

NATIONAL BOOK TRUST, INDIA
"NEHRU BHAWAN", 5, INSTITUTIONAL AREA
VASANT KUNJ PHASE-II, NEW DELHI-110070

TENDER DOCUMENT

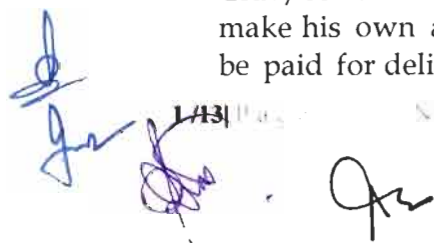
TENDER FOR HIRING OF PLANTERS/POTS WITH PLANTS AND FOR FLOWER
DECORATION AT PRAGATI MAIDAN, AND OTHER VENUES IN DELHI
DURING NEW DELHI BOOK FAIR 2017

NATURE OF WORK

Tender is invited under two bid system (Technical + Financial) for hiring of planters/Pots with plants and for flower decoration as per annexure 'A' in designated halls at Pragati Maidan and other venues in Delhi from 7th January to 15th January 2017.

TERMS AND CONDITIONS

1. All pages of tender document dully filled and signed by the authorized signatory along with EMD of Rs. 5000/- (Five Thousand only), Tender fee (**non-refundable**) of Rs. 500/- (Five Hundred only) and all supporting documents (duly signed) should be submitted in a sealed envelope super scribed TECHNICAL BID FOR HIRING OF PLANTERS/POTS WITH PLANTS AND FOR FLOWER DECORATION DURING NDWBF-2017; along with another sealed envelope containing dully filled and signed FINANCIAL BID (ANNEXURE 1); envelope to be super scribed as FOR HIRING OF PLANTERS/POTS WITH PLANTS AND FOR FLOWER DECORATION DURING NDWBF-2017; these both envelopes should be sealed in a third envelope super scribed as BID FOR HIRING OF PLANTERS/POTS WITH PLANTS AND FOR FLOWER DECORATION DURING NDWBF-2017; The above procedure **must be** carefully followed in order to avoid any probable disqualification due to technical formalities of filling up of tender bid. If the cover of the tender is not sealed and marked, the NBT will assume no responsibility for the tender's misplacement or premature opening.
2. Tender should be addressed to the Director, National Book Trust, India and shall be accepted in the office of the National Book Trust, India, Nehru Bhawan, 5, Institutional Area, Phase-II, Vasant Kunj, New Delhi-110070 till 13:00 hrs on 22.11.2016. The technical bids shall be opened on at 11:00 hrs on 24.11.2016. In case of the date falling on Saturday, Sunday or any declared Public Holiday; the opening of technical bids shall be executed on next working day. Tenderers or their authorized representatives may, if they so desire, be present during the opening of the Tenders.
3. Quotations received after the stipulated date and time shall not be entertained. NBT, India will not be liable for any postal delays what so ever and quotations received after the stipulated time/date are liable to be rejected summarily without giving any reason.
4. Delivery of the goods is be made at scheduled venues for various events/programmes during NDWBF-2017 such as ITPO/Constitution Club/Hotel The Ashok & others etc. as per requirement. The vendor has to make his own arrangements to deliver the material, No cartage charges shall be paid for delivery of items.



5. Goods found defective / not in accordance with specifications will have to be replaced at supplier's cost. In case supplier fails to do same within time frame provided to NBT, India, the NBT shall be constrained to go for open market purchase/hire and shall be at liberty to recover the differential cost from supplier.
6. Prices quoted should be for NBT, India and should be inclusive of all charges viz i.e. labour and material component, taxes, forwarding, packing charges and octroi etc.
7. Flower bouquet/bunch should be arranged in an attractive way and wrapped neatly as per specification given in Annexure A or specification given by the Controlling officer of NBT India.
8. The flower must be fresh and having good fragrance.
9. Party must use clean and good quality table pot/container/vase, flowers, oasis etc..
10. The payment will be ordinarily made to the party on submission of bill subject to verification of the with the supplied items as per Physical Verification Report (PVR) accepted by designated officials of NBT India and further approval of the competent Authority at NBT India. However up to 50% payment may be made on the site i.e. Pragati Maidan after PVR and against the bills/ invoice raised for items provided till the date of generation of bill and balance 50% payment shall be released after the events are over and scrutiny of bills followed by approval/sanction of payment of final bill .
11. Quotations received by NBT, India from various parties/vendors will be scrutinized and compiled for L1 rates i.e. the lowest rates out of technically qualified parties. Parties whichever is interested in working with NBT, India on the compiled L1 rates will be kept in panel for further services. **Items against which estimated quantity is mentioned in Annexure A; total cost for procurement of such items will be used for comparative.**
12. The empanelment shall be initially valid exclusively for NDWBF-2017 for with effect from date of award of work order and may be extended for another year on mutually agreed term and conditions.
13. The NBT reserves the right to accept or reject any tender, and to annul the tender process and to reject all bids at any time prior to the award of the contract, without thereby incurring any liability to the affected Tenderer or Tenderers on the grounds for NBT's action. The decision of the NBT in this regard would be final and binding.
14. The NBT is not bound to accept the lowest rates quoted by any Tenderer and reserves the right to accept the whole or any part of the tender as portion of the quantity offered, which the Tenderer shall supply at the rates quoted.
15. The NBT will have discretion to award the contract to more than one supplier. In such a condition, other bidders shall work at the lowest accepted rate.
16. The NBT, India have prerogative to take the service of any empanelled parties at any time if it desire. **NBT, India reserves the right to reduce/increase quantity of items quoted and rate once quoted with the bid shall be final irrespective of variance of quantity of desired items.**



17. Taxes will be deducted at source (TDS) as per prevailing Govt. norms before releasing the payment.
18. The Earnest Money Deposit (EMD) of Rs. 5000/- (Rupees: Five Thousand only) should be drawn in the form of Demand Draft/pay order drawn in favour of "NATIONAL BOOK TRUST, INDIA payable at New Delhi. Quotations received without the prescribed Earnest Money Deposit (EMD) and Tender fee shall not be entertained.
19. The EMD to the successful bidder shall be refunded after the timely receipt of the goods and services as specified in the purchase/ work order to be issued by NBT India. The EMD to the unsuccessful bidder should be ordinarily refunded within 30 days after award of the contract / work order. No interest shall be payable for the EMD deposited with NBT India.
20. The successful bidder would be required to make a Performance Security Deposit (PSD) equivalent to 5 % of the total value of the contract by way of demand Draft drawn in favour of 'The NATIONAL BOOK TRUST, INDIA payable at 'New Delhi' which will be refunded without interest after expiry of the contract and after adjustment of any liquidated damages claims claimed by NBT India due to inferior supply/ unprofessional services etc.
21. EMD of the successful bidder shall be liable to be forfeited if the agency does not fulfill any of the following conditions:
 - a. If the Bidder withdraws their offer during the period of tender validity.
 - b. If after submission of quotation the Bidder fails to honour the contract or refuses to comply with any or all terms and conditions of the tender.
22. **Liquidated Damaged (LD) Clause :** While awarding a contract, an LD clause for levying penalty on the Supplier in case of delay in effecting delivery of goods/service as under 10% of the total value of respective order for each hour of delay in supplying flower/bouquet tother services.
23. All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the arbitrator to be appointed by The Director, National Book Trust, India Vasant Kunj, New Delhi-70. The award of the sole arbitrator shall be final and binding on both the parties under provisions of the Arbitration and Reconciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force. Place of such arbitration proceedings shall be at Delhi.
24. NBT, India reserves the right to accept or reject any or all tenders including the lowest tender/s without assigning any reason at its sole discretion and the decision of the Trust will be final and binding on all concerned
25. **Validity of the bid** : The bid submitted by the tenderers shall be valid for a minimum period of 60 days computed from the date of opening of the bid.

I/We undertake to abide and be bound by the terms and conditions of the vender/contract.

Date: ___ / ___ / 2016

Sign of the Tenderer with Official seal,

3/13|Page

NBT NDWB 17 FLOWER & PLANTER BIR



Annexure A

FINANCIAL BID

Sl. No.	Item	Description	Qty (Apprx)	Rate per Unit Including delivery charges (Rs.)
1.	Flower Bouquet / Bunch / Basket of assorted roses/ mix flower wrapped in cellophane sheet/ Crepe packing	Per Bunch - 20 Fresh Rose / mix Flowers (VIP)	125	
		Per Bunch - 40 Fresh Rose / Mix Flowers	125	
2.	Garland of Marigold (Genda) - medium size	Marigold Kolkata (Genda) flower - Per Garland	10	
		Marigold Desi (Genda) Flower - Per Garland	10	
3.	Mixed Plant with Planter	To be maintained in and around hall no. 8 to 12,12A,14,16,18 and any other place at the Pragati Maidan as directed by NBT, India	4000	
4.	Flower Pot Standard	Standard/VIP	275	
5.	Rose bud (of any color) wrapped in cellophane sheet/ Crepe packing	One Piece Fresh Rose flower/bud	As Required	
6.	Table top flower including Container (pot)	Fresh Rose / Mix Flowers (10 flowers)	As required	
		Fresh Rose / Mix Flowers (20 flowers) (Standard)	As required	
7.	Spring promises flower bouquet (All Imported /hybrid flower) Flowers: (Rose, Blue Orchid, Iris, Dahlia, Carnation, Gerber, Lilies, Tulip, Daffodil, calendula, gladiolus, sunflower orange tulip etc)	Per Bunch - 20 Flowers (Slandered)	As required	
		Per Bunch - 40 Flowers (VIP)	as required	
8.	Garland of Rose flowers	Per Garland (Medium Size)	as Required	
9.	Garland of Mix flowers (Marigold, Rose, Calendula etc.)	Per Garland(Medium)	as required	
10.	Rose /Petals	Per Kg	as required	

[Handwritten signatures and marks on the left margin]

[Handwritten signature at the bottom left]

11.	Marigold toran (strings)/rajnigandha/	per sq. mtr	as required	
	Taxes (if any)			

Name of the Agency/Vendor/Party _____

Address _____

Phone / Mobile No _____

Email ID _____

PAN _____

VAT/TIN No. _____

Service Tax Registration number _____

Particulars of EMD:

- (i) DD No. _____
- (ii) Date _____
- (iii) Amount _____

Particulars of Tender Fee:

- (i) DD No. _____
- (ii) Date _____
- (iii) Amount _____

Name and Signature of Bidder with Corporate Seal _____

Date: _____

To,

The Director
National Book Trust, India
5 Institutional Area, Phase-II
Vasant Kunj, New Delhi-110070

Sub: Tender/ Quotation for hiring planters/pots with plants and for flower decoration during NDWBF-2017.

Sir/Madam,

This is with reference to your tender no: NBT/NDWBF-17/ FLOWER & PLANTER/ NIT/1 dated 02 Nov 16, we are interested in participate in the tender / quotation for hiring planters/pots with plants and flower decoration as per requirement of NBT, India exclusively as per requirement of New Delhi World Book Fair-2017. We declare that:-

- a) We have read and understood the terms and conditions given in the quotation / tender Document;
- b) We are eligible for award of the contract as per the qualification criteria mentioned in the quotation / tender Document;
- c) We accept and agree to all the terms and conditions of the quotation / tender;
- d) We shall comply with all the terms and conditions of the quotation / tender;
- e) All the information / documents provided in this bid are true to the best of his knowledge and belief. If at any stage, the information / documents are found to be false, misleading or incorrect then this Bid / Purchase Order shall be cancelled at his cost and risk and he shall indemnify the Institute for the loss caused due to the cancellation and we shall be liable for penal / legal action including black listing.
- f) We understand that NBT India reserves the right to cancel the quotation / tender at any stage or to cancel / reject any one or more bid without incurring any liability.
- g) The duly signed copies of all the tender pages are attached herewith.

(Signature of the Bidder)
Printed Name Designation
Official seal/ stamp

Date:

THE PRE-CONTRACT INTEGRITY PACT

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 Air Conditioner and Water Coolers 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, organisation 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, favor, 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 favor or disfavor 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.

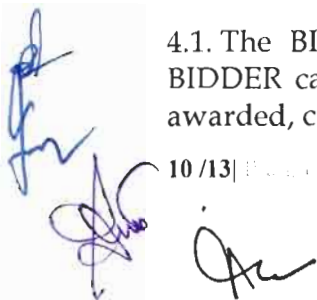
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.

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

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.

4.1. 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 therefore.

(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.

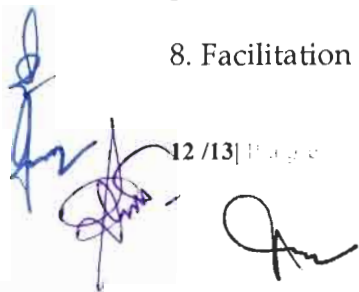
7.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

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 ____

BUYER

Designation

National Book Trust India

BIDDER

CHIEF EXECUTIVE OFFICER

Witness

1. _____

2. _____

Witness

1. _____

2. _____

