

**INDIA TOURISM DEVELOPMENT CORPORATION LTD.  
UNIT: HOTEL KALINGA ASHOK  
NOTICE INVITING TENDER  
PROVIDING CAR SERVICES AT HOTEL KAINGA ASHOK  
TENDER DOCUMENT**

Ref: HKA/FO/E-tender/Vech/19-20

**Hotel Kalinga Ashok, Bhubaneswar** a unit of "India Tourism Development Corporation Ltd." under Government of India Undertaking, invites 'e-Tender' for hiring of car service invited from Tours & Travel operators, Individual car owner for hiring of one **AC Indica/Indigo car (Make Tata)/Maruti Swift/Volkswagon Polo/Toyota Etios Liva/Toyota Innova/Ford Figo** at Hotel Kalinga Ashok models registered in 2016 or later from reputed agencies fulfilling the criteria laid down in Techno-commercial bid as mentioned further. The scope of work and terms and conditions are given in following pages. The format for Financial Bid is at Annexure-3(a)& 3(b)

The e-bids are invited in two parts – 'Techno- commercial Bid' giving details in the format as per Annexure-2 and the 'Financial Bid' in the format at Annexure-3.

The schedule given in **CRITICAL DATE SHEET** as under:-

<b>Tender Fee</b>	<b>NIL</b>
<b>Estimated Tender Value</b>	<b>Rs. 2,77,200.00 plus taxes if any</b>
<b>Earnest Money Deposit</b>	<b>Rs. 5540.00</b>
<b>Tender announcement/submission start date</b>	<b>19/08/2019</b>
<b>Pre bid meeting date &amp; venue</b>	<b>24/08/2019 12:00-14:00pm Hotel Kalinga Ashok Bhubaneswar</b>
<b>Last Date and Time of submission</b>	<b>15:00 hrs date 10/09/2019</b>
<b>Place of submission of Tender</b>	<b>E-Tender</b>
<b>Date and Time of Opening of Tender (Techno- Commercial Bid)</b>	<b>1500 Hrs on 11/09/2019</b>
<b>Place of Opening of Tender</b>	<b>Electronically</b>
<b>Contact Person</b>	<b>Contact person: Ashwini Sharma AM(HO)/In charge (F.O), Hotel Kalinga Ashok, Bhubaneswar. 0674-2431055/56, Mob-9438246570</b>

The tenders are required to be submitted online in two bid system (Techno-Commercial bid and financial bid) in the prescribed format. The tenders can be applied from the website <https://etenders.gov.in/eprocure/app> or through a link- Tenders > E-procurement on website [www.theashokgroup.com](http://www.theashokgroup.com). The **EMD of Rs. 5540/-** in words (Five thousand Five hundred forty only)(Refundable without interest to unsuccessful parties on finalization of the contract) which is to be deposited electronically through NEFT/RTGS payment in the account of 'India Tourism Development Corporation Ltd.' at the below mentioned details.

BANK Details for EMD Payment through NEFT/RTGS:

- Name – United Bank of India
- Branch Name – Hotel Kalinga Ashok
- IFSC Code – UTBI0HKAK34
- Bank Account Number – 1505050010001

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

The scope of work and terms and conditions are given in following pages. The format for financial Bid is at Annexure-3(a) & (b).

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

**Bid Submission:-**

- Bids shall be submitted online only at CPPP website:- <https://etenders.gov.in/eprocure/app>.
- Bidders are advised to follow the instructions "Instructions To Bidder for Online Bid Submission" provided in the **Annexure 'A'** for online submission of bids.
- Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- Intending tenderers are advised to visit the I.T.D.C. website:- [www.theashokgroup.com](http://www.theashokgroup.com) and <https://etenders.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment. The quoted item should strictly comply with our requirement given in the tender document. **Incomplete/conditional** offer or tender **without EMD** will be rejected out rightly. The tender completed in all respect must be applied online before the last date and time of tender submission. The Techno Commercial Bid will be opened on the scheduled date and time of opening online bids. Financial Bids of only technically qualified tenders shall be opened at a later date which will be intimated to only technically qualified bidders. The Management reserves the right to accept/reject any or all bids in part or all without assigning any reason thereof.

## Annexure 'A'

### **INSTRUCTIONS FOR SUBMITTING E- TENDERS**

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

#### **REGISTRATION**

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

#### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

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

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

### **PREPARATION OF BIDS**

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

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

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

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

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

### **SUBMISSION OF BIDS**

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The EMD

amount should be deposited latest by the last date of bid submission. The details of the details of UTR should be uploaded online along with the technical bid. In case the EMD has not been deposited the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

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

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

### **ASSISTANCE TO BIDDERS**

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

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

12) For further instructions on the e-submission of the bids interested bidders may refer the website link given below: <https://etenders.gov.in/eprocure/app?page=HelpForContractors&service=page>

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

**ANNUAL RATE CONTRACT FOR HIRING OF CAR SERVICES FOR YEAR 2019-20**

1. The online e-tenders will be received up to 15:00Hrs on 10/09/2019. Any bid received after the prescribed deadline shall not be considered. The Techno-Commercial bids will be opened on next day i.e. 11/09/2019 at 15:00 hrs. Date of opening of e-financial bids of such firms which meet the prescribed techno-commercial criteria will be notified separately.
2. **Technocommercial bid as per Annexure-2** provided with the documents has to be uploaded (online only) by the bidders duly supported by documents as mentioned in Checklist as per **Annexure-7**
3. During the process of e-tendering, the bidders must be extremely careful in making their bids and will be fully liable and responsible for the bids submitted by them, including any errors made by them, if any, and no complaints / representation in this regard will not be entertained by ITDC.
4. **E.M.D:-** The EMD of **Rs. 5540/-** (Refundable without any interest to unsuccessful parties on finalization of contract) is to be deposited electronically through **NEFT/RTGS** payment in the account of ' **India Tourism Development Corporation Ltd**' at the below mentioned details. The parties must ensure that the E.M.D proceeds are remitted / deposited well in time so that the amount of EMD proceeds are credited in ITDC account before the closing date and time of receipt of online bids failing which the bid will be liable to be rejected.

BANK Details for EMD Payment through NEFT/RTGS:

- Name – United Bank of India
- Branch Name – Hotel Kalinga Ashok
- IFSC Code – UTBI0HKAK34
- Bank Account Number – 1505050010001

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

5. All bidders will have to provide their GST number(if applicable)

6. All bids will be accompanied by the latest income tax returns for Financial year 2017-18, 2018-19 in respect of bidder. In case the income of the bidder is not taxable, an affidavit to this effect may be attached to the tender.
7. Bids from suppliers/contractors of sound financial standing and capacity shall only be considered, like the supplier having minimum average turnover of 30% of the estimated amount in the last 2 year.
8. The financial bids of only technically qualified bidders will be opened and the evaluation of Financial Bid (L-1) shall be carried out on the basis of rates calculation of all Items in totality and tender will be awarded to overall L-1 bidder.
9. In case it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the bidder or the bidder has made material misrepresentation or has given any incorrect or false information, the bidder shall be disqualified forthwith if not yet appointed as the contractor/supplier and if the bidder has already been issued LOA or has entered into the contract as the case may be the same shall notwithstanding anything to the contrary contained therein be liable to be terminated along with forfeiture of Earnest Money Deposit (EMD) and performance security by a communication in writing by the corporation to the bidder without the corporation being liable in any matter whatsoever to the bidder and without prejudice to any other right or remedy which the corporation may have under the bidding documents the contract or under applicable law. Besides the corporation reserves the right to blacklist the bidder for any future dealing along with intimation of any appropriate penal action as per the applicable law.
10. The successful bidder shall not assign or subcontract the contract or in any manner allow any other person/persons to interfere in the management or performance of the contract without the written permission of **Hotel Kalinga Ashok.**
11. Conditional bids shall be summarily rejected and no correspondence in this regard shall be entertained.
12. In the event of inadequate response i.e. receipt of minimum of three bids, the date of opening techno commercial bid would be extended.
13. In the event of failure on the part of the "supplier" to provide services, as per the given schedule or unsatisfactory service the Unit/corporation shall have the right to make alternative arrangement at the cost, risk and responsibility of the supplier. The supplier shall reimburse the extra cost to the Unit/Corporation and in case of his failure to do so the Unit/Corporation shall have the right to recover the amount from the security deposit of the supplier, any dues owed to the Unit /corporation by the supplier. It should be clearly understood that the Unit/Corporation right and the supplier's obligation for compensations is not limited to the extent of security deposit and/or the dues owed and the unit/corporation shall have the right to proceed against the supplier for the recovery of its claim in excess of the security deposit and /or the dues available with the Unit/Corporation. The Unit/Corporation has the right to withhold the security deposit and appropriate the same if need be until the dues of the supplier are fully settled.
14. The successful bidder shall indemnify the ITDC from any direct or indirect losses suffered by the Hotel Kalinga Ashok due to non compliance under GST Act. It is univocally and explicitly agreed between the parties that as a result of any non compliance on part of supplier under GST which adversely effects the GSTN ratings of Hotel Kalinga Ashok the supplier shall pay a sum as deemed fit by ITDC every non compliance which adversely effects GSTN ratings on ITDC.
15. In contingency of any non compliance which results into loss of input credit along with interest/penalties or any other monetary loss suffered because of such non-compliance under GST.

16. The supplier will indemnify Hotel Kalinga Ashok against any loss monetary or otherwise arising due to legal proceedings initiated by the tax authorities as a result on non compliance/ default in paying tax by ITDC the supplier shall indemnify Hotel Kalinga Ashok in respect of the recourse action in case of BLACK LISTING under the "compliance rating score" mechanism due to non compliance/ default by vendor.
17. The party will indemnify Hotel Kalinga ashok for any loss suffered on account of non compliance of anti profiteering clause by party under GST.
18. The party shall ensure that the invoices raised from time to time are timely and correctly reported to their outward return.
  
19. Bids must be unconditional. Conditional bids will be rejected outrightly.
  
20. Earnest Money (EMD) of Rs.5540/ should accompany the Techno-commercial bid. The EMD shall be paid online. Such EMD shall not carry any interest. Any bid not accompanied by requisite EMD shall be summarily rejected
  
21. The cost of tender document is **Rs. NIL** which can be downloaded from our website <https://etenders.gov.in/eprocure/app> or through a link- Tenders > E-procurement on website [www.theashokgroup.com](http://www.theashokgroup.com)
22. The EMD shall be forfeited if the bidder withdraws his bid during the period of bid validity.
23. The successful tenderer/agency will have to provide a non-judicial stamp paper of Rs.100/- for preparing a contract agreement & pre-Contract integrity pact each.
24. The document named integrity pact at Annexure- 8 must be filled (Seller Part Only), signed and stamped and submitted with Techno commercial bid document.
25. **Security deposit** will be required to be deposited by the successful bidder equivalent to 10% of the Award cost of the contract in the shape of cash deposit or pay order or through Bank Draft or irrevocable bank guarantee valid for a period of 12 months in favour of Hotel Kalinga Ashok from the date of award of contract. The EMD of the successful bidder shall be adjusted towards security deposit and no interest thereon shall be payable. Security deposit will continue to be with Hotel kalinga Ashok till such time successful bidder provides the services. Also, the EMD of successful bidder will be adjusted towards the security deposit.
26. EMD of unsuccessful bidders shall be returned (without any interest) after the issuance of work Order to the successful bidder. All the bidders should fill up the EMD refund format accurately.
27. The bid shall remain valid for a period of 120 days from the date of opening of techno – commercial bid.
28. Tenderer submitting a tender would be presumed to have considered and accepted all the terms and conditions. No enquiry verbal or written shall be entertained in respect of acceptance/rejection of tender.
29. ITDC unit: Hotel Kalinga Ashok management reserves the right to accept or reject any one or all the tenders without assigning any reason thereof.

**30. RATES AND PRICES(submitted online)**



- a. Bidders shall quote the rates in the format given at **Annexure-3** (price bid) only online mode. Incomplete bids will be summarily rejected. All corrections and alterations in the entries of tender papers will be signed in full by the Bidder with date. No erasing or over-writing is permissible. **All digitally signed pages of integrity pact and draft agreement to be enclosed.**
- b. All statutory duties and taxes, etc may be clearly specified. Price quoted shall be firm and any variation in rates, prices or terms during validity of the offer shall lead to forfeiture of the EMD.
- c. GST shall not be loaded on the prices quoted. The same would be reimbursed as per actual after submission of receipt challan for the contract.

**d. EVALUATION OF BIDS**

i. Hotel Kalinga Ashok will determine the substantial responsiveness of each bid with reference to bid terms and conditions. For this purpose a substantially responsive bid is one, which confirms to all the terms and conditions of the bid documents without material deviations. Deviations from or objections or reservations to critical provisions in respect of following will be deemed to be material deviation.

- a) Earnest Money Deposit (EMD)
- b) Permits, licences and registrations with authorities
- c) Taxes & duties
- d) Payment terms
- e) Contract Performance Guarantee
- f) Penalty clauses
- g) Validity of Bid
- h) Dead mileage
- i) Terms related to Driver & Vehicles

ii. All decisions by Hotel Kalinga Ashok on the evaluation of bids will be final and binding on the Bidders and is not subject to any scrutiny.

iii. While the contract will be awarded for a period of 1 years. The contract can be further renewed/ extended on discretion of the Company on mutually, agreed terms and conditions or on same terms and conditions subject to that the model of car is updated to 2018. Corporation would be free to terminate the contract after giving advance notice of two months in writing. Expiry of contract will be automatic unless written communication by Hotel Kalinga Ashok to continue the services is duly served to the vendor. In the extension period, notice of only one week on the part of corporation will be enough for termination of services whereas the vendor will be required to give two months notice.

**e. Penalties Clause****Annexure-B**

In case of any delay / deficiency/deviations from the agreement in providing services, Hotel Kalinga Ashok reserves the right to recover from the vendor penalties as indicated below, including forfeiting Contract Performance Guarantee:

<b>Sl. No</b>	<b>Nature of default</b>	<b>% penalty of per day hiring charge of requisite vehicle (Calculated on pro-ratabasis)</b>	<b>Mode of Deduction as penalty</b>
1	Late reporting (Beyond 30 Minutes)	10%	Deduction from bill
2	Indecent behaviour of driver	10%	-Do-
3	Improper condition of vehicle interior/exterior	15%	-Do-
4	Driver with dirty uniform, unpresentable / body odour	10%	-Do-
5	Older vehicle model registered In 2016 (not older than 2016) for upto 5 days in a calendar month (to be read with clause no. 37 of scope of work at Annexure 1)	20%	-Do-
6	Older vehicle model registered In 2016 (not older than 2016) for more than 5 days in a calendar month (to be read with clause no. 37 of scope of work at Annexure 1)	50%	-Do-
7	Providing cars which are not owned (from other sources- Commercial vehicle only) – to be read with clause no. 44 of scope of work at Annexure 1)	20%	-Do-
8	Inability to provide sufficient documentary evidence (to be read with clause 45,46 of scope of work at Annexure 1)	30%	-Do-
9	Car with private number plate	100%	-Do-

The occurrence shall be reported to the concerned agency as well as to General manger Hotel kalinga Ashok by the user for necessary action. The complaint will be examined in consultation with the agency by General Manager Hotel kalinga Ashok and his decision will be final and binding on the agency.

#### **f. CONCILIATION/ ARBITRATION**

- i. If any dispute(s) or difference(s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by General Manager Hotel Kalinga Ashok.
- ii. In the event of no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by party, dispute or difference whatsoever arising between the parties out of or relating to the Agreement, shall be settled through arbitration proceeding by sole Arbitrator to be appointed by the Chairman and Managing Director of ITDC Limited. The sole Arbitrator so appointed shall not have any direct or indirect of any past or present relationship or interest in any of the parties. The Arbitration proceeding shall be as per the provision of the Arbitration & Conciliation Act 1966 (as amended time to time) .
- iii. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration during the currency of the Agreement, the vendor shall proceed with and continue without hindrance providing the services as per the contract with due diligence and expedition in a professional manner and the payment due to the Contractor shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration. The venue of arbitration shall be Bhubaneswar. Only Bhubaneswar Courts will have jurisdiction.

#### **g. FORCE MAJEURE**

- i. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.
- ii. The term "Force Majeure" as employed herein shall me an acts of God, earthquake, Flood, Fire etc directly affecting the performance of the Contract, War, Civil Riots, and Acts and Regulations of respective government of the two parties, namely Hotel kalinga Ashok and the Vendor / Contractor.
- iii. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid there by, shall notify the otherparty in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the ot her party within 72 hours of the ending of the cause respectively. If the service s are suspended by Force Majeure conditions lasting for more than 2 (two) months, Hotel Kalinga Ashok shall have the option of cancelling this contract in whole or part at its discretion without any liability at its part.
- iv. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.
- v. Agency/Firm will not be entitled for any financial consideration for the period when

services are not provided due to force majeure as defined above and due to any man made situation like strike, road blockage, political disturbances, or law and order situation.

**h. APPLICABLE LAW AND JURISDICTION**

All matters connected with this shall be governed by the Indian Laws both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Bhubaneswar.

Hotel Kalinga Ashok reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder/s on the ground of Hotel Kalinga Ashok action.

Hotel Kalinga Ashok reserves the right to accept/reject any bid and to cancel the bidding process at any time and reject all bids, at any time prior to placement of order, without thereby incurring any liability.

**i. Any clarification on the documents may be obtained from:-**

<p><b>Contact person: Ashwini Sharma, AM(HO)/ In charge(F.O), Hotel Kalinga Ashok, Bhubaneswar. 0674-2431055/56 Mob-94382346570</b></p>
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**J.** All corrigendum/ amendments regarding the tender shall be published on ITDC/Govt websites i.e. <https://etenders.gov.in/e procure/app> or through a link- Tenders > E-procurement on website [www.theashokgroup.com](http://www.theashokgroup.com) only.

**SCOPE OF WORK AND TERMS & CONDITIONS**

1. The scope of work covers selection of transport agency/agencies for hiring vehicles/Cars and finalizing rate for different categories of vehicles for(Local Journey) and the selected agency/firm shall maintain Office with adequate staff and telephone facilities round the clock.
2. The agency shall provide AC commercial vehicles duly registered in Bhubaneswar of Model registered **2016 or later (Petrol/Diesel).**
3. The tender period will be for a period of minimum one year (Renewable for one more years one mutually agreeable term).
4. However the management reserves the right to extend the contract for another three months in excess of the contract period with the same terms and conditions.
5. The Corporation also reserved the rights to terminate the contract /agreement by giving one month notice without assigning any reason thereof.
6. The quoted rate shall be inclusive of all expenses like Driver's Salary, Maint. Cost of the vehicle,Duties etc.(exclusive GST/any other Govt. taxes)
7. The quoted rate shall be inclusive of cost of fuel.
8. The quotationer shall submit photocopy of all documents like Driver license, Regd. Certificate of vehicle, fitness & up to date Insurance of vehicle etc. along with the quotation. If required, original documents shall be asked for verification.
9. Only two (2) days leave per month for maintenance and check up shall be allowed. If further absent observed proportional deduction from the contract amount shall be made.
10. The Management required the vehicles for minimum running kilometers of 900 per month for which the above quoted rate is asked for. Beyond 900 kilometers the quotationer shall quote the rate per km.
11. Normally the car shall be operated for 9 hour per day. However with prior information, the service provider has to provide the vehicle earlier or beyond the working hours.
12. Parking fees, toll fees etc., and while on office duty shall be paid by the tenderer and initialized by the user & submitted along with the bill for payment.
13. Cost for use of car beyond scheduled 9 hours shall be payable as per hour or a fraction of an hour as applicable. Quotationer shall quote for the same in the format accordingly.
14. The tenderer shall mention the year of Manufacture of the vehicle. Preference shall be given to new car (within 3 yrs of manufacture) having good condition along with a portable/all purpose fire extinguisher.

15. The car shall bear the monogram of Hotel Kalinga Ashok and the Driver shall be on duty with uniform. The attendance of the driver will be maintained in the IN & OUT register kept at the Security point of the hotel.

16. Day to day logbook showing the use of the car should be maintained by the driver with the authentic signature of the user.

17. Bill shall be raised on a monthly basis in duplicate for release of payment.

18. The successful Tenderer will sign an agreement & Pre-Contract Integrity pact in non-judicial stamp paper worth of Rs.100/- for each to execute the contract. The cost of stamp paper will be borne by Contractor.

19. The Tenderer shall pay an amount equal to monthly rate towards security deposit before signing the Agreement. The Security amount will be refunded to the Tenderer after successful completion of Tender period without any interest.

20. Hotel Kalinga Ashok reserves the right to cancel or reject any tender without giving reasons thereof.

21. In the event of dispute arising between the supplier and unit/corporation during the currency of the contract after the conclusion thereof, the same shall be referred to the sole arbitration of the Chairman-cum-Managing Director or the officer appointed by him and his award shall be final and legally binding on both the parties .

22. The tenderer shall quote the rate of AC car namely **Indica/Indigo car (Make Tata)/Maruti Swift/Volkswagon Polo/Toyota Etios Liva/Toyota innova/Ford Figo** for the guest use for local or day use basis.

23. The car/cars will be required as per the requirement of the guests at any point of time of the day for which the tenderer will be liable to provide the necessary car as desired by the guest.

24. The quotationer should quote the rates for the pick-up & dropping of guest from & to the airport or railway station.

25. The tenderer shall quote the rate of hiring of cars as per kilometer basis; hourly basis; the waiting charges for night halts & other subsidiary cost if any. Quotationer shall quote for the same in the format accordingly.

26. The tenderer shall provide good conditioned hygienic car with stereo/FM facilities. Preference shall be given to new car (within 3 year of manufacture) having good condition along with a portable/all-purpose fire extinguisher.

27. The tenderer may directly take payment from the guest for which 20% commission will be liable to the hotel which has to be paid by the tenderer cumulatively at the end of the month with billing details. The rest of the car bills hired through hotel shall be raised on a monthly basis in duplicate for release of payment for which 20% deduction towards commission will be made.

28. Hotel Kalinga Ashok reserves the right to cancel or reject any tender without giving reasons thereof.

**Hotel Kalinga Ashok, Bhubaneswar**

Schedule of quantity

**CATEGORIES**

**MONTHLY HIRING BASIS (900Km per month)**

<b>Sl. No.</b>	<b>Description</b>	<b>Quantity</b>
<b>1.</b>	Hiring of AC TATA Indigo/Toyota Etios/ /Maruti Swift Dzire (Air conditioned) of very good condition for office use at Hotel Kalinga Ashok on monthly rate contract inclusive of all cost per Terms & Condition annexed as Annexure-1,	<b>01 no.</b>
<b>2.</b>	Cost towards extra running beyond 900 kilometer <b>Per Km.</b>	<b>Per Km.</b>
<b>3.</b>	Cost towards Additional running hours beyond 9 hours (scheduled hours) <b>Per Hours.</b>	<b>Per hrs.</b>

GST/any other Govt. taxes\_\_\_\_\_

Seal:

Date:

Name & Signature of Bidder

## Hotel Kalinga Ashok, Bhubaneswar

### Schedule of quantity (for day use/kilometer basis)

S.no.	Description	Quantity
1.	Hiring of Air Conditioned TATA Indica/Maruti Swift/Volkswagon Polo/Ford Figo/Toyota Etios Liva of 01 no. of good condition for guest use at Hotel kalinga Ashok on Kms/daily use basis of all cost as per terms & condition as on Annexure-1	01 no.
2.	Hiring of Air Conditioned TATA Indigo/Maruti Swift Dzire/Toyota Etios of 01 no. of good condition for guest use at Hotel kalinga Ashok on Kms/daily use basis of all cost as per terms & condition annexed as on Annexure-1	01 no.
3.	Hiring of Air Conditioned Toyota Innova of 01 no. of good condition for guest use at Hotel Kalinga Ashok on kms/daily use basis of all cost as per terms & condition annexed as on Annexure-1	01 no.
4.	Cost towards the pick-up or drop from the airport	Per Trip
5.	Cost towards the pick-up or drop from the railway station	Per Trip

GST/any other Govt. taxes\_\_\_\_\_

Seal:

Date:

Name & Signature of Bidder



29. Journey within Bhubaneswar region will be treated as local journey.
30. The vehicles deployed during the contract period at any point of time should be well maintained and in perfect running condition as per Hotel Kalinga Ashok requirements with proper pollution check and valid pollution certificate.
31. The vehicle shall always be provided with decent upholstery, clean seat covers, comfortable seat cushions and other basic fittings / accessories like radio, CD player etc.
32. Drivers of vehicles must be provided and maintain mobile phones. No extra charges would be paid by Hotel Kalinga Ashok for the same. Agency/ firm will ensure that drivers are not changed frequently.
33. The agency shall provide well-behaved, pleasant personality, well mannered and proper Hindi and/or English speaking drivers in clean and proper uniform with valid driving license of minimum 02 years old and should be able to read duty slip and signboards in English and Hindi/Oriya.
34. The driver should be well conversant with the roads and routes in Bhubaneswar and adjacent areas and should be of sound health.
35. In case of break down / servicing / repair, the contractor shall provide alternate vehicle of same/higher make and model (rate will not change) failing which vehicle shall be hired from any other source / sources at the risk and cost of the contractor.
36. In case Commercial Vehicle of Model registered in 2016 or later is not available, older Vehicle (Not older than 2016 model) to be used only sparingly for emergency situations for period not exceeding 5 days in a month) in good condition must be sent with consent of Hotel kalinga Ashok. However payment will be reduced by 20% of the bill for the period on pro-rata basis, In case the days exceed 5 in a calendar month, payment will be reduced by 50% of the bill for the period exceeding 5 days on pro-rata basis. In case cars older than Model registered in 2016 is provided, the same will be rejected.
37. In case of non reporting / refusing to provide the requisite Vehicle, the same may be hired from any other source(s) at the risk and cost of the contractor, besides any other penal action including termination of contract.
38. The maintenance cost, charges of fuel (petrol/diesel), road tax, permit fee, challans against violation of traffic rules or any other reason, salary of the driver, the overtime and mobile phone charges of driver etc. are the responsibility of the contractor.
39. Insurance: The provided vehicle must be fully and comprehensively insured covering the risk to the driver, user and third party.

40. The Contractor shall be fully responsible for any loss or damage to the vehicle, occupant and third party and shall be liable to pay full compensation for any injury or any other loss including loss of life.
41. Agency would ensure proper sealing of milometer. Hotel Kalinga Ashok reserves the right to get the meter calibrated or checked at any time at its sole discretion. Tempering of meter reading and misbehaviour of driver shall be viewed seriously, leading to even cancellation/termination of contract and forfeiture of Contract Performance Guarantee. In the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action.
42. The Vehicle sent to our offices on our requisition must have all relevant documents like registration Book / Driving license / Insurance / Road Tax Receipt / Permit fee / pollution certificates / driver with mobile phone etc. The vehicle should be licensed and shall confirm to all Govt. rules and regulations being in force from time to time.
43. In case of non-availability of vehicles with the bidder / contractor, commercial vehicles other than those owned by the bidder / contractor may be provided as an adhoc arrangement only but not older than model registered in 2016 and should be replaced by own vehicle at the earliest opportunity in any case within one month failing which a penalty of 20% on the bill on pro-rata basis will be deducted.
44. The agency must provide the list of Vehicles along with photocopy of the Registration Documents of all the vehicles duly attested and certified by the owner of firm/Agency before resuming services. In case of supply of vehicle beyond the list, the photocopy of the Registration Book duly attested and certified by the owner of firm / Agency shall be submitted along with the bills. However, the original registration paper shall be provided by the Agency on demand in case any further verification is required in case of any doubt. In case agency fails to provide sufficient documentary evidence, 30% deduction from bill shall be made on pro-rata basis.
45. Necessary entries for the journey performed will be made in the log book. Driver of the vehicle shall record the particulars of journey in the log book and get the signatures of the officials of Hotel Kalinga Ashok using the vehicle each time when the journey is completed. Such log books complete in all respect shall be required to be submitted to administration division at the end of each calendar month along with monthly bills of contractor.
46. The agency/firm shall not sublet, transfer or assign the contract or any part thereof without the written approval of Hotel Kalinga Ashok. In the event of the agency/firm contravening this condition, Hotel Kalinga Ashok will be entitled to terminate the contract and claim damages.

47. It is necessary to fill up EMD refund voucher at annexure-4 , Bid compliance statement on annexure-5 on Rs 10/- non judicial stamp paper, **Bank mandate at annexure-6 And Check list at annexure-7, integrity pact at annexure-8.**

**48. RESPONSIBILITY OF THE CONTRACTOR/AGENCY**

- a. The agency shall provide Bhubaneswar registered vehicles (Petrol/ Diesel) of Model registered in 2016 or later as per our requirement. All the cars shall carry first aid box, Stepney, toolbox, fire safety equipment, tissue box and clean hand towel.
- b. If the vehicle does not report at the requisitioned time or is not found in good condition or without proper documents, the vehicle may be rejected and sent back. No payment shall be made on account of car so rejected. Alternate arrangement will be made by the agency with same / higher category vehicle failing which Hotel Kalinga Ashok shall be at liberty to make alternate arrangements at the risk and cost of the contractor.
- c. In case of break down the contractor shall provide alternate vehicle of same/higher category failing which the executive(s) will be allowed to hire any Vehicle and complete the journey and the amount thus incurred shall be recovered from the bills of the contractor.
- d. In case any restrictions are imposed by the appropriate Govt in due course, the vendor will have to provide alternate solution at no extra cost.
- e. The successful vendor shall not deploy any driver with criminal antecedent. Police verification of drivers must be submitted within 30 days of deployment.

49. All kinds of repairs / maintenance cost, charges of petrol/diesel, oil, lubricant, fee towards licenses/registration taxes such as road tax, permit fee etc., challans, salary/overtime of the driver, insurance premium etc . are the responsibilities of the contractor and shall be borne by the Contractor all along. Hotel Kalinga Ashok will reimburse toll tax, etc and parking charges wherever incurred on submission of original receipt. The driver must be provided with petty cash for the purpose by the contractor.

50. Only Commercial cars must be provided. In case car with private number is provided, no payment will be made for that period.

51. PENALTY

The agencies shall be liable for penalties on contract price in the manner indicated at Sl No. 13 of terms & condition 30(e) penalty clause Annexure-B as per tender

document.

The occurrence shall be reported to the concerned agency as well as to GM Hotel Kalinga Ashok by the user for necessary action. The complaint will be examined in consultation with the agency by GM Hotel Kalinga Ashok and his decision will be final and binding on the agency.

## **52. PAYMENT & REIMBURSEMENT**

The agency shall submit bills, in duplicate within the first week of each month for the preceding month for release of the payment to the concerned Division complete in all respects along with log book duly signed by user and monthly statement of journey. TDS as applicable shall be deducted from the bills of agency. Bill having cutting and over writing shall not be entertained. No advance payment shall be made under any circumstances.

## **53. PRICE**

a) The prices as agreed shall remain same firm throughout the currency of the contract.

## **54. STATUTORY REQUIREMENTS**

- a) The cars sent to Hotel Kalinga Ashok office on requisition must have all relevant documents like registration Book/Driving license/Insurance/Road tax Receipt/ Permit for Passenger Taxi/Pollution certificate etc . The vehicle should be licensed and shall have valid permits for plying in Odisha such as in addition to Bhubaneswar in case of local journey. The vehicle should conform to all Govt. rules and regulations being in force from time to time.
- b) The driver should abide by the rules laid down by transport Authority or any Authority relevant to the subject and should always strictly follow the Traffic rules and regulations so as to ensure safety of the passenger.
- c) Compliance of all statutory obligations like Industrial Dispute Act, Workmen's Compensation Act, Contract labour (R&A) act etc, shall be ensured by the agency. The agency shall indemnify and shall always keep Hotel kalinga Ashok indemnified against any liability due to non-compliance of statutory obligations by the agency or any of its agents/servants/driver or for any reason whatsoever . The agency will be responsible for the conduct of their staff.

## **55. AWARD OF CONTRACT**

- i. The/Those bidder/s who will quote the least cost/rate of each category shall be recommended for award for that particular category.
- ii. In case of more than one agency quoting L-1, the contract would be awarded in equal parts.
- iii. The contract will be awarded for a period of **1 year** . The contract can be further renewed/ extended on discretion of the Company on mutually, agreed terms and conditions or on same terms and conditions

**56. ADDITIONAL QUALIFYING CRITERIA FOR BIDDERS**

NO.	DESCRIPTION	DOCUMENTS TO BE ATTACHED WITH TECHNO-COMMERCIAL BID
1.	The bidder should have at least two (2) years experience in work of similar nature with large corporate of reputed agencies/any reputed firm, with a minimum average turnover of 30% of the estimated amount in the last 2 years.	<p>a) Copies of Certificate of Incorporation (in case of Pvt Ltd/Ltd companies) / copy of the registered partnership deed or relevant papers in case of other forms of organizations to authenticate their entity.</p> <p>b) Audited balance sheet and P&amp;L A/c of last 2 years and certificate from Chartered Accountant (CA) certifying the turnover as required with seal and membership and Income tax return of last two Financial years.</p> <p>c) List of clients with names, address and contact nos. of concerned officials. Please enclose a copy of at least one such Work order or completion certificate for two years.</p>
2.	The bidder should own a minimum no. of two (2) car of at least Model registered in 2016 or later registered as taxis in the name of company / firm / partner / Proprietor.	Photocopies of Registration Books of atleast two (2) cars registered as taxis along with the latest and valid insurance covers. Original documents would be physically verified before finalization.
3.	The bidder should have his office in Bhubaneswar (Commercial space) with phone/mobile connection.	Details to be furnished alongwith the techno-commercial bid with relevant supporting documents like commercial water /electricity bills etc..
4.	The company should be registered for GST	Copy of registration certificate indicating GST No.
5.	PAN in the name of company/ Proprietor	Copy of PAN Card

6.	The car providing service of the bidder should not have been blacklisted/ terminated by any Govt. Department, PSU or any other body of Central or State Govt for any reason in the past 3 years.	An undertaking to this effect needs to be submitted on Rs. 10 stamp paper as per format given below duly notarised.
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**Format:**

**“This is to certify that our company has not been blacklisted/ terminated or debarred by any Govt. Department, PSU or any other body of Central or State Govt for any reason in the past 3 years”.**

Signed and seal of company

## HIRING OF VEHICLES-DETAILS OF BIDDER

1. The Firm:

a) Name \_\_\_\_\_

b) Regd. Address: \_\_\_\_\_

c) Office Address at Bhubaneswar: \_\_\_\_\_

2. Contact person's

a) Name & Designation: \_\_\_\_\_

b) Address: \_\_\_\_\_

c) Tel No: Landline \_\_\_\_\_ Mobile \_\_\_\_\_

d) E Mail ID: \_\_\_\_\_

3. Type of Firm: Sole proprietorship / Partnership / Private Ltd. / Public Ltd./  
Cooperative / Others

(Please tick and enclose copy of Memorandum/ Articles of Association/ Certificate of Incorporation in case of Pvt Ltd / Public Ltd company OR registered Partnership Deed in case of Partnership)

a. Bank Account No. \_\_\_\_\_

(Please enclose an unsigned cancelled cheque)

b. PAN No. \_\_\_\_\_

(Please enclose self-attested copy)

c. GST Registration No. \_\_\_\_\_

(Please enclose self-attested copy)

d. Number of cars in the name of firm/owner: \_\_\_\_\_

(Please enclose copies of RC and Insurance)

e. Annual turnover for the last 2 accounting years: \_\_\_\_\_

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**Financial Year 2017-18 or calendar year 2017**

**Financial Year 2018-19 or calendar year 2018**

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f. Audited balance sheet and P&L account of last 2 years FY-2017-18 and 2018-19 \_\_\_\_\_

g. Income tax return of last 2 years FY-2017-18 and 2018-19 \_\_\_\_\_



\*(Please enclose copies of audited balance sheet and P&L A/c of (last 2 Financial years) above and certificate from Chartered Accountant (CA) certifying the turnover as required with seal and membership number of CA **and** Income tax return of last 2 Financial years in support of above.

\_\_\_\_\_enclosed (Pl. specify)

4. Experience of similar work in the field during the last two years  
(Copies of Certificate of Incorporation / copy of the registered partnership deed or relevant papers in case of other forms of organizations to authenticate their entity and list of clients with names, address and contact nos. of concerned officials and copy of work order or completed certificates of two years)

\_\_\_\_\_enclosed (pl. specify)

- 5. UTR no./Transaction details of EMD(Earnest monry deposit) of Rs. 5540/ only through RTGS/NEFT \_\_\_\_\_
- 6. Duly digitally signed copy of all pages of Tender document with Pre-Contract Integrity pact and Draft Agreement \_\_\_\_\_(pl.specify)

\_\_\_\_\_  
**Signatures of authorized signatory**

**Name** \_\_\_\_\_

**Designation** \_\_\_\_\_

**Seal:**

Hotel Kalinga Ashok, Bhubaneswar

**ANNEXURE-3(a)  
PRICE BID**

**HIRING OF COMMERCIAL VEHICLES- FINANCIAL BID**

**ON MONTHLY HIRING BASIS (900 kms. Per month)**

Sl. No.	Description	Quantity	Rate(Rs.)	Amt.(Rs.)
1.	Hiring of AC TATA Indigo/Toyota Etios/ /Maruti Swift Dzire (Air conditioned) of very good condition for use at Hotel Kalinga Ashok on monthly rate inclusive of per Condition as Annexure-1, contract all annexed Terms	01 no.01 no.	<b>Not to be quoted here</b>	
2.	Cost towards extra running beyond kilometer <b>Per Km.</b> kilometers 900	Per Km.	<b>Not to be quoted here</b>	
3.	Cost towards Additional running hours beyond 9 hours (scheduled hours) <b>Per Hours.</b>	Per Hours.	<b>Not to be quoted here</b>	

GST/any other Govt. taxes \_\_\_\_\_

Seal:

Date:

Name & Signature of Bidder

**Hotel Kalinga Ashok, Bhubaneswar  
HIRING OF COMMERCIAL VEHICLES**

**PRICE BID**

**Schedule of quantity (for day use/kilometer basis)**

<b>S.no.</b>	<b>Description</b>	<b>Quantity</b>	<b>Rate(Rs.)</b>	<b>Amt.(Rs.)</b>
<b>1.</b>	Hiring of Air Conditioned TATA Indica/Maruti Swift/Volkswagon Polo/Ford Figo/Toyota Etios Liva of 01 no. of good condition for guest use at Hotel kalinga Ashok on Kms/daily use basis of all cost as per terms & condition as on Annexure-1	<b>01 no.</b>	<b>Not to be quoted here</b>	
<b>2.</b>	Hiring of Air Conditioned TATA Indigo/Maruti Swift Dzire/Toyota Etios of 01 no. of good condition for guest use at Hotel kalinga Ashok on Kms/daily use basis of all cost as per terms & condition annexed as on Annexure-1	<b>01 no.</b>	<b>Not to be quoted here</b>	
<b>3.</b>	Hiring of Air Conditioned Toyota Innova of 01 no. of good condition for guest use at Hotel Kalinga Ashok on kms/daily use basis of all cost as per terms & condition annexed as on Annexure-1	<b>01 no.</b>	<b>Not to be quoted here</b>	
<b>4.</b>	Cost towards the pick-up or drop from the airport	<b>Per Trip</b>	<b>Not to be quoted here</b>	
<b>5.</b>	Cost towards the pick-up or drop from the railway station	<b>Per Trip</b>	<b>Not to be quoted here</b>	

GST/any other Govt. taxes\_\_\_\_\_

Seal:

Date:

Name & Signature of Bidder

## 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: \_\_\_\_\_

**(Please submit the following undertaking on Rs. 10 Non-Judicial Stamp Paper purchased on Company Name)**

**BID COMPLIANCE STATEMENT DULY NOTORISED**

**NAME OF WORK**

We hereby confirm that our offer complies with the total techno-commercial requirements / terms and conditions of the documents and subsequent addendum / corrigendum (if any) without any deviation / exception / comments / assumptions.

**SIGNATURE OF BIDDER ( owner/ Proprietor/ authorised signatory)**

: \_\_\_\_\_  
(With name of authorized signatory & designation)

**Name of the Organisation** : \_\_\_\_\_

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

**COMPANY SEAL** :

**Note: In case of authorised person, authorisation letter to be enclosed.**

**BANK MANDATE**

BIDDERS NAME :  
ADDRESS OF BIDDER :

**PARTICULAR OF BANK ACCOUNT:**

- a) NAME OF THE BANK:
- b) NAME OF THE BRANCH :
- c) ADDRESS OF THE BANK :
- d) 9 DIGIT CODE NUMBER OF THE BANK & BRANCH: (As appearing in micro Cheque issued by the Bank)
- e) TYPE OF ACCOUNT (SB. CURRENT, CASH, CREDIT)
- f) ACCOUNT NUMBER
- g) WHETHER BRANCH IS RTGS / INTERNET ENABLED (If yes, then Bank's IFSC Code Number)

I hereby declare that the particulars given above are correct and complete and accord our consent for receiving payment through electronic mechanism.

Place: \_\_\_\_\_ Signature of the authorized signatory(ies) & Designation  
Date: \_\_\_\_\_

Official seal of the company

**BANK CERTIFICATION**

**Certified that the particulars furnished above are correct as per our record.**

**Bank's stamp**

Signature of the authorized official of the bank

**CHECK LIST****Annexure-7**

Please check whether the attested copies of the following documents have been attached or not(submitted online only)

1	Registration certificate and Insurance Papers of minimum 02 vehicles registered in 2016 or later owned by firm/agency	Yes / No
2	Self attested photocopy of PAN Card	Yes / No
3	Details of Bidder (Annexure 2)	Yes / No
4	EMD Refund Form (Annexure 4)	Yes / No
5	Bid compliance (Annexure 5) on stamp paper of Rs 10/-	Yes / No
6	Bank Mandate (Annexure 6)	Yes / No
7	Self attested photocopy of GST Registration certificate	Yes / No
8	<b>a)</b> Audited balance sheet and P&L A/c of last 2 year (FY 2017-18 & 2018-19) and certificate from Chartered Accountant (CA) certifying the turnover as required with seal and membership number of CA and <b>b)</b> Income tax return of last 2 year (FY 2016-17 & 2017-18)	Yes/ No  Yes/No
9	Self attested Proof of office space at Commercial space	Yes / No
10	Self attested Copy of Memorandum / Articles of Association / Certificate of Incorporation / Registered Partnership Deed	Yes / No
11	Self attested List of Clients with Details of address and contact nos. to whom taxi/Car services have been provided in last 2 years with at least copy of one work order of completed certificates of two years.	Yes / No
12	EMD of Rs.5540/(enclose UTR/Receipt)	Yes / No
13	Signed copy of Integrity Pact & Agreement (Annexure-8 & 9)	Yes / No
14	An undertaking on Rs. 10/- stamp paper that "This is to certify that our company has not been blacklisted/ terminated or debarred by any Govt. Department, PSU or any other body of Central or State Govt. for any reason in the past 3 years". as per format duly notarized.	Yes / No

**Note:** All pages of integrity pact and agreement/other documents to be uploaded & should be digitally signed.

## INTEGRITY PACT

Annexure-8

(To be executed on a non-judicial stamp paper of Rs.100/-)

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 agents 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
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)**  
**(Office Seal)**

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

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

**Witness-1**

Signature:  
 Name:  
 Address

**Witness-2**

Signature:  
 Name:  
 Address:

**AGREEMENT**

This Agreement made at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ between Hotel Kalinga Ashok India Tourism Development Corporation Ltd having their Registered Office at Scope Complex, Core-8, Lodhi Road, New Delhi through its General Manager (Admn.) (hereinafter referred to as the Company/ITDC)

AND

M/S \_\_\_\_\_ represented through \_\_\_\_\_ having their office at \_\_\_\_\_ (hereinafter referred to as the Second Party/Agency/Contractor).

WHEREAS the Company is desirous of giving out the assigned work for supply of registered Commercial vehicles for senior executives and their respective division/divisions for offices located at Hotel Kalinga Ashok and as required to some eligible Contractor AND WHEREAS the Contractor namely M/S \_\_\_\_\_ represented through \_\_\_\_\_ having their office at \_\_\_\_\_ has submitted tender and has agreed to carry out the said job work.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:-

1. The contract is being awarded for a period of **One year w.e.f.** \_\_\_\_\_. The contract can be further renewed/ extended on discretion of the Company on mutually, agreed terms and conditions or on same terms and conditions subject to that the model of car is updated to 2018.
2. In case of any delay / deficiency / deviations from the agreement in providing services, ITDC reserves the right to recover from the vendor penalties as indicated in clause 14 below, including forfeiting Contract Performance Guarantee.

**3. CONCILIATION/ ARBITRATION**

If any dispute (s) or difference (s) of any kind whatsoever arise between the Parties, the Parties here to shall negotiate with a view to its amicable resolution and settlement through a committee appointed by General Manager of Hotel Kalinga Ashok.

- i. In the event of no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by party, dispute or difference whatsoever arising between the parties out of or relating to the Agreement, shall be settled through arbitration proceeding by sole Arbitrator to be appointed by the Chairman and Managing Director of ITDC Limited. The sole Arbitrator so appointed shall not have any direct or indirect of any past or present relationship or interest in any of the parties. The Arbitration proceeding shall be as per the provision of the Arbitration & Conciliation Act 1966 (as amended time to time) .
- ii. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration during the currency of the Agreement, the vendor shall proceed with and continue without hindrance providing the services as per the contract with due diligence and expedition in a professional manner and the payment due to the Contractor shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the

arbitration.

The venue of arbitration shall be Bhubaneswar. Only Bhubaneswar Courts will have jurisdiction.

The monthly car rental is Rs...../- for 9 hours per day of official use. This rate is inclusive of all routine and maintenance expenses. Nothing extra shall be payable. This monthly rate contract is inclusive of fuel charges up to 900 km per month.

2. For total running km beyond 900 km. per month payment shall be made @ Rs...../- per km. Similarly for running hours beyond 9 hours per day payment shall be made @ Rs...../-per hour.

3. Only (2) Two days leave to the driver shall be allowed per month with prior permission of the hotel authority. For further absent on duty, the amount paid to the other agency for hiring of taxi for that/those day /days shall be deducted from the monthly contract amount or proportionate deduction in total contract amount, whichever is higher.

4. The car along with the driver shall be made available for 9 hours a day between 7 AM to 11 PM. For this prior information from Hotel Kalinga Ashok shall be given over telephone or driver will receive instruction regarding reporting time of the next day.

5. The contractor will submit photocopy of all documents like driver license, Regd. certificate of vehicles, Fitness & Insurance of vehicle etc. If required, original documents shall be asked for verification time to time.

6. Parking fees, toll fees etc., and while on office duty shall be paid by the contractor & initialized by the user & submitted along with the bill for payment.

7. Bill shall be raised on a monthly basis in duplicate for release of payment along with the copy of the logbook dully signed by the vehicle user.

8. The contractor will provide new AC car, having very good condition.

9. The car shall bear the monogram of Hotel Kalinga Ashok & the driver shall be on duty with uniform as prescribed by the hotel.

10. The contractor will not use monogram of Hotel Kalinga while not in duty of this hotel.

11. This contract can be terminated by either party with one month notice.

12. The tender period will be for a period of minimum one year (Renewable for one more years one mutually agreeable term).
13. However the management reserves the right to extend the contract for another three months in excess of the contract period with the same terms and conditions.
14. The Corporation also reserved the rights to terminate the contract /agreement by giving one month notice without assigning any reason thereof.
15. Normally the car shall be operated for 9 hours per day. However with prior information, the service provider has to provide the vehicle earlier or beyond the working hours.
16. The contractor shall mention the year of Manufacture of the vehicle preference shall be given to new car having good condition along with a portable/all purpose fire extinguisher.
17. The car shall bear the monogram of Hotel Kalinga Ashok and the Driver shall be on duty with uniform. The attendance of the driver will be maintained in the IN & OUT register kept at the Security point of the hotel.
18. Day to day logbook showing the use of the car should be maintained by the driver with the authentic signature of the user.
19. Bill shall be raised in duplicate on a monthly basis for release of payment.
20. The tenderer shall pay an amount equal to monthly rate towards security deposit before signing the Agreement. The Security amount will be refunded to the tenderer after successful completion of contract period without any interest.
21. In the event of dispute arising between the contractor and unit/corporation during the currency of the contract after the conclusion there of, the same shall be referred to the sole arbitration of the Chairman-cum-Managing Director or the officer appointed by him and his award shall be final and legally binding on both the parties.
22. The car that will be used for the pick-up & drop of guest from the hotel will be of the same

#### **4. FORCE MAJEURE**

- i. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.
- ii. The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely Hotel Kalinga Ashok and the Vendor / Contractor.
- iii. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid there by, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If the services are suspended by Force Majeure conditions lasting for more than 2 (two) months, Hotel Kalinga Ashok shall have the option of cancelling this contract in whole or part at its discretion without any liability at its part.
- iv. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.
- v. Agency/Firm will not be entitled for any financial consideration for the period when services are not provided due to force majeure as defined above and due to any man made situation like strike, road blockage, political disturbances, or law and order situation.

#### **5. APPLICABLE LAW AND JURISDICTION**

All matters connected with this shall be governed by the Indian Laws both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Bhubaneswar. No alternative offer shall be considered.

- a) The vehicles deployed during the contractual period at any point of time should be well maintained and in perfect running condition as per Hotel Kalinga Ashok requirements with proper pollution check and valid pollution certificate, Decent upholstery, clean seat covers, comfortable seat cushions and other basic fittings/accessories



6. Drivers of vehicles must be provided and maintain mobile phones. No extra charges would be paid by Hotel Kalinga Ashok for the same. Agency/firm will ensure that drivers are not changed frequently. The driver should be well behaved, Hindi or English speaking, should be able to read Hindi & English signboards, should be always in proper and clean uniform, should be well acquainted with routes in Bhubaneswar and neighbouring areas and should be of sound health. Misbehaviour of driver will be viewed very seriously. Drivers will always follow traffic rules and other rules by any authority. Violations and resultant consequences will be the responsibilities of agency/firm.
7. In case of break down / servicing / repair, the contractor shall provide alternate vehicle of same/higher (rate will not change) Make and model failing which vehicle shall be hired from any other source / sources at the risk and cost of the contractor.
  - a. In case Commercial Vehicle of model registered in 2016 or later is not available, older Vehicle (Not older than model registered in 2016) to be used only sparingly for emergency situations for period not exceeding 5 days in a month) in good condition must be sent with consent of Hotel Kalinga Ashok. However payment will be reduced by 20% of the bill for the period on pro-rata basis. In case the days exceed 5 in a calendar month, payment will be reduced by 50% of the bill for the period exceeding 5 days on pro-rata basis.
  - b. In case of non-reporting / refusing to provide the requisite Vehicle, the same may be hired from any other source(s) at the risk and cost of the contractor, besides any other penal action including termination of contract.
  - c. The maintenance cost, charges of fuel (petrol/diesel/cng), road tax, permit fee, challans against violation of traffic rules or any other reason, salary of the driver, the overtime and mobile phone charges of driver etc . are the responsibility of the contractor.
  - d. Insurance: The provided vehicle must be fully and comprehensively insured covering the risk to the driver, user, and third party .
  - e. The Contractor shall be fully responsible for any loss or damage to the vehicle, occupant and third party and shall be liable to pay full compensation for any injury or any other loss including loss of life.
  - f. Hotel Kalinga Ashok reserves the right to get the meter calibrated or checked at any time at its sole discretion and in the event of any error / fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action which may even lead to termination of Contract.
  - g. The Vehicle sent to Hotel Kalinga offices on Hotel Kalinga Ashok requisition must have all relevant documents like registration Book / Driving license / Insurance / Road Tax Receipt / Permit fee / pollution certificates / mobile phone etc. The vehicle should be licensed and shall conform to all Govt. rules and regulation being in force from time to time.
  - h. In case of non-availability of vehicles with the bidder / contractor, commercial vehicles other than those owned by the bidder / contractor may be provided as an adhoc arrangement only but not older than model registered in 2016 and should be replaced by own vehicle at the earliest opportunity in any case within one month failing which a penalty of 20% on the bill on pro-rata basis will be deducted.

- i. The agency must provide the list of Vehicles along with photocopy of the Registration Documents of all the vehicles duly attested/notarized and certified by the owner of Contractor / Agency before resuming services. In case of supply of vehicle beyond the list, the photocopy of the Registration Book duly attested / notarized and certified by the owner of Contractor / Agency shall be submitted along with the bills. However, the original registration paper shall be provided by the Agency on demand in case any further verification is required in case of any doubt. In case agency fails to provide sufficient documentary evidence, 30% deduction from bill shall be made.
  - j. Necessary entries for the journey performed will be made in the log book. Driver of the vehicle shall record the particulars of journey in the log book and get the signatures of the officials of Hotel Kalinga Ashok using the vehicle each time when the journey is completed. Such log books complete in all respect shall be required to be submitted to administration division at the end of each calendar month along with monthly bills of contractor.
  - k. The agency/firm shall not sublet, transfer or assign the contract or any part thereof without the written approval of Hotel Kalinga Ashok. In the event of the agency/firm contravening this condition, Hotel Kalinga Ashok will be entitled to terminate the contract and claim damages.
8. The agency shall provide Odisha registered vehicles (Petrol/Diesel) of Model registered in 2016 or later as per our requirement. All the cars shall carry first aid box, Stepney, toolbox, fire safety equipment, tissue box and clean hand towel.
  9. If the vehicle does not report at the requisitioned time or is not found in good condition or without proper documents, the vehicle may be rejected and sent back. No payment shall be made on account of car so rejected.
  10. In case of break down the contractor shall provide alternate commercial vehicle of same/higher category failing which the touring executive(s) will be allowed to hire any Vehicle and complete the journey and the amount thus incurred shall be recovered from the bills of the contractor.
  11. All kinds of repairs / maintenance cost, charges of fuel, oil, lubricant, fee towards licenses/registration taxes such as road tax, permit fee etc., challans, salary, overtime of the driver, insurance premium etc. are the responsibilities of the contractor and shall be borne by the Contractor all along. ITDC will reimburse toll tax, DND tax, State tax and parking charges wherever incurred on submission of original receipt. The driver to be provided with petty cash for the purpose.

## 12. **PENALTY**

In case of any delay / deficiency / deviations from the agreement in providing services, Hotel Kalinga Ashok reserves the right to recover from the vendor penalties as indicated in clause 13 below, including forfeiting Contract Performance Guarantee:

Sl. No	Nature of default	% penalty of per day hiring charge of requisite vehicle (Calculated on pro-ratabasis)	Mode of Deduction as penalty
1	Late reporting (Beyond 30 Minutes)	10%	Deduction from bill
2	Indecent behaviour of driver	10%	-Do-
3	Improper condition of vehicle interior/exterior	15%	-Do-
4	Driver with dirty uniform, unpresentable / body odour	10 %	-Do-
5	Older vehicle than model registered in 2016 (not older than model registered in 2016) for upto 5 days in a calendar month (to be read with clause no. 37 of scope of work at Annexure 1)	20%	-Do-
6	Older vehicle than model registered in 2016 model (not older than model registered in 2016) for more than 5 days in a calendar month (tobe read with clause no. 37 of scope of work at Annex 1	50%	-Do-
7	Providing cars which are not owned (from other sources- Commercial vehicle only) – to be read with clause 44 of scope of work at Annexure 1)	20%	-Do-
8	Inability to provide sufficient documentary evidence (to be read with clause 45,46 of scope of work at Annexure 1)	30%	-Do-
9	Car with private number plate	100%	-Do-

The occurrence shall be reported to the concerned agency as well as to GM Hotel Kalinga Ashok by the user for necessary action. The complaint will be examined in consultation with the agency by Hotel Kalinga Ashok and his decision will be final and binding on the agency.

**13. PAYMENT & REIMBURSEMENT**

The agency shall submit bills, in duplicate within the first week of each month for the preceding month for release of the payment to the concerned Division complete in all respects along with log book and monthly statement of journey. TDS as applicable shall be deducted from the bills of agency. Bill having cutting and over writing shall not be entertained. No advance payment shall be made under any circumstances.

**14. METER TEMPERING**

Agencies would ensure proper sealing of milometer. Hotel Kalinga Ashok reserves the right to get the meter calibrated or checked at any time at its sole discretion. Tempering of meter reading and misbehaviour of driver shall be viewed seriously, leading to even cancellation/termination of contract and forfeiture of security deposit. In the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action.

**15. STATUTORY REQUIREMENTS**

The cars sent to Hotel Kalinga Ashok office on requisition must have all relevant documents like registration Book/ Driving license/ Insurance/ Road tax Receipt/ Permit for Passenger Taxi/ Pollution certificate etc. The vehicle should be licensed and shall have valid Odisha permits for plying in Bhubaneswar area such as Konark, Puri, Satpara, Gopalpur, Chilka, Cuttack, Khandagiri, Udaygiri/any other areas in addition to Bhubaneswar in case of local journey. The vehicle should conform to all Govt. rules and regulation being in force from time to time.

Compliance of all statutory obligations like Industrial Disputes Act, workmen's compensation Act, Contract labour (R&A) Act, Motor Vehicle Act etc, shall be ensured by the agency. The agency shall indemnify and shall always keep Hotel Kalinga Ashok indemnified against any liability due to non-compliance of statutory obligations by the agency or any of its agents/servants/driver or for any reason whatsoever. The agency will be responsible for the conduct of their staff.

16. The clauses in agreement must be read together with clauses in tender document and pre-bid integrity pact.

The parties hereby sign this Agreement at ..... .. on .....

Hotel Kalinga Ashok  
Name of the Officer  
Designation

M/s  
Chief Executive Officer

Witness

Witness

1. -----

1. ....

2. ....

2. ....

**Signature and Seal**

**Signature and Seal**