

INDIA TOURISM DEVELOPMENT CORPORATION LTD.

UNIT: Hotel Kalinga Ashok

Ref.No:-HKA/MM&D/Mineral Water/2019

Dated: -04.01.2019

Sealed tenders are invited from manufactures and authorized distributors for supply of packaged drinking water in Hotel Kalinga Ashok for a period of one year on staggered delivery schedule basis as per specification given in the Tender documents for **Hotel Kalinga Ashok, Gautam Nagar, Bhubaneswar.**

The tender should be submitted in the prescribed format in two bid system i.e. Technical Bid and financial bid. The tender documents containing detailed specifications, Terms & conditions of Supplies can be downloaded from websites: www.eprocure.gov.in , www.hotelkalingaashok.com or through a link- Tenders > E-procurement on website www.theashokgroup.com and contact to Incharge (MM&D), **Hotel Kalinga Ashok, Gautam Nagar, Bhubaneswar.**

The cost of tender document fee is NIL. The tenderer will have to submit the earnest money deposit (Refundable) of Rs. 2850.00 (Rs. Two Thousand Eight Hundred Fifty Only) in the form of Demand Draft in favour of "Hotel Kalinga Ashok" by any bank, payable at Bhubaneswar along with the technical bid, EMD can also be enclosed with techno-commercial bid. In case of failing, their tender shall summarily be rejected.

The last date of receiving the tender is up to 2.00 P.M. on 23.01.19 in the Tender box placed at near security control room of **Hotel Kalinga Ashok, Gautam Nagar, Bhubaneswar** & the technical bid will be opened on the same day at 3.30 P.M. in the presence of intending bidders. Financial bids of only those tenders whose technical bid will be intimated to only technically qualified tenderers. The Management reserves the right to accept/reject any or all tenders without assigning reasons thereof.

FOR Hotel Kalinga Ashok

Incharge (MM&D)

TENDER NOTICE

HOTEL KALINGA ASHOK

Gautam Nagar, Kalpana Square
Bhubaneswar751014

Sub:- Tender for supply of Packaged drinking Water in Hotel Kalinga Ashok .Bhubaneswar

Tenders are invited from direct manufacturers and authorized distributors for supply of packaged drinking water in Hotel Kalinga Ashok for a period of one year on staggered delivery schedule basis.

- 1) Sealed tenders are invited for supply of packaged drinking water in Hotel Kalinga Ashok in two bid system as per terms and conditions indicated in the tender documents. The bidder is expected to examine all instructions, forms, terms and conditions in the bidding documents. Failure to furnish all information /documents as asked for in the NIT or submission of tender not substantially responsive to the NIT in every respect will be at bidders risk and may result in rejection of its bid. The tender documents can also be obtained from the office of the In charge-MMD, Hotel Kalinga Ashok on any working day up to 2 PM on or before 23.01.2019. Alternatively, the tenders can also be downloaded from website- eprocure.gov.in, www.hotelkalingaashok.com or through a link- Tenders > E-procurement on website www.theashokgroup.com from 04.01.2019 onwards. The tenders should be submitted in a sealed cover duly super scribed as '**TENDER FOR PACKAGED DRINKING WATER IN HOTEL KALINGA ASHOK**' addressed to In charge-M.M.D, Hotel Kalinga Ashok, Goutam Nagar, Kalpana Square, Bhubaneswar-14. The **techno-commercial bid** (refer **Annexure-A**) should be accompanied with the required E.M.D deposit in the form of Demand Draft payable at Bhubaneswar in favour of 'HOTEL KALINGA ASHOK'. All the relevant document should be inserted/ enclosed in a larger envelope super scribed as 'Tender for Packaged drinking water in Hotel Kalinga Ashok' .No cheque shall be accepted towards EMD.
- 2) The sealed tenders are required to be deposited in the tender Box kept near security control room of Hotel Kalinga Ashok on or before 23.01.2019 up to 2.00 PM. The bids will be opened on the same day at 3.30 PM. in presence of intending tenderers. No tender would be accepted after 2.00 PM.
- 3) The tender / bids shall be deposited as per guidelines and instructions mentioned in the Notice Inviting tender The bidder is expected to examine/peruse all the terms and conditions in the NIT before submission of tender .Failure to furnish all information /documents as asked for in the NIT or submission of a bid not responsive to the NIT in any respect will be solely at bidders risk and responsibility since it may result in rejection of the bid.

5. An amount of **Tender Document Fee** is **NIL** and Rs.2850/- Rupees Two thousand eight hundred fifty only (refundable after award of tender without interest) towards **Earnest Money Deposit (EMD)** is to be deposited in the form of Demand draft in favour of 'Hotel Kalinga Ashok' payable at Bhubaneswar .

Please submit your tender in two envelope system

1. Techno commercial bid Annexure "A-B"
2. Financial bid Annexure "C"

The techno commercial bid in a separate sealed envelope super scribing '**Technical Bid**' and shall be consisting of Annexure "A-B" along with EMD of Rs. 2850/- in the form of Demand Draft in favour of Hotel Kalinga Ashok, by any bank payable at Bhubaneswar should be dully filled in all respect & signed by the signature with seal. The financial bid Annexure "C" in a separate sealed envelope super scribing financial bid shall be consisting of quoted rates of items.

Both the sealed envelopes (Techno Commercial Bid & Financial Bid) shall be placed in the third large sealed envelope super scribing "**Tender for supply of packaged drinking water in Hotel Kalinga Ashok, Bhubaneswar**" and addressed to **I/C(MM&D), Hotel Kalinga Ashok, Gautam Nagar, Bhubaneswar**.

The third sealed envelope shall be dropped in the tender box placed at Hotel Kalinga Ashok, Gautam Nagar, Bhubaneswar on or before 23.01.2019 . up to 2 PM. The technical bid shall be opened in the presence of tenderers who wish to be present themselves on the same day at 3.30 P.M.

6. The management reserves the right to accept or reject all/any offer without assigning any reason or split the order in more than one parties.
7. The material is required on 'as and when required basis' and staggered delivery schedule basis and that the supplies should be completed as per given delivery schedule failing which a penalty of 1% per week will be imposed for the undelivered supplies for first four weeks and 2% penalty be charged per week for next four week and after that the order stands cancelled and the security amount deposited by the party shall be forfeited.
8. The financial bids of only technically qualified parties will be opened.
9. Validity of offer should be for a period of 120 days from the date of opening of the tenders.
10. Conditional tenders are liable to be rejected.
11. Disputes if any, arising out of this tender shall be subject to jurisdiction of courts Bhubaneswar only.
12. The Hotel Kalinga Ashok reserves the right to purchase the required items from open market from

any other source if the contractor/supplier fails to supply the required items as per delivery schedule and price difference, if any, will be recovered from the pending bills/ Security amount deposited by the contractor.

13. The successful tenderer has to deposit security money (refundable) without interest @ 5% of tender value within 7 days of award of contract which will be refunded after successful completion of the contract period. No interest will be paid on security deposit.
14. The rates should be quoted on F.O.R Hotel Kalinga Ashok basis, and inclusive of all taxes and levies.

16. The supplier should supply the material strictly as per delivery schedule apprised on phone or in person and the hotel management reserves the right to refuse the supplies received after due date and as per requirement and procure the supplies from open market at the risk, cost and responsibility of supplier and any excess amount if paid shall be debited to the suppliers account.
17. The average annual financial turnover of firm during the last 03 years ending 31st march of previous financial year should be at least 30% of estimated cost. The quantities mentioned in the tender documents are estimated quantities and actual requirements may vary.
18. Guarantee –In case of defective material, the same will be replaced by the supplier at its own expense / free of cost.
19. Failure – If the supplies are not as per specifications or approved sample or the supplier fail to carry out any of the terms and conditions of supply, the concerned unit reserves the right to cancel the order wholly or partially or can ask the supplier for replacement or accept the quality subject to suitable reduction in rates for which the supplier shall have no claim whatsoever against Hotel Kalinga Ashok. In event of such cancellation/replacement the unit reserves the right to recover the liquidated damages in terms or penalty/risk purchase clause. The decision of the accepting authority shall be final and binding on the supplier.
20. The rates tendered shall be institutional rates and will remain firm for a period of one year from the date of issuance of contract. No increase during the currency period of contract shall be entertained and conditional tenders are liable to be rejected.
21. In case on non-acceptance of contract, the EMD deposit will be forfeited and future business discontinued.
22. In event of dispute arising between supplier and the unit during the currency of the contract or after conclusion thereof the same shall be referred to the sole arbitration of the Chairman and Managing Director of ITDC or the officer appointed by him whose decision shall be final and legally binding on the parties and there will be no objection to this effect that the officer who has been appointed by the C&MD is an employee of the corporation or that in course of his dealing with the official matters he had expressed any opinion on this subject.
23. Any dispute arising of the contract will fall under jurisdiction of Bhubaneswar.
24. The supplied items should be of best quality and if at any stage the product is found to be unsuitable, the same shall be rejected by hotel. The decision of quality approving authority shall be binding.
25. Hotel Kalinga Ashok reserves the right to extend the contract for period of 3 months on expiry of contract on the same rates /terms and conditions on mutual consent.
26. In case it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof , that one or more of the eligibility conditions have not been met by the applicant, or the applicant has made material misrepresentation or has

given any materially false information, the applicant shall be disqualified forthwith, if not, yet appointed as the contractor/supplier and if the applicant has already been issued the L.O.A or has entered into the contract, as the case may be, the same shall ,notwithstanding anything to the contrary contained therein be liable to be terminated along with forfeiture of E.M.D / performance security by a communication in writing by the corporation to the applicant, without the corporation being liable in any manner whatsoever to the applicant and without prejudice to any other right or remedy which the corporation may have under the bidding documents, the contract or under applicable law. Besides, the corporation reserves the right to blacklist the applicant for any future dealings along with initiations of appropriate penal action as per the applicable law.

27. Bidders under Micro, small and medium (MSME) development act 2006 are exempted from paying tender form fees and EMD deposit on enclosing of the requisite certificate issued by authorities. In case of eligible Micro and Small Enterprises (MSE) quoting within the price band of L-1 rates + 15% may be allowed to supply up to 20% of the total Tender Value (including 4% reserved for SC/ST entrepreneurs) provided that it matches the final negotiated rates of the L-1 party. In case of more than one such eligible MSE the specified quantum of supply will be divided equally provided all eligible MSME's match the final negotiated rates of L-1 Party.
28. All the parties have to sign the pre-contract integrity pact as per format given in **Annexure-B** and enclose it along with technical bid.
29. The hotel reserves the right to split the contractual quantity with one or more supplier or maintain a parallel contract or reject the bids /bid without assigning any reason.
30. The rates tendered shall be best institutional rates.
31. The successful bidder is required to enter into agreement with Hotel Kalinga Ashok as on Rs 100/- Non-judicial stamp paper as per **Annexure-D**
32. The contractor shall be solely responsible for maintaining good hygiene and ensuring Good Manufacturing Practices in his facilities as well as ensuring good quality and purity of the raw material used in the preparation of the material supplied. In case of any adulterated or substandard material is found supplied, the Contractor shall be solely liable for the Civil and Criminal actions under the Food Safety Act 2006 (FSA) and applicable safety standards/rules as amended from time to time and Specifications of Food Safety Standards Authority of India (FSSAI) or any other Act in force at the time. The Contractor shall be solely responsible for the compliance of provisions of the relevant Acts.
33. The bottles should be of food grade .The product should conform to quality Standards specified by B.I.S. /ISO9002/HACCUP/FSSAI. Regarding quality of material, the supplier will be responsible for the same and if required, the hotel reserves the right to get the material analyzed from any reputed laboratory at the expense of supplier. The hotel reserves the right to split the contractual quantity with one or more supplier or maintain a parallel contract or reject the bids /bid or cancel the tender without assigning any reason.

34. In case of breach of any of the conditions stipulated herein the Hotel Kalinga Ashok shall be at liberty to terminate the contract without prejudice to the right of the Hotel Kalinga Ashok to claim damages on account of breaches thereof as well as risk cost till the original expiry date of the agreement.
35. The Hotel Kalinga Ashok reserves the right to visit the manufacturing facility of prospective parties.
36. The Contractor shall not directly or indirectly promise to pay or give, or permit to be given to any officer or any other persons employed by or under the authority of the Corporation money or gratuity, commission, fee or reward for any reason, matter, thing or any in way relating to the obtaining, in making the supplies hereby contracted for or performance of the contract.
37. The Contractor shall not assign or subcontract the present Contract or in any manner allow any other person or persons to interfere in the management or performance of the Contract, without the written permission of the hotel.

In-charge-MMD
HOTEL KALINGA ASHOK
Bhubaneswar-14

Techno-Commercial Bid

Supply of Packaged Drinking Water in Hotel Kalinga Ashok

1. Name of the firm _____
Address _____
Telephone No. _____

2. Name of Bankers with account number _____
 (Bank performance certificate be enclosed) _____
 RTGS No _____
 IFSC CODE _____

3. Status Proprietary /Partnership/ regd. Or un regd Pvt./Public Ltd. Co.(Pl enclose self-attested copy) _____

4. P.A.N. No.(Pl enclose self-attested copy) _____

5. GSTIN (Pl enclose self-attested Copy) _____

6. Copy of Profit and loss account and Balance sheets for the last 01 years be enclosed (for the year 2017-18. _____

7. Details of past experience in the same trade. _____
(please enclose self-attested copies of orders received from Hotel / institutions during the last 03 years)

8. EMD Amount Rs 2850/- deposit details _____

(Refundable without interest)

9) Whether exempted from payment of -----
EMD under MSE's act
(if yes Pl enclose self-attested copy of certificates
Issued by authorities).

10) Please enclose duly signed integrity pact as per -----
Format given in Annexure- B.

11) The Schedule of requirement is given below-

<u>S.NO</u>	<u>APPROX QTY REQD</u>	<u>BRAND QUOTED/ BTL CONTENT / CASE VOLUME</u>	<u>BRAND AND PACKING DETAILS</u>	<u>ANY OTHER TECHNICAL SPECIFICATION</u>
1	PACKAGED DRINKING WATER 1000 ML WATERPACKED IN CLEAN, TRANSPARENT AND HERMETICALLY SEALED PET BOTTLES OF FOOD GRADE, ISI MARKED	548 CASES X 12 BTLs EACH CASE= 6576 BTLs	BRAND:----- BOTTLE CONTENT=----- ML 1 CASE=----- BOTTLES	
2	PACKAGED DRINKING WATER 500 ML WATERPACKED IN CLEAN, TRANSPARENT AND HERMETICALLY SEALED PET BOTTLES OF FOOD GRADE, ISI MARKED	360 CASES X 24 BTLs EACH CASE =8640 BTLs	BRAND:----- BOTTLE CONTENT=----- ML 1 CASE=----- BOTTLES	
3	PACKAGED DRINKING WATER 200 ML	1 case x 48 btl each case = 48 Btl	BRAND:----- Bottle Content 1 Case Bottles	

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

(SIGNATURES OF PARTY

WITH OFFICIAL SEAL)

Check List of documents to be attached along with techno commercial bid -

- Status of firm and banker details along with bank performance certificate..
- MSME Self attested copy of certificate & relevant documents (if applicable).
- Self-Attested Copy of PAN Number to be enclosed.
- Self-Attested Copy of GST Number to be enclosed.
- Copy of Profit and loss account and Balance sheets for the last 01 years be enclosed (for the year 2017-18)
- Details of past experience in the same trade (please enclose self-attested copies of orders received from Hotel / institutions during the last 03 years)
- EMD Amount Rs 2850/- deposit in shape of bank draft / MCR
- Samples of packaged drinking water should be positively submitted in the office of In-charge-MMD Hotel Kalinga Ashok on or before the closing date for receipt of tenders.
- Pre contract Integrity pact as per Annexure-B.

PRE- CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2019, between, on one hand, the President of India acting through Shri _____, General Manager, Hotel Kalinga Ashok (Unit Of India Tourism Development Corporation Ltd.), Ministry of Tourism, Government of India (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in Office and assigns) of the First Part and M/s. _____ represented by Shri _____, Chief Executive Officer(hereinafter called the “ BIDDER/ Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part. WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealing prior to, during and subsequent to the currency to be entered into with a view to :Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

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

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

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

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

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

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

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

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

intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

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

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

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

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

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

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

3.13 The BIDDER shall lend to or borrow any money firm or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. **Previous Transgression**

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

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

5. **Earnest Money (Security Deposit)**

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

- i. Bank draft or a Pay Order in favour of _____.
- ii. A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- iii. Any other mode or through any other instrument (to be specified in the RFP).

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

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

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

Sanctions for Violations

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

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit / Performance Bond(after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para.6 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. **Fall Clause**

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and if it is found at any stage that similar product/

systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

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

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

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

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

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

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

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

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

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or it's agencies shall be entitled to examine all the documents including the Books of

Accounts of the BIDDER and the BUYER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **Law and Place of Jurisdiction.**

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

11. **Other Legal Actions**

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

12. **Validity**

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

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

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

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

BIDDER
CHIEF EXECUTIVE OFFICER

Witness

1. _____

1. _____

2. _____

2. _____

*Provisions of these clauses would need to be amended / deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

ANNEXURE-C

FINANCIAL- BID

ANNUAL RATE CONTRACT FOR SUPPLY OF PACKAGED DRINKING WATER IN SAMRAT HOTEL

Sl.No	ITEM	QUANTITY	BRAND QUOTED	RATE QUOTED PER CASE
1	Packaged Drinking Water 1000 ml water packaged in clean, Transparent and hermetically sealed pet bottles of food grade, ISI marked.	548 cases x 12 Btl each case = 6576 Btl	Make	Rs. ----- Per Case. _____ (1Case = _____ Btl)
2	Packaged Drinking Water 1000 ml water packaged in clean, Transparent and hermetically sealed pet bottles of food grade, ISI marked.	360 cases x 24 Btl each case = 8640 Btl	Make	Rs. ----- Per Case. _____ (1Case = _____ Btl)
3	Packaged Drinking Water 1000 ml water packaged in clean, Transparent and hermetically sealed pet bottles of food grade, ISI marked.	1 cases x 48 Btl each case = 48 Btl	Make	Rs. ----- Per Case. _____ (1Case = _____ Btl)

Other Terms and Conditions:-

*GSTIN - _____

*Cartage- NIL (FOR HOTEL)

Validity of offer - 120 days.

*Payment Terms - 30 Days credit.

*All other terms and conditions _____

(SIGNATURES OF PARTY WITH SEAL)

AGREEMENT

“This Agreement is made at Bhubaneswar on this the _____ day of _____ 2019 between Hotel Kalinga Ashok (a unit of India Tourism Development Corporation Ltd) a Govt of India Undertaking having its Registered Office at Scope Complex, Core-8, Lodi Road New Delhi – 120003) through Mr/Mrs _____ General Manager (hereinafter referred to as the First Party or Corporation) which expression shall unless the context otherwise required shall mean and include its successors and assignees of the one part:” And M/s

_____, a Company duly incorporated under the Indian Companies Act/Proprietor/Partnership, through Shri _____ its (designation), who is duly authorized to sign this Agreement, having its registered office at _____. (hereinafter referred to as the Second Party or the Contractor or Supplier) which expression shall unless the context otherwise required shall mean and include its successors and assignees of the other part: Whereas the Corporation has invited quotation for supply of packaged mineral water in Hotel Kalinga Ashok as per the specifications given the tender document. And whereas pursuant to the said tender, the contractor has submitted its tender. And Whereas based on the representations made by the Contractor and being found eligible, the Corporation has agreed to award the contract to the Contractor. An Whereas the parties wish to adduce the terms and conditions for the said supply in writing as under :-”

1. That the contractor shall inspect weight and quantities supplied before delivery of same. The quality supplied should match the given specification all the time.
2. That all the supplies should be warranted to be of the nature and quality with it/these purport to be under FSSAI act in force or any other act as amended from time to time and for any problem, which arises thereof, the supplier will be entirely responsible. The contract hereby undertakes that the supplies that would be fit for use as per safety guidelines in force.
3. That the Corporation reserves the right to reject any supplies for not confirming to the approved sample/required standard/specification at its discretion and such a decision shall be final and binding on the contractor. The contractor shall have to collect the rejected goods from the Delivery Point failing which Corporation reserves the right to purchase the goods from any other source and recover the cost from the Contractor.
4. That in the event of transpiring that the material delivered is not in accordance with the approved sample, the entire quantity will be rejected and the contractor will be responsible for replacing the rejected material with supplies conforming to proper specification and/ or reimbursing the Corporation for loss sustained on this account. The delivery shall be completely hygienic and conforming international standards.

5. That timely supply will be the essence of the contract and if the material is not delivered within the specified period, Corporation reserves the right to purchase the goods from alternate source at the 'cost & risk' of supplier. Now it is hereby agreed between the parties as follows: -

a) The supply will commence from_____and shall remain in force (unless terminated earlier as provided herein after) for a period up to_____. The Corporation also reserves the right to terminate the contract any time and without assigning any reason thereof by giving one Months notice of its intention to do so in writing to the contractor and the contractor shall not be entitled to any compensation by reasons of such earlier termination

b) . The contractor shall be responsible for performing all or any of the services detailed in and arising out of the contract during the day and also at night without any additional remuneration when so directed by the corporation or by any officer authorized in this behalf

c). The corporation reserves the right of placing the contract simultaneously or any time during this period with one or more articles or quantity does not by itself confer a right on the contractor on demand that the supply of all or of any item thereof, should necessarily be exclusively entrusted to him.

d). The contractor shall provide furnish and deliver at the premises of Hotel Kalinga Ashok during the period of this contract commencing from the terminating on the articles of the nature and description specified in the schedule. A hereto annexed and subject to the conditions contained in the said schedule which shall be taken as part of this contract, in such number and quantity as may from time to time be required for and on behalf of the corporation by any officer duly authorized in this behalf at the rates and prices mentioned in the said schedule.

e). The articles shall be of the best quality and of the exact kind, quality and description demanded and shall be liable to be rejected by the company or any officer authorized in this behalf by the corporation to inspect or reject goods supplied by the contractor, if any items be not up to the standard required.

6. In case the said articles or any of them shall be so rejected the said officer shall Not be required to assign or give any reason for such rejection and decision shall be final conclusive and binding upon the contractor. In case of any of the said articles being rejected or not being supplied as aforesaid the corporation shall be at liberty to procure the same or such other articles as may be required in that behalf, at the cost and expenses of the contractor and the contractor shall, upon demand pay to the corporation all such costs charges and expenses and interests as shall upon demand pay to the corporation all such cost charges and expenses and interests as shall or may be incurred or sustained in procuring the same the contractors shall be liable to pay in addition, to the corporation sum of rupees incurred extra at the option of the corporation as liquidated damages for each and every such default or for any such breach of the contract, as often as the same shall happen, the corporation being at liberty to retain the

said sums from the amount of any bills that may or shall become due to the contractor or from Security Deposited by him for the due performance of this contract.

7. The contractor will maintain proper date-wise record of all indents placed on him by the Hotel for effecting supplies, if telephone indents are placed at any time by the Hotel, the contractor shall maintain similar record for the same. They shall ensure that such telephonic indents are followed by written indents subsequently.

8. The packaged drinking water is required for the purpose of guests in the Hotels. Timely delivery is, therefore, the essence of the indent/Purchase Order. In case of delay in delivery, liquidated damages, as deemed fit, may be charged from the defaulting tenderer. The Corporation further reserves the right to cancel the indent/Purchase Order in the event of delayed deliveries, and to issue a fresh Purchase Order on any other source at the risk and cost of the tenderer. After the acceptance of delivery, in case of any complaint received from the guests/users at the time of use of the items, the Corporation reserves the right to deduct the complete cost of the batch supplied and if complaints continue to persist and if there is no remedial action to the satisfaction, then receipts/acceptance of supplies will be stopped forthwith. The Corporation reserves the right to reject defective, loose and cracked items. Supplies not meeting the specifications, or deficient in any other respect, shall be rejected and returned to the tenderer at his cost. Such supplies should be replaced free of charge within 30 days from the date of receipt of the rejected quantity by the tenderer. In the event the product supplied is found to be unacceptable due to lapses in packing or due to deficiencies, the Corporation reserves the right at its sole discretion to cancel the Purchase Order, and to withhold payments. The Corporation reserves the right to cancel the Purchase Order in case of complaints, if any, received regarding quality, quantity, etc. subsequent to receipt of the items against the Purchase Order, which have been established as due to defaults on the part of the tenderer

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

10. The contractor shall not be directly concerned or in any way deal with the officer or other persons employed by or under the authority corporation in making the supplies hereby contracted for, nor shall the contractor either directly give or promise to pay or give or permit to be given to any person in any department under the corporation, money, or gratuity fee or reward for any matter or thing in any way relating to the performance of the contract.

11. The contractor shall be personally responsible for the quality and purity of the material supplied and in case of any adulterated or substandard material found being supplied, the Contractor shall be personally liable for civil and criminal actions under the FSA- 2006 (standards of FSSAI) or any other act for the time being in force, amended from time to time.

The Contractor shall be solely responsible for the compliance of provisions of the relevant Acts.” Supplies must be accompanied by a proper dated challan/advice mentioning therein separately the quantity ordered and quantity supplied in respect of each item.

12. The contractor shall not assign the present contract or in any manner allow any other person or persons to interfere in without the special permission in writing of the said officer on behalf of the corporation.

13. The bills for the articles supplied said may be preferred by the contractor to the corporation within a month from the date of actual delivery of the articles. Any other payment of the contractors bills for the supplies made under these terms and conditions shall be recovered from the contractors from his bills subsequently submitted for payment and if such over payments or any portion thereof is thereafter remitted by the contractor, the corporation shall have the right to recover the overcharges from the security deposit as well. The bills shall be made on proper printed bill from serially numbered and not on letterheads. Tax invoice to be submitted for payment.

14. Any difference or dispute arising out of or related to this agreement will be referred to the sole arbitrator duly appointed by the Chairman and Managing Director of ITDC having its registered office at SCOPE Complex, Core-8. 7- Lodhi Road, New Delhi-3 and the Contractor shall not object to the same. The Arbitration proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act 1996. The Award of the Arbitrator shall be final and binding on both the parties. Save as above, the jurisdiction shall be of Delhi Courts only.”

15. The security amount shall be deposited within ten days of the receipt of acceptance letter from the corporation. This amount shall be retained by the corporation and shall be refundable to the extent not appropriated or adjusted by the corporation in terms of this agreement, after due performance of the contract or audit of accounts whichever is later.

16 The contractor shall affect the supplies before 04.00 p.m. every day. Corporation reserves the right to refuse supplies brought after 04.00 p.m. and will be free to make purchase at his risk and cost.

17 In the event of contract being extended, the management reserves the right to call upon the contractors to continue the supplies for one month in excess of the contracted period at the rates of the immediately preceding month provided such extension is made before next years tenders are accepted by the corporation and communicated to the concerned contractors. Similarly, the management reserves the right to defer the commencement of the supply period by one month.

18. Subject to clause above Bhubaneswar COURTS alone will have jurisdiction. Cost of stamp paper shall be borne by the contractor.

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

IN PRESENCE OF Signed and delivered by the above named contractor

SIGNATURES OF PARTY WITH SEAL

SIGNATURES OF BUYER SEAL

WITNESS
