

**NOTICE INVITING TENDER**  
**(NIT)**  
**SUMMARY SHEET/SALIENT FEATURE OF THE**  
**TENDER**

1.	Title of Tender	<b>Online e-tender for the Supply of Chicken &amp; Egg to Hotel Patliputra Ashok</b>
2.	Product Category	Food products
3.	Sub Category	Chicken & Egg
4.	Type of bidding	Two bids <b>(Technical Bid and Financial Bid)</b>
5.	Tender Value	<b>Rs. 1862500/-Approx.</b>
6.	EMD Value	<b>Rs. 27938/- (online payment)</b>
7.	Cost of Tender document(Non Refundable)	<b>Zero</b>
8.	Tender announcement/sales start Date	<b>07.02.2018 Time 10.00 AM</b>
9.	Last Date & Time of Submission of Bids	<b>03.03.2018 Up to 18.00 PM</b>
10.	Date & Time of opening of Technical Bid	<b>05.03.2018 Up to 16.00 PM</b>
11.	Pre qualification detailed	As per Bid with the desired EMD & Tender doc fee, Uploading document stated in Form -A
12.	Validity of offers	<b>180 days</b> from the date of opening of tender
13.	Details of the contact person for Inspection of site/clarification, if any.	<b>AM( MMD)</b> <b>HOTEL PATLIPUTRA ASHOK</b>
14.	Contact Person	<b>AM (MMD)</b> Hotel Patliputra Ashok, Beer Chand Patel path, Pin-800001, 0612-2505270-76

For,  
**AM (E&M-MMD)**  
**Hotel Patliputra Ashok Patna**

**INDIA TOURISM DEVELOPMENT CORPORATION LTD.**

**Unit: HOTEL PATLIPUTRA ASHOK, PATNA**

**E- Tender Notice**

**REF: HPA/MMD/E-tender/Chicken and Egg/2018**

**DATED: 07.02.2018**

Online tenders are invited for one year rate contract for supply of Chicken & Egg from the prospective bidders having godown/storage facility at Patna and having 02 yrs of experience in supplying to Restaurants/Hotels on annual rate contract basis as per specification given in the tender document. The tenders are required to be submitted online in two bid system (technical and financial bids) in the prescribed format. The tenders can be applied from the website <https://etenders.gov.in/eprocure/app> or through a link-Tenders > E-procurement on website [www.theashokgroup.com](http://www.theashokgroup.com). The **EMD of Rs. 27938/-** in words (**Twenty Seven Thousand Nine Hundred Thirty Eight only**) (Refundable without interest to unsuccessful parties on finalization of the contract) which is to be deposited electronically through NEFT/RTGS payment in the account of 'Hotel Patliputra Ashok' at the below mentioned details.

**BANK Details for EMD Payment through NEFT/RTGS:**

**Name – UNITED BANK OF INDIA**

**Branch Name – HOTEL PATLIPUTRA ASHOK**

**IFSC Code –UTBI0BCMK42**

**Bank Account Number –0045050010002**

Bidders are required to submit the details of Unique Transaction Reference (UTR) Number towards EMD deposit at the time of Bid submission/ Preparation. The cost of money transfer has to be borne by the bidder. It is advised that the bidders should consider the time taken to process the payment electronically (i.e. NEFT/ RTGS) to ITDC, into consideration before submitting the bid. ITDC will not liable (in any case) for delay/non-payment in this regard.

The scope of work and terms and conditions are given in following pages. The format for financial Bid is at Annexure-III.

**Document Download:** Interested Firms can download the Tender document from the ITDC website, [www.theashokgroup.com](http://www.theashokgroup.com) (for reference only) and Central Public Procurement Portal i.e. CPPP site <https://etenders.gov.in/eprocure/app> as per the schedule given in CRITICAL DATE SHEET as under:-

## **CRITICAL DATE SHEET**

Tender Announcement Date	<b>07.02.2018</b>
Pre-bid Meeting & Venue	<b>19.02.2018 at 18.00 PM at Hotel Patliputra Ashok</b>
Last Date and Time of Tender Submission	<b>03.03.2018–till 18.00 PM</b>
Date and Time of opening of Techno commercial bid	<b>05.03.2018 at 16.00 PM</b>
Contact Person	<b>AM (E&amp;M-MMD)</b>

### **Bid Submission:-**

**Bids shall be submitted online only at CPPP website: - <https://etenders.gov.in/eprocure/app>**

**Bidders are advised to follow the instructions “Instructions to Bidder for Online Bid Submission” provided in the Annexure I for online submission of bids.**

**Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**

**Intending tenderers are advised to visit the I.T.D.C. website:-[www.theashokgroup.com](http://www.theashokgroup.com) and <https://etenders.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment. 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 scheduled date and time of opening online bids. Financial Bids of only technically qualified tenders shall be opened at a later date which will be intimated to only technically qualified bidders. The Management reserves the right to accept/reject any or all bids in part or all without assigning any reason thereof.**

**Asst. Mgr (E&M-MMD)  
(Hotel Patliputra Ashok Patna)**

**Email id: [mmdpatliputraashok@gmail.com](mailto:mmdpatliputraashok@gmail.com), [sales@ashokpatna.com](mailto:sales@ashokpatna.com)**

**INDIA TOURISM DEVELOPMENT CORPORATION LTD.**

**Unit: HOTEL PATLIPUTRA ASHOK, PATNA**

**ANNUAL CONTRACT FOR SUPPLY OF CHICKEN & EGG DURING 2018-19**

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

1. Online tenders are invited for **one year rate contract for supply of Chicken & Egg** to Hotel Patliputra Ashok from the parties having experience in supply of such items in restaurants/hotels.
2. During the process of e-tendering, the bidders must be extremely careful in making their bids and will be fully liable and responsible for the bids submitted by them, including any errors made by them, if any, and no complaints / representation in this regard will not be entertained by ITDC.
3. 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 bidders. 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.
4. **Minimum Experience** of (02) years in the same trade with restaurant/ Hotels served.
5. The rates quoted should be "NET RATES" to be delivered at Hotel Patliputra Ashok Beer Chand Patel Path Patna.
6. Rates should be quoted strictly according to the unit of measurement specified against each item. For evaluation of the bids, the rates quoted shall be presumed for the units of the measurement given in the tender document only.
7. The prospective bidder **should quote for all the items and no rate column should be left blank.**
8. Totals should be calculated on the basis of estimated quantities and the rates quoted should also indicate in the Amount Column of the schedule.
9. Please note that the "DRAFT AGREEMENT" accompanying the tender documents are for general guidance and the successful bidder will have to sign an agreement, with amendments, if any, considered necessary by the corporation.
10. "FORM-A" (as per Annexure-II) provided with the documents has to be uploaded by the bidders duly supported by documents as mentioned in Checklist.
11. As per the agreement required to be signed, the management reserves the right to call upon the supplier to continue the supplies on same terms and conditions for a mutually agreed time period in excess to the contracted period, at the rates of the immediately preceding month provided such an extension is made before next year's tenders are accepted by the Unit/corporation and communicated to the concerned supplier.

Similarly, the corporation also reserves the right to defer the commencement of the supply period by three months.

12. **Security deposit** will have to be paid by the successful bidder at the rate of 2.5% of the order value, in the shape of cash deposit or pay order or through Bank Draft or irrevocable bank guarantee valid for a period of 12 months in favor of Hotel Patliputra Ashok from the date of award of contract. Security deposit will be refunded after the successful execution of the contract. No interest will be paid on Security Deposit. Also, the EMD of successful bidder will be adjusted towards the security deposit.
13. **E.M.D:-** The EMD of **Rs. 27938/-**(Refundable without interest to unsuccessful parties on finalization of contract) is to be deposited electronically through **NEFT/RTGS** payment in the account of '**Hotel Patliputra Ashok**' at the below mentioned details. The parties must ensure that the E.M.D proceeds are remitted / deposited well in time so that the amount of EMD proceeds are credited in ITDC account before the closing date and time of receipt of online bids failing which the bid will be liable to be rejected.

**BANK Details for EMD Payment through NEFT/RTGS:**

**Name – UNITED BANK OF INDIA**

**Branch Name – HOTEL PATLIPUTRA ASHOK**

**IFSC Code –UTBI0BCMK42**

**Bank Account Number –0045050010002**

The UTR details of EMD deposited should be mentioned in the Form A of technical bid. It is advised that the bidders should consider the time taken to process the payment electronically (i.e. NEFT/RTGS) to ITDC, into consideration before submitting the bid. ITDC will not be liable (in any case) for delay/non-payment in this regard. The cost of money transfer (including payment gateway commission and taxes etc.) has to be borne by the bidder. No interest will be paid on EMD. The earnest money of unsuccessful bidder shall be refunded on finalization of the contract. The amount will be remitted in the account details given in form-A by the bidder. In case of successful bidder the same shall be adjusted towards the security deposits. In case of successful bidder refuses to accept the award or refuses to comply with any of the terms and conditions for the award of contract, the EMD shall be forfeited. Bids without EMD shall be summarily rejected. Bidders withdrawing before the announcement of successful bidder shall be liable to have his earnest money forfeited.

14. The bidders registered under Micro and Small Enterprise Act shall be exempted from payment of EMD deposit on uploading of documents issued by concerned authorities. However, such exemptions will be given strictly as per guidelines of MSME act in force and as amended from time to time.
15. All bidders will have to provide their GST number. In case the bidder is exempted, an Affidavit to this effect is to be attached to the tender.

16. All bids will be accompanied by the latest income tax returns for assessment year 2015-16, 2016-17 and 2017-18 in respect of bidder. In case the income of the bidder is not taxable, an affidavit to this effect may be attached to the tender.
17. Bids from suppliers/contractors of sound financial standing and capacity shall only be considered, like the supplier having minimum of average annual Turnover (The turnover is calculated on the basis of three months of the approximate tender value.) **of Rupees 465625/- Only.**
18. The bidders must submit self attested copy of a valid FSSAI certificate (if applicable). In case **it is not applicable, the bidder must submit an undertaking on their letter head/affidavit.**
19. Delivery of Material shall be F.O.R (Hotel patliputra Ashok Patna).
20. Payment will be released by the unit directly after 30 days of satisfactory delivery.
21. The financial bids of only technically qualified bidders will be opened and the evaluation of Financial Bid (L-1) shall be carried out on the basis of rates calculation of all Items in totality and tender will be awarded to overall L-1 bidder.
22. 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 bidder or the bidder has made material misrepresentation or has given any incorrect or false information, the bidder shall be disqualified forthwith if not yet appointed as the contractor/supplier and if the bidder has already been issued 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) and performance security by a communication in writing by the corporation to the bidder without the corporation being liable in any matter whatsoever to the bidder 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 bidder for any future dealing along with intimation of any appropriate penal action as per the applicable law.
23. The successful bidder shall not assign or subcontract the contract or in any manner allow any other person/persons to interfere in the management or performance of the contract without the written permission of Hotel Patliputra Ashok.
24. Conditional bids shall be summarily rejected and no correspondence in this regard shall be entertained.
25. Samples for the quoted items have to be submitted before the closing date for receipt of online bids and the same should be submitted in the office of General Manager, Hotel Patliputra Ashok else the bid is liable for rejection.
26. After the scrutiny of the bid documents, corporation reserves the rights to carry out Site Inspection of facilities and to check hygienic conditions of the Godown/Storage/Operational Facility of the intending bidders.
27. In the event of inadequate response i.e. receipt of minimum of three bids, the date of opening techno commercial bid would be extended.

28. It may be marked that the quantities are only the estimated Annual Requirement for the guidance of the bidders and in case of any short or excess in quantities during the period of the contract, the contractor shall not be entitled to claim any compensation or damages.
29. The tenders submitted will be valid for a period of 180 days from the date of opening of the technical bids.
30. In the event of failure on the part of the “supplier” to supply the material, as per the given schedule or short supplies the Unit/corporation shall have the right to make alternative arrangement at the cost, risk and responsibility of the supplier. The supplier shall reimburse the extra cost to the Unit/Corporation and in case of his failure to do so the Unit/Corporation shall have the right to recover the amount from the security deposit of the supplier, any dues owed to the Unit /corporation by the supplier. It should be clearly understood that the Unit/Corporation right and the supplier’s obligation for compensations is not limited to the extent of security deposit and/or the dues owed and the unit/corporation shall have the right to proceed against the supplier for the recovery of its claim in excess of the security deposit and /or the dues available with the Unit/Corporation. The Unit/Corporation has the right to withhold the security deposit and appropriate the same if need be until the dues of the supplier are fully settled.
31. The successful bidder shall indemnify the ITDC from any direct or indirect losses suffered by the Hotel Patliputra Ashok due to non compliance under GST Act. It is univocally and explicitly agreed between the parties that as a result of any non compliance on part of supplier under GST which adversely affects the GSTN ratings of Hotel Patliputra Ashok the supplier shall pay a sum as deemed fit by ITDC every non compliance which adversely effects GSTN ratings on ITDC.
32. In contingency of any non compliance which results into loss of input credit along with interest/penalties or any other monetary loss suffered because of such non-compliance under GST.
33. The supplier will indemnify Hotel Patliputra Ashok against any loss monetary or otherwise arising due to legal proceedings initiated by the tax authorities as a result on non compliance/ default in paying tax by ITDC the supplier shall indemnify Hotel Patliputra Ashok in respect of the recourse action in case of BLACK LISTING under the “compliance rating score” mechanism due to non compliance/ default by vendor.
34. The party will indemnify Hotel Patliputra Ashok for any loss suffered on account of non compliance of anti profiteering clause by party under GST.
35. The party shall ensure that the invoices raised from time to time are timely and correctly reported to their outward return.

**INSTRUCTIONS FOR SUBMITTING E- TENDERS**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained from the website at: <https://etenders.gov.in/eprocure/app>.

**REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>.) by clicking on the link “Online bidder Enrollment” on the CPP Portal **which is free of charge**.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

**SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as



Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

4) The bidder requires minimum system requirement for e-tendering as given below-  
**COMPUTER /LAPTOP SYSTEM REQUIREMENT**

- A computer system with at least 1 GB RAM and internet connectivity.
- Internet Explorer 7.0 or Mozilla Firefox 3.0 or above. Internet connectivity with at least 2 MBPS Speed.
- Java Run Time Engine (JRE-1.7.0) or higher.
- Valid Class III digital signature certificate with encryption.

## **PREPARATION OF BIDS**

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from

the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:-** My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

### **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The EMD amount should be deposited latest by the last date of bid submission. The details of the details of UTR should be uploaded online along with the technical bid. In case the EMD has not been deposited the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to

symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

### **ASSISTANCE TO BIDDERS**

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

3) For further instructions on the e-submission of the bids interested bidders may refer the website link given below:

<https://etenders.gov.in/eprocure/app?page=HelpForContractors&service=page>

FORM 'A'TECHNO COMMERCIAL BID FOR SUPPLY OF CHICKEN & EGG ITEMS

Sl. No.	Description	Provide the Page No. in the Technical Bid
1.	Name of the firm along with Address, Telephone No and E-Mail ID	
2.	Name of bankers with address, Account no. IFSC Code /RTGS details	
3.	Status of the firms - Please state Whether Registered Co operative Society /Public Ltd Company/ Partnership/Proprietor etc	
4.	Previous experience in the same trade with names of restaurant/ Hotels served Supporting documents (Copies of Purchase order and successful completion certificate for supply of Chicken & Egg during the last 02 years ) (Copies must be submitted.)	
5.	Address of Godown/Storage/Operational Facility (The firm should have godown storage facility within Patna only	
6.	GSTN No. (as per clause 15 of T&C)	
7.	Income Tax Return for Assessment Year 2015-16,2016-17,2017-18,(As per clause 16 of T&C) (Copies must be submitted.)	
8.	Min. average annual turnover during Last financial year (as per clause no. 17 of T&C.)	
9.	Permanent Account No. (Copy must be submitted)	
10.	UTR No/Transaction details of Earnest <b>Money deposit (EMD) of Rs 27938/-</b> ONLY through RTGS/NEFT	
11.	Where the order will be placed Name & contact Number	
12.	FSSAI Registration No (Self attested copy of valid FSSAI certificate to be uploaded) (as per clause 18 of T&C) if it is not applicable, the bidder must submit an undertaking on their letter head/affidavit.	

13.	Pre-contract Integrity pact duly signed (as per Annexure-IV) to be uploaded	
14.	Draft Agreement duly signed to be uploaded	

**(SIGNATURE OF THE TENDERER &  
DESIGNATION OF THE SIGNATORY AND  
OFFICE SEAL)**

**FINANCIAL BID**  
**INDIA TOURISM DEVELOPMENT CORPORATION**  
**UNIT: Hotel Patliputra Ashok**  
**E-TENDER FOR SUPPLY OF CHICKEN & EGG FOR THE YEAR 2018-19**

<b>S. NO</b>	<b>ITEMS</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>RATE per Unit</b>	<b>VALUE</b>
1	<b>Broiler Chicken (Dressed chicken Weight between 650gms-850 gms each pieces )</b>	5500	KG		
	(Freshly cut & dressed, inside clean, without neck,head, giblet, liver, skin, fat & free from water etc.)				
2	<b>Broiler Chicken (Dressed chicken Weight between 850gms-1200 gms each pieces )</b>	4000	KG		
	(Freshly cut & dressed, inside clean, without neck,head, giblet, liver, skin, fat & free from water etc.)				
3	<b>Fresh Farm Eggs (Approx weight 50-60 gms each)</b>	40000	KG		
	(Only good quality of eggs should be packed in the cleaned egg tray & packed in egg cartoon. Broken/rotten/damage eggs will not be accepted at the time of receiving)				

**Total**

PLEASE READ INSTRUCTIONS CAREFULLY FOR COMPLIANCE

AS PER TERMS & CONDITIONS OF TENDER WHICH WE ACCEPT IN FULL

## **PRE- CONTRACT INTEGRITY PACT**

### **General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2018, between, on one hand, the President of India acting through Shri \_\_\_\_\_, General Manager, Hotel Patliputra Ashok (Unit Of India Tourism Development Corporation Ltd.), Ministry of Tourism, Government of India ( 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 the Stores/Equipment/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 Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India. NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealing prior to, during and subsequent to the currency to be entered into with a view to :Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortationary 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 hereto hereby agree to enter into this Integrity Pact and agree follows:

### **Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

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

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

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

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

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

3.5\* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator / authorized government sponsored export entity of the defence 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, contract 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 lend to or borrow any money firm or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

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

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

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

#### **5. 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:-

- 1) Bank draft or a Pay Order in favour of \_\_\_\_\_.
- 2) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- 3) 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 the contractual obligations to the complete satisfaction 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.

#### **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, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit ( in pre-contract stage) and /or Security Deposit / Performance Bond( after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, 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 encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of 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 cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (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 (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 statute enacted for prevention of corruption.

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

#### **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 (Names 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 instructions 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 Monitor 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 Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ 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 / within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

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**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the exact 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 of both, the BUYER and the BIDDER/ Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_ BUYER.

BUYER  
Name of the Officer,  
Designation  
Dept/MINISTRY / PSU

BIDDER  
CHIEF EXECUTIVE OFFICER

Witness  
1. \_\_\_\_\_  
2. \_\_\_\_\_

Witness  
1. \_\_\_\_\_  
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 is made at New Delhi on this the \_\_\_\_\_ day of \_\_\_\_\_ 2018 between General Manager-Hotel Patliputra Ashok( a unit of India Tourism Development Corporation Ltd) a Govt of India Undertaking having its Registered Office at Scope Complex, Core-8, Lodi Road New Delhi – 120003) through Mr/Mrs \_\_\_\_\_ General Manager (hereinafter referred to as the First Party or Corporation) which expression shall unless the context otherwise required shall mean and include its successors and assignees of the one part:" And M/s \_\_\_\_\_, a Company duly incorporated under the Indian Companies Act/Proprietor/Partnership, through Shri \_\_\_\_\_ its (designation), who is duly authorized to sign this Agreement, having its registered office at \_\_\_\_\_. (Hereinafter referred to as the Second Party or the Contractor or Supplier) which expression shall unless the context otherwise required shall mean and include its successors and assignees of the other part: Whereas the Corporation has floated tender for Annual Rate Contract for supply of Chicken & Egg as per the specifications given in the tender document. And whereas pursuant to the said tender, the Supplier has submitted its tender. And whereas based on the representations made by the Supplier and being found eligible, the Corporation has agreed to award the contract to the Supplier. And whereas the parties wish to adduce the terms and conditions for the said supply in writing as under:-"

1. The supplier shall provide, furnish and deliver the supplies at the premises of ITDC- Hotel Patliputra Ashok during the period of this contract, unless it is terminated earlier. The material of the nature and description specified in the tender form here to 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.
2. **a)** The material will be of best quality and of the exact kind, quality and description demanded and if at any stage these are found unsuitable/sub standard shall be liable to be rejected by the unit/corporation. The decision shall be final and binding on the supplier.
- b)** If the successful bidder fails to supply the ordered items as per given schedule/time or the material or any part thereof has been rejected the unit/corporation shall not be required to assign or give any reason for such rejection and their decision shall be final and binding. In case of the said material being rejected or not being supplied as aforesaid. The unit/corporation shall be at liberty to purchase the same at the risk, cost and responsibility of the supplier and the supplier shall on demand, pay to Unit/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 unit/corporation on account of such purchases, shall be deducted from the security or running bills. In case of repeated defaults the unit/corporation reserves the right to terminate the contract and forfeit the security deposit and the supplier 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/units to him as well as legal proceedings against him for recovery of the same..
- c)** As hundred percent inspection of the commodities is not possible or practicable at the time of supply, the supplier shall be responsible to accept back and replace all such material which are on

inspection/opening/checking/actualize found unsuitable or below the standard required by the unit/corporation. In case of failure of the contractor to do so, the corporation shall have the right to proceed in the same manner as in the case of 3(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 tenderers. The Unit/Corporation reserves the right to increase/decrease the quantities. No arguments of any kind shall be entertained. The Unit/Corporation also reserves the right to place order on any item/items of the purchase order throughout the currency of the contract and the supplier shall not be entitled to claim any compensation or damages.

**e)** The supplier shall maintain proper date wise record of all indents placed on them by the Unit/corporation for effecting supplies. If telephone indents are placed at any time, the supplier shall ensure that such telephone orders are followed with written indents.

**f)** The supplies must be accompanied by proper dated challans/advice mentioning therein separately the quantity ordered and quantity supplied in respect of each of them.

3. The bills for the supplies as aforesaid may be preferred by the supplier on the Unit/Corporation within a month from the last date of the billing period. The bills should be made on the proper printed and serially numbered bills and in no case on letter heads.

4. 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.

5. The suppliers should have his office/Godown in locally and the logistics to supply the material to the Supply gate of Hotel patliputra Ashok.

6. The tenders submitted will be valid for a period of 120 days from the date of opening of bids.

7. In the event of failure on the part of the "supplier" to supply the material, as per the given schedule or short supplies the Unit/corporation shall have the right to make alternative arrangement at the cost, risk and responsibility of the supplier. The supplier shall reimburse the extra cost to the Unit/Corporation and in case of his failure to do so the Unit/Corporation shall have the right to recover the amount from the security deposit of the supplier, any dues owed to the Unit /corporation by the supplier. It should be clearly understood that the Unit/Corporation right and the supplier's obligation for compensations is not limited to the extent of security deposit and/or the dues owed and the unit/corporation shall have the right to proceed against the supplier for the recovery of its claim in excess of the security deposit and /or the dues available with the Unit/Corporation. The Unit/Corporation has the right to withhold the security deposit and appropriate the same if need be until the dues of the supplier are fully settled.

8. In case of breach of any of the conditions stipulated herein the Unit/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 (7) above.

9. 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 be contractors either directly or indirectly give or promise to pay or give, or permit to 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.

10. Supplier shall not assign the present contract or in any manner allow any other person or persons to interfere in the management or performance thereof without the written permission of the unit/corporation.

11. Any overpayment of the contractor's bills for the supplies made under these terms and conditions shall be recovered from the contractor's bills subsequently submitted for payment and if such overpayments or any portion thereof or thereafter remitted by the supplier. The amount so recovered will be refunded to the supplier. The Unit/Corporation shall have right to recover the over charges from the security deposit as well.

12. The quantities are indicative and may vary as per actual consumption. Since the quantity of the material required in the tender is approximate as such it cannot be promised that under this rate contract and during the period of its currency how much quantity shall be purchased by the Corporation expect that may be requisitioned by a Purchase Order.

13. Unit/corporation shall be entitled to enter into rate contract with one or more than one contractor/supplier, as may deem fit.

14. "No price increase will be allowed during the currency of the rate contract and rates approved shall remain in force during the currency of rate contract. The quantity of supply can be increased or decreased at the discretions of the Corporation."

15. The Unit/Corporation shall pay for such approved material as shall be supplied by the supplier 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 prices which will be specified and contained in the schedule after the tender has been approved.

16. **Arbitration:** In the event of any question, dispute or difference arising under the Agreement or in connection therewith, the matter shall be referred to the Chairman & Managing Director of the corporation for appointment of sole Arbitrator as per the provisions of the Arbitrator and Conciliation Act, 1996 (as amended from time to time). The sole Arbitrator so appointed shall not have any direct or indirect of any past or present relationship or interest in any of the parties.

The arbitration proceedings shall be held in Delhi.

The laws of India shall govern this agreement. The courts in Delhi shall have exclusive jurisdiction.

17. The **Security Deposit** equivalent to 2.5% of ordered value shall be deposited within ten days of the receipt of the acceptance letter from the Unit/Corporation. The same will be valid till successful completion of tender or extensions if any in favour of Hotel Patliputra Ashok from the date of award of contract. No interest will be paid on Security Deposit. Also, EMD of successful tenderer will be adjusted towards the security deposit. This amount to the extent not appropriated by the Unit/Corporation in the manner aforesaid, shall be refundable after due performance of the agreement.

18. In the event of agreement being extended, the management reserves the right to call upon the supplier to continue the supplies on same terms and conditions for a mutually agreed time period in excess to the contracted period, at the rates of the immediately preceding month provided such an extension is made before next year's tenders are accepted by the Unit/corporation and communicated to the concerned supplier. Similarly the management reserves the right to defer the commencement of the supply period by three months.

19. The successful bidder shall indemnify the ITDC from any direct or indirect losses suffered by the Hotel Patliputra Ashok due to non compliance under GST Act. It is univocally and explicitly agreed between the parties that as a result of any non compliance on part of supplier under GST which adversely effects the GSTN ratings of Hotel Patliputra Ashok the supplier shall pay a sum as deemed fit by ITDC every non compliance which adversely effects GSTN ratings on ITDC.

20. In contingency of any non compliance which results into loss of input credit along with interest/penalties or any other monetary loss suffered because of such non-compliance under GST.

21. The supplier will indemnify Hotel Patliputra Ashok against any loss monetary or otherwise arising due to legal proceedings initiated by the tax authorities as a result on non compliance/ default in paying tax by ITDC the supplier shall indemnify Hotel Patliputra Ashok in respect of the recourse action in case of BLACK LISTING under the "compliance rating score" mechanism due to non compliance/ default by vendor.

22. The party will indemnify Hotel Patliputra Ashok for any loss suffered on account of non compliance of anti profiteering clause by party under GST.

23. The party shall ensure that the invoices raised from time to time are timely and correctly reported to their outward return.

24. The Unit/corporation reserves the right to negotiate the rate or to reject any or all tenders or split the contract between two parties without assigning any reasons.

25. The following terms used in the foregoing paragraphs shall have the meaning given against each.

(A) Corporation 'means' 'India Tourism Development Corporation'.

(B) 'Supplier' means the successful bidder to whom the contract is awarded.

(C) 'Officer' means the officer named by the corporation or by the receiving Hotel to receive and inspect the supplies.

(D) 'Chairman-Cum-Managing Director' means the Chairman-Cum-Managing Director of India Tourism Development Corporation.

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

27. IN PRESENCE OF Signed and delivered by the above named contractor

SIGNATURES OF PARTY  
WITH SEAL

SIGNATURES OF BUYER  
WITH SEAL

WITNESS

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