

Tender Notice

THE SAMRAT HOTEL
KAUTALYA MARG, CHANAKYAPURI, NEW DELHI-21
PHONE 26110606, EXTN. 2722/2841

SUB: - Annual Rate Contract for Tender for supply of T/C Cloth for Executive and Non-Executive in Hotel Samrat

The Tenderers should carefully read the clauses here under, before submitting their tender clarifications, if any, may be sought prior to submission of tenderer. No request for clarifications will be entertained once the tender is submitted.

Sealed tenders are invited for Annual Rate Contract for Tender for supply of T/C Cloth for Executive and Non-Executive in Samrat hotel in two tier system as per terms and conditions indicated in the tender documents. Tenders should be in a sealed cover duly super scribed **“ANNUAL RATE CONTRACT FOR TENDER FOR SUPPLY OF T/C CLOTH FOR EXECUTIVE AND NON-EXECUTIVE”** addressed to Chief-MMD, Samrat Hotel, Kautilya Marg, 50-B Chankyapuri and N.Delhi-21. The techno commercial bid (refer Annexure-A part-1 and 2) should be accompanied with Demand Draft/Pay order payable at Delhi in favor of “SAMRAT HOTEL” or Cash deposit receipt towards EMD with hotels cashier. In case of cash deposit, the receipt must be enclosed with techno commercial bid (refer Annexure-A part-1 & 2).The financial bid (refer Annexure-B) shall be sealed in a separate envelope. Both the sealed envelopes namely “Techno commercial bid” and “financial bid” should be inserted/ enclosed in a larger envelope super scribed as “Annual Rate Contract for Tender for supply of T/C Cloth for Executive and Non-Executive” due on 29.03.2025. The Earnest money is refundable without interest to the unsuccessful tenderer after finalization of tenders and the same will be adjusted towards security deposit in case of successful tenderers. The successful party will be required to deposit a security deposit to the tune of 3% of order value which will be refunded without interest on successful execution of contract period. Tenders without earnest money of **Rs.1200/-** shall be summarily rejected. No cheque shall be accepted towards EMD, no interest is payable on this EMD. Detailed tender form can be obtained from the office of Chief MMD, Samrat Hotel, N.Delhi-21 on any working day during office hours up to 1 P.M till 19.04.2025. Alternatively, the tender form can also be downloaded from our website <http://eprocure.gov>, <http://tenders.gov.in> or <http://itdc.co.in>. In this event a separate pay order / DD for EMD of **Rs.1200-** in favor of ‘Samrat Hotel’ shall be obtained and enclosed along with technical bid. Tender without EMD shall be rejected.

EMD can be submitted online payment through NEFT/RTGS:

- Name – Central Bank of India
 - Branch Name – Ashok Hotel, New Delhi-21
 - IFSC Code – CBIN0280298
 - Bank Account Number – 3722758474
- The sealed tenders are required to be deposited in the tender box kept at samrat hotel on or before 19.04.2025 by 03.00 pm. The technical bids will be opened on 21.04.2025 at 3.30 pm. in the presence of intending tenders. No tender would be accepted after 3.00 pm. The technical bids will

be scrutinized by the tender award committee. The financial bids of the technically qualified tenderer. Shall be opened at later stage after technical Scrutiny.

- The bids shall be submitted as per guidelines indicated in tender document. The bidder is expected to examine all instructions, forms, terms and conditions in the bidding documents. Failure to furnish all information / documents as asked for in the NIT or submission of a bid not substantially responsive to the NIT in every respect will be at bidders risk and may result in rejection of its bid.
- The management reserves the right to accept or reject all / any offer without assigning any reason or split the order in more than one parties.
- Validity of offer should be for all period of 120 days from the date of opening of the tenders.
- The quantity indicated is approximate and complete supply will be taken on 'as and when required basis.
- The rates are to be quoted in Indian Rupees only.
- The financial bids of only technically qualified parties will be opened.
- The bids shall be submitted as per guidelines indicated in tender document. The bidder is expected to examine all instructions, forms, terms and conditions in the bidding documents. Failure to furnish all information / documents as asked for in the NIT or submission of a bid not substantially responsive to the NIT in every respect will be at bidders risk and may result in rejection of its bid.
- There should not be any modification in the tender documents which are downloaded from website. The conditional tenders of Bidder with overwriting, Scratches etc. are liable to be rejected.
- The unit reserves the right to purchase the required items from open market from any other source if the contractor/supplier fails to supply the required items as per delivery schedule and price difference, if any, will be recovered from the pending bills or Security amount deposited by the contractor.
- The management reserves the right to negotiate the rates with L-1 Bidder.
- The rates should be quoted on F.O.R Samrat Hotel basis and inclusive of all taxes and Levies.
- The rates tendered shall be best institutional rates.
- The rate tendered shall be on the basis of bulk quantity and should be firm for a period of annual year from the date of issue of contract. The rate should be net inclusive of all taxes and F.O.R the Hotel. It may be noted that no increase in rates during contract period will be entertained and conditional tenders are liable to be rejected.

- All supplies shall be of best quality and at any stage these are found unsuitable, shall be liable to reject by the Hotel / or by any officer of the Hotel authorized in this behalf. The decision of such officers shall be final and binding on the supplier.
- The supply should be completed as per delivery schedule mentioned in the purchase order failing which a penalty of 1% per week will be imposed for the undelivered supplies for first four weeks and 2% penalty be charged per week for next four week and after that the order stands cancelled.
- **Security Deposit:** -The security deposit @3% of the total value has to be deposited by the successful tenderer which will be refunded after one year from the date of supply / successful completion of the order. The EMD deposited by the tenderer can be adjusted in the security money and the balance amount has to be deposited within 15 days of issuing purchase order. No interest will be paid on security deposit.
- In case the said articles or any of them shall be so rejected the said officer shall not be required to 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 goods.
- The supplies should conform to the requirement of the applicable laws and rules. The supplier will be responsible to maintain quality and standard of material supplied, the hotel reserves the right to get the material analyzed from any reputed laboratory.
- Sample for the quoted item have to be submitted whenever asked for on the mentioned date and time or else the tender is liable for rejection.
- **Payment-**Normally payment will be made within 30 days from the date of receipt and acceptance of material.

In case of non-acceptance of the contract from the successful tenderer the earnest money will be forfeited.

- **Governing Law, Jurisdiction & Dispute Resolution:** In the event any dispute and or difference arises between the parties out of or in connection with this Agreement/contract, the parties here to shall make an endeavor to settle such dispute amicably.

This Agreement shall be governed by and interpreted in accordance with the laws in force in India and the Courts at Delhi shall have exclusive jurisdiction in all matters and to settle any dispute arising out of this Agreement/contract.

- **Supporting Documents-** All the required supporting documents must be uploaded as per check list prescribed method along with Techno Commercial Bid of the tender.
- **Rejected Material-** All the rejected material will be stored by us at the supplier risk for a period of 5 days from the date of advice forwarded to the supplier. If the supplier fails to lift the rejected material within 5 days from the date of rejection, this shall entitle samrat hotel to dispose of and send the proceeds thereof to the supplier after deducting the actual cost incurred by Samrat Hotel.

- Samrat Hotel reserves the right to extend the contract for period of 3 months on expiry of contract on the same rates/ terms and conditions on mutual consent.

- In case of eligible MICRO and small Enterprises (MSE) quoting within the price bond of L-1 + 15% may be allowed to supply up to 25% of total Tender Value (Including 4 % reserved for SC/ST entrepreneur and 3% reserved for woman entrepreneurs) provided that it matches the final negotiated rates of L-1 party. In case of more than one such eligible MSE the specified quantum of supply will be divided equally provided all eligible MSE's match the final negotiated rates of the L-1 party.

- 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 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 L.O.A or has entered into the contract, as the case may be, the same shall ,not with standing anything to the contrary contained therein be liable to be terminated along with forfeiture of E.M.D / 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 dealings along with initiations of appropriate penal action as per the applicable law.

- **Failure** – If the supplies are not as per specifications or approved sample or the supplier fail to carry out any of the terms and conditions of supply, the concerned Unit reserves the right to cancel the order wholly or partially or can ask the supplier for replacement or accept the quality subject to suitable reduction in rates for which the supplier shall have no claim whatsoever against samrat hotel. In event of such cancellation/replacement the unit reserves the right to recover the liquidated damages in terms of penalty/risk purchase clause. The decision of the accepting authority shall be final and binding on the supplier.

- As per Govt. guidelines the Micro and small enterprises manufacturers are exempted from fee, EMD. However, they need to pay the performance security deposit in case of award of contract. However they are required to submit a copy of the valid registration certificate of MSME. Woman and SC –ST Owned MSE Entrepreneurs are encouraged to apply as per MSE guidelines.

- **The bidders registered as Micro and Small Enterprises 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 MSME act in force and as amended from time to time.**

- It may be marked that the quantities are only the estimated Annual Requirement for the guidance of the tenderers 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.
- In the event of inadequate response i.e. receipt of minimum of three bids, the tender would be extended. Any Corrigendum / extension regarding the tender shall be uploaded on website <http://eprocure.gov>, <http://tenders.gov.in> or www.itdc.co.in. The prospective bidders are advised to visit the website regularly for any extensions /corrigendum.

Chief-MMD
Samrat Hotel
New Delhi-21

Techno Commercial Bid

Annual Rate Contract for Supply of T/C Cloth for Executive and Non-Executive in Samrat Hotel

1. Name of the firm _____
Address _____
Telephone No. _____
Email ID _____
Name & Contact Number _____
2. Name of Bankers/Account no./ RTGS/ IFSC Code/ details _____
3. Status of firm proprietary/ Partnership/ Regd or unregd. Pvt. / Public Ltd. co. _____
4. PAN No. (PI enclose self-attested copy)_____
5. GSTIN No. (PI enclose self-attested copy)_____
6. Earnest Money of Rs.1200/- _____
Payment Details (copy enclosed)
7. Copy of Purchase Order/ Agreement/ Work order etc. in support of having the Experience of supplying the tendered items/ Similar items/ same trade to 4 star / 5 star deluxe hotel or any large institutions. _____
8. Whether exempted from payment of EMD Under M.S.M.E's act. (If yes, PI enclose self-attested copy of certificates issued by authorities. _____
9. Fraud Prevention Policy _____
(Self-attested copy must be submitted)
10. Self-Deceleration of not Blacklisted _____
(Annexure-C) Copy must be submitted

(Signature of the Tenderer along with Designation of the Signatory with seal)

Annexure-A (PART-2)

Techno commercial Bid for supply of T/C Cloth for Executive and Non-Executive in Samrat Hotel

<u>S. NO.</u>	<u>ITEM</u>	<u>APPROX QTY REQD.</u>	<u>NAME OF MANUFACTURERS</u>	<u>QUALITY NO. AND BRAND NAME</u>
1	T/C Cloth for (Non – Executive) Polyester Viscose, cloth quality in different weaves and shades for staff with 80/20 P/V width 58”	363 Mtrs		
2	T/C Cloth for Chef Coat Black Cloth P/V 67/33 width 57/58” for Executive Chef	22 Mtrs		

TERMS AND CONDITIONS

- Validity of Rates -One year
- Payment terms - 30 Day's credit
- Delivery – ‘As and When required basis’
- The above items will be required on ‘as and when required basis’ and FOR basis. The quantities are Approximate and may vary as per actual consumption.
- In case of quality rejections the rejected material shall be replaced as free of cost at supplier's expense.

**(SIGNATURES OF PARTY
WITH OFFICIAL SEAL)**

Check List of documents for technical bid

- Status of firm and bank details along with RTGS details to be enclosed.
- P.A.N. No. (PI enclose self-attested copy).
- GSTIN No. (PI enclose self-attested copy).
- Copy of Purchase Order/ Agreement/ Work order etc. in support of having the experience of supplying the tendered items/ Similar items/ same trade to 4 star / 5 star deluxe hotel or any large institutions.
- Copy of Valid MSME certificate, if applicable.
- Self-Attested Copy of Fraud Prevention Policy.
- Bidder shall have to submit an undertaking that the company is not barred/blacklisted/ banned.

FRAUD PREVENTION POLICY

INTRODUCTION

ITDC has placed adequate systems and procedures commensurate to its nature of business such as Licensing Procedure, Purchase Procedure, Engineering Works Manual, Delegation of Power etc. for ensuring the orderly and efficient conduct of business in an honest, ethical and transparent manner without any bias or malafide.

Further as per Schedule V to SEBI (LODR) Regulations, 2015 relating to Corporate Governance Provisions requirement, ITDC has placed a whistle blower policy. This policy envisages the Corporation to put in place a mechanism for employees to report to the Management about Unethical behaviour, actual or suspected fraud or violation of conduct rules.

Clause 34(2) (f) of the SEBI (LODR) Regulations, 2015 requires top 500 companies (based on market Capitalization) to give in its Annual Report the Business Responsibility Report describing the initiative taken by the Company from an environmental, social and governance perspective. Principal 1 of the policy requires that businesses should not engage in practices that are abusive, corrupt, or anti-competition. Pursuant to this, it is considered appropriate to formulate and implement a FRAUD PREVENTION policy in the Company.

OBJECTIVES

The objective of the "Fraud Prevention policy is to provide a system for detection, reporting and prevention of fraud, whether committed or suspected. The policy will provide a frame work and lay down a procedure for detection, reporting and prevention of fraud or suspected fraud.

The policy will ensure that management is aware of its responsibilities for detection and prevention of fraud and for establishing procedures for preventing fraud and/or detecting fraud when it occurs.

SCOPE OF THE POLICY

The policy applies to all frauds committed or suspected linked to the business of the Company involving any employees as well as representatives of vendors, suppliers, contractors, consultants, service providers or any outside agency doing business with the company.

DEFINITION OF FRAUD

"Fraud" is a wilful act intentionally committed by an individual(s) - by deception, suppression, cheating or any other fraudulent or any other illegal means, thereby, causing unlawful gain(s) to self or any other individual(s) and wrongful loss to other(s), whether in cash or kind.

ACTIONS CONSTITUTING FRAUD

While fraudulent activity could have a very wide range of coverage, the following are some of the act(s) which constitute fraud. The list given below is only illustrative and not exhaustive:-

i Forgery or alteration of any document or account belonging to the Company.

- ii Forgery or alteration of cheque, bank draft or any other financial instrument etc.
- iii. Misappropriation of funds, securities, supplies or others assets by fraudulent means etc.
- iv. Falsifying records such as pay-rolls, removing the documents from files and/or replacing it by a fraudulent note etc.
- V. Willful suppression of facts/deception in matters of appointment, placements, submission of reports, tender committee recommendations etc. as a result of which a wrongful gain(s)is made to one and wrongful loss(s) is caused to the others.
- vi. Utilizing Company funds for personal purposes.
- vii. Authorizing or receiving payments for goods not supplied or services not rendered.
Destruction, disposition, removal of records or any other assets of the Company with an ulterior motive to manipulate and misrepresent the facts so as to create suspicion/suppression/cheating as a result of which objective assessment/decision would not be arrived at.

Any other act that falls under the gamut of fraudulent activity. Suspected improprieties concerning an employee's moral, ethical, or behavioural conduct, should be resolved by departmental management and Employee Relations of Human Resources rather than under Fraud Policy.

REPORTING OF FRAUD

Any employee, representatives of vendors, suppliers, contractors, consultants, service providers or any outside agency doing business with the company as soon as he / she comes to know of any fraud or suspected fraud or any other fraudulent activity must report such incident(s). Such reporting shall be made to the designated Nodal Officer(s) nominated by the Company for this purpose from time to time. If, however, there is shortage of time such report should be made to the immediate HOD whose duty shall be to ensure that input received is immediately communicated to the Nodal Officer. The reporting of the fraud normally should be in writing. In case the reporter is not willing to furnish a written statement of fraud but is in a position to give sequential and specific transaction of fraud/suspected fraud, then the officer receiving the information/Nodal Officer should record such details in writing as narrated by the reporter and also maintain the details about the identity of the official / employee / other person reporting such incident. Reports can be made in confidence and the person to whom the fraud or suspected fraud has been reported must maintain the confidentiality with respect to the reporter and such matter should under no circumstances be discussed with any unauthorized person.

All reports of fraud or suspected fraud shall be handled with utmost speed and shall be coordinated by Nodal Officer(s) to be nominated.

On receiving input about any suspected fraud/nodal officer(s) shall ensure that all relevant records documents and other evidence is being immediately taken into custody and being protected from being tampered with, destroyed or removed by suspected perpetrators of fraud or by any other official under his influence.

DUTY OF NODAL OFFICER

The "Nodal Officer" shall refer the details of the Fraud/suspected fraud to the Vigilance Department of ITDC, immediately for further appropriate investigation and needful action.

During receipt of information of Fraud/Suspected Fraud, it would be the duty of Nodal Officer to verify the identify of the Complainant. Anonymous Complaint should not be acted upon.

After verification of the identify of the Complainant, the Nodal Officer should keep the identity of the Complainant secret.

After completion of the investigation, due appropriate action, which could include administrative action, disciplinary action, civil or criminal action or closure of the matter if it is proved that fraud is not committed etc. depending upon the outcome of the investigation shall be undertaken.

Vigilance Department shall apprise "Nodal Officer" of the results of the investigation undertaken by them. There shall be constant coordination maintained between the two.

RESPONSIBILITY FOR FRAUD PREVENTION/CREATING OF POLICY

It is the responsibility of every employee, representatives of vendors, suppliers, contractors, consultants, service providers or any outside agency doing business with the company to ensure that there is no fraudulent action being indulged in, in their own area of activity/responsibility. As soon as they learn of any fraud or have suspicion regarding it, they should immediately report the matter as per the procedure laid down in the policy.

All vendors, suppliers, contractors, service providers, consultants and other agencies having business relations with the company are required to affirm to the Fraud Prevention policy of the company. As such this policy document shall form a part of the tender/RFP document and shall have to be concurred to by all bidders

All Departmental Heads shall be responsible for proper implementation of the Fraud prevention policy of the company. The Nodal officers have powers to take corrective actions as per this policy. Name and contact number of nodal officers shall be available on Website and all prominent locations. Efforts will be made to keep the name of the informer secret.

The company recognizes that employee/stakeholders awareness is essential for effective detection/prevention of fraud/suspected fraud. As such the company shall put in place adequate communication mechanisms for dissemination of information about the policy and its importance to the corruption free governance of the company.

Manager (MM&D)

SELF DECLARATION OF NOT-BLACKLISTED AND NO PENALTY IS PENDING

To

Date:

General Manager (Samrat)
ITDC-Samrat Hotel
50-B, Chankyapuri, New Delhi-110021

Dear Sir,

This is to declare that our company M/s _____ is not blacklisted or debarred by ITDC or any entitle or Governments/ Agencies in India before participation in a tender and also no penalty is pending last 02 years form any Govt. Department/ Public Sector undertaking. In case of submission of False/fake declaration (found during any stage of the tender i.e. before, after and during execution) in order to secure the contract or in furtherance to secure it, and action shall be taken as per NIT.

Name of Bidder:-

Signature of the Bidder with seal

ENVELOPE - 2

ANNEXURE-B

FINANCIAL-BID

Techno commercial Bid for supply of T/C Cloth for Executive and Non-Executive in Samrat Hotel

<u>S. NO.</u>	<u>ITEM</u>	<u>APPROX QTY REQD.</u>	<u>Rate Quoted Per Unit</u>	<u>Total Amount</u>
1	T/C Cloth for (Non – Executive) Polyster Viscose, cloth quality in different weaves and shades for staff with 80/20 P/V width 58”	363 Mtrs	Rs. _____ _____ _____ Per Mtr.	Rate----- ----- (Rupees----- -----)
2	T/C Cloth for Chef Coat Black Cloth P/V 67/33 width 57/58” for Executive Chef	22 Mtrs	Rs. _____ _____ _____ Per Mtr.	Rate----- ----- (Rupees----- -----)

Other Terms and Conditions

- GST % -----
- Cartage Nil (FOR HOTEL)
- Payment Terms 30 Days credit

(SIGNATURES OF PARTY WITH SEAL)