

**NATIONAL BOOK TRUST, INDIA**  
**Ministry of Human Resource Development, Govt. of India**  
**Nehru Bhawan, 5 Institutional Area, Phase-II, Vasant Kunj, New Delhi-110070**  
**Phone No.011-26707700/873, Fax No.011-26121883**  
**Email: [office.nbt@nic.in](mailto:office.nbt@nic.in), [ad.admn@nbtindia.gov.in](mailto:ad.admn@nbtindia.gov.in)**

ANNUAL MAINTENANCE CONTRACT (A.M.C.)  
OF RO SYSTEMS (KENT) AND WATER SOFTENING PLANT (Aquapro 120 API)

Dated: 01/08/2016

Non-transferable Work quotation from the Authorised Service Provider for Comprehensive Annual Maintenance Contract (A.M.C.) for RO Systems of Kent (Model: Kent Elite I; 25 LPH), (Model Elite II; 50 LPH) and Water Softening Plant (Make/ Aquapro make 120 API model along with all accessories such as Gi butterfly valves of raw water inlet, rinse water inlet and soft water outlet and G. M./ brass full way valve for rinse drain and air bent, pressure gauge, sampling cock and 200 ltrs capacity PVC regeneration tank etc.) at NBT India headquarter for the period upto 31<sup>st</sup> August 2017.

National Book Trust, India have the pleasure to invite you to quote your lowest possible rates at (Chapter for comprehensive Annual Maintenance *Contract* (A.M.C.) for RO System of KENT (Model: Kent Elite I; 25 LPH), (Model Elite II; 50 LPH) and Water Softening Plant at NBT India Headquarters, Vasant Kunj, specified in chapter (2) from the for reputed authorized service provider in concerned items.

1. Minimum Eligibility of the bidders-

- i) The vendor should be authorized by the concerned brand of machines to service/repair and to take AMC of their machine. (Valid Proof of document to be attached).
- ii) "The rates to be quoted for the period from date of signing of the agreement till 31<sup>st</sup> August 2017.
- iii) Have minimum two years of work experience (of minimum amount of Rs. 50,000 in each type of work i.e. R.O. + Water softening plant) during each of last two Financial Years 2014-15 and 2015-16 for the similar type of work(s) as mentioned in scope of work (i.e. AMC of RO and/or AMC of water softening plant) at Central/ State Govt. offices/autonomous body/ State/Central PSUs/ reputed private firms(with annual turnover of more than a crore per annum).
- iv) Not have been blacklisted by the Department/Ministries of the Central/ State Govt., autonomous body under state/ Central Govt., State/Central PSUs.

# Chapter 1: General Information of the Tender

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ANNUAL MAINTENANCE CONTRACT (A.M.C.) FOR RO SYSTEMS OF KENT  
MODELS (Elite 25 LPH and Elite 50 LPH) AND WATER SOFTENING PLANTS AT  
NBT INDIA HEADQUARTERS

Sl. No.	Key Event	Date
1	Tender Reference Number	NBT/ADMN/2016/RO/SP/1
2	Last Date for Submission of Bids	22 August, 2016 (1300 hrs.)
3	Date of opening of Technical Bid	23 August, 2016 (1500 hrs.)
4	Pre-bid Meeting	12 August 2016 (1100 hrs)
5	Date of opening of Financial Bid	To be notified to shortlisted bidders
6	Cost of Tender	Rs. 500/-
7	Earnest Money Deposit	Rs 10,000/-
8	Venue for opening of bid/ Pre-bid Meeting	NBT, India Headquarters, 5, Institutional Area, Phase II, Vasant Kunj, New Delhi -70

- I. In such situations, where any of the above mentioned dates are declared holiday at the office, activities will be taken on next working day at the same time, except for last date of submission of bids.
  
- II. Sealed bids are to be deposited at the Tender Box placed at reception area (open on all days between 9 am to 5:30 pm) and should be addressed to The Assistant Director (Administration), National Book Trust India, New Delhi -110070.

OR

The tender shall be sent through post addressed to The Assistant Director (Administration), National Book Trust India, Nehru Bhawan, 5, Institutional Area, Phase II, Vasant Kunj, New Delhi -110070. The bidder shall be solely responsible for postal delay, if any.
  
- III. Detailed tender document can be downloaded from our portal [www.nbtinida.gov.in](http://www.nbtinida.gov.in) and Tender fee maybe deposited in form of Demand Draft.
  
- IV. Bidders are requested to frequently visit our portal [www.nbtindia.gov.in](http://www.nbtindia.gov.in) to check any further information about the tender. In case of any clarifications regarding the bid, same may be raised during scheduled pre bid meeting as

mentioned above. Bidders are also advised to physically visit the site on any working day between 9am to 5pm for better idea on condition of the facilities for which AMC is scheduled.

## INTRODUCTION:

National Book Trust India is an autonomous body under Ministry of Human Resources Development, Central Government of India with its headquarters at Nehru Bhawan, 5 Institutional Area, Phase II, Vasant Kunj, New delhi -110070

## SCOPE OF WORK

- i. NBT, India is proposing to enter into a rate contract for the period of One Year comprehensive Annual Maintenance Contract (A.M.C.) for RO Systems of KENT Models and Water Softening plant (Aquapro 120 API) at NBT, India listed in Schedule of Requirement (Chapter-2) from the reputed authorized service provider dealing in concerned items. The rates are to be submitted in Price Bid by the interested eligible parties.
- ii. The AMC is for preventive as well as for breakdown maintenance and includes repair and replacement of all parts including (but not limited to) the filter membranes of the RO system free of charge during the AMC period to ensure water quality from RO within the acceptable limit of drinking water standards set by Bureau of Indian Standards (IS 10500:2012) in continuity during the AMC period.
  - a. The vendor should be authorized by the concerned brand of machine to service/repair and to take AMC of their machine. (Proof of document to be attached). The bid/offer should be comprehensive 100% inclusive of all part.
  - b. Water quality analysis report should be provided during every visit with initial of the engineer of the AMC provider and it should be as per standard of drinking water set by BIS as mentioned above (IS 10500:2012). It will be responsibility of successful bidder to submit the treated water quality analysis report from any reputed lab of all the RO systems on quarterly basis. There will not be additional payment made for this report by NBT India. However in case of random analysis made by NBT India, report indicates water quality beyond acceptable limit (specified above) a penalty of 25% of billed amount for the quarter will be applied.
  - c. The present quantity may vary due to condemnation of equipment or new purchase during the period of AMC. Payment in such cases would be made on proportionate basis considering the period of such AMC.

- iii. The AMC also includes operations, preventive and breakdown maintenance of the industrial grade water softening plant (Aquapro120 API) including repair and replacement of all parts and also includes supply of ion exchange polymer resins, zeolite, salt etc. required for operations of the water softening plant during the AMC period to ensure that water output from water softening plant should have hardness of less than 30 ppm (mg/L) in continuity during AMC period.
  - a. The selected bidder should depute dedicated employee for operations and maintenance of water softening plant who must visit every alternative day to ensure desired water quality output from the plant.
  
- iv. The representative/engineer of the firm has to make a monthly mandatory visit to check that all the equipments under AMC are working properly. At the end of the period of AMC, all machines under AMC will be handed over as functional machine along with treated Water Quality Analysis Report of the last month of the AMC.

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## Chapter 2: Terms & Conditions of A.M.C.

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- i. The rates to be quoted for the period from signing of agreement till 31<sup>st</sup> August 2017.
- ii. The contract may be extended for the following period of 6 months and/ or one year subject to satisfactory performance and mutual agreement of both the parties.
- iii. The quotations shall avoid any conditions whatsoever. In case, any conditions are included in the quotation the same may not be taken into consideration. The quotation in such cases is liable to be rejected as per direction of NBT, India. Clarification, if any, shall be obtained from NBT India during pre bid meeting. Any communication from National Book Trust India shall be treated as valid only if it is in writing and published on its website [www.nbtindia.gov.in](http://www.nbtindia.gov.in).
- iv. The bids should be evaluated on technical qualifications and lowest bidder (L1) of the successful bidder will be eligible for the award of tender. Bid submitted by all parties shall be valid till 16 August 2016. If during the AMC period, the L1 party does not fulfill the tender qualification and its contract is terminated or party withdraws expresses inability to work further, NBT India reserves the right to select L2 and subsequently L3 etc... to execute the work as per the rates quoted against this tender.
- v. In such cases where a bidder after award of work order refuses to accept the work, its EMD and PSD (if deposited) shall be forfeited and party may be blacklisted for a period of 3 years from submitting any bid to NBT India.
- vi. The quotations should be accompanied by a valid Demand Draft of Rs 5000/- in favor of National Book Trust India, payable in New Delhi as Earnest Money Deposit (EMD) and another Demand Draft of Rs. 100/- in favor National Book Trust India, payable in New Delhi as Tender Fee, without which tender shall not be accepted. The EMD shall not carry any interest. EMD of unsuccessful bidders will be rewarded once the work is awarded. The EMD of successful bidder may be adjusted as performance Security Deposit.

- vii. The successful bidders need to submit an amount of Rs.25,000/- as Performance Security Deposit. If the vendor desires so he can adjust this amount with the EMD i.e. he/ she can request NBT India to convert EMD as PSD by paying additional amount towards PSD in form of Demand Draft payable in favor of National Book Trust India, payable in New Delhi. PSD will be returned within 60 working days beyond the AMC period and after making adjustments against penalty etc. (if any). No interest shall be payable on PSD.
- viii. It may be ensured that rates for parts of authorized brand (ISI brand) only should be quoted and supplied for repair and AMC accordingly. In case if it is found at a later stage that sub-standard/ inferior quality items supplied, necessary action will be taken against such supplier, including penalty to be deducted from the due payment and debarring them for quoting future bids.
- ix. All bids should be duly sealed/taped and clearly marking the bidder's name and address on the top of the sealed envelopes. The tender is a two envelope system and financial bid must be sealed in a separate envelope and written on top of the envelope with name of the firm and title as "FINANCIAL BID". This envelope along with a separately sealed envelope for Technical Documents and EMD marked as "TECHNICAL BID" should be placed inside a third envelope on top of which Name of the firm and contact details should be written along with heading as BID FOR A.M.C. OF FROSYSTEMS (KENT) AND WATER SOFTENING PLANT (Aquapro 120 API)
- x. Incomplete and unsigned quotations are liable to be rejected. The original tender document must be duly signed and stamped by authorized signatory on each page. Alteration in the tender if any should be attested by the authorized signatory properly, failing which the tender is liable to be rejected.
- xi. The bidder shall indicate the prices for each and every item indicated in the specification (chapter 2). The prices quoted must be net per unit as shown in the schedule (Annexure 2.) and must include all charges including all Taxes and other charges like handling charges, loading/ unloading charge, Cartages etc. for delivery at the headquarters of NBT India, Vasant Kunj, New Delhi. PF, gratuity, other statutory payments and wages etc. to the employees of the firm deputed for this tender will be responsibility of the firm and NBT India shall not be liable for payment of any other charges (like inspection charges etc. ), except the consolidated payment towards AMC. The rate must be quoted for each item separately both in words and figures. If there is discrepancy between the price quoted in words and figures, the price quoted in figures shall be treated as final.

- xii. The price once accepted by NBT, India shall remain valid till the period of rate contract. The payment shall be released on Quarterly basis against the bill provided by the party on due certification of satisfactory services by officer in-charge in NBT, India. Payment shall ordinarily be made in within 60 days of receipt of the goods/services along with pre-receipted bill (in triplicate), as well as on acceptance of the item/ job card.
- xiii. Director, NBT India reserves the right to accept or reject any bid in part or full or all bids and to annul the tendering process at any stage without assigning reason thereof and without incurring any liability to the affected Bidder or Bidder. In case of any dispute matter will be resolved by Arbitrator appointed by Chairman, NBT India and decision of the arbitrator will be final and conclusive. The successful bidder of the tendering process needs to sign an agreement based on the spirit of the terms & conditions mentioned in the agreement.
- xiv. Director, NBT India may at her discretion , extend the deadline for submission of bids through the issuance of addendum/ corrigendum on NBT India' website [www.nbtindia.gov.in](http://www.nbtindia.gov.in) in which case all rights and obligations of the Purchaser and the bidders previously subject to the deadlines shall thereafter be subject to the new deadline as extended.
- xv. Upon receipt of notification of award of work over email ID by the successful bidder, the successful bidder shall sign the duly filled agreement on Rs. 100 Stamp paper and deposit along with Performance Security Deposit and duly signed Integrity pact within 10 working days .
- xvi. The service provide must provide / attach a client service associate for the job of AMC mentioned in scope of work who must be approachable over phone between 8 am to 6 pm on all days during AMC and he must attend to any complaint within 48 hours of registration of complaint over email. Non compliance may lead to penalty in form of deduction from the payment as :
  - a. Attending to complaint within 48 hours to 96 hours of intimation - Rs. 300/-
  - b. Attending to complaint beyond 4 days - Rs. 1000/-

*Chapter 2.A: Contact Details of the concerned engineer/ client Service associate for registration of complaint*

Toll free number (if any).....

Central Contact number / email ID for registration of complaint

Contact

Number.....Email.....  
.....

Client Service Associate/ Engineer

Name.....Mobile No.....



# Annexure 1: BID DECLARATION LETTER

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Date:.....

From

M/s.....  
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.....  
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To

Assistant Director (Administration),  
National Book Trust India,  
Nehru Bhawan  
5, Institutional Area, Vasant Kunj,  
New Delhi -110070

Sir,

Having read, understood the content of the tender and examine the bidding documents, I/we, the undersigned, hereby submit the bid for supply of goods and services as per the schedule of requirements and in conformity with the said bidding documents.

2. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish Performance Security, as applicable, in the form of Demand Draft.
3. We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/ Services shall be made as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.
4. We enclose herewith the complete Bid as required by you. We agree to abide by our offer and that we shall remain bound by a communication of acceptance within that time
5. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have blacklisted/banned / suspended business dealing.
6. I/We further undertake to report to the National Book Trust, India, New Delhi immediately after we are informed but in any case not later than 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is blacklisted/banned/suspended in future during the currency of the Contract with you.
7. We hereby offer to supply the required item(s) at the prices and rates mentioned in the Financial Bid.

8. We enclose herewith the complete Bid as required by you. This includes:
- a. *Earnest Money Deposit (EMD) of Rs. 10,000/- (Rs. Ten thousand only) in form of Demand Draft in favor of National Book Trust India, payable at New Delhi.*
  - b. *Authorised Dealership Certificate issued by KENT Company.*
  - c. *Bid Declaration Letter (Annexure 1)*
  - d. *Technical Information of the Firm (in Annexure-3 )*
  - e. *Letter of Authorisation for attending Bid Opening (in Annexure 4)*
  - f. *Integrity Pact (Annexure – 5)*
  - g. *The tender document (each page signed by me/us i.e. the authorized signatory on behalf of the bidder)*
  - h. *Financial Bid (in separately sealed envelope as per Annexure -2)*
  - i. *Self attested copy of :-*
    - i. *Copies of Certificate of incorporation of the firm (e.g. Registration as Partnership Firm, Proprietary concern, Company etc.)*
    - ii. *Valid TIN/ VAT/Service Tax Registration Certificate.*
    - iii. *Permanent Account Number (PAN)*
    - iv. *Proof of work experience (of minimum amount of Rs. 20,000/-) during last two financial years 2014-15 and 2015-16 for the similar type of work at Central/ State Govt. Depts./PSUs/ Autonomous bodies/ reputed private firms with annual turnover of more than a crore. (copies of each work orders should be enclosed)*
    - v. *Declaration regarding non blacklisting or otherwise by the Govt. Departments.*
    - vi. *Self Attested copy of the Chapter 1 and Chapter 2 of the tender document (as a token of acceptance of Terms and Conditions of the contract, each copy needs to be signed)*

**(Above documents should be strictly as per serial given above.)**

9. We do hereby undertake, that, until a formal work order is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.

**Certified that the bidder is:**

A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of sole proprietor,

**OR**

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/ by virtue of general power of attorney,

**OR**

A Company, and the person signing the bid document is an authorized person of the company and he has authority to refer to arbitration disputes concerning the business of the company by virtue of the general power of attorney,

*(NOTE: Delete whatever is not applicable. All corrections / deletions should invariably be duly Attested by the person authorised to sign the bid document.)*

Dated this .....day of.....(Month) 2016

Yours faithfully,

Signature of the Tendered  
Name & Designation with Seal of the Firm

# Annexure 2: Financial Bid (Schedule of Items)

(To be utilized by the bidders for quoting their prices on their letter head)  
(Full name and address of the tenderer in addition to telephone No. and mobile No. if any should be quoted in all the communication)

Date:.....

To  
The Assistant Director (Administration),  
National Book Trust India  
New Delhi

Subject: **Annual Maintenance Contract (A.M.C.) for KENT RO Systems and Water Softening Plant at NBT India Headquarters in New Delhi**

Dear Sir,

- 1) I/ we have carefully read the content of the tender for providing services mentioned below to NBT India and hereby offer to take AMC of the machines mentioned below at the rate given below
- 2) I/We undertake to pay all taxes, as required under law, on aforesaid supplies/ services.
- 3) I/We understood the instructions to the tenders and conditions of contract in the schedule to the Tender form and accept them, subject of paragraph thereof.
- 4) I/We am/are fully aware of the nature of service to be provided in maintenance and service and my/ our offer is to provide service strictly in accordance with your requirements.
- 5) I/We agree to install only parts manufactured by Original Equipment Manufacturer.

Sl. No.	Description of Item of work	Unit Qty.	Period of AMC	Rate per unit (Rs.) [Minimum 12 visits are compulsory]	Total Amount (Rs.)
1.	Comprehensive Annual Maintenance contract of Kent Company made model: Elite-II RO System of 50LPH Installed at office Complex, of NBT, India	02 Nos.	01.09.2016 to 30.09.2017		
2.	Comprehensive Annual Maintenance contract of Kent Company made model: Elite-II RO System of 25LPH Installed at office Complex, of NBT, India	06 Nos.	01.09.2016 to 30.09.2017		

3.	Comprehensive Annual Maintenance contract of Water Softening Plant ..... Installed at office Complex, of NBT, India	01 no.	01.10.2016 to 30.09.2017		
				Applicable Taxes	
				Nett Payable	

Signature of the authorized signatory.....

Name of the authorized signatory.....

Designation of the Authorized signatory.....

Seal of the Firm.....

# Annexure 3: TECHNICAL INFORMATION OF THE FIRM

1.	Name of the bidder:	
2.	Address of the bidder	
3.	Contact Details of the bidder	
	Tel No. with STD	
	Fax with STD	
	Mobile	
	Email	
4.	Name of the Proprietor/Partners/ Directors of the firm/agency:	
5.	Bidder's bank name and branch	
	Bank Account Number	
	RTGS/ NEFT number	
	IFSC code	
6.	Registration and incorporation particulars of the bidder indicating legal status such as company, partnership / proprietorship concern, etc (Please attach copies of the relevant documents/ certificates)	
<b>ATTACH THE FOLLOWING DOCUMENTS DULY SELF-ATTESTED</b>		
7.	Attach work experience certificate (of minimum amount of Rs. 50,000 in each type of work i.e. R.O. + Water softening plant) during each of last two years 2014-15 and 2015-16 for the same type of work at Central/ State Govt. Depts./PSUs./ Autonomous bodies/ reputed private firms (with annual turnover of Rs. 1 crore or more in last 2 financial years FY 14-15 and FY 15-16 (copies of each Contract Orders to be enclosed.)	
8.	Declaration regarding blacklisting or otherwise by the Govt. Departments as given in Annexure –I	
9.	CST/VAT/Excise Duty/TIN/ PAN, etc. registration details (Pl. attach copies of the relevant documents/certificates)	PAN CST Others
10.	Details of Earnest Money Deposit:- DD No..... Dated..... . for Rs-...../- drawn on..... Bank in favor of National Book Trust India valid till.....	

**N.B. Bidders to ensure that all**

- i) All pages have been signed and stamped by the authorized persons
- ii) Pages have been numbered
- iii) Documents are legible (clearly readable)

I/we certify that the information furnished above is true and correct. The terms and conditions are acceptable to us and I have the authority to bid a tender.

Dated.....

**Name & Address of Firm**

**Authorised Signature & Seal of the Firm**

# Annexure 4: LETTER OF AUTHORISATION FOR ATTENDING BIDOPENING

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Date:.....

To  
The Assistant Director,  
National Book Trust India  
Delhi

**Subject- Authorisation for attending bid opening on (date).....for the  
Tender (NBT/ADMN/2016/RO/SP/1) of AMC of RO and Softening Plant at NBT  
India Headquarters, New Delhi**

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of .....(bidder) in order of preference given below.

Name Specimen Signature

I.....

II.....

**Signature of bidder  
OR  
Officer authorized to sign the bid  
Document on behalf of the bidder**

**Note:**

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.



# Annexure 5: THE PRE-CONTRACT INTEGRITY PACT

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PRE-CONTRACT INTEGRITY PACT BETWEEN NATIONAL BOOK TRUST INDIA  
AND .....

## General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the \_\_\_\_\_ (month and year) between, on one hand, National Book Trust India, acting through its Director (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/S \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to hire the AMC services of KENT RO and Water Softening Plant situated at NBT India headquarters in New Delhi and the BIDDER/Seller is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an autonomous body under Ministry of Human Resources Development, the Government of India performing its functions on behalf of the President of India.

NOW,

THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract entered into with a view to:

Enabling the BUYER to obtain the desired said services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows:

**Commitments of the BUYER:**

1.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

**Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third

party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4. BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.

3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original service provider and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.

3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4.Previous Transgression**

4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Sanctions for Violations**

5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India,. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of NBT India for a minimum period of three years, which may be further extended at the discretion of the BUYER.

(viii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2. The BUYER will be entitled to take all or any of the actions mentioned at Para 6.1 (i) to (ix) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.

5.3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **6. Fall Clause**

6.1. The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub system was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **7. Independent Monitors**

7.1. There shall be Independent Monitors (hereinafter referred to as Monitors) appointed by the BUYER for this Pact in consultation with Vigilance department.

7.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8. The Monitor will submit a written report to the Director, National Book Trust India within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**8. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**9. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

**10. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**11. Validity**

11.1. The validity of this Integrity Pact shall be from the date of its signing and extend upto 2 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_

BIDDER

BUYER

CHIEF EXECUTIVE OFFICER

Designation  
National Book Trust India

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

# ANNEXURE 6: SAMPLE DEED OF AGREEMENT

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1. This agreement is entered between National Book Trust India and M/s..... on.....
2. The AMC rates will be valid for 13 months. The contract for AMC will be valid from.....to 30.09.17, which may be extended for the following period of 6 months and/ or one year (1.10.17 to 31.03.18; 1.4.18 to 30.09.18 / 31.03.19) up to 31<sup>st</sup> march 2019 subject to satisfactory performance and mutual agreement of both the parties.
3. Towards AMC of Machines listed in Annexure-1 of the Tender Document, a sum of Rs...../- inclusive of all Taxes (VAT, Service Tax and other Local tax etc.) will be paid by NBT India in 5 installments. No advance payment will be made by NBT India
4. During service visits the R.O. System/Water Softening Plant will be thoroughly cleaned, services and adjusted.
5. General complaint shall be logged through email/ on telephone to the office of M/s.....who shall be responsible to intimate the complaint No.etc. on telephone at the time of logging the complaint by NBT India.
6. After every three months bill will be raised by the company for making the payment along with logbook of the machines.
7. The company shall be responsible to their personnel deployed, for any injury or any medical problems sustained by them during work at the NBT India headquarters.
8. Due to any reason, if either NBT India or the firm wants to withdraw from the contract, they should inform to each other thirty days in advance.
9. All replaced parts, if any shall be original of manufacturer's equipment.
10. Replacement of worn out/ exhausted parts, including ultraviolet lamp with new/ rectified spares during the periodical servicing or breakdown visits is covered in AMC.
11. In the AMC period, M/s .....will provide periodical service as per norms of the tender with regard to repair and maintenance of water purifier with R.O. Systems and Water Softening plants..
12. Any additional visits during the contract period, as and when required in the event of any breakdown/ malfunctioning of the equipment on intimation in this regard by the NBT India is covered in AMC.
13. In case of any dispute, decision of arbitrator appointed by Chairman NBT India shall be final.
14. Being the AMC, all consumable is to be replaced by the *firm* taking AMC to make the machine functional. M/s .....while submitting bill towards cost of consumable will certify that "this consumable is not provided in AMC as per company Policy".



15. The service provide must provide / attach a client service associate for the job of AMC mentioned in scope of work who must be approachable over phone between 8 am to 6 pm on all days during AMC and he must attend to any complaint within 48 hours of registration of complaint over email. Non compliance may lead to penalty in form of deduction from the payment as :
- c. Attending to complaint within 48 hours to 96 hours of intimation - Rs. 300/-
  - d. Attending to complaint beyond 4 days - Rs. 1000/-
16. The representative of M/s will be responsible for countersigning the logbook of the complaint received from the caretaker on every visit/ complaint after completion of the job.

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