



राष्ट्रीय पुस्तक न्यास, भारत
मानव संसाधन विकास मंत्रालय, भारत सरकार
NATIONAL BOOK TRUST, INDIA
Ministry of Human Resource Development, Govt. of India

Nehru Bhawan, 5 Institutional Area, Phase-II, Vasant Kunj, New Delhi – 110 070

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TENDER DOCUMENT

TENDER FOR HIRING OF PLANTERS/POTS WITH PLANTS AND FLOWER DECORATION AT PRAGATI MAIDAN DURING NEW DELHI BOOK FAIR 2020 FROM 4TH JANUARY TO 12TH JANUARY 2020

NATURE OF WORK

National Book Trust, India (NBT), an autonomous organization of the Govt. of India, Ministry of Human Resource Development invites Tenders under two bid system (Technical + Financial) for hiring of planters/Pots with plants and flower decoration as per annexure 'A' in designated halls at Pragati Maidan from 4th January to 12th January 2020.

TERMS AND CONDITIONS

1. Tender fee ₹1,000/- (One Thousand only) plus 18% GST.
2. All pages of tender document should be duly filled-up and signed by the authorized signatory along with EMD of ₹5,000/- (Five Thousand only) and all supporting documents (duly signed) should be submitted in a sealed envelope superscribed TECHNICAL BID FOR HIRING OF PLANTERS/POTS WITH PLANTS AND FLOWER DECORATION DURING NDWBF-2020; along with another sealed envelope containing dully filled and signed FINANCIAL BID (ANNEXURE 'A'); envelope to be superscribed as FINANCIAL BID FOR HIRING OF PLANTERS/POTS WITH PLANTS AND FLOWER DECORATION DURING NDWBF-2020. Both these envelopes should be sealed in a third envelope superscribed as BID FOR HIRING OF PLANTERS/POTS WITH PLANTS AND FLOWER DECORATION DURING NDWBF-2020; The above procedure **must be** carefully followed in order to avoid any disqualification due to technical requirements in filling up of tender bid. If the cover of the tender is not sealed and marked, NBT will assume no responsibility for the tender's misplacement or premature opening.
3. Tender should be addressed to the Director, National Book Trust, India and shall be accepted in the office of National Book Trust, India, Nehru Bhawan, 5, Institutional Area, Phase-II, Vasant Kunj, New Delhi-110070 till 10:00 AM on 16.12.2019. The technical bids shall be opened on at 11:30 AM on 16.12.2019. In case of the date falling on any declared Public Holiday; the opening of technical bids shall be undertaken on next working day. Tenderers or their authorized representatives may, if they so desire, be present during the opening of the Tenders.
4. NBT shall not be liable for any postal delays whatsoever and quotations received after the stipulated time/date are liable to be rejected summarily without giving any reason.
5. Delivery of the plants etc. is to be made at scheduled venues for various events/programmes during NDWBF-2020 such as ITPO/Constitution Club/ Hotel "The Ashok" 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.
6. Goods found defective / not in accordance with specifications will have to be replaced at supplier's cost. In case supplier fails to do the same within time frame provided, NBT shall be constrained to go for open market and shall be at liberty to recover the differential cost from supplier.
7. Prices quoted should be for NBT and should be inclusive of all charges viz i.e. Labour and material component, taxes, forwarding, packing charges, octroi etc.

1 | (Signature of Tenderer with Rubber Stamp)

8. Flower bouquet/bunch should be Eye-catching, arranged in an attractive way and wrapped. The flowers must be fresh and having good fragrance.
9. The Contractor must use clean and good quality table pot/basket/vase, Cockscomb, Carnation and other flower.
10. The payment will be made to the Contractor on submission of bill subject to reconciliation of the bill and the supplied items and further approval of competent Authority. However 50% payment shall be made at the venue after satisfactory Physical Verification Report and balance 50% payment shall be released after the event on receipt of final bill from the vendor.
11. Quotations received will be scrutinized and compiled for L1 rates of Table-1 (*) as the quotations invited for empanelment of firms for providing Floral Arrangements. Bidders who accept to work with NBT on the compiled L1 rates will be kept on panel for future services.
12. The empanelment shall initially be valid for NDWBF-2020 with effect from date of award of work order and may be extended for another year on existing terms & conditions and rates.
13. NBT will have prerogative to take the services of any empaneled parties at any time it desires. NBT reserves the right to reduce/increase quantity of items quoted and rate once quoted with the bid shall be final irrespective of variation in quantity of required items.
14. Pre integrity pact is essential, placed as Annexure-C.
(*) Essential items for which there is indeed requirement & estimated quantity is available –its total can be used for comparative. Other's unit rate can be taken and lowest of the empaneled agencies may be approved for such as required items' offer services , L2, L3 etc. may be approved for' as required item'.

15. Earnest Money Deposit (EMD)/ Security Deposit.

- a) The **Earnest Money Deposit (EMD) of ₹5,000/- (Rupees: Five Thousand only)** in the form of Demand Draft/pay order drawn in favour of "NATIONAL BOOK TRUST, INDIA VASSANT KUNJ NEW DELHI.
- b) Quotations/Tenders received without the prescribed Earnest Money Deposit (EMD) of ₹5,000/-) shall not be considered.
- c) The EMD to the successful bidder shall be adjusted against Performance Security. The EMD of the unsuccessful bidders shall be refunded within 30 days after award of the contract / work order.
- d) The successful bidder would be required to Tender Security Deposit of 5% of the total value of the contract by way of crossed Demand Draft drawn in favour of **NATIONAL BOOK TRUST, INDIA** payable at 'New Delhi' which will be refunded without interest after expiry of the contract.

16. Forfeiture of EMD

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 his Bid 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
- c) An agreement is not signed in the prescribed form within ten days of the receipt of the Letter of Award of Contract;

17. Liquidated Damaged (LD) Clause

Penalty on the Supplier in case of delay in effecting delivery will be levied @10% of the total value of respective order for each hour of delay in supplying flower/bouquet etc.

GENERAL:

- a) All disputes, differences, claims and demands arising under or pursuant to the contract shall be referred to the arbitrator to be appointed by The Director, National Book Trust, India. 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 or re-enactment thereof as in force. Place of such arbitration proceedings shall be at Delhi.
- b) NBT 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 NBT will be final and binding on all concerned

For any details / clarifications, Shri Karun Kumar, AD (Admin) (011-26707873) may be contacted.

18. Duration of Contract:

The contract which is initially for a period of 1 year can be extended further upto 3 years if the agency agrees to provide the services on the same terms, conditions and rates provided the services provided by them are satisfactory. NBT reserves the right to pre-maturely terminate the agreement without assigning any reason by giving one month notice before the expiry of the contract period.

Validity of the Bid

The Bids submitted by the tenderers shall be valid for a minimum period of 60 days computed from the date of opening of the Bids.

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

**Details of Bidder Firm
(Name, Address & Contact details)**

Date:

3 | (Signature of Tenderer with Rubber Stamp)

TECHNICAL BID

ANNXURE "A"

List of documents submitted along with the Technical Bid:

1. Documentary evidence of the tenderer being a registered/ approved government contractor and of his having done work of similar nature.
2. Certified/Attested copies of following documents must be submitted:
 - a) Certificate of Registration / Certificate of incorporation of firm as per clause 5 [Sole Proprietorship (by means of Undertaking)/ Partnership (Partnership Deed)/ Company (Memorandum of Association / Registration under companies act)]
 - b) Certified copy of Income tax returns for last three years (FY 2016-17, FY 2017-18, FY 2018-19)
 - c) Experience certificate indicating successful completion of job of similar nature of last three years
 - d) Self-Attested copy of Registration with DGR/ PSARA as per clause 1 above.
 - e) Self-Attested copy of GST registration and copy of latest one year/six month GST return
 - f) Audited balance sheet/ profit & loss account etc.
 - g) Experience certificate indicating successful execution of work of similar nature
 - h) Self-Attested copy of PAN Card
 - i) Demand Draft towards EMD
 - j) Dully filled and signed copy of Tender document

Signature of the Tenderer with Official seal,

FINANCIAL BID

Annexure "B"

A. QUOTATION FOR EMPANELMENT OF FIRMS FOR HIRING OF PLANTERS/POTS WITH PLANTS AND FLOWER DECORATION DURING NDWBF-2020

Sl. No.	Item	Description	Qty (Approx.) May vary as per requirement	Rate per Unit Including delivery charges (₹)
1.	Rose bud (of any colour) wrapped in cellophane sheet/ Crepe packing	One Piece Fresh Rose flower/bud	As Required	
2.	Table top flower including Container (pot)	(a) Fresh Rose / Mix Flowers (10 flowers)	As required	
		(b) Fresh Rose / Mix Flowers (20 flowers) (Standard)	As required	
3.	Flower Bouquet / Bunch / Basket of assorted roses/ mix flower wrapped in cellophane sheet/ Crepe packing	(a) Per Bunch - 20 Fresh Rose / mix Flowers (VIP)	125	
		(b) Per Bunch - 40 Fresh Rose / Mix Flowers	125	
4.	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.)	(a) Per Bunch - 20 Flowers (Slandered)	As required	
		(b) Per Bunch - 40 Flowers (VIP)	As required	
5.	Garland of Marigold (Genda) – medium size	Marigold Kolkata (Genda) flower – Per Garland	10	
		Marigold Desi (Genda) Flower– Per Garland	10	
6.	Garland of Rose flowers	Per Garland (Medium Size)	As Required	
7.	Garland of Mix flowers (Marigold, Rose, Calendula etc.)	Per Garland(Medium)	As required	
8.	Rose Flower leafs /Petals	Per Kg	As required	
9.	Mixed Plant with Planter (To be maintained in and around hall no. 7 to 12,12A,Hanger Structure near Hall no. 7, Lake Opp. Hall no. 8 and any other place at the Pragati		4000	

5 | (Signature of Tenderer with Rubber Stamp)

	Maidan as directed by NBT, India (As confirmed by NBT, India from the options available)			
10.	Flower Pot Standard	Standard/VIP	275	
11.	Marigold toran (strings)/rajnigandha/per sq. mtr/as required			
	Taxes (if any)			

B. FOR HIRING OF PLANTERS/POTS WITH PLANTS AND FLOWER DECORATION ON REQUIREMENT BASIS AT NBT HQs

Sl. No.	Item	Description	Qty (Approx.) May vary as per requirement	Rate per Unit Including delivery charges (₹)
1.	Rose bud (of any colour) wrapped in cellophane sheet/ Crepe packing	One Piece Fresh Rose flower/bud	As Required	
2.	Table top flower including Container (pot)	(a) Fresh Rose / Mix Flowers (10 flowers)	As required	
		(b) Fresh Rose / Mix Flowers (20 flowers) (Standard)	As required	
3.	Flower Bouquet / Bunch / Basket of assorted roses/ mix flower wrapped in cellophane sheet/ Crepe packing	(a) Per Bunch - 20 Fresh Rose / mix Flowers (VIP)	125	
		(b) Per Bunch - 40 Fresh Rose / Mix Flowers	125	
4.	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.)	(a) Per Bunch - 20 Flowers (Slandered)	As required	
		(b) Per Bunch - 40 Flowers (VIP)	As required	
5.	Rose Flower leafs /Petals	Per Kg	As required	
6.	Flower Pot Standard	Standard/VIP	275	
	Taxes (if any)			

Name of the Agency/Vendor/Contractor _____

Address _____

Phone / Mobile No _____

Email ID _____

PAN _____

GST Registration No. _____

Particulars of EMD:

- (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 flower decoration during NDWBF-2020.

Sir/Madam,

This is with reference to your tender no: Admin/Flower/NDWBF/2020 dated _____. We are interested to participate in the tender process for hiring planters/pots with plants and flower decoration as per requirement of NBT. We declare that:-

- I. We have read and understood the terms and conditions given in the quotation / tender Document;
- II. We are eligible for award of the contract as per the qualification criteria mentioned in the quotation / tender Document;
- III. We accept and agree to all the terms and conditions of the quotation / tender;
- IV. We shall comply with all the terms and conditions of the quotation / tender;
- V. All the information / documents provided in this bid are true to the best of our knowledge and belief. If at any stage, the information / documents are found to be false, misleading or incorrect, Supply Order shall be cancelled at our cost and risk and we shall indemnify NBT for the loss caused due to cancellation and we shall be liable for penal / legal action including black listing.
- VI. We understand that NBT reserves the right to cancel the quotation / tender at any stage or to cancel / reject any one or all bids without incurring any liability.
- VII. The duly signed copies of all the tender pages are attached herewith.

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

Date:

Place:

8 | (Signature of Tenderer with Rubber Stamp)

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 HIRER:

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 Contractor 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 Contractor 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 encase 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 ____

Hirer

Bidder

Designation
National Book Trust, India

Chief Executive Officer

Witness

Witness

- 1. _____
- 2. _____

- 1. _____
- 2. _____