

RANCHI ASHOK BIHAR HOTEL CORPORATION
UNIT ; HOTEL RANCHI ASHOK
DORANDA, RANCHI-834002
TELE. NO. - 0651-2480759-65

Ref :HRA/Fresh/Mutton/2017-18

DATED:21/08/2017

TENDER NOTIFICATION

Sealed Tenders superscribed with Tender for supply of MUTTON (KHASSI) are invited from reputed Supplier/Agencies/Departmental Stores/Societies who have experience in supply of similar items to Hotels for supply of the following items and carrying out the work on Annual Rate Contract Basis on the terms and conditions enumerated below to Hotel Ranchi Ashok, Ranchi for a period of one year from the date of acceptance.

Sl.No.	Name of the Item	Tender Cost	EMD (Rs)	Cost of Tender Form
1.	MUTTON (KHASSI)	Rs.1,80,000/-	Rs.2700.00	-NIL-

EARNEST MONEY DEPOSIT: The tenderer should deposit EMD as shown above in the form of Demand Draft/Pay Order or Cash payable at Cash Counter and **the receipt should be enclosed along with completed Tender Form.**

Tenders submitted without EMD will not be considered. EMD will be returned to unsuccessful tenderers **within 90 days** from the date of opening of Tender and the same shall not fetch any interest. **Tenderers withdrawing before the announcement of successful tenderers shall be liable to have their earnest money forfeited.**

Date of issue of Tender Form from	:	28.08.2017
Last date for issue of Tender Form	:	21.09.2017
Last date for receipt of Tender Form Tender form can be dropped in the Box Kept for this purpose in the office of Stores-in-Charge during office Hours on any working day/as per schedule.	:	21.09.2017 (Upto 12:00 Noon)
Last date of opening of Tender Tender's received shall be opened in the presence of attending tenderers or their representatives on the date & time specified herein	:	21.09.2017 15.30 Hrs.

The interested tenderers can also download the detailed tender Form from our Website www.hotelranchiashok.com, www.tenders.gov.in., www.theashokgroup.com & www.eprocure.gov.in . Submit EMD by Demand Draft in favour of General Manager, Hotel Ranchi Ashok, Ranchi.

.....2

Tenderers shall read all terms and conditions of the tender carefully before filling the tender.

IMPORTANT INSTRUCTIONS FOR THE TENDERERS

1. VALIDITY OF TENDER:

Tender should be valid for a period of 120 days from the date of submission. Rates quoted should be firm for a period of one year from the date of acceptance of the tender at the first instance and can be extended for a period of Three Months at the sole discretion of the General Manager, Hotel Ranchi Ashok, Ranchi and for a further period as agreed mutually.

2 IMPORTANT INSTRUCTIONS FOR THE TENDERERS:

A. Tenders duly filled in all respects along with EMD should be put in a sealed envelope superscribed “TENDER FOR SUPPLY OF MUTTON (KHASSI)” and dropped in the box kept for this purpose in the Time Office within the specified date and time.

B. Tenders should not accompany any request for negotiations from tenderers.

C. The rates quoted should be “NET RATES” inclusive of all statutory levies including free delivery to hotel premises. The rates should be given both in figures and words. No reference to existing or previous rates should be made. Conditional tenders containing alternative proposals/rates are liable to be rejected.

D. 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.

E. No rate column should be left blank. Otherwise, the highest rate quoted by any other Tenderer for that item shall be taken for evaluation of the Tender. In case the tenderer is still successful in getting the contract on the basis of his being the lowest, he would be paid lowest rates quoted by other tenderers for those not quoted. Tenderers are requested to fill/write all the columns and no columns should be left blank.

F. Totals calculated on the basis of estimated quantities and the rates quoted should also be indicated in the amount column of the Schedule.

G. Overwriting is not allowed and cuttings on the Tender should be avoided as far as possible and wherever corrections exist the same should be attested by the signatory.

H. Please note that “terms and conditions” accompanying the tender documents are for general guidance only and successful tender will have to sign an agreement with amendments if any considered necessary by the Hotel.

I. Earnest Money as prescribed has to be deposited by the tenderers failing which tender is liable for rejection.

J. Form "A" provided with the documents is to be filled up by the tenderer duly supported by documents as desired in Form "A".

K. As per the agreement required to be signed the management reserves the right to call upon the supplier to continue the supplies at the contractual rates for Three Months in Excess of the contract period. Similarly the hotel also reserves the right to defer the commencement of the supply period by Three Months.

L. The Security Deposit will have to be paid by the successful tenderers at the rate of 2.5% of the tendered value out of which 1% or Rs. 18,000.00 (Rupees Eighteen Thousand only) which ever is higher has to be paid in cash or through bank draft favouring payable at and the remaining in cash/bank draft or in the shale of irrevocable bank guarantee in favour of Hotel Ranchi Ashok,Ranchi valid for a period of 20(Twenty) months from the date of award of the contract.

M. There should not be any modification in the tender document which is downloaded from website. Bidders under Micro Small and Medium (MSME) development act 2006 are exempted from payment of tender form fee and EMD deposit on enclosing of the requisite certificate issued by authorities. The participating Micro, Small and Medium enterprises concern quoting the price within the band of L-1 + 15% may be allowed to supply up to 20% of total tender value (In case of more than such eligible MSME, the supply will be shared equally) provided the MSME matches the rates of L-1 party in a situation where the L-1 rates are quoted by company other than MSME

M. Management does not take the responsibility for postal delay.

CHECK LIST

The following documents must be submitted along with tender notification otherwise a same shall be summarily rejected. No more documents would be accepted and no permission shall be granted to alter/modify after expiry of the dead line for receipt of the same.

1. Copy of Registration certificate
2. Copy of Income Tax return last year
3. Copy of Pan Card
4. Earnest money deposit (EMD) in the form of DD / Cash Receipt
5. GST Registration Number (If applicable).
6. Relevant experience in Hotels/Institutions in past 03 (Three) proceeding years.

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 and conditions as detailed in the tender document.

Thanking you,
Yours Sincerely

Signature

Name and Designation
(Stamp)

RANCHI ASHOK BIHAR HOTEL CORPORATION LTD

UNIT : - HOTEL RANCHI ASHOK

DORANDA, RANCHI- 834002

TERMS AND CONDITIONS

1. Each tender shall be accompanied by a bank draft covering the amount of earnest money, as prescribed, in favour of General Manager, Hotel Ranchi Ashok, Ranchi payable at Ranchi. The earnest money of unsuccessful tenderers shall be refunded. In case of successful tenderer the same will be adjusted towards the security deposit. In case the tenderer refuses to accept the award or refuses to comply with any of the terms and conditions for the award of contract, the EMD shall be forfeited.
2. The supplier shall provide, furnish and deliver the supplies at the premises of Hotel Ranchi Ashok during the period of this contract, unless it is terminated earlier. The material of the nature and description specified in the tender form here to shall be taken as part of this contract, in such number and quantity as may from time to time be required for and on behalf of the Corporation at rates and prices agreed to.
- 3.a. The material shall be of the best quality and of the exact kind, quality and description demanded and if at any stage these are found unsuitable/sub-standard shall be liable to be rejected by the Hotel. The decision shall be final and binding on the Supplier.
 - b In case the material or any part thereof has been rejected the Unit shall not be required to assign or give any reason for such rejection and their decision shall be final. In case of any of the said material being rejected or not being rejected supplied as aforesaid, the unit shall be at liberty to purchase the same at the cost and expenses of the supplier and the supplier shall on demand, pay to the Hotel all such extra cost, charges and expenses as shall or may be incurred or sustained in procuring the same and/or the extra amount spent by unit on account of such purchases, shall be deducted from the security/running bills. In case of repeated defaults the unit reserves the right to terminate the contract and the supplier shall have no right to any compensation or damages in this regard.
 - c. As 100% inspection of the commodities is not possible or practicable at the time of supply, the supplier shall be responsible to accept back and replace all such material which are on inspection/opening/checking/actual use found unsuitable or below the standard required by the unit. In case of failure of the contractor to do so, the unit shall have the right to proceed in same manner as in the case of (b) above in respect of these rejected commodities as well.
 - d. The quantities shown in the 'Schedule' are only estimated requirements. The unit reserves the right to increase/decrease the quantities. No arrangement of any kind shall be entertained. The unit also reserves the right to place order on any item/items of the purchase order throughout the currency of the contract and the supplier shall not be entitled to claim any compensation or damages.

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

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

4. In the event of failure on the part of the 'Supplier' to supply the material, in accordance with the conditions entered herein the unit shall have the right to make alternative arrangement at the cost and risk of the supplier. The supplier shall reimburse the extra cost to the Hotel and in case of his failure to do so the unit shall have the right to recover the amount from the security deposit of the supplier any dues owed to the unit by the supplier. It should be clearly understood that the unit's right and the supplier's obligation for compensation is not limited to the extent of security deposit and/or the dues owed and the unit shall have the right to proceed against the supplier for the recovery of its claim in excess of the security deposit and/or the dues available with the unit. The unit has a right to withhold the Security Deposit and appropriate the same if need be until the dues of the supplier are fully settled.

5. In case of breach of any of the conditions stipulated herein the unit shall be at liberty to terminate contract with out prejudice to the right of the Corporation to claim damages on account of breaches thereof in the same manner as at (4) above.

6. The supplier shall not be directly concerned or in any way deal with the officers or other persons employed by or under the authority of the unit in making the supplies hereby contracted for, nor shall be suppliers 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 unit, money or gratuity, fee or reward for any matter or thing or any way relating to the performance of the contract.

7. The supplier shall not assign the present contract or in any manner allow any other person or persons to interfere in the Management or performance thereof, without the written permission of the unit.

8. a) The bills for the supplies as aforesaid may be preferred by supplier on the unit 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.

b) Any over 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 or thereafter remitted by the supplier. The amount so recovered will be refunded to the supplier. The unit shall have the right to recover the overcharges, from the security deposit as well.

9. The unit shall pay for such approved material as shall be supplied by the supplier and accepted by the said officer for and on behalf of the unit under or by virtue of these 'terms

and conditions' at the rates and prices which will be specified and contained in the Schedule after the tender has been approved.

10. In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 and The Arbitration & Conciliation Act 2015 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law-Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

A) Subject to clause 10 above COURTS alone will have the jurisdiction.

11. Such tender will be accompanied by the latest Income tax assessment order and the Income Tax Clearance Certificate. In case the Income of the tenderer is not taxable, an affidavit to this effect may be attached to the tender.

12. Tender from suppliers sound financial standing and capacity will only be considered.

13. No interest will be payable on Earnest Money/Security Deposit. Tenderers withdrawing before the announcement of successful tenderers shall be liable to have his earnest money forfeited.

14. An agreement (copy attached) is to be signed with the unit embodying all terms and conditions of the tender within one month of the receipt of acceptance letter from the unit. The cost of the stamp papers of appropriate value shall be borne by the supplier.

15. The Security Deposit shall be deposited within 10days of the receipt of acceptance letter from the unit. This amount to the extent not appropriated by the unit in the manner aforesaid, shall be refundable after due performance of the agreement or audit of accounts whichever is later.

16. In the event of agreement being extended, the Management reserves the right to call upon the supplier to continue the supplies for a further period of three months in excess of the contracted period at the rates of the immediately preceding month, provide such an extension is made before next year's tenders are accepted by the unit and communicated to the concerned supplier. Similarly, the Management reserves the right to defer the commencement of the supply period by three months.

17. The Unit/Corporation reserves the right to negotiate reduction in the rates or to reject any or all tenders without assigning any reasons.

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

- 'Corporation means 'Ranchi Ashok Bihar Hotel Corporation Limited'
- 'Supplier' means the successful tenderer to whom the contract is awarded.
- 'Officer' means the officer named by the Corporation or by the receiving hotel to receive and inspect the supplies.
- 'Chairman-cum-Managing Director' means the Chairman-cum-Managing Director of India Tourism Development Corporation Limited.

General Manager

PRE CONTRACT INTEGRITY PACT

This pre bid pre contract Agreement (hereinafter called the integrity Pact) is made onday of the month of2017, between, on one hand, the President of India acting through Shri,Designation of the officer, Ministry/Department, Government of India (hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First part and M/s..... represented by ShriChief Executive Officer (hereinafter called "Bidder/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHERE AS the BUYER proposes to procure (Name of the Stores/Equipment/item) and the bidder/Seller is willing to offer/has offered the stores and

WHERE AS the BIDDER in a private company/public company/Government undertaking/ Partnership expert agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Govt. of India/PSU performing its functions on behalf of the President of India

NOW THEREFORE: To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the agency of the contract to be entered with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows :

1. Commitments of the BUYER:

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediates, any bribe, consideration, gift reward, favour or any material or Immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceeding, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings delayed to the contract process. In

such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS:

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

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

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

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

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

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre contract negotiations or before signing the contract shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantages in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYERS, or alternatively if any relative of an officer of the BUYER or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term "Relative" for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression:

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

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

5. Earnest Money (Security Deposit)

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

i. Bank Draft in favour of-----

ii. A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever, and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

iii. Any other mode or through any other instrument (to be specified by the RFP)

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

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article, pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 The interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations:

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (Whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required.

i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However the proceedings with the other BIDDER(s) would continue.

ii. The Earnest Money Deposit (in pre contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending, Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores. Such outstanding payment could also be utilized recover the aforesaid sum and interest.
 - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDSER, in order to recover the payments, already made by the BUYER along with interest.
 - vi. To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - Vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - viii. To recover all sums paid in violation of this Pact by BIDDERS(S) to any middleman or agent or broker with a view to securing the contract.
 - ix. In cases where irrevocable letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - x. Forfeitures of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned to para 6.1(i) to (x) of this pact, also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause:

7.1 The BIDDERR undertakes that it has not supplied/is not supplying similar product/systems or sub systems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or subsystems was supplied by the BIDDER to any other Ministry/Department of the Govt. of India Or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER to the BUYER, if the contract has already been concluded.

8. Independent Monitors:

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

8.2 The task of the Monitors shall be to review Independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meeting.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub contractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an Impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meeting.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation:

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction:

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

11. Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity:

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one of several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

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

BIDDER
CHIEF EXECUTIVSE OFFICER

Witness

1. _____
2. _____

Witness

1. _____
2. _____

AGREEMENT

THIS AGREEMENT made this _____ day of _____ Two Thousand _____ between _____ (herein called the supplier (which team shall, unless excluded by or its repugnant to the context, be deemed to include his heirs, representations, successors and assigns) having its office at _____ of the one part and the India Tourism Development Corporation Ltd-herein after called the Purchaser (which team shall unless excluded by repugnant to the context be deemed to include its chairman, or Director, Vice Presidents, General Manager of the units, Officers or any of them specified by the Chairman in this behalf, & shall also include its successors and assigns)of the other party whereas the constituent Units of the Corporation wish to Purchase Mutton (khassi) for which tenders were invited. And whereas the Supplier has submitted the tender which has been accepted by the Purchaser.

Now it is hereby agreed between the parties as follows:-

1. The supply will commence fromand shall remain in force (unless terminated earlier as provided hereinafter) for the period up to..... The Corporation also reserves the right to terminate the contract any time and without assigning any reasons, by giving to the contractor one month's notice in writing of its intention to do so and the contractor shall not be entitled to any compensation by reasons of such earlier termination
2. The supplier shall be responsible for performing all or any of the services detailed in and arising out of the contract at all hours of the day & night without any additional remuneration or claim & without any demur when so directed by the purchaser or by any officer authorized in this behalf.
3. The Purchaser reserves the right to place the contract for supply simultaneously or at any time during this period with one or more suppliers. Mere mention of any articles or quantity does not by itself confer a right on the supplier and the supplier shall not have a claim to exclusively supply such an item.
4. The Supplier shall provide, furnish and deliver at the premises of Hotel Ranchi Ashok, Ranchi. During the period of this contract the articles of the nature and description specified in schedule 'A' hereto annexed and subject to the conditions contained in the said schedule which shall be taken as part of his contract, in such number quantity and specified quality as may from time to time be required for and on behalf of the corporation by any officer duly authorized in this behalf at the rates and prices mentioned in the said schedule.

- a) The articles shall be of the best quality, and of the exact kind, quality and description demanded and shall be liable to be rejected by the company or any officer authorized in this behalf by the purchaser to inspect and reject goods supplied by the party, if any, item is not up to the required standard.
- b) In case the said articles or any of them shall be so rejected, the said officer shall not be required to assign or give any reason for such rejection and the decision of the officer shall be final, conclusive and binding upon the purchaser. In case any of the said articles are rejected or not 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 and charges and expenses and interests as shall or may be incurred or sustained in procuring the same, the contractor shall be liable to pay in addition, to the Corporation a sum not exceeding Rs.30/- 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 shall be at liberty to retain the said sums from the amount of any bills that may or shall become due to the contractor or the amount of Security Deposit submitted by the supplier 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 at the earliest.
- 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.
5. 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 contract.
6. The Contractor shall deposit with the Purchaser an amount of Rs._____ AS Security Deposit. In the event of the supplier committing any breach of the terms and conditions of the agreement, the purchaser may without prejudice the other rights and remedies be entitled to forfeit the security deposit or any part thereof. In such an event the supplier shall pay in the same manner such additional sum immediately as he may be called upon by the purchaser to pay so that the security deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration of earlier determination of the contract, the Purchaser shall return the security deposit or part thereof which has not been forfeited as aforesaid to him, without interest

7. in case of breach of any of the conditions of this agreement and the terms and conditions of the contract which shall form part of this agreement, the Corporation shall be at liberty to terminate this contract forthwith without prejudice to the right of the Corporation to claim damages on account of antecedent breaches thereof.

8. The contractor shall not be directly concerned or in any way deal with the officers or other persons employed by or under the authority of the Corporation in making the supplies hereby contracted for, nor shall the 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.

9. 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.

10. The bills for the articles supplied as aforesaid may be preferred by the Contractor to the Corporation within a month from the date of actual delivery of the articles. Any other payment of the Contractor's bill 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 have the right to recover the overcharges from the security deposit as well. The bills shall be made on proper printed bill form serially numbered and not on letterheads

11. The corporation shall pay or cause to be paid for approved articles as shall be supplied by the Contractor and accepted by the officer for on behalf of the Corporation under or by virtue of this agreement at the rates and prices for particulars specified and contained in the schedule 'A' hereto annexed. In case there is any rise of prices in the market, the contractor will under no circumstances charge higher rates than the contracted rates.

12. In the event of a dispute arising between the contractor and Corporation during the currency of the contract or after the conclusion thereof , the sane shall be referred to the sole Arbitration of the Chairman cum Managing Director or any Officer appointed by him and the decision given by him shall be final and legally binding on the party and there will be no objection to this effect that the officer who has been appointed by the Chairman cum Managing Director is an employee of the Corporation or that in course of his dealing with official natters he has expressed any opinion on this subject.

13. The Contractor/Supplier will be bound to supply the contracted items for the month in excess of contract year on the contract rates if required by the above officer to do so.

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14. 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 the performance of the contract or audit of accounts whichever is later.

15. The Contractor shall effect the supplies before 1.00 pm every day. Corporation reserves the right to refuse supplies brought after 1.pm and will be free to make purchase at supplier's risk and cost.

16. In the vent of contract being extended, the Management reserves the right to call upon the contractors to continue the supplies for three months in excess of the contracted period at the rates of the immediately proceeding month provides such an extension is made before the next year's tenders are accepted by the Corporation and communicated to the concerned contractors. Similarly, the management reserves the right to defer this commencement of the supply period by one month

17. Subject to Clause 12 COURTS alone will have jurisdiction. Cost of stamp paper shall be borne by the Contractor above.

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

IN PRESENCE OF

1. _____

2. _____

Signed and delivered by the
Above named Contractor/Supplier

IN WITNESS OF

1. _____

2. _____

Signed and delivered by
General Manager

REGISTRATATION FORM

Tender for _____

01. Name and Address of the firm: _____

2. Name of the Proprietor/Partner: _____

3. Father's/Husband's Name: _____

4. Age: _____

5. Telephone No: Office _____ Shop _____ Residence _____

6. Name of the Banker with full Address and Account No. _____

7. Status of the firm. Sole Proprietorship/
Partnership concern (please state whether
Registered/unregistered) with supporting
Documents such as Partnership deed etc., _____

8. previous experience in the same trade
With names of Hotels/Institutions
Served with supporting documents
(Xerox copies must be attached) _____

9. Last assessment of Income Tax and
Clearance Certificate (Photostat
Copies must be attached) _____

10. Income Tax Permanent Account No:
(Photostat Copy must be attached) _____

11. Whether registered under concerned act for which
Tender is being submitted Yes/No
If registered give Regn.Number and also enclose
Copy of Registration: _____ : GST

12. Means of transport kept (Xerox
Copies of Regn.Certificate to be
Enclosed) _____

13. Earnest Money Deposit of Rs. _____ paid vide receipt No. _____
_____ Dt. _____ or Demand Draft No. _____ Dt. _____
On _____ Bank enclosed.

14. Address and Telephone No. Where
the orders should be placed: _____

15. Expectations if any: _____

Date: _____

(Contractors Signature with Seal)

SCHEDULE-1

RANCHI ASHOK BIHAR HOTEL CORPORATION LTD
UNIT ; HOTEL RANCHI ASHOK.
Doranda Ranchi -834002

SCHEDULE OF MUTTON KHASSI

Sl.No.	Particulars	Approx/ Annual Qty.	Unit	Rate		Total Value	
				Rs.	Ps.	Rs.	Ps.
1	MUTTON KHASSI Fresh and tender duly cleaned, dressed, free from water & excessive Fat, without lever, kidney, heart, lung etc. and without Head Skin and Offals (carcass should be 8-10 Kg., not more than 10 Kg.)	500	KG				
	GRAND TOTAL		Rs.				

Amount in words _____

Note: Quality of Mutton (Khassi).

- a) They should be within the weight limits.
- a) The inside should cleaned completely.
- b) There should be no fat and signs of blood clots.
- c) Skin should not have patches and should be moist.
- d) Should not be supplied in a frozen condition.
- e) On a random check, if there is water content, there can be a deduction in weight for the entire supply by approximately 5% of the total supply.
- f) Mutton (Khassi) should be completely cleaned as per specification/and should not have outer skin.

Date:

Seal & Signature of
Contractor.

Place:

