

## **E-Tender Notice**

Online tenders are invited for one year rate contract for supply of **Wood Charcoal** from the prospective parties having godown/storage facility at Delhi/NCR and having experience in supplying to Hotels or Institutions of any nature annual rate contract basis as per specification given in the tender document. The tenders are required to be submitted online bids under two bid systems in the prescribed format. The tenders can be applied from the website <https://etenders.gov.in/eprocure/app> on through a link- About us > E-tenders on website [www.itdc.co.in](http://www.itdc.co.in). The **EMD** of **Rs. 36,250/-** (Refundable without interest to unsuccessful parties on finalization of contract) is to be paid which is to be deposited electronically by NEFT/RTGS payment in the account of 'India Tourism Development Corporation Ltd.' at the below mentioned details.

### **BANK Details of EMD Payment through NEFT/RTGS:**

- Name – State Bank of India
- Branch Name – Pragati Vihar, New Delhi
- IFSC Code – SBIN0020511
- Bank Account Number – 62334432317

Bidders are required to submit the details of EMD payment at the time of Bid 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, Net banking) 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 form the ITDC website, [www.itdc.co.in](http://www.itdc.co.in) (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>03.03.2023</b>	
Pre-bid Meeting, Venue Ashok Hotel	<b>14.03.2023</b>	<b>1500 Hrs</b>
Last Date and Time of Document Available	<b>27.03.2023</b>	<b>1500 Hrs</b>
Bid Submission Closing Date and Time	<b>27.03.2023</b>	<b>1500 Hrs</b>
Technical Bid Opening	<b>29.03.2023</b>	<b>1530 Hrs</b>

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**Bid Submission:-**

- Bids shall be submitted online only at website:-<https://etenders.gov.in/eprocure/app>
- Tender/Contractor 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.
- The Intending tenderers are advised to visit the I.T.D.C. website:- [www.itdc.co.in](http://www.itdc.co.in), <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 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 Technical 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 of all bids in part or all without assigning any reason thereof.
- 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 only i.e. <https://etenders.gov.in/eprocure/app> or through the link: About us>E-Tenders on website [www.itdc.co.in](http://www.itdc.co.in). The prospective bidders are advised to visit the website regularly for any extensions /corrigendum.

**Secy.TAC/DGM (MM&D)**

**INDIA TOURISM DEVELOPMENT CORPORATION LTD**  
**TERMS AND CONDITIONS**

**Subject: Tender for Supplying Wood Charcoal**

The bidders should carefully read the clauses here under, before submitting their tender. 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 Wood Charcoal to all** Delhi based ITDC Units i.e. Ashok Hotel, (50-b, Chankyapuri, New Delhi-21), Samrat Hotel (50-B, Chankyapuri, New Delhi-21), AIHTM Samrat Hotel, Vigyan Bhawan (Gate No.3, Maulana Azad Road, New Delhi) and Hyderabad House (No.1 Ashok Road, Gate No.1, New Delhi).
2. Tenders should not accompany or follow any requests for negotiations from Tenderers.
3. The rates quoted should be "NET RATES".
4. 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.
5. The prospective bidder should quote for all items. No rates column should be left blank.
6. Totals calculated on the basis of estimated quantities and the rates quoted should also be indicated in Amount Column of the schedule. The evaluation of "Financial Bid" to determine the lowest bid (L-1) shall be carried out on the **overall basis**. The rates of financial bids are to be quoted in the online financial bid only. In case the rates are quoted elsewhere, then the tender will be summarily rejected.
7. **The tender will be summarily rejected in case the rates are mentioned in the technical bid or copy of the financial bid with rates is uploaded along with the technical bid.**
8. Please note that "Terms & Conditions" accompanying the tender documents are for general guidance and successful tender will have to sign an agreement, with amendments, if any, considered necessary by the Corporation.
9. Annexure "II" provided with documents has to be uploaded by the tenderers duly supported by documents as mentioned in Checklist.
10. 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 corporation also reserves the right to defer the commencement of the supply period by **One Month**.

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11. **The security deposit will have to be paid by the successful tenderers at the rate of 2.5% of the tender value through bank draft favoring Ashok Hotel payable at New Delhi. EMD will be adjusted against security deposit. (No interest will be paid on Security deposit).**
12. **E.M.D-** EMD of **Rs. 36,250/-** (Refundable without interest to unsuccessful parties on finalization of contract) is to be paid / deposited electronically by NEFT/RTGS payment in the account of 'India Tourism Development Corporation Ltd' at the below mentioned details. The parties must ensure that the E.M.D proceeds are remitted / deposited well in time so that the E.M.D 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.
13. 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 25% of the total Tender Value (including 4% reserved for SC/ST entrepreneurs and 3 % reserved for women 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 MSE's match the final negotiated rates of the L-1 party.
14. The UTR Number / transaction details of EMD deposited should be mentioned in the Form A of technical bid. It is advised that the bidders take the time 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 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 refund on finalization of the tender. 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 the successful bidder refuses to accept the award or refuses to comply with any of the terms and conditions of 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 EMD forfeited.
15. As per Govt. guidelines the Micro and Small enterprises manufacturers are exempted from fee, EMD. However, they need to pay the 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 MSME Entrepreneurs are encouraged to apply as per MSME guidelines. MSME registration should be in relevant trade / activity.
16. Delivery of material shall be FOR Hotels/Units of ITDC at Delhi.
17. Payment will be released by the unit directly after satisfactory delivery.
18. All bidders will have to provide their GST number. In case the bidder is exempted, an undertaking to this effect is to be attached to the tender.

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19. 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 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 performance security by a communication in writing by the corporation to the applicant without the corporation being liable in any matter whatsoever to the applicant and without prejudice to any other right or remedy which the corporation may have under the Bidding Documents the contract or under applicable law. Besides the corporation reserves the right to blacklist the applicant for any future dealing along with intimation of any appropriate penal action as per the applicable law.
20. Conditional tender will be summarily rejected and no correspondence in this regard shall be entertained.
21. 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 only i.e. <https://etenders.gov.in/eprocure/app> or through the link: About us>E Tenders on website [www.itd.co.in](http://www.itd.co.in). The prospective bidders are advised to visit the website regularly for any extension/corrigendum.
22. It may be noted that the quantities are only the estimated Annual Requirement for the guidance of the tenderers. In case of any reduction in estimated quantities during the period of the contract, the contractor shall not be entitled to claim any compensation or damages and if it is excess, the party will have to continue supply on agreed price.
23. The contractor shall provide, furnish and deliver the supplies awarded at the respective premises of all the units of ITDC during the period of this contract commencing from the date of acceptance of the Work Order till the expiry of the contract, unless it is terminated earlier. The material of the nature and descriptions specified in the tender 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 as per specifications, and description demanded and if at any stage these are found unsuitable /substandard, the same 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/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 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-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 or less to any extent than the above referred estimated requirement. No argument 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 challan/advice mentioning therein separately the quantity ordered and quantity supplied in respect of each item.

24. The suppliers should have his office/Godown in NCR/Delhi and the logistics to supply the material to the all Delhi based HCE Units i.e. Ashok Hotel, Samrat Hotel, AIHTM, Hyderabad House & Vigyan Bhawan.

25. 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,

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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.

26. 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 (23) above as well as risk cost till the original expiry date of the agreement in the same manner as at (b).
27. 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. In case above is found, the Corporation shall be at liberty to take appropriate action against the contractor for the said wrongful act as per applicable law.
28. The contractor 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 corporation.
29. The Bills for the supplies as aforesaid may be preferred by the contractor on the corporation within a month from the last date of the billing period. The bills should be made on proper printed bill form serially numbered and in no case on the letterheads.
30. 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.
31. Since the quantity of the material required in the tender is approximate, 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 except that may be requisitioned as per the Purchase Order.
32. Hotel shall be entitled to enter into rate contract with one or more than one contractor/suppliers as may deem fit.

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33. "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."
34. 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 prices which will be specified and contained in the Schedule.
35. **"Governing Law, Jurisdiction and 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 disputes arising out of the Agreement / Contract".
36. The laws of India shall govern this Agreement. The Courts in New Delhi shall have exclusive Jurisdiction.
37. **Tenders from suppliers/contractors of sound financial standing and capacity will only be considered, like the supplier having minimum of average (last three years) annual Turnover of Rupees Six lakh and should have experience in supplying the tendered items to reputed Hotels or Institution (documentary evidence to be attached). Should have successfully in the same trade with names of Hotel/s Institutions of any nature served.**
38. An agreement (Format attached) is to be signed with the corporation embodying all terms and 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.
39. 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.
40. The corporation reserves the right to negotiate reduction in the rates or to reject any or all tenders without assigning any reasons.
41. The bids should be valid for a period of 120 days from the date of opening of e-bids.
42. Pre-bid meeting will be held as per scheduled date, time and venue mentioned in the calendar.

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43. The contract on successful performance and mutual consent of both the parties can be extended/renewed for a further period of one month upon completion. It is made clear here that, in case of extension/renewal, the very next day which falls after date of completion or expiry of the main contract by efflux of time shall be deemed to be effective of date of extension/renewal. It is further made clear that, owing to any unforeseen contingency or event which is beyond the control of both the parties, if the contract of extension/renewal is not executed/signed by the parties on the very next day after completion or expiry of the main contract then in that eventuality the same shall not affect the effective date of the said extension/renewal and the effective date for such extension or renewal shall be same as mentioned herein above.
44. In the event of inadequate response i.e. receipt of less than three bids, the tender would be automatically extended and the corrigendum would only be published in the websites.
45. Integrity pact is a part of terms and conditions of the contract and the bidder is bound by the provisions contained therein (Format enclosed).
46. A scanned copy of the integrity pact signed by the authorized signatory/partner/consortium members as the case may be in Rs. 100/- Non-Judicial Stamp Paper Duly Notarized by Notary Public is to be uploaded along with the Techno-commercial bid and the original document is to be submitted in the office of Member Secretary TAC/DGM MM&D Ashok Hotel on or before the due date / extended due date of submission of the bids. Cost of Stamp Paper will be borne by the bidder.
47. In case the tenderer wants an original copy of the Integrity Pact for his reference / record, they will have to submit two sets of the integrity pact on non-judicial stamp paper of Rs.100/- or the amount as may be applicable in the respective state – whichever is higher by the bidder.
48. A Bidder who has been barred/ blacklisted/banned for participation in Tender in past 5 years by ITDC or any entity or Government of India or GNCTD or by any State Government/Central Government/ Departments/ Agencies in India shall not be eligible to submit a proposal.

Further, a Bidder shall have to submit an UNDERTAKING (format enclosed) on a Rs. 100/- Non-Judicial Stamp Paper Duly Notarized by Notary Public to the effect that his Company/ Partnership/Sole Proprietorship as the case may be, is not barred/blacklisted/banned by ITDC or any entity or Government of India or GNCTD or by any State Government/ Central Government/ Departments/ Agencies in India for the preceding five years before participation in this Tender. 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, an action shall be taken as per NIT.

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49. The bidders/Service provider shall ensure that relevant and appropriate Laws, rules & regulations/ guidelines/ policy / instructions issued from time to time by the Local Government / Central Government applicable and relating to this work are followed and complied with.
50. ITDC reserves the right to reject any or all the bids, amend / withdraw any terms and conditions in the Tender document or to cancel the Tender without assigning any reason and the decision of the ITDC in this regard shall be final and binding.
51. **Samples** –Sampling is an integral part of the evaluation of the technical bids and in case of non-submission of sample the bids are liable to be rejected. The Sample for the supply of Wood Charocal to be submitted in the office of Sr. Exec. Chef, The Ashok Hotel, Chankyapuri. The sample checking and sample selection is a part of technical scrutiny. The sample in 1 kg packing duly marked to be submitted on the mentioned date and time or else the tender is liable for rejection.
52. Notice Clause: Any notice or communication to be given or sent by either party to the other under this Agreement shall be considered as duly served if the same has been transmitted and delivered to the party concerned at the following address or such other addresses as may be intimated in writing by either party to the other, by speed post/recognized courier service or by electronic mode such as email etc. and same shall be binding on the respective parties:-

1. The Chairman TAC (Designation of Officer) India Tourism Development Corporation Limited, (Government of India Undertaking) Officer at Scope Complex, Core 8, 6<sup>th</sup> Floor, 7 Lodhi Road, New Delhi-110003.

And

2. Name of the Successful Contractor,  
Address

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

**I have read and understood the above mentioned terms and conditions and will comply with those.**

- a. **Corporation** means " **India Tourism Development Corporation Ltd.**
- b. **Supplier Contractor** means the **successful tenderer to whom the contract is awarded.**

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- c. **Officers of the Corporation or Officer means the Officer named by the Corporation or by the receiving hotel to inspect the supplies.**
- d. **MANAGING DIRECTOR means the Managing Director of India Tourism Development Corporation Limited.**

**Signature\_\_\_\_\_**  
**Name\_\_\_\_\_**  
**Designation\_\_\_\_\_**  
**Of the authorized signature**  
**With official stamp.**

**ANNEXTURE-I****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. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirement and submitting their bids online on the CPP Portals. More information useful for submitting online bids on the CPP portal may be obtained 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 Certificate with signing key usage) issued by any Certificate Authority recognize by CCA (Controller of Certifying Authority) India (e.g. Sify/ n-Code / e-Mudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidders are responsible to ensure that they do not lend their DSC's to other which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID/ 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 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 1GB 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 document 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 document - including the names of content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidders, in advance, should get ready the bid document 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 (Dot per inch) 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 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 not be uploaded again and again. This will lead to a reduction in the time requires for bid submission process.

#### **SUBMISSION OF BIDS**

- 1) Bidders 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 bidders has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidders are requested to note that they should necessarily 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 white 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 bidders should save it and submitted it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 4) The server time (which is displayed on the bidders' dashboard) will be considers as the standers 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.
- 5) All the documents being submitted by the bidders would be encrypted suing 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 files 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.
- 6) 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.
- 7) 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 BIDDES**

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

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- 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.

<b>CPP Portal Helpdesk</b>	
Telephone	CustomerSupport: (MultipleTelephoneLines) 0120-4200462, 0120-4001002, 0120-4001005
Email-ID	<a href="mailto:support-eproc@nic.in">support-eproc@nic.in</a>

**DGM (MM&D)/Secy TAC**

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**ANNEXURE-II****FORM 'A'****TECHNICAL BID FOR WOOD CHARCOAL**

1. Name of the firm : \_\_\_\_\_  
Address and Telephone No
2. Name of bankers with address /Account no.  
IFSC Code/RTGS details (Cancelled Cheque) : \_\_\_\_\_
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 Hotels/Institutions of any nature served  
(Copies of Purchase order must be submitted)
5. Address of Godown/Storage/Operational Facility : \_\_\_\_\_  
(Only NCR / Delhi)
6. GSTIN No. ( As per Clause 18 of T&C) : \_\_\_\_\_  
Self-attested copy to be uploaded
7. Audited / Certified Income Tax Returns, Balance : \_\_\_\_\_  
Sheet and the Profit & Loss Statement of the last  
Three year i.e. 2021-22, 2020-21, 2019-20 &  
ITR (AY) 2022-23 2021-22, 2020-21.
8. Income Tax Permanent Account No : \_\_\_\_\_  
(Copy must be submitted)
9. Earnest Money of Rs. 36,250/-(UTR No.): \_\_\_\_\_
10. Min. average annual Turnover as : \_\_\_\_\_  
Per clause no. 37 of T&C.
11. Where the order will be placed : \_\_\_\_\_  
Name & contact Number
12. Pre-contract Integrity pact duly signed in Rs. 100/- : \_\_\_\_\_  
Non-Judicial Stamp Paper Duly Notarized  
by Notary Public (as per Annexure-IV)  
To be uploaded and Hard Copy to be submitted.
13. Draft Agreement duly signed to be uploaded : \_\_\_\_\_

*Signature & Stamp of Authorized Signatory*



14. Self-Declaration of Not Blacklisted in Rs. 100/- : \_\_\_\_\_  
Non-Judicial stamp paper duly notarized by notary  
(Annexure-V) to be uploaded
15. Fraud Prevention Policy : \_\_\_\_\_  
(Self-attested copy must be submitted)

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

**INDIA TOURISM DEVELOPMENT CORPORATION LTD****Tender for Wood Charcoal****Technical Bid****Annexure "A"**

<b>S.NO</b>	<b>ITEM</b>	<b>ESTIMATED REQ.</b>	<b>UNIT</b>
<b>1</b>	Wood Charcoal with dust "DRY COAL SORTED BY 2.5 INCH SIEVE" Minimum acceptable size is 2.5" X 2.5"	1,08,100	Kg

**SIGNATURE WITH NAME, DESIGNATION AND  
OFFICE SEAL OF THE TENDERER**

*Signature & Stamp of Authorized Signatory*

**INDIA TOURISM DEVELOPMENT CORPORATION LTD**

**Tender for Wood Charcoal**

**Financial Bid**

**Annexure "III"**

S.NO	ITEM	UNIT (in Kg.)	RATE PER KG	VALUE (in Rs.)
<b>(Please refer the 'BOQ' available online)</b>				

**NOTE:-**

- **PLEASE DO NOT FILL RATES IN THIS FORM AND UPLOAD ALONG WITH THE OTHER DOCUMENTS IN THE TECHNICAL BID OTHERWISE THE BID WILL BE SUMMARILY REJECTED.**
- **KINDLY REFER THE SUBMISSION DETAILS PROVIDED IN THE INSTRUCTIONS FOR SUBMITTING E-TENDERS.**

**SIGNATURE WITH NAME, DESIGNATION AND  
OFFICE SEAL OF THE TENDERER**

**PRE CONTRACT INTEGRITY PACT**

(To be executed on a non-judicial stamp paper of Rs.100/- or the amount as may be applicable in the respective state – whichever is higher)

This Integrity Pact (hereinafter referred to as the Agreement) is made on this \_\_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_\_\_\_.

Between

India Tourism Development Corporation Ltd (hereinafter referred to as ITDC is a Government of India Undertaking) a company duly incorporated and existing under the provisions of the Companies Act, 1956, having its registered office at having its Registered Office at SCOPE Complex, Core 8, 7 Lodi Road, New Delhi-110003 (hereinafter referred to as the Principal, which expression shall unless repugnant to the meaning of context hereof include its successors and permitted assigns).

And

M/s. \_\_\_\_\_ (name and address of the Individual/firm/company/consortium members) through \_\_\_\_\_ [mention details of the duly authorized signatory) (hereinafter referred to as the Bidder/Contractor which expression shall unless repugnant to the meaning of context here of include its successors and permitted assigns).

**Preamble**

Whereas, the Principal has floated a Tender \_\_\_\_\_ [Tender No.] (hereinafter referred to as Tender) and intends to award under laid down procedures, contract(s)/purchase order/work order/ for \_\_\_\_\_ [name of the contract/order] or items covered under the tender (hereinafter referred to as the Contract).

Whereas, the Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

Whereas, in order to achieve these goals, the Principal has appointed competent and credible Independent External Monitors (IEM's) for this pact after approval of Central Vigilance Commission.

Whereas, to meet the aforesaid purpose both parties have agreed to enter into this Integrity Pact (hereinafter referred to as the Agreement), the terms and conditions of which, shall be read as an integral part of the tender document and contract between the parties.

Now, Therefore, in consideration of the mutual covenants contained in this Pact, both parties hereby agree as follows:-

**Section 1- Commitments of the Principal**

1.The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

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a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, takes a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there is a substantive suspicion in this regard, the Principal will inform the Chief Vigilance officer and in addition can initiate disciplinary actions.

## **Section 2- Commitments of the Bidders(s)/Contractor(s)**

The Bidder(s) / contractor(s) commit them self to take all measures necessary to prevent corruption.

1. The Bidder(s)/Contractor(s) commit them self to observe the following principles during participation in the tender process and during the contract execution:-

a. The Bidder(s) / contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal/s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractors will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. And the details as mentioned in the Guidelines on Indian Agents of Foreign suppliers' shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupee only.

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In a tender, either the India Agent on behalf of the Principal/OEM or the Principal/OEM itself can bid out both cannot bid simultaneously for the same item/product in the same tender. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

e. The Bidder(s)/Contractor(s) will, when presenting their bids, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s)/Contractors who have signed the integrity pact shall not approach the courts while representing the matter to IEM's and shall wait for their decision in the matter.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3: Disqualification from tender process and exclusion form future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or terminate the Contractor, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression and action will be taken as per the procedure prescribed in the "Guidelines on banning of business dealings" of the Principal.

### **Section 4: Compensation for Damages**

Without prejudice to any rights that may be available to the Principal under law or Contract or its established policies and laid down procedures, the Principal shall have the following rights in case of breach of this Agreement by the Bidder(s)/Contractor(s).

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to the Earnest Money Deposit / Bid Security Amount of the Bidder/Contractor.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5: Previous Transgression**

1. The Bidder declares that no previous transgression occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the as per the procedure mentioned in the "Guidelines on Banning of business dealings" of the Principal.

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## **Section 6: Equal treatment of all Bidders/Contractors**

1. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor(s).
2. The Principal will enter into Agreements with identical conditions as this one with all bidders, contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign and submit this Integrity Pact along with their Technical Bid for this Tender or violate its provisions at any stage of the tender process.

## **Section 7: Violations of the Integrity Pact**

If the Principal obtains knowledge of conduct of a Bidder, Contractor, or of an employee or a representative or an associate of a Bidder, Contractor which constitute corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

## **Section 8: Independent External Monitor/Monitors (IEM)**

1. The Principal will appoint competent and credible Independent External Monitor for this Pact after approval of Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performance his functions neutrally and independently. The monitor would have access to all contract documents whenever required. It will be obligatory for him/her to treat the information and documents of the bidders/contractors as confidential. He/she reports to the MD, ITDC.
3. The Bidder/Contractor accepts that the Monitor has the right to access without restriction to all project documentation of the principal including that provided by the contractor. The contractor will also grant the monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to sub-contractors (if any).
4. The Monitor is under contractual obligation to treat the information and documents of the Bidders (s)/ contractor(s)/ sub-contractor(s) with confidentiality. The monitor has also signed declarations on 'Non-Disclosure of Confidential Information and of 'Absence of conflict of interest'. In case of any conflict of interest arising at a later date, the IEM shall inform MD (ITDC) and recues himself/herself from that case.
5. The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the MD, ITDC within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.

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8. If the Monitor has reported to the MD, ITDC, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD, ITDC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word 'Monitor' would include both singular and plural.

### **Section 9: Pact Duration**

1. This pact begins when both parties have signed this Agreement. It expires for the Contractor 12 months after the last payment under the contractor and for all other bidders 6 months after the contract has been awarded.

2. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

3. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Agreement as specified above, unless it is discharged / determined by MD of ITDC.

### **Section 10: Other provisions**

1. This Agreement is subject to Indian Law, the place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.

2. Changes and supplements, as well as termination notice need to be made in writing. Side agreements have not been made.

3. This agreement must be signed by the duly authorized signatory only. If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members. In case of any change in partnership/consortium the new partner or member will have to sign this document.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

6. In the event of any contradiction between this Agreement and its annexure, the clause of the Agreement will prevail.

For the sake of brevity, both the parties agree that this Agreement will have precedence over the Tender/Contract documents with regard to any of the provisions covered in this Agreement.



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

<https://etenders.gov.in/e procure/app?page=HelpforContractors&service=page>

<p>Names and contact details of the two Independent External Monitors (IEM's) appointed by ITDC</p>
<ul style="list-style-type: none"> <li>• The Role of the Independent External Monitors (IEM's) is detailed at Sr. No.8 in the Integrity Pact annexed to the tender document.</li> <li>• The main task of the IEM's is to review independently and objectively, whether and to what extent the parties comply with the obligations under the Integrity Pact.</li> <li>• The IEM's are not be contacted for any clarification or help regarding the tender, in all such cases please contact the concerned officials whose details are given in the tender document.</li> </ul>

<p>Smt. Meenakshi Mishra , IA&amp; AS (Retd.) Email: <a href="mailto:pcmishra@hotmail.com">pcmishra@hotmail.com</a></p>	<p>Shri M. Akhaya , IPS (Retd.) Email : <a href="mailto:akhaya61@gmail.com">akhaya61@gmail.com</a></p>
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\_\_\_\_\_  
\_\_\_\_\_  
**(For & on behalf of the Principal  
Bidder)**  
**(Office Seal)**

**(For & on behalf of the  
(Office Seal)**

**Place:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Witness-1**  
**Signature:**  
**Name:**  
**Address:**

**Witness-2**  
**Signature:**  
**Name:**  
**Address:**

*Signature & Stamp of Authorized Signatory*

**DECLARATION CUM UNDERTAKING**

**Declaration Cum Undertaking by the tenderer on Rs.100/- Non-Judicial Stamp Paper** or the amount as may be applicable in the respective state – whichever is higher **stating the following:**  
**(Duly Notarized by Notary Public)**

Dear Sir,

We hereby confirm and undertake that I/we am/are not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy'. We further undertake that we are not barred/blacklisted/banned by ITDC or any entity or Government of India or GNCTD or by any State Government/Central Government/Departments/Agencies in India for the preceding five years before participation in this Tender or our contract has not been terminated on account of poor performance.

We further confirm that we have not been blacklisted or kept under holiday by any Public Sector Undertaking/Government Organization/HCE's Delhi based Units of ITDC/ any other organization for the preceding five years before participation in this Tender. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this tender.

We hereby undertake that M/s.....(agency's name) and his Partner/Company including its Directors applying for the contract does not have any type of criminal records nor any type of criminal proceedings are pending before any court of India or abroad.

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents, award is given to us for ..... (name of the contract), the following Certificate shall be automatically enforceable. "We agree and acknowledge that HCE's Delhi based Units of ITDC is entering into the Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that HCE's Delhi based Units of ITDC is authorized to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that Units of ITDC is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."

We agree that if any discrepancy is noticed at any time, our Bid may be rejected / terminated. We have read and agreed to the terms and conditions laid down by HCE's Delhi based Units of ITDC for this contract.

(Signature of the Authorized Person)

Name: .....

Designation .....

Business Address: .....

Seal: .....

Date:

*Signature & Stamp of Authorized Signatory*

Place:

## **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**

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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 behavioral 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

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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.

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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.

**DGM (MM&D)/Secy,TAC**

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## **DRAFT AGREEMENT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ (2023) Two Thousand & Twenty Three between \_\_\_\_\_ (hereinafter called "The contractor" which expression shall unless excluded by or repugnant to the context include his heirs, execute and permitted assigns) of the one part

AND

The India Tourism Development Corporation Limited having its registered office at Scope Complex, Core 8, 7, Lodhi Road, New Delhi-110003 herein after called the "Corporation" which expression shall include its successors and permitted assigns on behalf of the other part, whereas constituent units of the corporation want to purchase \_\_\_\_\_ for which tenders were invited. And whereas the contractor has submitted the tender which has been accepted by the corporation.

Now it is hereby agreed between the parties as follows:

1. The supply will commence from \_\_\_\_\_ and shall remain in force (unless terminated earlier as provided herein after) for a period upto \_\_\_\_\_. The Corporation also reserves the right to terminate the contract any time and without assigning any reason thereof by giving one Months' notice of its intention to do so in writing to the contractor and the contractor shall not be entitled to any compensation by reasons of such earlier termination.
2. The contractor shall be responsible for performing all or any of the services detailed in and arising out of the contract during the day and also at night without any additional remuneration when so directed by the corporation or by any officer authorized in this behalf
3. The corporation reserves the right of placing the contract simultaneously or any time during this period with one or more articles or quantity does not by itself confer a right on the contractor on demand that the supply of all or of any item thereof, should necessarily be exclusively entrusted to him.
4. The contractor shall provide furnish and deliver at the premises of Ashok Hotel, Samrat Hotel, Vigyan Bhawan, Western Court Catering Units, PHCU and Hyderabad House during the period of this contract articles of the nature and description specified in the schedule hereto annexed and subject to the conditions contained in the said schedule which shall be taken as part of this contract, in such number and quantity as may from time to time be required for and on behalf of the corporation by any officer duly authorized in this behalf at the rates and prices mentioned in the said schedule.

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- a. The articles shall be of the best quality and of the exact kind, quality and description demanded and shall be liable to be rejected by the company or any officer authorized in this behalf by the corporation to inspect or reject goods supplied by the contractor, if any items be not up to the standard required.
  - b. In case the said articles (Tender Items) or any of them shall be so rejected the said officer shall Not be required to assign or give any reason for such rejection and decision shall be final conclusive and binding upon the contractor. In case of any of the said articles being rejected or not being supplied as aforesaid the corporation shall be at liberty to procure the same or such other articles as may be required in that behalf, at the cost and expenses of the contractor and the contractor shall, upon demand pay to the corporation all such costs charges and expenses and interests as shall upon demand pay to the corporation all such cost charges and expenses and interests as shall or may be incurred or sustained in procuring the same the contractors shall be liable to pay in addition, to the corporation sum of rupees incurred extra at the option of the corporation as liquidated damages for each and every such default or for any such breach of the contract, as often as the same shall happen, the corporation being at liberty to retain the said sums from the amount of any bills that may or shall become due to the contractor or from Security Deposited by him for the due performance of this contract.
  - c. The contractor will maintain proper date-wise record of all indents placed on him by the Hotel for effecting supplies, if telephone indents are placed at any time by the Hotel, the contractor shall maintain similar record for the same. They shall ensure that such telephonic indents are followed by written indents subsequently.
  - d. Supplies must be accompanied by a proper and dated challan/advice mentioning therein separately the quantity ordered and quantity supplied in respect of each item. No guarantee can be given by the corporation as to the definite volume of supply which the contractor will be required to supply at any time throughout the period of the contract. The contractor shall deposit with the corporation, an amount of Rs. \_\_\_\_\_ as security deposit, for the due performance of this contract. In the event of failure on the part of the contractor to supply the articles in accordance with the terms and conditions of this agreement, the said deposit shall be forfeited by the corporation. To achieve this effect the corporation can enforce the Bank Guarantee and appropriate security deposit also so forfeited in discharge of the above said liability of the contract.
- 5 In case of breach of any of the conditions of this agreement and the terms and conditions of the NIT which shall form part of this agreement, the corporation shall be at liberty to terminate this contract forthwith without prejudice to the right of the corporation to claim damages on account of antecedent breaches thereof. In case the above is found the corporation shall be at liberty to take appropriate action against the contractor for the wrongful act as per applicable law.

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- 6 The contractor shall not be directly concerned or in any way deal with the officer or other persons employed by or under the authority corporation in making the supplies hereby contracted for, nor shall the contractor either directly give or promise to pay or give or permit to be given to any person in any department under the corporation, money, or gratuity fee or reward for any matter or thing in any way relating to the performance of the contract. In case above is found, the Corporation shall be at liberty to take appropriate action against the contractor for the said wrongful act as per applicable law.
- 7 The contractor shall not assign the present contract or in any manner allow any other person or persons to interfere in without the special permission in writing of the said officer on behalf of the corporation.
- 8 The bills for the articles supplied said may be submitted by the contractor to the corporation within a month from the date of actual delivery of the articles. Any other payment of the contractors bills for the supplies made under these terms and conditions shall be recovered from the contractors from his bills subsequently submitted for payment and if such over payments or any portion thereof is thereafter remitted by the contractor, the corporation shall gave the right to recover the overcharges from the security deposit as well. The bills shall be made on proper printed bill from serially numbered and not on letterheads. Payment will be made by the corporation within one month of date of submission of bill by contractor.
- 9 In the event of any question, dispute or difference arising under the agreement or in connection therewith, the matter shall be referred to the Managing Director (MD) of the corporation for appointment of sole arbitrator as per the provisions of the arbitration 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 said Arbitrator shall act under provisions of the Arbitrator and Conciliation Act, 1996 (as amended from time to time). The arbitral proceedings shall be held in Delhi. The laws of India shall govern this Agreement. The Courts in New Delhi shall have exclusive Jurisdiction.
- 10 The security amount shall be deposited within ten days of the receipt of acceptance letter from the corporation. This amount shall be retained by the corporation and shall be refundable to the extent not appropriated or adjusted by the corporation in terms of this agreement, after due performance of the contract or audit of accounts whichever is later.
- 11 The contractor shall effect the supplies before 01.00 p.m. every day. Corporation reserves the right to refuse supplies brought after 01.00 p.m. and will be free to make purchase at his risk and cost.
- 12 The contract on successful performance and mutual consent of both the parties can be extended/renewed for a further period of one month upon completion. It is made clear here that, in case of extension/renewal, the very next day which falls after date of completion or expiry of the main contract by efflux of time shall be deemed to be effective of date of extension/renewal. It is further made clear that, owing to any unforeseen contingency or event which is beyond the control of both the parties, if the

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contract of extension/renewal is not executed/signed by the parties on the very next day after completion or expiry of the main contract then in that eventuality the same shall not affect the effective date of the said extension/renewal and the effective date for such extension or renewal shall be same as mentioned herein above.

- 13 Subject to clause above DELHI COURTS alone will have jurisdiction. Cost of stamp paper shall be borne by the contractor.
- 14 During the contract / engagement with \_\_\_\_\_ LIMITED, the organization, its employees, agents, other contractors, sub-contractors and their employees, etc. may be exposed to certain unpublished price sensitive information (UPSI), that is not generally available and which upon becoming generally available is likely to material affect the price of the securities issued by the Company. Such UPSI shall be held by organization, its employees, agents, other contractors, sub-contractors and their employees etc., in strictest confidence and shall not be disclosed to any other party except on need to know basis and with the prior consent of the Company.

It is hereby further cautioned that, the organization, its employees, agents, other contractors, sub-contractors, their employees and immediate relatives thereof, should not trade in the securities of the Company while in possession of such UPSI or communicate such UPSI to any person except in furtherance of legitimate purposes, performance of duty or discharge of legal obligations. Any trades in securities of the company, while in possession of any UPSI would be presumed to have been motivated by the knowledge and awareness of the UPSI and liable for penal action under this contract / engagement as well as under SEBI (Prohibition and Insider Trading) Regulations, 2015. It is therefore advised to familiarize with the "Code of Conduct for Prevention of Insider Trading in the securities of ITDC, copy of which is hosted on the website [www.itdc.co.in](http://www.itdc.co.in).

Accordingly, it must be ensured that any UPSI, whenever received from the Company,

- a. Shall be used solely for the purpose for which it is being disclosed;
- b. Shall be preserved and the secrecy of such information shall be maintained;
- c. Shall not be disclosed to any third party;
- d. Shall be kept securely and properly protected against theft, damage, loss and unauthorized access (including access by electronic means) by deploying means similar to those being used to secure their own confidential information;
- e. To notify the company immediately upon becoming aware that any of the confidential information has been disclosed to or obtained by a third party.

The organization/contractor etc., shall undertake that its employees & their immediate relatives, agents, sub-contractors and any other person associated with said contract / engagement does not violate any of the provision of the SEBI (Prohibition of Insider Trading) Regulation, 2015. Any violation shall be considered as breach of terms of

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contract / engagement and the Company shall take necessary action for such breach in addition to reporting to SEBI for taking necessary action under SEBI (Prohibition of Insider Trading) Regulations, 2015.

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

IN PRESENCE OF  
Above named contractor

1. \_\_\_\_\_

2. \_\_\_\_\_

Signed and delivered by the

IN WITNESS OF

1. \_\_\_\_\_

2. \_\_\_\_\_

Signed and delivered by  
Secretary (TAC) ITDC  
DGM(MM&D)  
ASHOK HOTEL  
New Delhi-110021

## **CHECK LIST**

**The following Documents must be uploaded along with Techno Commercial (Technical) Bid otherwise the tender shall be summarily rejected.**

- Self-attested Experience Certificate of supply to hotels or institutions (Copy of Purchase Order/ Work order must be submitted).
- Bidder shall have to submit an undertaking on Rs.100/- non-judicial stamp paper duly notarized by notary public to the effect that the company is not barred/blacklisted/banned (as per point no. 48 of terms and conditions).
- A scanned copy of the integrity pact signed by the authorized signatory/partner/consortium members as the case may be in Rs. 100/- Non-Judicial Stamp Paper Duly Notarized by Notary Public is to be uploaded along with the Techno-commercial bid and the original document is to be submitted in the office of Member Secretary TAC/DGM MM&D Ashok Hotel on or before the due date / extended due date of submission of the bids. Cost of Stamp Paper will be borne by the bidder.
- Address of Operational Facility must be submitted.
- Self-attested copy of last three years Income Tax Return and Audited / Certified Annual Accounts (i.e. Balance Sheet and the Profit & Loss Statement) for the year 2021-22, 2020-21, 2019-20 & ITR (AY) 2022-23, 2021-22, 2020-21.
- Copy of UTR EMD Rs.36,250/-
- Self-Attested Copy of PAN and GSTIN No.
- Duly signed complete Tender Document to be uploaded.

I/we have read and understood various forms and documents and I am/We are submitting tender complete in all respects. I/we agree to the terms & conditions as detailed in the tender documents.

**Thanking You**

**Yours Sincerely**

**Signature, Name & Designation (Stamp)**

*Signature & Stamp of Authorized Signatory*

## **Minimum Eligibility Criteria**

1. Self-attested experience Certificate of supplied to hotels or institutions (Copy of Purchase Order/ Work order must be submitted).
2. Bidder shall have to submit an undertaking on Rs.100/- non-judicial stamp paper duly notarized by notary public to the effect that the company is not barred/blacklisted/banned (as per point no. 48 of terms and conditions).
3. A scanned copy of the integrity pact signed by the authorized signatory/partner/consortium members as the case may be in Rs. 100/- Non-Judicial Stamp Paper Duly Notarized by Notary Public is to be uploaded along with the Techno-commercial bid and the original document is to be submitted in the office of Member Secretary TAC/DGM MM&D Ashok Hotel on or before the due date / extended due date of submission of the bids. Cost of Stamp Paper will be borne by the bidder.
4. Address of Operational Facility must be submitted.
5. Audited Balance Sheet and the Profit & Loss Statement of the three year i.e. 2021-22, 2020-21, 2019-20 & Income Tax Returns (AY) 2022-23, 2021-22, 2020-21.
6. Copy of UTR EMD Rs. 36,250/-
7. Income Tax Permanent Account no.
8. Draft Agreement duly signed to be uploaded.
9. Tenders from suppliers/contractors of sound financial standing and capacity will only be considered, like the supplier having minimum of average (last three years) annual Turnover of Rupees Six lakh and should have experience in supplying the tendered items to reputed Hotels or Institutions (documentary evidence to be attached). with names of Hotel/s Institutions of any nature served.

**I have read and understood the above mentioned eligibility criteria and will comply with those.**

*Signature & Stamp of Authorized Signatory*