

**Hotel kalinga Ashok,  
Gautam Nagar, Bhubaneswar, PIN-751014  
PH-0674-2431055/2432056**

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

1.	Title of Tender	<b>Online e-tender for the Annual rate contract for the Supply of Paneer and Sweet items at Hotel kalinga Ashok Bhubaneswar</b>
2.	Product Category	Food products
3.	Sub Category	Panner & Sweets
4.	Type of bidding	Two bids <b>(Technical Bid and Financial Bid)</b>
5.	Tender Value	<b>Rs.8,41,888/-Approx.</b>
6.	EMD Value	<b>Rs. 16,800/- (online payment)</b>
7.	Cost of Tender document(Non Refundable)	<b>Zero</b>
8.	Tender announcement/sales start Date	<b>19.08.2019</b>
9.	Last Date & Time of Submission of Bids	<b>10.09.2019 Time 15:00hrs</b>
10.	Date & Time of opening of Technical Bid	<b>11.09.2019 Time 15:00hrs</b>
11.	Pre-Bid clarification start & end date & time	<b>24.08.2019 Time 1400-1600hrs</b>
12.	Pre qualification detailed	As per Bid with the desired EMD Uploading document stated in Form -A
13.	Validity of offers	<b>120 days</b> from the date of opening of tender
14.	Details of the contact person for inspection of site/clarification, if any.	<b>General Manager/ I/C MM&amp;D HOTEL KALINGA ASHOK</b>
15.	Contact Person	<b>I/C MM&amp;D Hotel Kalinga Ashok, Gautam Nagar, Pin-751014 Ph-0674-2431055/2432056</b>

For any clarification regarding online registration and online submission etc. intending bidders may visit website <https://etenders.gov.in/eprocure/app> & through a link- Tenders > E-procurement on website [www.theashokgroup.com](http://www.theashokgroup.com) & [www.hotelkalingaashok.com](http://www.hotelkalingaashok.com) . Intending bidders, in their own interest, may approach the e tendering helpdesk well in advance to ascertain the requirements to participate in the tender.

**(I/C MM&D)  
HOTEL KALINGA ASHOK**

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## **SECTION-A**

### **INDIA TOURISM DEVELOPMENT CORPORATION LTD.**

**Unit: HOTEL KALINGA ASHOK, BHUBANESWAR**

#### **E- Tender Notice**

**REF: \_\_\_\_\_**

Online tenders are invited for one year rate contract for supply of panner & sweets from the prospective bidders having godown/storage facility at Bhubaneswar and having ----- yrs of experience in supplying to Restaurants/Hotels/ any firms on annual rate contract basis as per specification given in the tender document. The tenders are required to be submitted online in two bid system (technical and financial bids) in the prescribed format. The tenders can be applied from the website <https://etenders.gov.in/eprocure/app> or through a link- Tenders > E-procurement on website [www.hotelkalingaashok.com](http://www.hotelkalingaashok.com) & [www.theashokgroup.com](http://www.theashokgroup.com). The **EMD of Rs.16,800/-** in words sixteen thousand eight 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 – UNITED BANK OF INDIA
- Branch Name – HOTEL KALINGA ASHOK
- IFSC Code –UTBIOHKAK34
- Bank Account Number –1505050010001

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

The scope of work and terms and conditions are given in following pages. The format for financial Bid is at Annexure-III.

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

**CRITICAL DATE SHEET**

Tender Announcement Date	<b>19.08.2019</b>
Pre-bid Meeting & Venue	<b>24.08.2019 (1400 to 1600 Hrs)</b>
Last Date and Time of Tender Submission	10.09.2019 till 15:00 hrs
Date and Time of opening of Techno commercial bid	11.09.2019 at 15:00 hrs
Contact Person	<b>I/C(MM&amp;D)</b>

**Bid Submission:-**

- Bids shall be submitted online only at CPPP website:- <https://eprocure.gov.in/eprocure/app>.
- Bidders are advised to follow the instructions “Instructions To Bidder for Online Bid Submission” provided in the Annexure I for online submission of bids.
- Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- Intending tenderers are advised to visit the I.T.D.C. website:-[www.theashokgroup.com](http://www.theashokgroup.com) and <https://etenders.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment. The quoted item should strictly comply with our requirement given in the tender document. **Incomplete/conditional** offer or tender **without EMD** will be rejected out rightly. The tender completed in all respect must be applied online before the last date and time of tender submission. The Techno Commercial Bid will be opened on the scheduled date and time of opening online bids. Financial Bids of only technically qualified tenders shall be opened at a later date which will be intimated to only technically qualified bidders. The Management reserves the right to accept/reject any or all bids in part or all without assigning any reason thereof.

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INDIA TOURISM DEVELOPMENT CORP. LTD**

**UNIT:HOTEL KALINGA ASHOK, BHUBANESWAR**

**ANNUAL CONTRACT FOR SUPPLY OF PANNER & SWEETS DURING 2019-20**

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

1. Online tenders are invited for **one year rate contract for supply of panner & sweets** to Hotel Kalinga Ashok, Bhubaneswar from the parties having experience in supply of such items in restaurants/hotels.
2. During the process of e-tendering, the bidders must be extremely careful in making their bids and will be fully liable and responsible for the bids submitted by them, including any errors made by them, if any, and no complaints / representation in this regard will not be entertained by ITDC.
3. Supplies will be taken on staggered delivery basis as per requirement. The quantities shown in the list are only estimated requirement for the guidance of the bidders. Management reserves the right to demand quantities in excess or less to any extent than the above estimated requirements and no argument of any kind will be entertained.
4. The rates quoted should be “NET RATES” to be delivered at Hotel Kalinga Ashok, Goutam nagar, Bhubaneswar.
5. Rates should be quoted strictly according to the unit of measurement specified against each item. For evaluation of the bids, the rates quoted shall be presumed for the units of the measurement given in the tender document only.
6. The prospective bidder **should quote for all the items and no rate column should be left blank.**
7. Totals should be calculated on the basis of estimated quantities and the rates quoted should also indicated in the Amount Column of the schedule.
8. Please note that the “DRAFT AGREEMENT” accompanying the tender documents are for general guidance and the successful bidder will have to sign an agreement, with amendments, if any, considered necessary by the corporation.
9. “FORM-A” (as per Annexure-II) provided with the documents has to be uploaded by the bidders duly supported by documents as mentioned in Checklist.
10. As per the agreement required to be signed, the management reserves the right to call upon the supplier to continue the supplies on same terms and conditions for a mutually agreed time period in excess to 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 Unit/corporation and communicated to the concerned supplier. Similarly, the corporation also reserves the right to defer the commencement of the supply period by **three months**.
11. **Security deposit** A security deposit @ 10% of the total tender value through Bank Draft in favour of Hotel Kalinga Ashok, payable at Bhubaneswar 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

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security deposit only for successful tenderers and the remaining amount of the total security deposit has to be paid either in Cash/Demand draft in favour of Hotel Kalinga Ashok, Bhubaneswar within 10 days of the receipt of acceptance letter from the hotel management/ Corporation

12. **E.M.D:-** The EMD of **Rs.16,800/-**(Refundable without interest to unsuccessful parties on finalization of contract) is to be deposited electronically through **NEFT/RTGS** payment in the account of ' **India Tourism Development Corporation Ltd**' at the below mentioned details. The parties must ensure that the E.M.D proceeds are remitted / deposited well in time so that the amount of EMD proceeds are credited in ITDC account before the closing date and time of receipt of online bids failing which the bid will be liable to be rejected.

**BANK Details for EMD Payment through NEFT/RTGS:**

- Name – UNITED BANK OF INDIA
- Branch Name – HOTEL KALINGA ASHOK
- IFSC Code –UTBIOHKAK34
- Bank Account Number –1505050010001

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

13. The bidders registered under Micro and Small Enterprise Act shall be exempted from payment of EMD deposit on uploading of documents issued by concerned authorities. However, such exemptions will be given strictly as per guidelines of MSME act in force and as amended from time to time.
14. All bidders will have to provide their GST number. In case the bidder is exempted, an Affidavit to this effect is to be attached to the tender.
15. All bids will be accompanied by the latest income tax returns for financial year 2017-18 and 2018-19 in respect of bidder. In case the income of the bidder is not taxable, an affidavit to this effect may be attached to the tender.
16. The bidders must submit self attested copy of a valid FSSAI certificate (if applicable). In case **it is not applicable, the bidder must submit an undertaking an affidavit.**
17. Delivery of Material shall be F.O.R Hotel Kalinga Ashok, Bhubaneswar.
18. Payment will be released by the unit directly after 30 days of satisfactory delivery.
19. The financial bids of only technically qualified bidders will be opened and the evaluation of Financial Bid (L-1) shall be carried out on the basis of rates calculation of all Items in totality and tender will be awarded to overall L-1 bidder.
20. 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

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the eligibility conditions have not been met by the bidder or the bidder has made material misrepresentation or has given any incorrect or false information, the bidder shall be disqualified forthwith if not yet appointed as the contractor/supplier and if the bidder has already been issued LOA or has entered into the contract as the case may be the same shall notwithstanding anything to the contrary contained therein be liable to be terminated along with forfeiture of Earnest Money Deposit (EMD) and performance security by a communication in writing by the corporation to the bidder without the corporation being liable in any matter whatsoever to the bidder and without prejudice to any other right or remedy which the corporation may have under the bidding documents the contract or under applicable law. Besides the corporation reserves the right to blacklist the bidder for any future dealing along with intimation of any appropriate penal action as per the applicable law.

21. The successful bidder shall not assign or subcontract the contract or in any manner allow any other person/persons to interfere in the management or performance of the contract without the written permission of Hotel Kalinga Ashok, Bhubaneswar.
22. Conditional bids shall be summarily rejected and no correspondence in this regard shall be entertained.
23. After the scrutiny of the bid documents, corporation reserves the rights to carry out Site Inspection of facilities and to check hygienic conditions of the Godown/Storage/Operational Facility of the intending bidders.
24. In the event of inadequate response i.e. receipt of minimum of three bids, the date of opening techno commercial bid would be extended.
25. It may be marked that the quantities are only the estimated Annual Requirement for the guidance of the bidders and in case of any short or excess in quantities during the period of the contract, the contractor shall not be entitled to claim any compensation or damages.
26. The tenders submitted will be valid for a period of 120 days from the date of opening of the technical bids.
27. In the event of failure on the part of the “supplier” to supply the material, as per the given schedule or short supplies the Unit/corporation shall have the right to make alternative arrangement at the cost, risk and responsibility of the supplier. The supplier shall reimburse the extra cost to the Unit/Corporation and in case of his failure to do so the Unit/Corporation shall have the right to recover the amount from the security deposit of the supplier, any dues owed to the Unit /corporation by the supplier. It should be clearly understood that the Unit/Corporation right and the supplier’s obligation for compensations is not limited to the extent of security deposit and/or the dues owed and the unit/corporation shall have the right to proceed against the supplier for the recovery of its claim in excess of the security deposit and /or the dues available with the Unit/Corporation. The Unit/Corporation has the right to withhold the security deposit and appropriate the same if need be until the dues of the supplier are fully settled.
28. The successful bidder shall indemnify the ITDC from any direct or indirect losses suffered by the Hotel kalinga Ashok due to non compliance under GST Act. It is univocally and explicitly agreed between the parties that as a result of any non compliance on part of supplier under GST which adversely effects the GSTN ratings of Hotel Kalinga Ashok the supplier shall pay a sum as deemed fit by ITDC every non compliance which adversely effects GSTN ratings on ITDC.

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29. In contingency of any non compliance which results into loss of input credit along with interest/penalties or any other monetary loss suffered because of such non-compliance under GST.
30. The supplier will indemnify Hotel Kalinga Ashok against any loss monetary or otherwise arising due to legal proceedings initiated by the tax authorities as a result on non compliance/ default in paying tax by ITDC the supplier shall indemnify Hotel Kalinga Ashok in respect of the recourse action in case of BLACK LISTING under the “compliance rating score” mechanism due to non compliance/ default by vendor.
31. The party will indemnify Hotel Kalinga Ashok for any loss suffered on account of non compliance of anti profiteering clause by party under GST.
32. The party shall ensure that the invoices raised from time to time are timely and correctly reported to their outward return.

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

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

#### **REGISTRATION**

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

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

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



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3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

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

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

**PREPARATION OF BIDS**

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

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

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

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

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

**SUBMISSION OF BIDS**

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

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

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

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The EMD amount should be deposited latest by the last date of bid submission. The details of the details of UTR should be uploaded online along with the technical bid. In case the EMD has not been deposited the uploaded bid will be rejected.

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

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

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

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

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

**ASSISTANCE TO BIDDERS**

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

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

3) For further instructions on the e-submission of the bids interested bidders may refer the website link given below:

<https://etenders.gov.in/eprocure/app?page=HelpForContractors&service=page>

**INTEGRITY PACT**

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

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

Between

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

**And**

M/s. \_\_\_\_\_(name and address of the Individual/firm/company/consortium members) through [mention

details of the duly authorized signatory] (hereinafter referred to as the Bidder/Contractor which expression shall unless repugnant to the meaning of context hereof include its successors and permitted assigns).

Preamble

Whereas, the Principal has floated a Tender [Tender No.] (hereinafter referred to as Tender) and intends to award under laid down procedures, contract(s)/purchase order/work order/ for \_\_\_\_\_(name of the contract/order] or items covered under the tender (hereinafter referred to as the Contract).

Whereas, the Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

Whereas, in order to achieve these goals, the Principal has appointed competent and credible Independent External Monitors (IEM's) for this Pact after approval of Central Vigilance Commission.

Whereas to meet the aforesaid purpose both parties have agreed to enter into this Integrity Pact (hereinafter referred to as the Agreement), the terms and conditions of which, shall be read as an integral part of the tender document and contract between the parties.

Now, Therefore, in consideration of the mutual covenants contained in this Pact, both parties hereby agree as follows:-

**Section 1- Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The principal will during the tender process treat all bidder(s) with equality and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s)

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confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the execution.

- c. The Principal will exclude from the Process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there is a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2- Commitments of the Bidder(s)/Contractor(s)**

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

1. The bidder(s)/Contractors(s) commit them self to observe the following principles during participation in the tender Process and during the contract execution:-
  - a. The Bidder(s) / contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s) /Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act: further the Bidder(s) /Contractors will not use improperly, for Purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical Proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. And the details as mentioned in the 'Guidelines on Indian Agents of Foreign suppliers' shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupee only.

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

- e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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- f. Bidder(s)/Contractors who have signed the integrity pact shall not approach the courts while representing the matter to IEM's and shall wait for their decision in the matter.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section 3: Disqualification from tender Process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or terminate the Contract, if already executed or exclude the Bidder/Contractor from future contract award Processes. The imposition and duration of the exclusion will be determined by the severity of the transgression and action will be taken as per the procedure prescribed in the "Guidelines on banning of business dealings" of the Principal.

**Section 4: Compensation for Damages**

Without prejudice to any rights that may be available to the Principal under law or Contract or its established policies and laid down procedures, the Principal shall have the following rights in case of breach of this Agreement by the Bidder(s)/Contractor(s).

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to the Earnest Money Deposit / Bid Security Amount of the Bidder/Contractor:
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

**Section 5: Previous Transgression**

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this Subject, he can be disqualified from the tender process or action can be taken as per the as per the procedure mentioned in the "Guidelines on Banning of business dealings" of the Principal.

**Section 6: Equal treatment of all Bidders/Contractors.**

1. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor(s).
2. The Principal will enter into Agreements with identical conditions as this one with all bidders, contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign and submit this Integrity Pact along with their Technical Bid for this Tender or violate its provisions at any stage of the tender process.

## **Section 7: Violations of the Integrity Pact**

If the Principal obtains knowledge of conduct of a Bidder, Contractor, or of an employee or a representative or an associate of a Bidder, Contractor which constitutes corruption, or if the Principal has substantive Suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

## **Section 8: Independent External Monitor/Monitors (IEM)**

1. The Principal will appoint competent and credible Independent External Monitor for this Pact after approval of Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The monitor would have access to all contract documents whenever required. It will be obligatory for him/her to treat the information and documents of the bidders/contractors as confidential. He/she reports to the C&MD, ITDC.
3. The Bidder/Contractor accepts that the Monitor has the right to access without restriction to all project documentation of the principal including that provided by the contractor. The contractor will also grant the monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to sub-contractors (if any).
4. The Monitor is under contractual obligation to treat the information and documents of the Bidders(s)/ contractor(s)/ sub-contractors(s) with confidentiality. The monitor has also signed declarations on 'Non- Disclosure of Confidential Information' and of 'Absence of conflict of interest'. In case of any conflict of interest arising at a later date, the IEM shall inform C&MD (ITDC) and recuse himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the C&MD, ITDC within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the C&MD, ITDC, a substantiated suspicion of an offence under relevant IPC/PC Act, and the C&MD, ITDC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

**Section 9 - Pact Duration**

1. This pact begins when both parties have signed this Agreement. It expires for the Contractor 12 months after the last payment under the contract and for all other bidders 6 months after the contract has been awarded.
2. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
3. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Agreement as specified above, unless it is discharged / determined by C&MD of ITDC.

**Section 10 - Other provisions**

1. This Agreement is subject to Indian Law, the place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.
2. Changes and supplements, as well as termination notices need to be made in writing. Side agreements have not been made.
3. This agreement must be signed by the duly authorized signatory only. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members. In case of any change in partnership/consortium the new partner or member will have to sign this document.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this Case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between this Agreement and its annexure, the clause of the Agreement will prevail.

For the sake of brevity, both the parties agree that this Agreement will have precedence over the Tender/Contract documents with regard to any of the provisions covered in this Agreement.

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

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

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

**Witness-1**

Signature:

Name:

Address

**Witness-2**

Signature:

Name:

Address:

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



**DRAFT AGREEMENT**

**SECTION-E**

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

This Agreement made at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ between HOTEL KALINGA ASHOK, BHUBANESWAR (A UNIT OF ITDC) having their Registered Office at Scope Complex, Core-8, Lodhi Road, New Delhi through its General Manager/In charge MM&D, Hotel Kalinga Ashok, Bhubaneswar (hereinafter referred to as the Company)

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

**Now it is hereby agreed between the parties as Follows: -**

1. The supply will commence from-----and shall remain in force (unless terminated earlier as provided here in after) from the period up to -----The Corporation also reserve the right to terminate the contract any time and without assigning any reasons, by given to the supplier one month's notice in writing of its intention to do so and the supplier shall not be entitled to any compensation by reason of such earlier termination.
2. The supplier shall be responsible for performing all or any of the services detailed in and arising out of the contract during the day and also at night without any additional remuneration when so directed by the corporation or by any officer authorized in this behalf.
3. The corporation reserves the right or placing the contract simultaneously or any time during this period with one or more supplier as it may think fit, the more mention of any articles or quantity does not, by itself confer a right on the supplier to demand that the supply of all or of any item thereof should necessarily be exclusively entrusted to him.
4. The supplier shall provided furnish and deliver at the premises of Hotel Kalinga Ashok, Bhubaneswar during the period of this contract commencing from ----- and termination on -----the articles of the nature and description

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specified in schedule 'A' her to annexed and subject to the conditions contained in the said schedule which shall be taken as part of this contract .in such number and quantity as may from time to time be required for and on behalf of the corporation by any officer duly authorized in this behalf at the rates and prices mentioned in the said schedule "B"

- (a) In case the said articles or any of them shall be so rejected the said officer shall not be required to assign or give any reason for such rejection and decision shall be final conclusive and binding upon the supplier,
  - (b) In case of any of the said articles being rejected or not being supplied as aforesaid the corporation shall be at liberty to procure the same or such other articles as may be required in that behalf, at the cost and expenses of the supplier and the supplier shall upon demand pay to the corporation all such costs ,charges and expenses and interests as shall or may be incurred or sustained in procuring the same the supplier shall be liable to pay in addition ,to the corporation a sum not exceeding Rs.300/- 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 of shall become due to the supplier or from security deposited by him for the due performance of this contract.
  - (c) The supplier will maintain proper date-wise record and all indents placed on him by the Hotel for effecting supplied .If telephone indents are placed at any time by the Hotel .The supplier shall maintain similar record for the same. They shall ensure that such telephonic indents are followed by written indents subsequently.
  - (d) Supplies must be accompanied by a proper and dated challan / advice mentioning therein separately the quantity ordered and quantity supplied in respect of such item.
5. No guarantee can be given by the supplier as to the definite volume of supply, which the supplier will be required to supply at any time throughout the period of the contract.
  6. The supplier shall deposit with the corporation, security for an amount of Rs.....as security deposit, for the due performance, of this contract. In the event of failure on the terms and conditions of this agreement, the said deposit shall be forfeited to the corporation. To achieve this effect the corporation can enforce the bank guarantee and appropriate the security deposit also so forfeited in discharge of the above said liability of the contract.
  7. In case of breach of any of the conditions of this agreement and the terms and conditions of the contract which shall form part of this agreement, the corporation shall be at liberty to terminate this contract forthwith without prejudice to the right of the corporation to claim damages on account of antecedent breaches thereof.

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8. The supplier shall not be directly concerned or in any way deal with the officer or other persons employed by or under the authority corporation in making the supplies hereby contracted for, nor shall the supplier either directly give or promise to pay or give or permit to be given to any person in any department under the corporation, money, or gratuity fee or reward for any matter or thing in any way relating to the performance of the contract.
9. The supplier shall not assign the present contract or in any manner allow any other person or persons to interfere in without the special permission in writing of the said officer on behalf of the corporation.
10. The bills for the articles supplied said may be preferred by the supplier to the corporation within a month from the date of actual delivery of the articles. Any other payment of the suppliers bills for the supplies made under these terms and conditions shall be recovered from the suppliers from his bills subsequently submitted for payment and if such over payments or any portion thereof is thereafter remitted by the supplier, the corporation shall gave the right to recover the overcharges from the security deposit as well. The bills shall be made on proper printed bill from serially numbered and not on letterheads.
11. The licensee shall be personally responsible for the quality and quantity of the materials supplied and in case of any adulterated or substandard/Poor quality materials found being supplies, the supplier shall be personally liable for actions under the relevant acts.
12. The corporation shall pay to cause to be paid for approved articles as shall be supplied by the supplier and accepted by the officer for an on behalf of the corporation under or by virtue of this agreement at the rates and prices more particularly specified and contained in the schedule 'A' here to annexed. In case there is any rise of prices in the market the supplier will under no circumstances charge higher rates then the supplier rates.
13. 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 General Manager/ HOD (H) as per the arbitration and conciliation act 1996(Amended from time to time) and proceeding shall be held as per the act in Bhubaneswar.  
the officer who has been appointed by the managing director is an employee of the corporation or that in course of his dealing with official matters he has expressed any opinion on this subject.

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14. The supplier will be bound to supply the contracted items for the month in excess of contract rates if required by the above officer to do so.
15. 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.
16. The supplier shall affect the supplies between 09AM-12PM. every day. Corporation reserves the right to refuse supplies brought after 12 pm. And will be free to make purchases at his risk and cost. Only in case of emergency the supply will be received after 12PM with the consent of Sr. Kitchen staff/chef of Hotel Kalinga Ashok.
17. 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.
18. Subject to clause above Bhubaneswar Courts along will have Jurisdiction. Cost of stamp paper shall be borne by the supplier.
19. IN WITNESS IF THESE parties above mentioned have signed the contract on the date and year first stated above

**In presence of**

1.-----Signed and delivered by the above named supplier.

2.-----

**In witness of**

1.-----Signed and delivered by G.M,Hotel Kalinga  
Ashok, Gautam Nagar Bhubaneswar, PIN-751014

2. ----- .

**SECTION-F**

**CHECK LIST**

The Following Documents must be uploaded along with Techno Commercial (Technical) Bid otherwise the tender shall be summarily rejected.

- 1. Previous Experience in the same trade (Copy of work order/Purchase order)**
- 2. Self attested copy of Income Tax Return.(2017-18 & 2018-19)**
- 3. Self attested copy of PAN card.**
- 4. EMD fee of Rs. 16,800/- (Online payment receipt).**
- 5. Self attested copy of MSME Certificate (if applicable)**
- 6. GST registration No. (if applicable)/ an Affidavit must be attached .**
- 7. Bank Details.**
- 8. Copy of profit and loss account and balance sheet for the last 02 years(17-18 & 18-19) be enclosed.**
- 9. Self attested copy of valid FSSAI certificate (if applicable)/ an affidavit must be attached**

Hotel Kalinga Ashok, Bhubaneswar reserves the right to ask for additional documents/clarificatory documents which are not post dated to the opening at the technical bid.

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 and designation (Stamp)**

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**ANNEXURE-II**

**FORM 'A'**

**TECHNO COMMERCIAL BID FOR SUPPLY OF PANNER & SWEETS**

Sl. No.	Description	Provide the Page No. in the Technical Bid
1.	Name of the firm along with Address, Telephone No and E-Mail ID	
2.	Name of bankers with address, Account no. IFSC Code /RTGS details	
3.	Status of the firms - Please state Whether Registered Co operative Society /Public Ltd Company/ Partnership/Proprietor etc	
4.	Previous experience in the same trade with names of restaurant/ Hotels served Supporting documents (Copies of Purchase order for supply of panner & sweets during the last 2 years ) (Copies must be submitted.)	
5.	Address of Godown/Storage/Operational Facility (The firm should have godown storage facility within _____ only	
6.	GSTN No. (as per clause 14 of T&C)/ an affidavit must be attached	
7.	Income Tax Return for financial Year 2017-18 & 2018-19,(As per clause 15 of T&C) (Copies must be submitted.)	
8	Copy of profit and loss account and balance sheet for the last 02 years(17-18 & 18-19) be enclosed.	
9.	Annual turnover during Last 2 financial year(2017-18 & 2018-19) certify by CA	
10.	Permanent Account No. (Copy must be submitted)	
11.	UTR No/Transaction details of Earnest <b>Money deposit (EMD) of Rs 16,800 ONLY</b> through RTGS/NEFT	
12.	Where the order will be placed Name & contact Number	
13.	FSSAI Registration No (Self attested copy of valid FSSAI certificate to be uploaded) (as per clause 16 of T&C) if it is not applicable, the bidder must submit an affidavit.	
14.	Duly digitally signed all the pages of pre contract integrity pact and agreement to be uploaded	

(SIGNATURE OF THE TENDERER & DESIGNATION  
OF THE SIGNATORY AND OFFICE SEAL)

**SECTION-G**

**ANNEXTURE-“A”**

**FINANCIAL BID FOR PANEER & SWEETS ITEM:-**

**Quote your best possible rate in fixed rate for the period of one year i.e 2019-20**

SL. NO	PARTICULARS	Period of supply	Estimated quantity required during a year	QUOTE YOUR Nett. RATE IN Rupees per unit.
<b>List of Paneer and Sweets item</b>				
1.	<b>Paneer</b> –it shall be of good quality and free from dirt, surface discoloration, Contamination and from adulterants. It shall have a closely-knit smooth texture firm cohesive and spongy body, fit for human consumption . (As per FSA 2006 Specification	throughout the year	1625Kg	
2.	Pani Cheena	throughout the year	188 Kg	
3.	Gulab Jamun (1 piece =50gm)	throughout the year	7100 Pc	
4.	Jalebi(1 piece =35gm)	throughout the year	1200 Pc	
5.	Cheena poda	throughout the year	53 Kg	
6.	Kala Kanda	throughout the year	1 Kg	
7.	Samosa (80gm)	throughout the year		
8.	Samosa (40gm)	throughout the year	310 Pc	
9.	Rasmalai	throughout the year	862 Kg	
10.	Khua	throughout the year	4.5 Kg	
11.	Rabidi	throughout the year	20 Kg	
12.	Gajar Halwa	throughout the year	154 Kg	
13.	Mung dal halwa	throughout the year		
14.	Rasagulla dry (1piece =50gm)	throughout the year	3479 Pc	
15.	Chenna Jhili(1piece =50gm)	throughout the year	1535 Pc	

- I am in Compliance with Food Safety Act 2006.
- Samples to be provided whenever required.
- Kindly mention any applicable taxes if any-

We accept all terms and conditions.

Date:-

(Signature of the party with stamp)

Place:-

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



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Official Seal