

NOTICE INVITING TENDER (NIT)
SUMMARY SHEET/SILENT FEATUR OF THE TENDER

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| 1. | Title of Tender | Annual rate contract for the Supply of PACKAGED DRINKING WATER |
| 2. | Availability of Tender Documents | From 22.08.22 to 12.09.2022 can be downloaded only from website http://eprocure.gov.in/epublish/app or through a link- Tenders > E-procurement on Company's website www.itdc.co.in & www.hotelkalingaashok.com |
| 3. | Product Category | PACKAGED DRINKING WATER |
| 4. | Type of bidding | Two bids (Technical Bid and Financial Bid) |
| 5. | Tender Value | Rs. 1,78,000/- Approx. |
| 6. | EMD Value | Rs. 3560/- In the form of NEFT/RTGS |
| 7. | Tender announcement Date | 22.08.22 |
| 8. | Last date for submission queries | 12.09.2022 Upto 1400 hrs |
| 9. | Pre-Bid clarification start & end date & time | 26.08.2022 14.00 to 16.00 Hrs |
| 10. | Last Date & Place of Submission of Bids | 12.09.2022 Upto 1400 hrs. , in the Tender Box at the time office of Hotel Kalinga Ashok, Bhubaneswar. |
| 11. | Date & Place of opening of Technical Bids | 12.09.2022 At 1500 hrs. |
| 12. | Pre qualification | As per enclosed Eligibility Criteria |
| 13. | Validity of offers | 120 days from the date of opening of technical bids. |
| 14. | Details of the contact person for inspection of site/clarification, if any. | General Manager |
| 15. | Contact Person | AM(E&M)/I/C(MMD) Hotel Kalinga Ashok, Gautam Nagar Kalpana Square, Bhubaneswar-751014 E mail:-hotelkalingaashok@gmail.com |

The tender document has been compared with the above-mentioned softcopy and found to be same.

SECTION-A

TENDER NOTICE

Sealed tenders are invited from Reputed and experienced /licensed suppliers to Supply of **PACKAGED DRINKING WATER** as per specifications given in the tender documents .The tender should be submitted in the prescribed two tiers format i.e. **Techno Commercial Bid & Financial Bid**. All the detailed terms and conditions are given in the tender documents.

The tender documents can be downloaded from Company's website – <http://eprocure.gov.in/epublish/app>, www.ildc.co.in & www.hotelkalingaashok.com.

The **Techno-Commercial Bid** should be submitted along with the required E.M.D, required relevant documents and duly filled form-A in a sealed envelope super scribed “Techno Commercial Bid” and “Financial Bid “(Annexure ‘A’) in separately sealed envelopes. Both the sealed envelopes namely – ‘Techno- commercial Bid and ‘Financial Bid should be enclosed in a larger envelope super-scribed as **‘Tender for supply of PACKAGED DRINKING WATER** addressed to the General Manager, Hotel Kalinga Ashok, Bhubaneswar and should be dropped in the tender box located at time office of Hotel kalinga Ashok, Bhubaneswar by **1400 hrs on 12.09.2022**.

An **E.M.D** (refundable without interest) in form of NEFT/RTGS in favour of ‘Hotel kalinga Ashok’ Bhubaneswar should be submitted along with the Techno-Commercial Bid. Incomplete / conditional offer or tender without EMD and tender form fees will be rejected out rightly. The technical bids will be opened on the same day i.e **12.09.2022** at 15:00 hrs in presence of intending tenderer. The tenderers are requested to please go through the tender documents and inspect our Hotel site before submitting the tender. The Management reserves the right to accept/reject any or all bid in part or all without assigning any reason thereof.

The rates quoted should be **“NET RATES”** the rates should be given in figures and if possible in words also .No reference to existing or previous rates should be made. Conditional tenders containing alternative proposals/ rates are liable to be rejected. 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.

Thanking you,
Yours faithfully,
For Hotel Kalinga Ashok,
I/C (MM&D)

SECTION-B

IMPORTANT INSTRUCTION FOR THE TENDRERS

1. The tenderers should carefully read the clauses here under, before submitting their tender. Clarifications, if any, may be sought prior to submission of tenderers. No request for clarifications will be entertained once the tender is submitted.
2. Tenders (Two Bid System), the Technical and Financial should be completed in all respects and submitted separately in sealed envelopes and both the sealed envelopes should be submitted in larger envelope super scribed as "Tender for _____"
3. Tenders should not accompany or follow any requests for negotiations from Tenderers.
4. The rates quoted should be "NET RATES" the rates should be given in figures and if possible in words also .No reference to existing or previous rates should be made. Conditional tenders containing alternative proposals/ rates are liable to be rejected. 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. No rates column should be left blank otherwise the highest rate quoted by any other tenderer for items 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 these items not quoted. Tenderers are requested to fill/write all the columns and no column should be left blank.
6. Total calculated on the basis of estimated quantities and the rates quoted should also be indicated in 'Amount' column of the schedule. Overwriting is not allowed and cutting on the tenders should be avoided as far as possible and wherever correction exists, the signatory should attest the same.
7. 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 Corporation.
8. Tenderers have the option to quote any one, more or all the Hotels but the Corporation has the sole discretion to award the contract in any manner.

9. Form 'A' provided with the documents is to be filled up by the tenderer duly supported by documents as desired in Form 'A'.
10. 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 Corporation also reserves the right to defer the commencement of the supply period by three months.
11. Hotel Kalinga Ashok does not take the responsibility for postal delay. Delivery of material shall be FOR Hotel Kalinga Ashok, Bhubaneswar.
12. The evaluation of Financial Bid (L-1) shall be carried out on the basis of rates calculation of all Items in totality.
13. 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 supplier /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 Earnest Money Deposit(EMD) and 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”

14. Conditional tender and tender not accompanied with requisite amount of Earnest Money will be summarily rejected and no correspondence in this regard shall be entertained.
15. Samples for the quoted items have to be submitted whenever asked for along with the Technical Bid on the mentioned date and time or else the tender is liable for rejection.

(Signature of the Tenderer)

SECTION-C

TERMS AND CONDITIONS FOR CONTRACT

1. Sealed Tender for Annual Rate contract for Supply of **PACKAGED DRINKING WATER** at Hotel Kalinga Ashok, Bhubaneswar in prescribed format are invited from reputed firms/agencies/Suppliers.
2. **E.M.D- Earnest Money Deposit of Rs. 3560/- (Refundable without Interest)** in form electronically through NEFT/RTGS payment in the account of 'India Tourism Development Corporation Ltd. 'Hotel Kalinga Ashok' Bhubaneswar should be submitted along with the Techno-Commercial Bid. No interest will be payable on EMD. The earnest money is refundable to the unsuccessful bidders on finalization of the contract and for successful tenderers may be adjustable in the Security Deposit. Tender without earnest money shall be summarily rejected.

BANK Details for EMD Payment through NEFT/RTGS:

- **Name – Punjab National Bank**
 - **Branch Name – Hotel Kalinga Ashok**
 - **IFSC Code – PUNB0150520**
 - **Bank Account Number – 1505050010001**
3. **Security Deposit-** A security deposit @ 10% of the total tender value in the form of irrevocable bank guarantee in favour of Hotel Kalinga Ashok, Bhubaneswar valid for a period of **12 months** from the date of award of the contract (No interest will be paid on security deposit) will have to be paid/ deposited by successful tenderers. Or The EMD Amount which was submitted at the time of applying of the tender can be adjustable in the form of security deposit only for successful tenderers and the remaining amount of the total security deposit has to be paid either in Cash/Demand draft in favour of Hotel Kalinga Ashok, Bhubaneswar within 10 days of the receipt of acceptance letter from the hotel management/ Corporation.
 4. The Rate should be inclusive of all charges and F.O.R Hotel Kalinga Ashok, Bhubaneswar. GST Should be separately mentioned in the Financial Bid. The Tenderer should confirm with Cosmetic license regarding quality of materials, supplier will be responsible to maintain the same and we reserve right to get the materials analyzed from any reputed laboratory and test report of quoted products should be uploaded.
 5. **Micro & Small Enterprise(MSME)-** are exempted from payment of tender document fees and EMD deposit for which they needs to deposit attested copies of relevant certificates and documents. The participating Micro and small enterprises concern quoting the price within the band of L-1 + 15% may be allowed to supply a up to 20% of the total tendered value (In case of more than one such eligible MSE, the supply will be shared equally) provided the MSE matches the rates of L-1 party in a situation where the L-1 rates are quoted by company other than MSE's.

6. The sealed tender complete in all respects be put in the tender box located at security time office of Hotel by 2.00 P.M on 12.09.2022 . The technical bids will be opened on the same day at **03 PM** in presence of intending tenderers. The tender shall be accompanied with all required documents, Earnest deposit money, in form of crossed bank demand draft issued in favour of 'Hotel Kalinga Ashok' Bhubaneswar payable at Bhubaneswar from any Nationalized Bank as per NIT.
7. All future **Corrigendum's, addendums, amendments, extensions of bid submission date with regard to this Bid, if any, shall be published only at** website <http://eprocure.gov.in/epublish/app>, www.itdc.co.in & www.hotelkalingaashok.com and not through press advertisement. All the bidders are requested to look at the said websites for this purpose regularly.
8. (A) The material shall be of the best quality and as per specification demanded .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. We also reserve the right to split the contractual quantity with one or more suppliers or maintain a parallel contract or reject the bids without assigning any reason thereof.

(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 management 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 supplier 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.

9. 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.
10. In case of breach of any of the conditions stipulated herein the unit shall be at liberty to terminate contract without prejudice to the right of the Corporation to claim damages on account of breaches thereof in the same manner as at (9) above.
11. 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 the 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.
12. 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 management.
13. (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 Suppliers bills for the supplies made under these terms and conditions shall be recovered from the suppliers 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.
14. 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.

15. In event of dispute arising between supplier and the unit during the currency of the contract or after conclusion thereof the same shall be referred to the sole arbitration of the General Manager of the unit or the officer appointed by him whose decision shall be final and legally binding on the parties and there will be no objection to this effect that the officer who has been appointed by the General Manager an employee of the corporation.
(A) Subject to clause 15 above COURTS alone will have the jurisdiction.
16. 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.
17. Tender from suppliers sound financial standing and capacity will only be considered.
18. 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.
19. All the tenderers have to enter into a pre contract integrity pact and signed copy has to be submitted along with technical bid.
20. The successful AGENCY shall execute the Agreement with HOTEL KALINGA ASHOK, BHUBANESWAR positively within **15 days (fifteen days)** of award of the Contract, failing which his tender/contract shall be liable for cancellation. It is made clear that the General Terms & Conditions, Technical Bid, Scope of Work, Financial Bid etc. attached with the Tender Documents are deemed to form an integral part of the contract.
21. In the event of contract being extended, the management reserves the right to call upon the suppliers to continue the supplies for **three month** in excess of the contract period at the rates of the immediately preceding month provided such an extension is made before next year's tenders are accepted by the Corporation and communicated to the concerned suppliers .Similarly, the management reserves the right to defer the commencement of the supply period by three month.
22. **The management reserves the right to negotiate reduction in the rates or to reject any or all tenders without assigning any reasons thereof. The management is not bound to accept the L-1 Rates.**
23. The corporation reserves the right to negotiate reduction in the rates or to reject any or all tenders without assigning any reasons thereof.
24. In event of the delayed payment due to administration reason the suppliers will have no legitimate claim for any kind of compensation.
25. The following terms used in the foregoing paragraphs shall have the meaning given against each:
 - **Corporation** 'means the India Tourism Development Corporation' Unit:-HOTEL KALINGA ASHOK,BHUBANESWAR.
 - **Supplier/supplier** means the successful tendered to whom the contract is awarded.
 - **Officer' Officers** of the Unit/Corporation or Officer mean the **Officer named by the unit/Corporation or by the receiving hotel to inspect the supplies.**
 - **Chairman–Cum-Managing Director** 'means the Chairman-cum-Managing Director of India Tourism Development Corporation Limited.

(Signature of the tendere

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))

{Note to Bidder: “Do Not Insert this blue colour para in the Integrity pact”

All pages of the **INTEGRITY PACT** shall be initialed by the same authorized representative of the firm/agencies who signs the tender. The bidder will mentioned the date and other relevant details as per tender document. A scanned copy of the integrity pact signed by the authorized signatory/partners/consortium members is to be uploaded along with the Techno-commercial bid and the original document is to be submitted to the office the tender inviting authority as detailed in the NIT document on or before the due date/ extended due date of submission of bids. Kindly mention the tender details on the envelope.}

This Integrity Pact (hereinafter referred to as the Agreement) is made on this___ day of the month_____ of Year 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

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 hereof 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:-
 - 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, take 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 equality 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 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 Bidder(s)/Contractor(s)

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

1. The bidder(s)/Contractors(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 Purposes 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)/contractor(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.

In a tender, either the Indian Agent on behalf of the Principal/OEM or the Principal/OEM itself can bid but 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 bid, 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 from 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 Contract, 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 transgressions 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.

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 constitutes corruption, or if the Principal has substantive Suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section8: 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

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| Names and contract details of the two Independent External Monitors (IEM"s) appointed by ITDC | |
| <ul style="list-style-type: none"> • The Role the Independent External Monitors (IEM"s is detailed at Sr. No. 8 in the Integrity Pact annexed to the tender document. • 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. • 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. | |
| Smt. Meenakshi Mishra IAS (Retd.) Email: pcmishra@hotmail.com | Shri M.Akhaya IPS(Retd.) Email: akhaya61@gmail.com |

2. The Monitor is not subject to instructions by the representatives of the parties and performs 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 C&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-contractors(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 C&MD (ITDC) and recuse 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 C&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.
8. If the Monitor has reported to the C&MD, ITDC, a substantiated suspicion of an offence under relevant IPC/PC Act, and the C&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 contract 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 C&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 notices 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.

(For & on behalf of the Principal)

(For & on behalf of the Bidder)

(Office Seal)

(OfficeSeal)

Place:_____

Date:_____

Witness-1

Signature:

Name:

Address

Witness-2

Signature:

Name:

Address:

SECTION-E

DRAFT AGREEMENT

[Non-judicial stamp paper of `100/-]

This Agreement made at _____ on this the _____ day of _____ between HOTEL KALINGA ASHOK, BHUBANESWAR (A UNIT OF ITDC) having their Registered Office at Scope Complex, Core-8, Lodhi Road, New Delhi through its General Manager (hereinafter referred to as the Company)

M/S _____ represented through _____ having their office at _____ (hereinafter referred to as the supplier (whose Tender has been invited for providing _____) which expression unless excluded by or its repugnant to the context, be deemed to include his heirs ,executors, representatives, administrators and assigns) of the other part for providing _____ at the Hotel premises,

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 here in after) from the period up to -----The Corporation also reserve the right to terminate the contract any time and without assigning any reasons, by given to the supplier one month's notice in writing of its intention to do so and the supplier shall not be entitled to any compensation by reason 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 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 or placing the contract simultaneously or any time during this period with one or more supplier as it may think fit, the more mention of any articles or quantity does not, by itself confer a right on the supplier to demand that the supply of all or of any item thereof should necessarily be exclusively entrusted to him.
4. The supplier shall provided furnish and deliver at the premises of Hotel Kalinga Ashok, Bhubaneswar during the period of this contract commencing from -----and termination on -----the articles of the nature and description specified in schedule 'A' her to 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 "B"

- (a) 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 decision shall be final conclusive and binding upon the supplier,
 - (b) 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 supplier and the supplier shall upon demand pay to the corporation all such costs, charges and expenses.
 - (c) The supplier will maintain proper date-wise record and all indents placed on him by the Hotel for effecting supplied .If telephone indents are placed at any time by the Hotel .The supplier 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 such item.
5. No guarantee can be given by the supplier as to the definite volume of supply, which the supplier will be required to supply at any time throughout the period of the contract.
 6. The supplier shall deposit with the corporation, security for an amount of Rs.....as security deposit, for the due performance, of this contract. In the event of failure on the terms and conditions of this agreement, the said deposit shall be forfeited to the corporation. To achieve this effect the corporation can enforce the bank guarantee and appropriate the security deposit also so forfeited in discharge of the above said liability of the contract.
 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 supplier 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 supplier 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 supplier 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 said may be preferred by the supplier to the corporation within a month from the date of actual delivery of the articles. Any other payment of the suppliers bills for the supplies made under these terms and conditions shall be recovered from the suppliers from his bills subsequently submitted for payment and if such over payments or any portion thereof is thereafter remitted by the supplier, 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.
11. The corporation shall pay to cause to be paid for approved articles as shall be supplied by the supplier and accepted by the officer for an on behalf of the corporation under or by virtue of this agreement at the rates and prices more particularly specified and contained in the schedule 'A' here to annexed. In case there is any rise of prices in the market the supplier will under no circumstances charge higher rates than the supplier rates.
12. In the event of a dispute arising between the supplier and corporation during the currency of the contract, or after the conclusion there of the same shall be referred to the solo arbitration of the General Manager of the Unit or any officer appointed by him and the decision given by the General Manager or the officer appointed by him shall be final and legally bigly binding on the parties and there will be no objection to this effect that the officer who has been appointed by the General Manager an employee of the corporation.
13. The supplier will be bound to supply the contracted items for the month in excess of contract rates if required by the above officer to do so.
14. The security amount shall be deposited within ten working days of the receipt of acceptance letter from the corporation. The corporation shall retain this amount and shall be Refundable to the extent not appropriated or adjusted by the corp. In terms of this agreement after due performance of the contract or audit of accounts whichever is letter.
15. The supplier shall affect the supplies before 05 pm. every day. Corporation reserves the right to refuse supplies brought after 05 pm. And will be free to make purchases at his risk and cost. Only in case of emergency/exigency the supply will be received after 5 PM.
16. In the event of contract being extended, the Management reserve the right to call upon the suppliers to continue the supplies for three months in excess of the contracted period at the rates of the

immediately preceding month, provided such an extension is made before next year's tenders are accepted by the corporation and Communicated to the concerned suppliers, similarly the Management reserves the right to defer the commencement of the supply period by one month.

17. Subject to above clause Bhubaneswar Courts along will have Jurisdiction. Cost of stamp paper shall be borne by the supplier.

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

In presence of

1.-----

Signed and delivered by the above named supplier.

2.-----

In witness of

1.-----

Signed and delivered by General Manager ,Hotel Kalinga
Ashok Bhubaneswar ,Goutam Nagar, Bhubaneswar-751014

2. ----- .

SECTION-F

CHECK LIST

The Following Documents must be submitted along with Form "A" (Techno Commercial Bid) duly attested by suppliers. No more documents would be accepted and no permission shall be granted to alter or modify the bids after expiry of the deadline for receipt of the bids.

- 1. Experience certificate in the same Trade with Name of the Hotel/Institutions served in the last 2 Years. (Photocopy of work Order/Contract Letter/Completion/Experience certificate)**
- 2. Details of the office address along with the details in your letter head.**
- 3. Photocopy of last 2 FY 2019-20, 2020-21 Income Tax Return (Self attested).**
- 4. Photocopy of PAN card (Self attested).**
- 5. The EMD in the form of NEFT/RTGS (enclose UTR/Receipt no.)**
- 7. Copy of Municipality trade license/License for pest control services (Self attested).**
- 8. Copy of GST registration certificate/TIN NO if applicable (Self attested).**
- 9. Self attested copy of MSME Certificate (if applicable)**

I/we have read and understood various forms and documents and am/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 of the Firm:-

Rubber Stamp

COVERING LETTER BY THE TENDERER
(ON THE LETTER HEAD OF THE TENDERER IF POSSIBLE)

To,

The General Manager
Hotel Kalinga Ashok
Goutam Nagar, Kalpana Square
Bhubaneswar-751014

Sub: - Tender for -----{2022-2023}

Dear Sir,

I / we have read and understood the various forms and documents and am/are submitting tender, complete in all respects. I / we agree to the terms and conditions, as detailed in the tender documents. In case any violation in the documents submitted at any stage, we shall be entirely responsible and liable for any action as deemed fit under the law.

Thanking You

Yours Faithfully

Signature -----

Name and Address of the-----

Firm with Rubber Stamp -----

Telephone No. (O)-----

(R)-----

(M) -----

TECHNO COMMERCIAL BID

| Sl.No | Particulars | |
|-------|---|--|
| 1. | Name of the Firm | |
| 2. | Address of the Firm | |
| 3. | Name of the Banker with Address & Account No., IFSC Code, RTGS/NEFT details | |
| 4. | Contact No. | |
| 5. | <p style="text-align: center;">Status of the Firm-</p> <ul style="list-style-type: none">• Sole Proprietor (Please Indicate name of Sole Proprietor)• Partnership <p>Please state whether</p> <ul style="list-style-type: none">• Registered/unregistered• Cooperative Society/Private Ltd/Public Limited Co. <p>Supporting Documents such as</p> <ul style="list-style-type: none">• Partnership Deed,• Memorandum and Articles of Association /Shops & Establishment Act• Registration No. /Municipal License <p>Photocopies of the above Documents must be enclosed</p> | |
| 6. | <p>In case of sole proprietary Concern please indicate name of the sole proprietor-</p> <ul style="list-style-type: none">• Name of applicant-• Father/husband name –• Age-----Religion-----• Address with phone No- | |
| 7. | STATUS OF THE SIGNATORY OF This application in case of Hindu Undividable Family Business /Partnership/ Limited | |
| 8. | Whether Trader/manufacture/Agents | |
| 9. | Previous Experience in the same trade with names of Hotels/Institutions served (Photostat Copies of Purchase Order/Contract Letter must be attached) | |
| 10. | Last 2 year Income Tax Return (2019-20 & 2020-21) (self attested Photostat Copy must be attached) | |

| | | |
|-----|---|--|
| 11. | Income Tax permanent Account No.(PAN)Self Attested Photostat copy must be enclosed | |
| 12. | Earnest money of Rs. -----paid NEFT/RTGS No. ----- Dt.----- --- Bank----- | |
| 13. | Whether tendered for all items | |
| 14. | Exception, if any | |
| 15. | Address and Telephone No. where & whom the order will be placed | |
| 16. | GST NO (Photostat copy attached) | |
| 17. | Govt. Registration No./FSSAI Certificate/Municipal certificate if applicable(Self Attested Photo Copy Enclosed) | |
| 18. | Under MSME ACT exempted from payment of EMD please enclose a copy of relevant certificate. | |

Note: -

| <u>S.NO</u> | <u>APPROX QTY REQD</u> | <u>BRAND QUOTED/ BTL CONTENT / CASE VOLUME</u> | <u>BRAND AND PACKING DETAILS</u> | <u>ANY OTHER TECHNICAL SPECIFICATION</u> |
|-------------|---|--|--|--|
| 1 | PACKAGED DRINKING WATER 1000 ML WATERPACKED IN CLEAN, TRANSPARENT AND HERMETICALLY SEALED PET BOTTLES OF FOOD GRADE, ISI MARKED | 900 CASES X 12 BTLS EACH CASE= 10800 BTLS | BRAND:----- BOTTLE CONTENT=----- ML 1 CASE=----- BOTTLES | |
| 2 | PACKAGED DRINKING WATER 500 ML WATERPACKED IN CLEAN, TRANSPARENT AND HERMETICALLY SEALED PET BOTTLES OF FOOD GRADE, ISI MARKED | 1 CASES X 24 BTLS EACH CASE =24 BTLS | BRAND:----- BOTTLE CONTENT=----- ML 1 CASE=----- BOTTLES | |
| 3 | PACKAGED DRINKING WATER 200 ML | 250 cases x 40 btls each case = 10000 Btls | BRAND _____ Bottle Content 1 Case Bottles | |

- The above items will be required on 'as and when reqd. basis' and FOR basis. The quantities are approximate and may vary as per actual consumption.
- The Packaged drinking water should conform to the Food safety guidelines /standards in force.
- The rates quoted will remain firm for the period of contract.
- In case of quality rejections the rejected material shall be replaced as free of cost at supplier's expense.

(SIGNATURES OF PARTY

WITH OFFICIAL SEAL)

1. In the case of sole proprietary concern, the name of the sole proprietor, father / husband's name, religion, age, residence and office phone number are to be indicated.
2. In case of a partnership concern, the Photostat copy of the partnership agreement, if any, is to be annexed. The partnership agreement should state specifically that a particular partner or partners are authorized to refer the matter for arbitration of. If it is a registered partnership firm, registration number and a Photostat copy of the certificate granted by the registrar of firms are to be enclosed.
3. In case of Hindu Undivided Family Firm, an income tax registration certificate is to be annexed, in addition to the above.
4. In the case of limited company, private or public, printed copies of Memorandum and Articles of Association are to be proved to the satisfaction of the corporation by annexing the necessary Photostat copy of the resolution of the board of directors.
5. In all the above mention cases. Regarding their goods registered under the Trade and Merchandise Act, Patent Act etc, a reference to the registration number and a self Attested Photostat copy of the registration certificate is to be annexed.
6. In case of authorized agent, valid letter, if authorization & also indicate after sale – service facilities.

(Signature of the tenderer & designation of the signatory status and office seal.)

SECTION-G

FINANCIAL- BIDANNUAL RATE CONTRACT FOR SUPPLY OF PACKAGED DRINKING WATER IN HOTEL KALINGA
ASHOK, BHUBANESWAR

| Sl.No | ITEM | QUANTITY | BRAND QUOTED | RATE QUOTED PER CASE |
|-------|--|--|-----------------|---|
| 1 | Packaged Drinking Water 1000 ml water packaged in clean, Transparent and hermetically sealed pet bottles of food grade, ISI marked. | 900 cases x 12 Btl each case = 10800 Btl | <hr/> Make | Rs. ----- Per Case. (1Case = _____ Btl) |
| 2 | Packaged Drinking Water 500 ml water packaged in clean, Transparent and hermetically sealed pet bottles of food grade, ISI marked. | 1 cases x 24 Btl each case = 24 Btl | <hr/> Make | Rs. ----- Per Case. (1Case = _____ Btl) |
| 3 | Packaged Drinking Water 200 ml water packaged in clean, Transparent and hermetically sealed pet bottles of food grade, ISI marked. | 250 cases x 40 Btl each case = 10000 Btl | <hr/> Make | Rs. ----- Per Case. (1Case = _____ Btl) |

Other Terms and Conditions:-

*GSTIN _____

*Cartage-

NIL (FOR HOTEL)

Validity of offer -

120 days.

*Payment Terms -

30 Days credit.

*All other terms and conditions

(SIGNATURES OF PARTY WITH SEAL)

EMD REFUND FORM

Name of the tender applied for: _____ Date: _____

Details of the bidder

Name of the firm: _____

Address: _____

Name of the Authorized Signatory: _____

Contact No.: _____

Email id: _____

Details of EMD submitted:

Cash Deposited: Rs. _____ With: _____

Receipt No.: _____ Date : _____

Pay Order/DD No: _____ Dated: _____ Drawn on: _____

I case of payment through RTGS please provide the

Bank transaction reference number: _____

In case of payment through NEFT please provide the UTR

Number: _____

In case of bidding through E-proc website please provide the

OPGR No: _____

Particulars for online refund (please attached scanned copy of cheque)

Name of Bank: _____

Branch Name & Address: _____

IFSC code: _____

Account No.: _____ Account Type: _____

I hereby declare that the particulars given above are correct and complete and accord our consent for receiving EMD without claiming any interest.

Signature of the authorized signatory

Name: _____

Designation: _____

Official Seal