

NOTICE INVITING TENDER (NIT)
SUMMARY SHEET/SALIENT FEATURE OF THE TENDER

1.	Title of Tender	Tender for Annual rate contract for pest control services at Hotel Kalinga Ashok Bhubaneswar
2.	Product Category	Service
3.	Sub Category	Pest control services
4.	Type of bidding	Two bids (Technical Bid and Financial Bid)
5.	Tender Value	Rs. 1,40,000/-Approx.
6.	EMD Value	Rs. 3500/- (online payment)
7.	Tender announcement/sales start Date	21.12.2024
8.	Last Date & Time of Submission of Bids	06.01.2025 Time 14:00hrs
9.	Date & Time of opening of Technical Bid	06.01.2025 Time 15:00hrs
10.	Pre-Bid clarification start & end date & time	26.12.2024 Time 14-1600hrs
11.	Pre qualification detailed	As per Bid with the desired EMD Uploading document stated in Form -A
12.	Validity of offers	120 days from the date of opening of tender
13.	Details of the contact person for inspection of site/clarification, if any.	I/C MM&D HOTEL KALINGA ASHOK
14.	Contact Person	I/C MM&D Hotel Kalinga Ashok, Gautam Nagar, Pin-751014 Ph-0674-2431055/2432056

SECTION-A

TENDER NOTICE

Tenders are invited for one year starting 2025-26 and may be extended upto next two year. Sealed tenders are invited from reputed & experienced and licensed pest control agencies for rendering the pest control services at Hotel Kalinga Ashok. The tender should be submitted in the prescribed two tiers format i.e. **Techno Commercial Bid & Financial Bid** in the prescribed two tiers format. The tender documents can be downloaded from Company's website – <http://www.itdc.co.in> & www.eprocure.gov.in, www.hotelkalingaashok.com

The techno commercial bid shall be submitted in a sealed envelope super scribed as **“Techno Commercial Bid** and Financial Bid in a separate sealed envelope super scribed as **Financial Bid**. Both these envelopes should be submitted in a large envelope super scribed as **“ANNUAL RATE CONTRACT for Pest control services in Hotel kalinga Ashok, Bhubaneswar”** & E.M.D (Refundable without interest to the unsuccessful tenderers after finalization of tender and adjustable in the Security Deposit for successful tenderer/s.) of an amount **Rs. 3500/-** in form of RTGS/drawn in favor of Hotel Kalinga Ashok, Bhubaneswar should be submitted along with Techno Commercial Bid.

The tendered item should strictly comply with our requirement. Incomplete /conditional offer or tender without EMD will be rejected out rightly. The tender complete in all respects should be dropped in the tender box kept at time office of Hotel Kalinga Ashok **Latest by 06.01.25 up to 1400 hrs. The technical bids will be opened on the same day at 1500 Hrs in the presence of intending tenderers.**

The management reserves the right to accept/reject any or all bid in part or all without assigning any reasons thereof.

Thanking you

I/c MM&D

IMPORTANT INSTRUCTION FOR THE TENDRERS

1. The tenderers should carefully read the clauses here under, before submitting their tender. Clarifications, if any, may be sought prior to submission of tenderers.
2. Tenders (Two Bid System), the Technical and Financial should be completed in all respects and submitted separately in sealed envelopes and both the sealed envelopes should be submitted in larger envelope super scribed as "Tender for _____"
3. Tenders should not accompany or follow any requests for negotiations from Tenderers.
4. The rates quoted should be "NET RATES" the rates should be given in figures as well as in words .No reference to existing or previous rates should be made. Conditional tenders containing alternative proposals/ rates are liable to be rejected. Rates should be quoted strictly according to the unit of the measurement specified against each item. For the evaluation of the tender, the rates quoted shall be presumed for the units of the measurement given in the tender document only.
5. No rates column should be left blank otherwise the highest rate quoted by any other tenderer for items shall be taken for evaluation of the tender. Tenderers are requested to fill/write all the columns and no column should be left blank.
6. Total calculated on the basis of estimated quantities and the rates quoted should also be indicated in 'Amount' column of the schedule. Overwriting is not allowed and cutting on the tender paper should be avoided as far as possible and wherever correction exists, the signatory should attest the same.
7. Please note that "Terms and Conditions" accompanying the tender documents are for general guidance only and successful tender will have to sign an agreement, with amendments, if any, considered necessary by the Corporation.
8. Form 'A' provided with the documents is to be filled up by the tenderer duly supported by documents as desired in Form 'A'.
9. As per the agreement required to be signed, the management reserves the right to call upon the supplier to continue the supplies at the contractual rates for three months in excess of the contract period. Similarly the hotel also reserves the right to defer the commencement of the supply period by three months.
10. Hotel Kalinga Ashok does not take the responsibility for postal delay. Delivery of material shall be for HotelKalinga Ashok, Bhubaneswar.

11. The evaluation of Financial Bid (L-1) shall be carried out on the basis of rates calculation of all Items in totality.
12. In case, it is found during the evaluation or at any time before signing of the contract or after is execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the applicant or the applicant has made material misrepresentation or has given any materially incorrect or false information the applicant shall be disqualified forthwith if not yet appointed as the supplier /supplier and if the applicant has already been issued LOA or has entered into the contract as the case may be the same shall notwithstanding anything to the contrary contained therein be liable to be terminated along with forfeiture of Earnest Money Deposit(EMD) and performance security by a communication in writing by the corporation to the applicant without the corporation being liable in any matter whatsoever to the applicant and without prejudice to any other right or remedy which the corporation may have under the Bidding Documents the contract or under applicable law.

Besides the hotel reserves the right to blacklist the applicant for any future dealing along with intimation of any appropriate penal action as per the applicable law”

13. Conditional tender and tender not accompanied with requisite amount of Earnest Money will be summarily rejected and no correspondence in this regard shall be entertained.

(Signature of the Tenderer)

TERMS AND CONDITIONS

1. Sealed tender for providing Disinfection and pest Control Services at HotelKalinga Ashok in prescribed format are invited from reputed firms/agencies/Suppliers who have a valid license from the local authority to carry out the pest control services with continuous experience of more than three years in Pest Control services in Hotels, Malls etc and M.N.Cs of repute & other govt. institutions. The agency should have offices in odisha with adequate trained manpower's to carry out the pest control services.

E.M.D-The EMD of Rs.3500/- in words three thousand five hundred 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 – PANJAB NATIONAL BANK
Branch Name – HOTEL KALINGA ASHOK
IFSC Code – PUNB0150520
Bank Account Number – 1505050010001

2. **Security Deposit**- A security deposit @10% of the total tender value in the form of irrevocable bank guarantee in favour of Hotel kalinga Ashok, Bhubaneswar valid for a period of **12 months** from the date of award of the contract (No interest will be paid on security deposit) will have to be paid/ deposited by successful tenderers or the EMD Amount which was submitted at the time of applying of the tender can be adjustable in the form of security deposit only for successful tenderers and the remaining amount of the total security deposit has to be paid either in the form of NEFT/RTGS draft in favour of Hotel kalinga Ashok, Bhubaneswar within 10 days of the receipt of acceptance letter from the hotel management/ Corporation.
3. **Micro & Small Enterprise (MSME)**- are exempted from payment of tender EMD deposit for which they need to deposit attested copies of relevant certificates and documents.
4. Tenderers should satisfy themselves for the compliance of all the terms & conditions of this tender notice and should examine the entire area, its surroundings, scope and specification frequency of operation etc. before submission of their tender/quotations and must submit a detailed rate analysis towards their quotations such as monthly cost of labor, cost of chemicals (each value wise and quantity wise) etc.
5. Tenderers should also obtain every prior information to risks, contingencies and other circumstances in their own interest and shall be deemed to have full knowledge to carry out their most effective service to the ultimate satisfaction of the management during any part of the contractual period. Such tenderers who have worked in Standard Hotels and reputed organization shall only be allowed to participate in the tender.
6. Conditional tenders/incomplete quotations shall be summarily rejected and no correspondence or change in rates at any stage shall be entertained.
7. The sealed tender complete in all respects be put in the tender box at time office of Hotel kalinga Ashok by **2.00 PM on 06.01.25** .The technical bids will be opened on the same day i.e **06.01.25 at 3.00 PM** in presence of intending tenderers.
8. Non Toxic, Herbal and Eco- friendly agents shall be used (which is not harmful to human being or affecting the food) in kitchens and rooms or Rest. Any deviations shall be considered as breach of contract and the Management will have the right to recover

liquidated damage as well as terminate the services with immediate effect without assigning any reason. All chemicals, agents, materials procedure should be as per approved local Municipal or health laws and accepted by international standards, standard and application recommended by reputed manufacturers, scientific authorities, institutions etc. may be used. All the material/procedures should conform to ISO 22000 norms/HACCP standards for effective and safe use in kitchen areas. Any deviation shall be considered as breach of contract and the damages as decided by management shall be binding thereby termination the services with immediate effect without assigning any reason.

9. Tenderers shall be entirely responsible to maintain separate records duly signed by the concerned HOD /Section In-charge apart from their challans every month clearly indicating minimum frequency of operation as under: -

SCOPE OF WORK-

The disinfections and pest control services in the unit shall cover the area of operation shall include all Guest rooms, corridors, restaurants, bar and party room/halls, lift pits, manholes, shaft, main kitchen & surrounding area, all stores, public area, all toilets, service rooms, back areas, passages, wet and dry garbage area, workshops, air-conditioning plant, staff canteen and toilets, changing room, lawns and terrace, admin. offices, staff quarter and adjoining area etc. in Hotel kalinga Ashok, Bhubaneswar.

Guarantee –

The tenderes shall guarantee in writing the disinfestations and pest control treatments as services as above-

- a) Will have not any deleterious or injurious effect on the good articles, raw materials of food and beverages items etc.
- b) Will not have any injurious effect on the health of human being.
- a) Will not in any way spoil, discolor, strain, damage or impart permanent or repulsive odors in items of fabrics, upholstery, carpets, furniture’s, fixtures, fittings etc.
- a) The treatment shall further guarantee against reappearance and disinfestations of all pest, rodents, termites, etc. dealt as above over a definite and acceptable periods of time.

LIST OF AREA AND REQUENCY OF PEST CONTROL OPERATIONS

Area	Frequency	PEST
Guest room, public areas, corridors, Restaurants, Bar, Party rooms/hall, guest toilets, passages, staff canteen, staff toilets, Administrative offices, Main store, engineering control rooms, kitchen ,restaurant and bar area, or rest.	Daily	Mosquitoes, house flies & other flying insects/cockroaches/Rats/mice etc.
Kitchen, kitchen stores, ,(including treatment of cupboard, trolleys, racks, working tables and kitchen equipments etc. or any other prone area in the kitchen or surrounding area of it.	Twice in a Week in the night and also as and when required.	Cockroaches/Rats/Mice/others. Intensive treatment at night
Sewerage drain, shafts, main holes(both inside & outside)cracks, creases behind fall ceiling/under carpets etc.	Once in a week/ as and when require	Mosquitoes ,cockroaches, carpet beetles, silver fishes, ants or other pest etc.

10. **Specification and doses of pesticides** to be used for the control of pest in hotel should be as per the recommended dose by the authority/FSSAI/Pesticides act etc as applicable.
11. Tenderers have to keep sufficient numbers of manpower to carry out the required work or at least 01 trained workers with proper uniform shall be required in the shifts as per our requirement. Contractor shall keep sufficient number of pumps everyday for round the clock Pest operation in Hotel Kalinga Ashok, Bhubaneswar. Firms/agencies must be fully equipped with Foggers/mist blowers, dusters, sprayers etc. which will be frequently used in our prestigious hotel and they should have valid insecticide License and other licenses for the jobs. No workers shall be allowed in the hotel premises without written permission from the security dept.
12. Tenderers shall have to be bringing stocks of raw materials/pesticides/chemicals in sealed containers, as far as possible, which will be checked in at security gate for storage at the place allotted by the management for the purpose. The party will make own arrangement for safeguard of material and shall not be entitled to any claim for any loss of material kept at the premises of hotel Kalinga Ashok.
13. The tenderers shall be fully responsible and liable for implementation of Labour Law, PF and ESI etc. social obligations such as minimum wages act etc. besides other statutory obligations in force /law of the land as may be amended from time to time. The tenderers must have valid insecticide license and shall be liable and fully responsible towards poison act, prevention of food Adulteration act etc. as may be amended from time to time.
14. The tenderers shall be fully responsible for the good conduct and behavior of their trained worker during duty hours and Pest complaints either from the Guest or from any of our employee which shall be binding on the tenderers.
15. The payment shall be made monthly on the production of certified bills from the concerned HOD's/Section in charge. Management shall have full right to deduct liquidated damages at a minimum rate of 10% from the bills for unsatisfactory services, deviation from specifications and frequency of operation, besides other penalty for non doing pest control of areas specified as per tender. A certificate of challans of the chemicals brought and used in Hotel Kalinga Ashok under proper entries by Security Department.
16. The successful tenderer will be solely responsible for making all payments in accordance with relevant labour laws in force and hotel will have no liability whatsoever in this regard under no circumstances such cases will be referred to Hotel, Kalinga Ashok, Bhubaneswar will have no liability. The party will be responsible to comply with the provision of Minimum Wages Act, TDS, GST, EPF, ESIC, and payment of Gratuity Act, Workman Compensation Act, Payment of Bonus Act or any other statutory deductions as per the Acts rules as applicable as per law of land. The party shall also pay Service Tax as applicable and must have own Registration Number under EPF, ESIC, and Service Tax etc. and shall be solely responsible to deduct, provide for, pay and deposit with appropriate authorities.
17. **The management reserves the right to reject any or all tenders without assigning any reasons thereof. The management is not bound to accept the L-1 Rates.**

18. Management also reserves the right to place initial work order on trial basis and shall have full right to terminate the services with immediate effect during any part of the contractual period without assigning any reason, which will be binding on the tenderers.
19. This tender notice shall form part of the contract and the validity of the quotation shall be up to 120 days from the date of opening of tenders.
20. This tender notice should be signed legibly by the authorized person or agency and attached along with tender of which each page should also be signed legally as a token of acceptance, careful reading and inspection of the areas.
21. The party will render pest control services including complete eradication of mosquitoes, flies, rats, cats, bats, termite, cockroaches etc in entire hotel area.
22. The successful tenderer will execute the agreement on non-judicial stamp paper of Rs. 100/-.
23. Liquidated Damages @10% of the monthly contract amount shall be recovered from monthly payment towards unsatisfactory performance. The decision of the General Manager of the unit accepting authority shall be final and binding.
24. The officer in charge shall be entitled to draw random samples of the materials being used by the contractor at least once every month or more frequently as and when deemed fit or if so warranted in his opinion and send to any test house for chemical analysis /Biological efficiency test etc. The Contractor will be liable to bear the cost of the material/cost of the material/cost of Analysis etc. and termination of the contract and confiscation of the security deposit and bill if the report is found not as per required standard. The decision of Management shall be final in this regard.
25. Any dispute arising out of contract shall fall under jurisdiction of the Bhubaneswar court. In case of any dispute in respect of interpretation of any terms and conditions mentioned herein. The contract, the same will be referred to General Manager of the Unit or any executive nominated by him in this regard for arbitration. His decision shall be final and binding to both parties. The arbitration proceedings shall be with the arbitration and conciliation act 1996 same as above and Bhubaneswar Court will have jurisdiction.
26. The party will be responsible for an indemnify for any loss or damage to hotel property caused by your staff on account of theft, negligence, unsatisfactory Performance or otherwise.
27. If any injury occur to your workers in the course of this duties or otherwise in hotel premises, the medical treatment will be entirely your responsibility and hotel will not be responsible in any way whatsoever.
28. It must be clearly understood that no relationship of employer and employees exist between Hotel and the workers deployed by you. The providing of this contract is only between you and hotel and therefore, the workers deployed by you cannot at any point of time seek regularization in the services of hotel / ITDC.
29. The party shall be responsible for providing all safety material/equipment for the labour so deployed and shall also be responsible for the losses/damages thereon. Hotel Kalinga Ashok, Bhubaneswar shall be at liberty to claim and obtain adequate compensation from

you for such loss or damage. You are also responsible for obtaining comprehensive insurance coverage for your workers deployed in hotel.

30. In order to bring the material in premises of Hotel kalinga Ashok, the same will be allowed inside the hotel premises. If they are accompanied by proper challan /letter. The entry of manpower deployed by you would be through valid security gate pass. Your staff will enter the hotel from staff gate only.
31. The party will prove the list of workers to be deployed by you to carry out job indicating name, parentage, age, qualifications, address, native address, photograph etc for verification purpose with hotel security. You will verify the antecedents of each worker through local police station. No person have adverse antecedents would be permitted to operate in hotel. The police verification of each worker will be done at your end. The manpower deployed by you should be in proper uniform. The uniform has to be approved by hotel. The worker should not move or loiter about in places other than their designated work spot nor approach guest or visitors for any purpose whatsoever and they should not remain inside the hotel without due permission of security department of hotel.
32. The party will submit the bills at the end of every month and payments of the same will be made after issuance of satisfactory performance report of dep't heads or section in-charge .All payments to ESIC/EPF and other statutory obligations in force shall be made by you and payments of subsequent months shall be made on production of documents pertaining to comply of all statutory obligations in force of the previous months. 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.
33. There should not be any modification in the tender documents which are downloaded from website. The conditional tenders or tenders with overwriting, Scratches etc. are liable to be rejected. 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/documents issued by authorities.
34. The bidder will be required to submit the integrity pact as per format along with techno commercial bid.
35. Any dispute arising of the contract will fall under jurisdiction of Bhubaneswar Court
36. 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 ,not withstanding 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

37. The tenderer shall guarantee in writing the disinfection and pest control treatments as services as above.
- a) Will have not any deleterious or injurious effect on the good articles, raw materials of food and beverages items etc.
 - b) Will not have any injurious affection the health of human being.
 - c) Will not in any way spoil, discolour, strain, damage or impart pungent or repulsive odors in items of bricks, upholstery, carpets, furniture's, fixtures, fittings etc.
 - d) The treatment shall further guarantee against reappearance and reinfestation of all pest, rodents, termites, etc. as above over a definite and acceptable periods of time.

Effective disinfection and satisfactory pest control services designed through a period programmed for eliminating, reducing and controlling and preventing nuisance or damaged and health hazards from:

- i) All varieties of pest via, fly, Mosquitoes, Cockroaches, Ants, bugs, Beetles, moths, Spiders, silver fish and lizards etc
- ii) All varieties of rodents i.e. rats, mice, bats etc
- iii) All varieties of termites

37 RATES MODES OF PAYMENTS.

The rate should include all taxes. Cartage etc. labour charges and no request shall be entertained later on.

- a) The contractor shall maintain a logbook or record books.
- b) Every treatment operations hour be entered legible in this book describing the activities. Location date and time and shift be got initiated by the Section-in-charge.
- c) The book shall be to be inspected and countersigned by the officer-in-charge, daily or later depending upon the frequency of the treatment.
- d) On the basis of the above record the contractor shall submit the bill of each month to which iterates along with the service reports duly signed by the officer concerned. No advance payment impermissible.

EVALUATION OF PERFORMANCES:

Standard of acceptance shall be upto the entire satisfaction of the officer-in-charge and prompt attending to complain treating to past activity. Whether received from guests/ residents/ or from the staff/ section-in-charge of various premises sign the unit.

(Signature of the tenderer)

INTEGRITY PACT

(Integrity Pact is to be executed on a plain paper as per the format of Integrity Pact circulated in ITDC with each page of Integrity pact duly signed by procuring entity's and the bidder's authorized signatory)

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

Between

India Tourism Development Corporation Ltd (hereinafter referred to as ITDC is a Government of India Undertaking) a company duly incorporated and existing under the provisions of the

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 itemscovered 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.

2. The bidder(s)/Contractors(s) commit them self to observe the following principles during participation in the tender Process and during the contract execution:-
 - d. 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.
 - e. 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.
 - f. 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.
 - g. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. And the details as mentioned in the 'Guidelines on Indian Agents of Foreign suppliers' shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in

the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupee only.

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

- e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s)/Contractors who have signed the integrity pact shall not approach the courts while representing the matter to IEM's and shall wait for their decision in the matter.
3. 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 Ban

Section 5: Previous Transgression

3. Bidder to disclose any transgression with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is/are to be reported by the bidders shall be the last three years to be reckoned from the date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

4. 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.

5. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor(s).
6. The Principal will enter into Agreements with identical conditions as this one with all bidders, contractors.
7. 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)

8. The Principal has appointed 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.

9. Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties. The monitor shall examine all the representations/grievances/complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & condition, choice of technology/specifications etc.
10. 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.
11. 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).
12. 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 recues himself/herself from that case.

13. 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.
14. 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.
15. 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.
16. If the Monitor has reported a confirmed suspicion of any offence under the relevant IPC/PC Act to C&MD, ITDC has not taken action within the reasonable time to take action against such offence or has not reported the same to the Chief Vigilance Officer, So the Monitor can also transmit this information directly to the Central Vigilance Commissioner.
17. In the event of any dispute between the management and the contractor relating to those contracts where Integrity pact is applicable. In case, both the parties are agreeable, they may try to settle dispute through mediation before the panel IEMs in a time bound manner. If required the organizations may adopt any mediation before the panel of IEMs in a time bound manner if required, the meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.

In case, the dispute remains unresolved even after meditation by the panel of IEMs, the organization may take further action as per terms & conditions of the contract

18. 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

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

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

21. This agreement must be signed by the duly authorized signatory only. If the Contractor is a partnership or a consortium or joint venture this agreement must be signed by all partners or consortium or Joint Venture Partners. In case of any change in partnership/consortium/Joint Venture the new partner or member will have to sign this document.

It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the organization, the contractor, and the sub- contractor.

22. 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.

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

24. 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

DRAFT AGREEMENT

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

This Agreement made at _____ on this the _____ day of _____ between HOTEL ----
----- (herein after the service provider which team shall, unless
excluded by or its repugnant to the context, be deemed to include his heirs, representations,
successor and assign) having its office at ----- of one part
& Hotel kalinga Ashok, Bhubaneswar A unit of India Tourism Development corporation Ltd.
herein after called the purchaser (which team shall unless excluded by repugnant to the context
to be deemed to include its chairman or Director, Vice Presidents, General Manager of the unit,
Officers or any of them specified by the Chairman in this behalf and shall also include its
successors and assigns) of the other party whereas the constituent unit of the corporation wish
to purchase pest control services for which tenders were invited. And whereas the service
provider has submitted the tender which has been accepted by the purchaser @ Rs.-----
-----/(Rs.-----) per month.

Now it is hereby agreed between the parties as follows-

1. The service will commence from ----- and shall remain in force
(unless terminated earlier as provided hereinafter) for the period upto -----
----- . The corporation also reserves the right to terminate the contract any time and
without assigning any reason, by giving to the contract one month notice in writing of
its intention to do so and the contractor shall not be entitled to any compensation by
reasons of such earlier termination.
2. The service provider shall be responsible for performing all or any of the services
detailed in and arising out of the contract during the day and also at night without any
additional remuneration when so directed by the corporation or by any officer
authorized in this behalf.
3. The corporation reserves the right or placing the contract simultaneously or any time
during this period with one or more supplier as it may think fit, the mere mention of
any articles or quantity does not, by itself confer a right on the supplier to demand that
the supply of all or of any item thereof should necessarily be exclusively entrusted to
him.
4. The pest control services 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 officers
authorized by the unit management.
5. In case the said pest control services or any of them shall be so rejected, the said
officers shall not be required to assign or give any reason for such rejection and the
decision of the officer shall be final, conclusive and binding upon the service provider. In
case any of the said pest control services are rejected or not supplied as aforesaid the
corporation shall be at liberty to procure the same or such other pest control services as
may be required in that behalf, at the cost and expenses of the contractor and the

contractor shall, upon demand pay to the corporation all such costs and charges and expenses. The unit management shall be at liberty to retain the said sums from the amount of any bills that may or shall become due to the contractor or the amount of security Deposit submitted by the service provider for the due performance of this contract.

6. The contractor will maintain proper date and area wise record of all services provided by him to hotel including the details of the pest chemical used for spray, chemical used for control of pest by their staffs/supervisor in any area of the hotel.
7. Service must be accompanied by a proper and dated challan/advice mentioning therein separately the quantity ordered and quality supplied in respect of each items.
8. No guarantee can be given by the corporation as to the definite period of service which the contractor will be required to service at any time throughout the period of contract.
9. The contractor shall deposit with the buyer an amount of Rs-----/- as a security deposit. In the event of the service provider committing any breach of the terms and conditions of the agreement, the purchaser may without prejudice the other rights and remedies be entitled to forfeit the security deposit or any part thereof. In such an event the service provider shall pay in the same manner such additional sum immediately as he may be called upon by the purchaser to pay so that the security deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration of earlier determination of the contract, the purchaser shall return the security deposit or part thereof which has not been forfeited as aforesaid to him, without interest.
10. In case of any 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.
11. The contractor shall not be directly concerned or in any way deal with the officers or other persons employed by or under the authority of the corporation in making the service hereby contracted for, nor shall 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.
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 pest control services supplied as aforesaid may be preferred by the contractor to the corporation within a month from the date of actual delivery of the pest control services. Any other payment of the contractor bills for the supplies made under these terms and conditions shall be recovered from the contractor from his bills subsequently submitted for payment and if such over payments or any portion thereof is thereafter remitted by the contractor, the corporation shall gave the right to recover the overcharges from the security deposit as well. The bills shall be made on proper printed bill from serially numbered and not on letterheads.

14. The corporation shall pay to cause to be paid for approved pest control services as shall be supplied by the contractor and accepted by the officer for an on behalf of the corporation under or by virtue of this agreement at the rates and prices more particularly specified and contained in the schedule 'A' here to annexed. In case there is any rise of prices in the market the supplier will under no circumstances charge higher rates than the supplier rates.
15. In the event of a dispute arising between the contractor and corporation/unit management during the currency of the contract, or after the conclusion thereof the same shall be referred to the sole arbitration of the General Manager of the Unit or any officer appointed by him and the decision given by him shall be final and legally binding on the parties and there will be no objection to this effect that the officer who has been appointed by the General Manager an employee of the corporation.
16. The contractor/service provider will be bound to supply the contracted items for the month in excess of contract rates if required by the above officer to do so.
17. The security amount shall be deposited within ten working days of the receipt of acceptance letter from the corporation. The corporation shall retain this amount and shall be Refundable to the extent not appropriated or adjusted by the corp. In terms of this agreement after due performance of the contract or audit of accounts whichever is letter.
18. The supplier shall affect the pest control service regularly as per the schedules and also as and when required basis as per the tender terms and conditions.
19. In the event of contract being extended, the Management reserve the right to call upon the suppliers to continue the supplies for three months in excess of the contracted period at the rates of the immediately preceding month, provided such an extension is made before next year's tenders are accepted by the corporation and Communicated to the concerned suppliers, similarly the Management reserves the right to defer the commencement of the supply period by one month.
20. Non toxic herbal and Eco-friendly chemical agents shall be used (which is not harmful to any human being or affecting the any food and beverage or food stuff in the kitchen or restaurant or Bar or Guest rooms or in the entire hotel premises or Rest) .Any deviation shall be considered as breach of contract and the management will have the right to recover liquidated damage as well as terminate the services with immediately effect without assigning any reason. All chemicals, agents, materials procedure should be as per approved local Municipal or health Laws and accepted by international

standards, standards and application recommended by reputed manufacturers, scientific authorities, institution etc. may be used. All the materials/procedure should conform to ISO 22000 norms/HACCP Standards for effective and safe use in the kitchen areas. Any deviation shall be considered as breach of contract and the damage as decided by Management shall be binding thereby termination the services with immediate effect without assigning any reason.

21. Contractor shall be entirely responsible to maintain separate records duly signed by the concerned HOD/section in charge apart from their challans /bills every month clearly indicating minimum frequency of the operation.

Area	Frequency	PEST
Guest room, public areas, corridors, Restaurants, Bar, Party rooms/hall, guest toilets, passages, staff canteen, staff toilets, Administrative offices, Main store, engineering control rooms, kitchen ,restaurant and bar area, or rest.	Daily	Mosquitoes, house flies & other flying insects/cockroaches/Rats/mice etc.
Kitchen, kitchen stores, ,(including treatment of cupboard, trolleys, racks, working tables and kitchen equipments etc. or any other prone area in the kitchen or surrounding area of it.	Twice in a Week in the night and also as and when required.	Cockroaches/Rats/Mice/others. Intensive treatment at night
Sewerage drain, shafts, main holes(both inside & outside)cracks, creases behind fall ceiling/under carpets etc.	Once in a week/as and when require	Cockroaches, carpet beetles, silver fishes, ants or other pest etc.

22. Contractor have to keep sufficient number of manpower to carry out the required work or at least 01 trained worker with proper uniform shall be required in the shift as per our requirement. Contractor shall keep sufficient number of pumps/equipments/chemicals etc everyday for the round the clock pest operations in the hotel kalinga Ashok. Agencies must be fully equipped with foggers/mist blowers, duster, sprayers etc which will be frequently used in our hotel premises and they should have valid insecticide license/pest license and other licenses for this job. No worker shall be allowed in the hotel premised without written permission from the security department.
23. Contractor shall have to bring stock of materials/pesticides/chemicals in sealed container as far as possible, which will be checked in at security gate for storage at the place allotted by the management for the purpose. The party will make own arrangement for safeguard of materials used for pest services in hotel and shall not be entitled to any claim for any loss of materials kept at the premised of the hotel.
24. The contractor shall be fully responsible and liable for implementation of Labour law, PF and ESI Etc. social obligations such as minimum wages act etc. besides other statutory obligation in force/law of the land as may be amended from time to time. The contractor much have a valid insecticide license and shall be liable and fully responsible towards poison act, prevention of food adulteration act etc. as may be amended from time to time.

25. The contractor shall be fully responsible for the good behavior/conduct of their worker/staff deployed at hotel or during duty hours and pest complaints either from the Guest or from any of our employee/officers which shall be binding on the contractor.
26. The payment shall be made monthly on the production of certified bills from the concerned HoD'S /Section in charge. Management shall have full right to deduct liquidated damages at a minimum rate of 10 percent from the bills for unsatisfactory services, deviation from specifications and frequency of operation, besides other penalty for non doing pest control of areas specified as per the tender. A certificate of challans of the chemicals brought and used in the Hotels Kalinga Ashok under proper entries by the security department.
27. Subject to above clause COURTS alone will have jurisdiction. Cost of stamp paper shall be borne by the contractor.
28. In WITNESS TO THIS parties above mentioned have to signed the contract on the date and year first stated above.

(Signed and delivered by the contractor or service provider)

Witness –

1-----

2-----

(Signed and delivered by General Manager, HKA)

Witness-

1-----

2-----

CHECK LIST

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

- 1. Experience / completion certificate in the same Trade with Name of the Hotel/Institutions served
(Photocopy of Purchase Order/Agreement/Contract Letter)) last 2 years**
- 2. Details of the office address along with the details of manpower, equipments and chemical used for the pest control services in your letter head.**
- 3. Photocopy of last Income Tax Return (Self attested) last 2 FY.**
- 4. Photocopy of PAN card (Self attested).**
- 5. EMD fee of Rs. 3,500/- (Online payment receipt).**
- 6. Copy of Municipality trade license/License for pest control services (Self attested).**
- 7. Copy of GST registration certificate/ TIN NO if applicable (Self attested).**
- 8. Guarantee undertaking in your letter head for the disinfestations and pest control treatments as services as mentioned in the Terms and Conditions para 10.**

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

Thanking You

Yours Sincerely

(Signature)

Name of the Firm:-

Rubber Stamp

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

To,

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

Sub: - Tender for -----{2025-2026}

Dear Sir,

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

Thanking You

Yours Faithfully

Signature -----

Name and Address of the-----

Firm with Rubber Stamp -----

Telephone No. (O)-----

(R)-----

(M)-----

TECHNO COMMERCIAL BID
ANNUAL RATE CONTRACT FOR PEST CONTROL SERVICES

Sl.No	Particulars	
1.	Name of the Firm	
2.	Address of the Firm	
3.	Name of the Banker with Address & Account No., IFSC Code, RTGS/NEFT details	
4.	Contact No.	
5.	<p>Status of the Firm-</p> <ul style="list-style-type: none"> • Sole Proprietor (Please Indicate name of Sole Proprietor) • Partnership <p>Please state whether</p> <ul style="list-style-type: none"> • Registered/unregistered • Cooperative Society/Private Ltd/Public Limited Co. <p>Supporting Documents such as</p> <ul style="list-style-type: none"> • Partnership Deed, • Memorandum and Articles of Association /Shops & Establishment Act • Registration No. /Municipal License <p>Photocopies of the above Documents must be enclosed</p>	
6.	<p>In case of sole proprietary Concern please indicate name of the sole proprietor-</p> <ul style="list-style-type: none"> • Name of applicant- • Father/husband name – • Age-----Religion----- • Address with phone No- 	
7.	STATUS OF THE SIGNATORY OF (This application in case of Hindu Undividable Family Business /Partnership/ Limited	
8.	Income Tax permanent Account No.(PAN)Self Attested Photostat copy must be enclosed	
9.	Last Assessment of Income Tax Return certificate) (self attested Photostat Copy must be attached)	
10.	TIN/Service .Tax No./Service tax No. details if applicable (Please enclose self attested copy)	
11.	Detail of past experience in the same trade (please enclose self attested copies of order received form Hotel/ institutions.)	
12.	Whether registered with any Govt. agency for rendering pest control services/ Govt. Registration No. / /Municipal certificate for pest control services. (Please enclose self attested copy)	

13.	Details of the office in odisha with the trained manpower and machine available for the pest control services. (Kindly attach the details in your letter head. With sign. And stamp)	
14.	Details of the Non toxic herbal and Eco-friendly chemical agents used for the pest control services. (Kindly attach the details in your letter head. With sign. And stamp)	
15.	Guarantee —The tenderer shall submit guarantee in writing the disinfestations and pest control treatments as services as mentioned in the Terms and Conditions para 10.	
16.	Whether register under MSME ACT and exempted from payment of EMD and tender form fee (if yes, please enclose copy of relevant certificate/document issued)	

The tenderer will be required to undertake the demo of pest mgt. services at their own expense within hotel in the areas specified by A.M(H.O)/Chef/I/c H.K and as per schedule given by hotel Kalinga Ashok.

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

SECTION-G

ANNEXTURE-“A”

FINANCIAL BID
HOTEL KALINGA ASHOK, BHUBANESWAR

ANNUAL RATE CONTRACT FOR PEST CONTROL SERVICES IN HOTEL KALINGA ASHOK, BHUBANESWAR FOR THE YEAR 2025-26

SL.NO	PARTICULARS	Rate per month
1.	Pest control service in Hotel Kalinga Ashok	RS----- PER MONTH (RUPEES----- ----- ----- PER MONTH)

• TAXES/LAVIES IF ANY-----

PLEASE READ INSTRUCTIONS CAREFULLY FOR COMPILANCE

AS PER TERMS & CONDITIONS OF TENDER WHICH WE ACCEPT IN FULL

(Signature of the contract with rubber stamp)

EMD REFUND FORM

Name of the tender applied for: _____ Date: _____

Details of the bidder

Name of the firm: _____

Address: _____

Name of the Authorized Signatory: _____

Contact No.: _____

Email id: _____

Details of EMD submitted:

Cash Deposited: Rs. _____ With: _____

Receipt No.: _____ Date : _____

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

I case of payment through RTGS please provide the

Bank transaction reference number: _____

In case of payment through NEFT please provide the UTR

Number: _____

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

OPGR No: _____

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

Name of Bank: _____

Branch Name & Address: _____

IFSC code: _____

Account No.: _____ Account Type: _____

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

Signature of the authorized signatory

Name: _____

Designation: _____

Official Seal