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## Summary Sheet

1. Title of the tender : Annual Rate Contract for supply of  
**CHARCOAL** to ITDC: Unit Hotel Patliputra Ashok, Patna
2. Ref. No. : HPA/MMD/Charcoal/2017
3. Product Category : **CHARCOAL**
4. Sub Category :
5. Tender type : Buy
6. Tender Value : Appx. Rs. 3, 65,000.00/-
7. EMD Value : Rs. 5475.00/- (Online Payment)
8. Cost of tender document : 0
9. Announcement date : 23.11.2017 from 10.00 AM
10. Last date & time of collection of documents : 19.12.2017 Upto 23.59 PM
11. Last date & time of submission : 19.12.2017 Upto 23.59 PM
12. Date & time of opening : 20.12.2017 Upto 16.00 PM
13. Work description : Supply of **CHARCOAL**  
to Hotel Patliputra Ashok, Patna.
14. Prequalification Detailed : As per Techno Commercial Bid, with  
desired EMD uploading documents  
stated in Annexure "A".
15. Contact person with Tele. & Address : Asstt. Mgr (E&M-MM&D)  
Hotel Hotel Patliputra  
Ashok, Patna.

## TENDER NOTICE

Online tenders are invited for supply of **CHARCOAL** to ITDC: Unit Hotel Patliputra Ashok, Patna as per the specifications given in the tender document. The tenders are required to be submitted online in two bid system in prescribed format. The tender can be applied from the website <http://itdc.eproc.in> or through a link – About Us > Tender > E-Procurement on website [www.theashokgroup.com](http://www.theashokgroup.com). The EMD of Rs. 5475.00/- (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 23.11.2017 from 10.00 AM
Last Date and Time of Document Sale	19.12.2017 Upto 23.59 PM
Last Date and Time of Tender Submission	19.12.2017 Upto 23.59 PM
Date and Time of opening of Tender	20.12.2017 Upto 16.00 PM

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. + 91 120 4746889. Clarification regarding content of tender document please contact 0612-2505270-76, 8093006642. Intending bidders in their own interest may approach the e tendering helpdesk well in advance to ascertain the requirements to participate in the tender.

Asstt. Mgr. (E&M-MMD)

## **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 etendering.
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

DSC Dongle driver should be installed before logging in

Reliable Internet Connectivity.

Certificate with full chain.

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.

Java 8.40

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 ITDC Ltd. 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](http://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](mailto: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 value to M/s C1 India Pvt. Ltd. Through online mode only. Validity of online Registration is 1 year.

Following may be noted –

- a. Applications can be submitted only during the validity of registration with the ITDC e-Tendering 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 ITDC e-Tendering 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 for the value which is equal to or more than the value of this tender 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

## **HOTEL PATLIPUTRA ASHOK, PATNA**

### Important Instructions to the Tenderers

#### **Subject :- Tender for CHARCOAL for HOTEL PATLIPUTRA ASHOK, PATNA**

E- Tenderers are invited from direct manufacturers and authorized distributors for supply of CHARCOAL in Hotel Patliputra Ashok, Patna for a period of one year on staggered delivery schedule basis.

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 CHARCOAL 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 submitted on the website: <https://itdc.eproc.in> or through a link- About Us > Tenders > E-procurement on website [www.theashokgroup.com](http://www.theashokgroup.com). The EMD of Rs. 5475.00/- (Refundable) to be deposited online through <https://itdc.eproc.in> 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 online in two parts i.e. (I) Techno Commercial Bid along with payment of EMD & tender fee (online payment) and giving the detailed information required in annexure 'A &B', if needed the additional documents can also be uploaded. (II) Financial Bid, indicating rate and other terms & conditions for the items given in annexure 'C'.

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. 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. EMD of successful bidder will be refunded after submission of security deposit.

5. Validity of offer should be for a period of 120 days from the date of opening of the tenders.

6. Conditional offers shall not be accepted. It must be clearly understood that the Hotel Management reserves the right to reject any tender without assigning any reason whatsoever. The tenderer shall be bound by the terms and conditions of the tender.

7. The Financial bids of only those parties, who qualify in technical bid and in 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. Supporting Documents- All the required supporting documents must be uploaded as per the prescribed method along with Techno Commercial Bid of the tender.

10. 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.

11. 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 net, inclusive of all taxes and F.O.R. Hotel only. All orders placed till last date of contract will have to be completed without fail.

12. The successful tenderer shall have to deposit a Security Deposit of 2.5% of the total value of contract (1% by deposit of cash or 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. No interest is payable on the Security Deposit.

13. The earnest money of unsuccessful tenderers would be released after finalization of the rate contract.

14. Normally, the payment will be made within 30 days from the date of receipt and acceptance of material.

15. In case of non-supply or short supply of material by the contractor, the Hotel shall be at liberty to purchase the quantity equivalent to the short supply/Non-supply of material from local market at the contractor's risk & cost.

16. 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 manner 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.

17. 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.

18. 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.

19. Supplies will be taken on staggered delivery basis as per requirement. The quantities shown in the list are only estimated requirements 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.

20. In the event of a dispute arising between the supplier and unit/corporation during the currency of the contract or after the conclusion thereof, the same shall be referred to the sole arbitration of the Managing Director of ITDC or the Officer appointed by him and his award shall be final and legally binding on both the parties and there will be no objection to this effect that the officer who has been appointed by the Managing Director is an employee of the Corporation or that in course of his dealing with official matter he has expressed any opinion on this subject.

21. The following terms used in the foregoing paragraphs shall have the meaning given against each:
- a) Corporation means "India Tourism Development Corporation Ltd.
  - b) Unit means "Hotel Patliputra Ashok".
  - c) Supplier Contractor means the successful tenderer to whom the contract is awarded.
  - d) Officer of the corporation or Officer means the Officer named by the Corporation or by the receiving hotel to inspect the supplies.
  - e) Managing Director means the Managing Director of India Tourism Development Corporation Ltd.

22. Any dispute arising out of the contract will fall under the jurisdiction of Patna court only.

23. The contractor shall be solely responsible for maintaining good hygiene and ensuring Good Manufacturing Practices in his facilities as well as ensuring good quality and purity of the raw material used in the preparation of the material supplied. In case of any adulterated or substandard material is found supplied, the Contractor shall be solely liable for the Civil and Criminal actions under the Food Safety Act 2006 (FSA) and applicable Rules as amended from time to time and Standards & Specifications of Food Safety Standards Authority of India (FSSAI) or any other Act in force at the time. The Contractor shall be solely responsible for the compliance of provisions of the relevant Acts.

24. The bidders are required to bid for all the items as cited in technical and financial bids. And tender will be awarded to overall lowest bidder.

25. For the evaluation of the tender, the rates quoted shall be presumed for the units of the measurement given in the tender document

26. All material supplied should conform to the Food Safety Standards as per Food Safety Standards Act/Rules.

27. Management reserves the right to divide the order between L-1 & L-2 in 60:40 ratios provided L-2 agrees to bring down the rates as per L-1.

28. The Management reserves the right, if required, to visit the manufacturing site for inspection.

29. The Tenderer should submit samples of tendered items with conspicuously marking brand name, weight, content on the samples so that samples are not mixed up with others.

Asstt. Mgr. (E&M- MM&D)

## **India Tourism Development Corporation**

### **Unit: Hotel Patliputra Ashok, Patna**

#### Terms and condition

1. The rates quoted should be 'NET Rates' inclusive of all charges and taxes, on "FOR" destination basis.
2. Rates should be quoted strictly according to the unit of the measurement specified against each item. For the evaluation of the tender, the rates quoted shall be presumed for the units of the measurement given in the tender document only.
3. Total amounts calculated on the basis of estimate quantities and the rates quoted should also be indicated in Amount Column of the schedule.
4. 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.
5. 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.
6. Payment will be released by the unit after satisfactory delivery.
7. The evaluation of Financial Bid to ascertain L-1 shall be carried out on the basis of rates calculation of all items in totality (total value of the tender as per the Financial Bid).
9. All bidders will be required to enter into an integrity pact as per the draft enclosed with the tender document.
10. The contractor shall provide, furnish and deliver the supplies awarded at the respective premises of Hotel Patliputra Ashok during the period of this contract commencing from the date of acceptance of the tender till the expiry of the contract, unless it is terminated earlier. The material of the nature and descriptions specified in the tender form hereto 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 at rates and prices agreed to.
  - a) The material shall be of the best quality and of the exact kind, quality and description demanded and if at any stage these are found unsuitable/substandard shall be liable to be rejected by the Corporation or by any officer of the Unit authorized by the Corporation. The decision of such officer shall be final and binding on the supplier.
  - b) In case the material or any part thereof has been rejected, the said officer shall not be required to assign or give any reason for such rejection and his decision shall be final and conclusive and binding upon the 'Contractor' 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.

- c) As hundreds percent inspection of the commodities is not possible or practicable at the time of the supply, the contractor shall be responsible to accept back and replace any or all material which are on inspection/opening checking/actual use found unsuitable or below the standard required by the Corporation. The Corporation shall have the right to proceed in the same manner as in the case of sl.no.10 (a) & (b) above in respect of these rejected commodities as well.
  - d) The quantities shown in the 'Schedule' are only estimated requirements for the guidance of the tenderers but the Corporation reserves the right to demand quantities in excess of less to any extent than the above referred estimated requirements. No arrangement of any kind shall be entertained. The Corporation also reserves the right to demand any particular item shown in the form of tendered rates throughout the currency of the contract and the contractor shall not be entitled to claim any compensation or damages.
  - e) 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 record for the same and shall ensure that such telephonic indents are followed by written indents.
  - f) 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.
11. 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 ordered and quantity supplied in respect of each item.
12. In the event of failure on the part of the "Contractor" to supply the material, in accordance with the conditions entered herein the Corporation shall have the right to make alternative arrangement at the cost and risk of the contractor. The contractor shall reimburse the extra cost to the corporation and in case of his failure to do so. The corporation shall have the right to recover the amount from the security deposit of the contractor/or any dues owned by the corporation to the contractor. 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.
13. In case of breach of any of the conditions stipulated herein the corporation shall be at liberty to terminate the contract without prejudice to the right of the corporation to claim damages on account of breaches thereof in the same manner as at (12) above as well as well risk cost till the original expiry date of the agreement in the same manner as at 10(b) above.
14. The contractor shall not be directly concerned or in any way deal with the officers or other persons employed by or under the authority of the corporation in making the supplies hereby contracted for, nor shall the contractors either directly or indirectly give or promise to pay or give, or permit the be given to any person or persons or in any department under the corporation, money or gratuity, fee or reward for any matter or thing or any way relating to the performance of the contract.

15. The contractor shall not assign the present contractor or in any manner allow any other person or person to interfere in the management or performance thereof, without the written permission of the corporation.
16. The bills for the supplies as aforesaid may be preferred by the contractor on the corporation within a month from last date of the billing period. The bills should be made proper printed bill from serially numbered and in no case on the letterheads.
17. Any overpayment 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.
18. The corporation shall pay for such approved material as shall be supplied by the contractor and accepted by the said officer for and on behalf of the corporation under or by virtue of these 'terms and conditions' at the rates and price which will be specified and contained in the schedule after the tender has been approved.
19. Tenders from suppliers/contractors of sound financial standing and capacity will only be considered and should have experience in supplying the tendered items to reputed hotels.
20. 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.
21. 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.
22. 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 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.
23. **GST registered vendor may only apply and submit their GISTIN number in this regard.**

**HOTEL PATLIPUTRA ASHOK**

Annexure” A”

Techno Commercial Bid

1. Name of the firm : \_\_\_\_\_  
E-mail id : \_\_\_\_\_  
Address : \_\_\_\_\_  
Telephone No./fax no. : \_\_\_\_\_  
Mob No. : \_\_\_\_\_  
Residence / Shop : \_\_\_\_\_
2. Name of Bankers : \_\_\_\_\_
3. (a) Status Proprietary/Partnership : \_\_\_\_\_  
Regd./ Pvt. Ltd. Co.  
(b) In case of MSME firm, : \_\_\_\_\_  
(upload the copy of Registration Certificate)  
(c) Details of Authorized Distributor : \_\_\_\_\_
4. PAN (copy to be uploaded) : \_\_\_\_\_
5. Details of past experience of 2 years in  
the same trade of supplying to reputed Hotels/institutions.  
(Please upload the copies of work order/purchase order): \_\_\_\_\_
6. Copies of Audited Balance Sheets & P&L Accounts of last 3 years **OR** Turnover Certificate of  
last 3 years by Chartered Account : \_\_\_\_\_  
(Copy to be uploaded)
7. GISTIN Registration No. : \_\_\_\_\_  
(Copy to be uploaded)
8. Tender Fees of Rs. 200/—(Online payment) : \_\_\_\_\_
9. EMD of Rs. 5475/- (Online payment) : \_\_\_\_\_
10. RTGS/NEFT Details : \_\_\_\_\_  
Account Name (for refund of EMD)  
Name of Bank : \_\_\_\_\_  
IFSC CODE : \_\_\_\_\_  
Bank Account No. : \_\_\_\_\_

Name of the Tenderer

Signature

Full Address & Tel. No.

## FINANCIAL BID

**Annexure 'B'**

ANNUAL FIXED RATE FOR SUPPLY OF CHARCOAL FOR THE PERIOD OF 01 YEAR

SL	PARTICULARS	ESTIMATED	RATE	AMOUNT
No		QUANTITY	QUOTED WITH UNIT	
1.	Screened charcoal (Dry, dust free, 1.5" sizes each Pieces duly packed in gunny bags.	<b>15000kg.</b>		

Name of the Tenderer

Signature

Full Address & Tel. No.

## 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 through 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 BIDDERS 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-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 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 \_\_\_\_\_ between \_\_\_\_\_ (Herein after called "The Contractor" which expression shall unless exclude by or repugnant the context include his heirs executors and assigns of the one part) and India Tourism Development Corporation Ltd. having its registered office at Scope Complex, 7-Lodhi Road, New Delhi –110003 herein after called the "Corporation" which expression shall include his successor and assigns on behalf of the other party, whereas the General Manager, Hotel Patliputra Ashok, Beer Chand Patel Path, Patna-800001, Bihar a constituent unit of 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 commenced from \_\_\_\_\_ and shall remain in force (unless terminated earlier as provided hereinafter) for the period up to \_\_\_\_\_. The Corporation also reserves the right to terminate the contract any time and without assigning any reasons thereof by giving one month's 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 provide furnish and deliver the supplies awarded at the premises of Hotel Patliputra Ashok, Beer Chand Patel, Patna-800001 during the period of the contract commencing from \_\_\_\_\_ unless, it is terminated earlier. The Contractor shall be responsible for performing all or any of the service details in and arising out of the contract during the day also at night without any additional remuneration when so directed by the company or by any officer authorised on their behalf.
3. The Corporation reserves the right of placing the contract simultaneously or any time during this period with one or more Contractor as it may think fit. The mere mention of any articles or quantity does not by itself confer a right on the contractor to demand that the supply of all or of any items thereof should necessarily be exclusively entrusted to him.
4. No guarantee can be given by the company as to the definite volume of supply, which the contractor will be required to supply at any time throughout the period of the contract.
5. The contractor shall deposit an amount of Rs. \_\_\_\_\_ as security money. In the event of failure on the part of the Contractor to supply the articles in accordance with the conditions the said deposits shall be forfeited the company who is hereby empowered to cause the said securities to be sold and endorsed for sum of money and it may be able to obtain for the same and to appropriate so much of the proceeds as shall be necessary to recover any sums of money which shall become due to the company under or reference the said contractor without being any way responsible to the contractor for any loss that may arise to the contractor by the said disposal. It shall not be incumbent on the company to invest any balance that may remain inappropriate in his hands from the proceeds of such sale.
6. The Contractor shall not assign the present contract on in any manner allow any other person or persons to interfere in the management or performance thereof, without the written permission of the corporation.
7. No interest will be paid on Earnest/Security deposit.

8. All supplies shall be of the best quality and of the exact kind. Quality and description demanded and if at any stage those found unsuitable shall be liable to be rejected by the Corporation or by any officer of the unit authorized in this behalf and binding upon the supplier/Contractor.

9. In case the said articles or any of them shall be so rejected the said officer shall not be required to assign or give the reasons for such rejection and his decision shall be final and conclusive and binding upon the contractor who shall immediately arrange to remove the rejected goods within specified time. In case any of the said articles 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 on demand shall bound to pay the corporation all such extra charges and expenses as shall 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 Money, or running bills. In case of repeated defaulters the corporation reserves the right to terminate the contract and the contractor shall have no right for any compensation or damage.

10. At cent percent inspection of the commodities in not possible or practicable at the time of supplies. The Contractor shall be responsible to accept back or replace any or all articles, which are on inspection/opening/checking actual use found unsuitable or below standard required by the corporation. In case of failure on the part of the contractor to do so, the Corporation shall have the right to proceed in the same manner as in the Clause '9' above in respect of these rejected commodities as well.

11. In the event of failure on the part of contractor to supply the articles in accordance with the conditions entered herein the Corporation shall have the right to make alternative arrangement at the cost and risk of the contractor. The Contractor shall reimburse the extra cost and risk purchase to the Corporation and in case of his failure to do so the Corporation shall have the right to recover the amount from the Security money of the Contractor. It is clearly understood that the corporation's right and Contractors obligation for compensation is not limited to the extent of security deposit and or dues owed to the Contractor and the Corporation shall have the right of proceed and the Contractor for the recovery of its claim in excess of the security Deposit and of the dues available with the corporation and 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.

12. The company shall pay or cause to be paid or approved articles as shall be supplied by the Contractor and accepted by the said officer for an on behalf of the Company under or by virtue of his agreement at the rated and prices more particularly specified and contained in the above paras or annexure attached herewith. In case there is any rise of prices in market, the contractor will under no circumstances charge higher rated from the contract rates.

13. The Contractor shall not been directly concerned or in any way deal with the officer or other persons employed by or under the authority of the company in making the supplies hereby contracted for nor shall the contractor either directly or indirectly give promise to pay or permit be given to any persons in any department under company money or gratuity fee or reward for any matter or thing in anywise relating to the performance of the Contract.

14. The company has got the rights to re-tender reward the contract to another persons as of right of the company if the contractor has committed any of the acts by which the contract got terminated as per the clause of this agreement and that any excess costs incurred by the company can be recovered from the contractor with interest thereon 18% per annum from the date of realization from the contractor herein.

15. The Contractor will be bound to supply the contract items for one-month more/excess of the contract period on the Contract rates if required by the above officer to do so.

16. The bill for the supplies as aforesaid may be preferred by contractor on the Corporation within a month from the last date of the billing period. The bills should be made on proper printing bill from serially numbered and in no case on letterhead.

17. Any over payment of the contractors bills for the supplies made under these terms and conditions shall be recovered from the contractor from his bills subsequently submitted for payment any if such over payment 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 over charges from the Security Deposit as well as pending bills.

18. In case or breach of any of the conditions stipulated herein the corporation shall be at liberty to terminate this contract without prejudice to the right for the Corporation to claim damage on account of breaches thereof in the manner as stated above.

19. In the event of a dispute arising between the contractor and the company during he currency of the contract period of after the conclusion thereof, the same shall be referred to sole arbitration to the General Manager or the officer appointed by him shall be final and legally binding on the parties and there will be no objection to the effect that the officer who has been appointed by the General Manager is an employee of the company or that in course of his dealing with officials matters he has expressed any opinion on this subject.

20. In case of any dispute PATNA COURT will have jurisdiction. The cost of the stamp paper shall be borne by the Contractor.

21. In witness of these parties above mentioned have signed the contract on the date and year stated first above.

Signature and delivered by above named Contractor.

In presence of witness:

1.

2.

Signed and delivered by  
General Manager  
Hotel Patliputra Ashok, Patna

In presence of witness:

1.

2.

Check list for tenderers

1 – Technical bid

2- Financial bid

3- EMD

4- GSTIN NO.

5- Relevant Documents of Registration as MSME