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Online Tender for Conference Audio-Visuals Aid

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Summary Sheet

1. Title of the tender **Online Tender for the supply of Conference Audio visuals Aid to Hotel Patliputra Ashok, Patna**
HPA/F&B/Service/2017-18
2. Ref. No.
3. Product Category
4. Sub Category **: Conference Audio visuals Aid**
5. Tender type Supply on Hiring basis
6. Tender Value **Appx. Rs. 1100000/-**
7. EMD Value **Rs. 16500/-**
8. Tender Announcement date 23.10.2017
9. Last date & time of submission **18.11.2017 upto 23.59**
10. Date & time of tender opening **20.11.2017 at 16.00**
11. Work description **Online Tender for the supply of Conference Audio visuals Aid on Hiring basis to Hotel Patliputra Ashok, Patna 800001**
12. Prequalification Detailed As per Techno Commercial Bid, with desired
13. Contact person with Tele. & address Asst. Mgr (F&B) Hotel Patliputra Ashok

Asst. Manager(F&B)

HOTEL PATLIPUTRA ASHOK, PATNA

E-Tender Notice

Online tenders are invited for the **Conference Audio visuals Aid on hirihiring basis to Hotel Patliputra Ashok, Patna** as per specification given in the tender documents. The tenders are required to be submitted online in two bid system in the prescribed format. The tenders can be applied from the website <https://itdc.eproc.in> or through a link- About Us > Tenders > E-procurement on website www.theashokgroup.com. The Tender EMD of **(Rs. 16500/- Refundable)** to be deposited through online payment through <https://itdc.eproc.in>. The cost of money transfer (including Payment Gateways Commission and taxes etc) has to be borne by the bidder.

The quoted item should strictly comply with our requirement given in the tender document. Incomplete / conditional offer or tender without EMD will be rejected out rightly. The tender completed in all respect must be applied online before the last date and time of tender submission. The techno commercial bid will be opened on the date and time of opening in presence of intending bidders. Financial bids of only technically qualified tenders shall be opened at a later date the date of opening of financial bid will be intimated to only technically qualified bidders. The Management reserves the right to accept/reject any or all bid in part or all without assigning any reason thereof.

The date and time schedule for applying the tender is as follows:-

Tender Announcement Date	23.10.2017 at 10.00 AM
Last Date and Time of Tender Submission	18.11.2017 up to 23.59
Date and Time of opening of Tender	20.11.2017 at 16.00 PM
Pre-Bid Meeting Date & Time	

For any clarification regarding online registration and online submission etc. intending bidders may visit website <https://itdc.eproc.in> or contact e-tendering helpdesk nos. + 91 -124-4302030, + 91 -124-4302031, + 91 -124-4302032. Intending bidders in their own interest may approach the e tendering helpdesk well in advance to ascertain the requirements to participate in the tender.

Further, corrigendum regarding the same shall be published only on the mentioned websites. All intending tenderers are requested to regularly monitor the same. For any clarification bidders can contact to AM (MM&D), Hotel Patliputra Ashok. Telephone:-0612-2505270-76; Extn: 400, M 9334676559.

Asst. Mgr. (F&B)

INDIA TOURISM DEVELOPMENT CORPORATION LTD
Unit: The Hotel Patliputra Ashok, Patna

INSTRUCTIONS FOR SUBMITTING E-TENDERS

(Bidder should read and understand the following instructions before submitting the Tender)

1. Bidder has to register (if not registered for ITDC) with e-tendering Service provider M/s C1 India Pvt. Ltd. C104, Sector -2, NOIDA-201301(ASP) by paying annual registration fee. The details of the registration fees are given on the website <https://itdc.eproc.in>
2. Bidding would be done through e-tendering through website (URL details) <https://itdc.eproc.in> or <http://www.theashokgroup.com> select "ABOUT US"-Tenders & e procurement. Bidders have to follow the process as provided by the ASP - M/s C1 India Pvt. Ltd.C104, Sector -2, NOIDA-201301(ASP) for e-tendering.
3. The technical bids would be opened on the date and time prescribed through e-tendering.
4. The EMD and the cost of tender document are to be submitted through online payment through <https://itdc.eproc.in> The cost of money transfer including Payment Gateways Commission and taxes etc has to be borne by the bidders.
5. All the documents to be digitally signed.
6. Minimum requirement for e- tendering.

Computer System Requirements:

Minimum of 512 MB of RAM.

Minimum 1 USB port

Windows Operating System

The DSC Dongle driver should be installed before logging in

Reliable Internet Connectivity.

Certificate with full chain.

The certificate should not be expired, it should be valid certificate

Operating System

Windows XP SP 3

Windows 7 (preferable)

Browser Version

Internet Explorer Versions 8.0 or above/ Chrome/ Mozilla Firefox.

7. Bidders in their own interest have to ensure good internet connectivity and computer (along with required accessories) during bid submission and during e-tendering and would not make ITDC liable (in any case) for delay/non availability of Computer/ internet connectivity.
8. Bidders will ensure that the Tender cost and Earnest money Deposit (EMD) are electronically transferred to the Hotel Patliputra Ashok account before the closure of the bid submission time and would not make Hotel Patliputra Ashok liable (in any case) for delay/ non-payment in this regard.

PROCEDURE UNDER E-TENDERING

INSTRUCTIONS TO BIDDERS

DEFINITIONS:-

- A. **C1 India Pvt. Ltd:** New Service provider to provide the e-tendering Software and facilitate the process of e-tendering on Application Service Provider (ASP) model.
- B. **ITDC e-Procurement Portal:** An e-tendering portal of India Tourism Development Corporation Ltd. ("ITDC") introduced for the process of e-tendering which can be accessed on <https://ITDC.eproc.in>.

1. ACCESSING / PURCHASING OF BID DOCUMENTS

- i. It is mandatory for all the bidders to have class-III Digital Signature Certificate (**With Both DSC Components, i.e. Signing & Encryption in the name of authorized signatory (who will sign the Bid)**) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link www.cca.gov.in) to participate in e-tendering of ITDC.
- ii. C1 India Pvt. Ltd. Facilitates procurement of Class III DSC's from e-mudhra.
- iii. DSC Procurement request may be sent to amandeep.kaur@c1india.com for more details during ITDC working days.
- iv. To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the ITDC e-Tendering Portal (<https://ITDC.eproc.in>) to have a user ID & Password which has to be obtained by submitting a non refundable annual registration charges Applicable as per Tender Cost to M/s C1 India Pvt. Ltd. Through online mode only. Validity of online Registration is 1 a year.
Following may be noted –
 - a. Applications can be submitted only during the validity of registration with the ITDC eTendering Portal being managed by C1 India Pvt. Ltd. i.e. <https://ITDC.eproc.in>
 - b. The amendments/ clarifications to the tender, if any, will be posted on the ITDC website (www.ITDC.org) and ITDC eTendering Portal (<https://ITDC.eproc.in>).
 - v. To participate in bidding, bidders have to pay **Application Fee (non-refundable)** as per the amount mentioned in the tender document through online mode only mentioned in individual tender document as published by ITDC on e-tendering Portal (<https://ITDC.eproc.in>)
 - vi. If the Applicant has already registered with C1 India Pvt. Ltd for ITDC e-tendering Portal usage and validity of registration has not expired, then such applicant does not require fresh registration.
 - vii. For helpdesk please contact **E-Tendering Cell and Help Desk Support+ 91 -124-4302030, + 91 -124-4302031, + 91 -124-4302032..**

DISCLAIMER

The Applicant must read all the instructions in the TENDER and submit the same accordingly.

For any support/ assistance they may contact aforesaid helpdesk officers.

FORM 'A'

TECHNO COMMERCIAL BID FOR **Conference Audio-Visuals Aid**
ANNUAL FIXED RATE FOR SUPPLY OF FOR **Conference Audio-Visuals Aid** ON HIRE BASIS FOR
THE PERIOD – 1st October 2017 TO 31st Sept 2018

1. Name of the tenderer :
:
2. Full Address
(a) Permanent Address with telephone no. & Fax No. shop/office :

(b) Email Id
(c) Present address with telephone no. :
3. Status of the tenderer :
(Please state whether sole Proprietor/Hindu Undivided
Family/Partnership/ Pvt. or Public Limited
Company.) (Attach Copy)
4. Banker's Details, (Attach Copy P/B)
 1. Name of Bank & Branch :
 2. Account No. :
 3. Address :
5. Past experience in the trade
(Attach copies of Purchase order/Contract letter) :
6. PAN No.
(Attach Copy of PAN card))
7. Particulars of Earnest Money deposit :
9. Assessment of income tax return(last 03 years) :
Attach Copy
10. Audited Balance sheet & P&L:
(Attach Copy
11. GST No. :
(Attach copy)

Name of the Tenderer

Signature

Full Address & Tel. No

FINANCIAL BID

Annexure 'B'

ANNUAL FIXED RATE FOR SUPPLY OF **Conference Audio-Visuals Aid** ON HIRE BASIS FOR THE PERIOD – 1st October 2017 TO 31st Sept 2018

Sr. No.	Particular	Estimated Quantity	Rate with unit	Amt
01.	Fixed Microphone with Public Address System with (upto 200watts)	100 no.		
02.	Cordless Microphone(Lapel Microphone, Hand Microphone with Public Address System with (upto 200watts)	250 no.		
03.	Video Recording for conference and seminar (Min. 03 hrs. in each slot with CD)	25 no.		
04.	Audio Recording (Normal) in (Min. 03 hrs. in each slot with CD)	05 no.		
05.	LCD Projector with laptop and pointer (upto 2500 Lum) (Screen Size upto 8'*6')	100 no.		
06.	LCD Projector with screen (Size8'*6')	20 no.		
07.	Laptop or Desktop Computer with 15" Monitor	30 no.		
08.	Music System with (Two top two base)	10 no.		
09.	U.P.S uninterrupted power supply (600VA) with 40min Backup	10 no.		
10.	LED (48")	10 no.		
11.	Raised Dias18 inch (height) with a theme based backdrop, printed carpets and set of stairs 18x09 (Per Sq.ft)	9000 sq ft		
12.	Flex printing Moulding on Iron frame (Per Sq.ft)	3000 sq ft		
13.	4g Wi- fi dongle back up support for conference and seminar (*Min. 04 hrs /With 02 Mbps plan)	100 no.		
14.	Back projection framing 8 x 6	20 no.		
15.	Back projection framing 6 x 4	20 no.		
16.	Flex Moulding on iron rod or angle (best quality) (Per Sq.ft)	3000 sq ft		
17.	Slide Changer	05 no.		
18.	Electronic Podium	10 no.		
19.	Countdown timer	10 no.		
20.	Presentation Scaler Swithcher	10 no.		
21.	Flower Hand bouquet (Premium Flower Dutch rose jarbera, gladiolus, orchid, lily with filler)	100 no.		
22.	Mixer	05 no.		
23.	Over Head Projector	05 no.		
	Total			

Amount in words _____

GST/Taxes: Extra As Applicable

Name of the Tenderer

Signature

Full Address & Tel. No.

HOTEL PATLIPUTRA ASHOK, PATNA

Terms and condition

Subject :- Online Tender for supply of Conference Audio-Visuals Aid on Hiring basis for Hotel Patliputra Ashok Patna - 800001.

The tenderers should carefully peruse the clauses here under, before submitting their tenders. Clarifications, if any, may be sought prior to submission of tender. No request for clarification will be entertained once the tender is submitted.

1. Online tenders are invited for the supply of **Conference Audio-Visuals Aid on hiring basis** as per specification given in the tender documents from the bonafide bidders. The tenders are required to be submitted online in two bid system in the prescribed format. The tenders are to be submitted on the website: <https://itdc.eproc.in>. The EMD of **Rs. 16500/- (Refundable)** to be deposited online through <https://itdc.eproc.in> The cost of money transfer (including Payment Gateways Commission and taxes etc) has to be borne by the bidder.
2. **Interested parties may submit their bids in two parts i.e. Part (I) "Technical Bid"**
3. I. **EMD**
 - II. **Complete signed tender document**
 - III. **Details information required in annexure 'A', if needed the additional documents can also be enclosed.**
 - IV. **Supporting Documents**
 - V. **Pre-Integrity Pact**
 - VI. Agreement on non judicial Stamp paper of appropriate value

Part (II) "Financial Bid", indicating rate and other terms & conditions for the items given in annexure 'B'.

3. The tenderers must be careful to read all the terms and conditions of tender before quoting their rates.
4. No interest will be payable on EMD. In the case of successful bidder, earnest money deposit will be adjusted towards the security deposit or it may be forfeited in case the successful bidder refuses to accept the award of supply or fails to complete the required formalities within the stipulated time frame. The earnest money is refundable to the unsuccessful bidders only after the finalization of the tender.
5. Validity of offer should be for a period of 120 days from the date of opening of the tenders.
6. **Tenders will be summarily rejected and no correspondence in this regard shall be entertained on the following:-**
 - i) **In case of Conditional Offers**
 - ii) **Rates not to be quoted in the Techno commercial bid. In case the rates are found written on the "Techno Commercial Bid", the tender will be rejected.**
 - iii) **If the prescribed Tender Document Fee and/or Earnest Money Deposit (EMD) is not paid.**
7. The Financial bids of only those parties will be opened who qualify the technically on the basis of techno commercial bid and samples, will be opened on a later date which will be informed to the technically qualified parties only.
8. The management reserves the right to accept or reject all/any offers without assigning any reason.

9. **In case of eligible Micro and Small Enterprises (MSE) quoting within the price band of L-1 rates + 15% may be allowed to supply up to 20% of the total Tender Value (including 4% reserved for SC/ST entrepreneurs) provided that it matches the final negotiated rates of the L-1 party. In case of more than one such eligible MSE the specified quantum of supply will be divided equally provided all eligible MSME's match the final negotiated rates of the L-1 party.**
10. **Supporting Documents-** All the required supporting documents must be uploaded as per the prescribed method along with Techno Commercial Bid of the tender.
11. The material shall be of the best quality and of the exact kind, quality and description demanded and Successful tenderers must make supplies conforming to approved samples and/or specifications, and at any stage if these are found unsuitable, shall be liable to be rejected by the Hotel or by the officer of the Hotel authorized in this behalf and he will not be required to assign any reason and the decision of such officer shall be final and binding on the supplier, who shall immediately arrange to remove the rejected material within specified time.
In case of any of the said material being rejected or not being supplied as aforesaid. The Corporation shall be at liberty to purchase the same at the cost and expenses of the contractor and the Contractor shall on demand pay to the corporation, all such extra costs charges and expenses as shall or may be incurred or sustained in procuring the same and /or the extra amount spent by the corporation on account of such purchases, shall be deducted from the security/running bills. In case of repeated defaults the corporation reserves the right to terminate the contract and forfeit the security deposit and the contractor shall have no right to any compensation or damages in this regard but shall continue to be liable for risk and cost of procurement till the original expiry date of the agreement any liquidated damages to be recovered from him from any/all kinds of amount due and payable by the unit to him as well as legal proceedings against him for recovery of the same.
12. The contractor will maintain proper date-wise record of all indents placed on them by the Hotel for effecting supplies. The Contractor shall maintain similar records for the same and shall ensure that such telephonic indents are followed by written indents. The supplies must be accompanied by a proper dated challans/advice mentioning therein separately the quantity ordered and quantity supplied in respect of each item.
13. The rates tendered shall be on the basis of bulk quantity and no increase in rates during the contract period will be entertained. **The rates should be F.O.R. Hotel only.** All orders placed till last date of contract will have to be completed without fail.
14. The successful tenderer shall have to deposit a Security Deposit of 2.5% of the total value of contract (1% by deposit of cash of Bank Draft and 1.5% by way of Bank Guarantee/irrevocable Bank Guarantee in favour of Hotel Patliputra Ashok from any Nationalized Bank) within 7 days of contract. EMD can be adjusted with the Security Deposit. No interest is payable on the Security Deposit.
15. The earnest money of unsuccessful tenderers would be released after finalization of the rate contract.

16. Normally, the payment will be made within 30 days from the date of receipt and acceptance of material. Payment will be released by the unit after satisfactory delivery. The bills for the supplies as aforesaid may be preferred by the contractor on the corporation within a month from the last date of the billing period. The bills should be made proper printed bill from serially numbered and in no case on the letterheads.
Any over payment of the contractor's bills for the supplies made under these terms and conditions shall be recovered from the contractors from his bills subsequently submitted for payment and if such over payments or any portion thereof, or thereafter remitted by the contractor, the amount so recovered will be refunded to the contractor, the Corporation shall have the right to recover the overcharges, from the security deposit as well.
17. In case, it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith, if not, yet appointed as the contractor/supplier and if the Applicant has already been issued the LOA or has entered into the contract, as the case may be, the same shall notwithstanding anything to the contrary contained therein be liable to be terminated along with forfeiture of Earnest Money Deposit (EMD)/Performance Security by a communication in writing by the Corporation to the Applicant, without the Corporation being liable in any matter whatsoever to the Applicant and without prejudice to any other right or remedy which the Corporation may have under the Bidding Documents, the Contract or under applicable law. Besides, the Corporation reserves the right to blacklist the applicant for any future dealing along with initiation of any appropriate penal action as per the applicable law.
18. It is clearly understood that the corporation's right and the contractor's obligation for compensation is not limited to the extent of security deposit and/or the dues owned to the contractor and the corporation shall have the right to proceed against the contractor for the recovery of its claim in excess of the security deposit and/or the dues available with the corporation. The corporation has the right to **withhold** the security deposit and appropriate the same if need be until the dues of the contractor are fully settled.
19. **The firms which are registered with MSME shall be exempted for submitting tender fee & EMD. To avail such exemption/the firm has to upload their registration certificate & other relevant documents.**
20. Supplies will be taken on staggered delivery basis as per requirement. The quantities shown in the list are only estimated requirement for the guidance of the tenderer. Management reserves the right to demand quantities in excess or less to any extent than the above estimated requirements and no argument of any kind will be entertained. The contractor shall effect the supplies as per delivery schedule conveyed through phone/mail/in person and Hotel Management Reserves the right to refuse supplies received after the scheduled date and as per requirement, will be free to make purchase at their Risk & Cost and any increase in rates would be debited to Contractor's Account.

21. In the event of a dispute or difference relating to the interpretation and application of the provision of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of public Enterprises to be nominated by the Secretary to the Government of India in charge of the Department of public Enterprises. The Arbitration and Conciliation Act, 1996 and The Arbitration & Conciliation Act 2015 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law-Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator."
22. The following terms used in the foregoing paragraphs shall have the meaning given against each:
 - i) Corporation means" India Tourism Development Corporation Ltd.
 - ii) Supplier Contractor means the successful tenderer to whom the contract is awarded.
 - iii) Officers of the Corporation or Officer means the Officer named by the Corporation or by the receiving hotel to inspect the supplies.
 - iv) MANAGING DIRECTOR means the Managing Director of India Tourism Development Corporation Limited.
23. Any dispute arising out of the contract will fall under the jurisdiction of Patna court only.
24. The tenders have the option to quote for any one or more or all the items.
25. Evaluation of Financial bid will be done by over all L-1 Party.
26. Management reserves the right to divide the order between L-1 & L-2 in 60:40 ratio provided L-2 agrees to bring down the rates as per L-1.
27. Any dispute arising out of the contract will fall under the Patna High Courts.
28. An agreement (Format Attached) is to be signed with the corporation embodying all terms & condition of the contract within one month of the receipt of acceptance letter from the corporation. The cost of the stamp papers of appropriate value shall be borne by the contractor.
29. The security deposit shall be deposited within 10 days of the receipt of acceptance letter from the corporation. This amount to the extent not appropriated by the corporation in the manner aforesaid, shall be refundable after due performance of the contract or audit of accounts whichever is later.
30. In the event of the contract being extended, the management reserves the right to call upon the contractors to continue the supplies for one month in excess of the contract period at the rates of the immediately preceding month provided such an extension is made before next year's tenders are accepted by the Corporation and communicated to the concerned contractors. Similarly the management reserves the right to defer the commencement of the supply period by one month.

31. The successful tenderer will have to sign an agreement in the prescribed format (draft agreement is attached herewith) with amendments, if any, considered necessary by ITDC Unit: Hotel Patliputra Ashok.
32. As per the agreement required to be signed the management reserves the right to call upon the contractor to continue the supplies at the contractual rates for one month in excess of the contract period. Similarly the Hotel also reserves the right to defer the commencement of the supply period by one Month.
- 33.** The successful tenderer will be required to enter into an integrity pact as per the draft enclosed with the tender document before signing of the agreement.
34. The contract period for one year may be extended for the further period of one year on mutually agreed upon by both the parties subject to no downward trend of rate in the market.

Asst. Mgr.(F&B)
HOTEL PATLIPUTRA ASHOK, PATNA

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2017, between in on one hand, and ITDC Unit-Hotel Patliputra Ashok acting though Shri _____ Designation of the Officer, 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 procure (Name of Stores/Equipments/Item) and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency constituted in accordance with the relevant law in the matter and the BUYER is a PSU performing its functions on behalf of India Tourism Development Corporation Ltd.

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 to be entered in to with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specification by avoiding the high coast 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 here to 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 implementation process related to the contract.

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

- 1.3 All the official 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 BIDDERS 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 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-contact stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDERS 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 undertake 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 disfavor to any person in relation to the contract or any 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 BIDDERS further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores 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 filling 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 in to any monetary dealings or transaction, 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 Enterprises in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agree 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. **Earnest Money (Security Deposit)**

5.1 While submitting commercial bid, the bidder shall deposit an amount _____(to be specified in RFP) as earnest Money/ Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank draft or a Pay Order in favour of _____
- (ii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money/ Security Deposit shall be valid up to a period of five years or the complete conclusion of both the Bidder and the BUYER including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of sanctions for violation shall be applicable for 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.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6 **Sanctions for Violations**

- 6.1 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, any 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, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. 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 incase 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 the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In case 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.
 - (x) 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.

- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) 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 state enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect 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 purposed of this Pact.
7. **Fall Clause**
- 7.1 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 systems 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.
8. **Independent Monitors**
- 8.1 The BUYER has appointed independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Name and Addresses of the Monitors to be given).
- 8.2 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.
- 8.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 8.5 As soon as the Monitors notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 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 Monitors, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractor (s) with confidentiality.
- 8.7 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.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ with 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.

9. 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.

10 Law and Place of Jurisdiction

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

11 Other Legal Actions

This 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.

12 Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction for 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.

12.2 Should one or several provision 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.

13. The parties hereby sign this Integrity Pact at _____ on _____

BUYER
Name of the Officer
Designation
Deptt./MINISTRY/PSU

BIDDER
CHIEF EXECUTIVE OFFICER

Witness

Witness

1. _____

1. _____

2. _____

2. _____

*Provisions of these clauses would need to be amended/deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

DRAFT AGREEMENT

This agreement made this _____ day of 2017, Two Thousand & Sixteen called "The contractor" which expression shall unless excluded by or repugnant to the context include his heirs, execute and assigns) of the one part and India Tourism Development Corporation Limited) having its registered office at Scope Complex, Lodhi Road, New Delhi-110003 herein after called the "Corporation which expression shall include its successors and assigns on behalf of the other party, whereas constituent units of the corporation want to purchase _____ for which tenders were invited. And whereas the contractor has submitted the tender which has been accepted by the corporation.

Now it is hereby agreed between the parties as follows:

1. The supply will commence from _____ and shall remain in force (unless terminated earlier as provided herein after) for a period upto _____. The Corporation also reserves the right to terminate the contract any time and without assigning any reason thereof by giving one Months notice of its intention to do so in writing to the contractor and the contractor shall not be entitled to any compensation by reasons of such earlier termination
2. The contractor shall be responsible for performing all or any of the services detailed in and arising out of the contract during the day and also at night without any additional remuneration when so directed by the corporation or by any officer authorized in this behalf
3. The corporation reserves the right of placing the contract simultaneously or any time during this period with one or more articles or quantity does not by itself confer a right on the contractor on demand that the supply of all or of any item thereof, should necessarily be exclusively entrusted to him.
4. The contractor shall provide, furnish and deliver at the premises of _____ during the period of this contract commencing from the terminating on the articles of the nature and description specified in the schedule. A hereto annexed and subject to the conditions contained in the said schedule which shall be taken as part of this contract, in such number and quantity as may from time to time be required for and on behalf of the corporation by any officer duly authorized in this behalf at the rates and prices mentioned in the said schedule.
 - a. The articles shall be of the best quality and of the exact kind, quality and description demanded and shall be liable to be rejected by the company or any officer authorized in this behalf by the corporation to inspect or reject goods supplied by the contractor, if any items be not up to the standard required.

- b. In case the said articles or any of them shall be so rejected the said officer shall Not be required to assign or give any reason for such rejection and decision shall be final conclusive and binding upon the contractor. In case of any of the said articles being rejected or not being supplied as aforesaid the corporation shall be at liberty to procure the same or such other articles as may be required in that behalf, at the cost and expenses of the contractor and the contractor shall, upon demand pay to the corporation all such costs charges and expenses and interests as shall upon demand pay to the corporation all such cost charges and expenses and interests as shall or may be incurred or sustained in procuring the same the contractors shall be liable to pay in addition, to the corporation sum of rupees incurred extra at the option of the corporation as liquidated damages for each and every such default or for any such breach of the contract, as often as the same shall happen, the corporation being at liberty to retain the said sums from the amount of any bills that may or shall become due to the contractor or from Security Deposited by him for the due performance of this contract.
- c. The contractor will maintain proper date-wise record of all indents placed on him by the Hotel for effecting supplies, if the telephone indents place at any time in the Hotel, the contractor shall maintain similar records for the same. They shall ensure that such telephonic indents are followed by written indents subsequently.
- d. The tendered item is required for the purpose of guests in the Hotels. Timely delivery is, therefore, the essence of the indent/Purchase Order. In case of delay in delivery, liquidated damages, as deemed fit, may be charged from the defaulting tenderer. The Corporation further reserves the right to cancel the indent/Purchase Order in the event of delayed deliveries, and to issue a fresh Purchase Order on any other source at the risk and cost of the tenderer. After the acceptance of delivery, in case of any complaint received from the guests/users at the time of use of the items, the Corporation reserves the right to deduct the complete cost of the batch supplied and if complaints continue to persist and if there is no remedial action to the satisfaction, then receipts/acceptance of supplies will be stopped forthwith.

The Corporation reserves the right to reject defective, loose and cracked items.

Supplies not meeting the specifications, or deficient in any other respect, shall be rejected and returned to the tenderer at his cost. Such supplies should be replaced free of charge within 30 days from the date of receipt of the rejected quantity by the tenderer. In the event the product supplied is found to be unacceptable due to lapses in packing or due to deficiencies, the Corporation reserves the right at its sole discretion to cancel the Purchase Order, and to withhold payments.

The Corporation reserves the right to cancel the Purchase Order in case of complaints, if any, received regarding quality, quantity, etc. subsequent to receipt of the items against the Purchase Order, which have been established as due to defaults on the part of the tenderer.

- 5 In case of breach of any of the conditions of this agreement and the terms and conditions of the contract which shall form part of this agreement, the corporation shall be at liberty to terminate this contract forthwith without prejudice to the right of the corporation to claim damages on account of antecedent breaches thereof.
- 6 The contractor shall not be directly concerned or in any way deal with the officer or other persons employed by or under the authority corporation in making the supplies hereby contracted for, nor shall the contractor either directly give or promise to pay or give or permit to be given to any person in any department under the corporation, money, or gratuity fee or reward for any matter or thing in any way relating to the performance of the contract.
- 7 The contractor shall be personally responsible for the quality and purity of the material supplied and in case of any adulterated or substandard material found being supplied, the Contractor shall be personally liable for civil and criminal actions under the FSA- 2006 (standards of FSSAI) or any other act for the time being in force, amended from time to time. The Contractor shall be solely responsible for the compliance of provisions of the relevant Acts." Supplies must be accompanied by a proper dated challan/advice mentioning therein separately the quantity ordered and quantity supplied in respect of each item.
- 8 The contractor shall not assign the present contract or in any manner allow any other person or persons to interfere in without the special permission in writing of the said officer on behalf of the corporation.
- 9 The bills for the articles supplied said may be preferred by the contractor to the corporation within a month from the date of actual delivery of the articles. Any other payment of the contractors bills for the supplies made under these terms and conditions shall be recovered from the contractors from his bills subsequently submitted for payment and if such over payments or any portion thereof is thereafter remitted by the contractor, the corporation shall gave the right to recover the overcharges from the security deposit as well. The bills shall be made on proper printed bill from serially numbered and not on letterheads.
- 10 Any difference or dispute arising out of or related to this agreement will be referred to the sole arbitrator duly appointed by the Chairman and Managing Director of ITDC having its registered office at SCOPE Complex, Core-8. 7-Lodhi Road, New Delhi-3 and the Contractor shall not object to the same. The Arbitration proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act 1996. The Award of the Arbitrator shall be final and binding on both the parties. Save as above, the jurisdiction shall be of Patna Courts only."
- 11 The security amount shall be deposited within ten days of the receipt of acceptance letter from the corporation. This amount shall be retained by the corporation and shall be refundable to the extent not appropriated or adjusted by the corporation in terms of this agreement, after due performance of the contract or audit of accounts whichever is later.

12 In the event of contract being extended, the management reserves the right to call upon the contractors to continue the supplies for one month in excess of the contracted period at the rates of the immediately preceding month provided such extension is made before next years tenders are accepted by the corporation and communicated to the concerned contractors. Similarly, the management reserves the right to defer the commencement of the supply period by one month.

13 Subject to clause 12 above PATNA COURTS alone will have jurisdiction. Cost of stamp paper shall be borne by the contractor.

14 IN WITNESS TO THIS parties above mentioned have signed the contract on the date and year first stated above.

IN PRESENCE OF

Signed and delivered by the

Above named contractor

1. _____

2. _____

IN WITNESS OF

Signed and delivered by
Asstt. Manager(MM&D)
HOTEL HOTEL PATLIPUTRA ASHOK
Patna-800001

1. _____

2. _____

