

**INDIA TOURISM DEVELOPMENT CORPORATION LIMITED  
UNIT: HOTEL KALINGA ASHOK, BHUBANESWAR  
(A GOVT. OF INDIA UNDERTAKING)**

**E-Tender document of Annual Maintenance Contract for Horticulture Work (Garden maintenance & Landscaping work) at Hotel Kalinga Ashok, Bhubaneswar.  
Estimated cost: Rs. 4,70,800/- (Four Lakhs Seventy thousand Eight hundred only) plus  
GST**

**CLIENT: HOTEL KALINGA ASHOK  
GAUTAM NAGAR, BHUBANESWAR  
PIN-751014  
Phone: 0674-2431055/2432056/9438246570  
Fax no.: 0674-2432001  
Email : hotelkalingaashok@gmail.com**

**Name of the Tenderer  
Signature  
stamp**

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*Name of the Tenderer*  
*Signature*  
*stamp*

## Summary Sheet

### **Title of the tender: E-Tender of Annual Maintenance Contract for HORTICULTURE WORK (Garden maintenance & Landscaping work ) at Hotel Kalinga Ashok, Bhubaneswar**

<u>1</u>	Ref. No.	HKA/Engg/E-tender/Horticulture/2019
<u>2</u>	Product Category	HORTICULTURE
<u>3</u>	Sub Category	Garden Maintenance & Land Scaping
<u>4</u>	Tender type	Service
<u>5</u>	Tender Value	Approx. Rs. 4,70,800/- plus GST extra
<u>6</u>	EMD Value	Rs. 9500/- (ONLINE)
<u>7</u>	Announcement date	30/01/2019
<u>8</u>	Pre-bid Meeting Date & Venue	06/02/2019 14:00 – 16:00 pm Hotel Kalinga Ashok Bhubaneswar
<u>9</u>	Last date & time of submission of documents	25/02/2019 15:00 pm
<u>10</u>	Date & time of opening	26/02/2019 15:00 p.m
<u>11</u>	Work description	Annual Maintenance Contract for HORTICULTURE WORK (Garden maintenance & Landscaping work ) at Hotel Kalinga Ashok, Bhubaneswar
<u>12</u>	Prequalification Detailed	As per Techno Commercial Bid Annexure 'A' with desired EMD uploading documents stated in check list
<u>13</u>	Contact person with Tele. & Address	Asstt. Mgr (E&M) Hotel Kalinga Ashok, Gautam Nagar Bhubaneswar,PIN-751014, Phone-0674-2431055/2432056/9438246570

## TENDER NOTICE

Online E-tenders are invited for: Annual Maintenance Contract for HORTICULTURE WORK(Garden maintenance & Land Scaping work ) at Hotel Kalinga Ashok as per the specifications 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.theashokgroup.com](http://www.theashokgroup.com). The **EMD of Rs. 9500/-** in words (Ninety 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 – United Bank of India
- Branch Name – Hotel Kalinga Ashok
- IFSC Code – UTBI0HKAK34
- Bank Account Number – 1505050010001

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

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

**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	30/01/2019
Pre-bid Meeting Date & Venue	06/02/2019 14:00 -16:00 pm Hotel Kalinga Ashok Bhubaneswar
Last Date and Time of Tender Submission	25/02/2019 15:00 pm
Date and Time of opening of Tender	26/02/2019 15:00 pm

**Bid Submission:-**

- Bids shall be submitted online only at CPPP website:- <https://etenders.gov.in/eprocure/app>.
- Bidders are advised to follow the instructions "Instructions To Bidder for Online Bid Submission" provided in the Annexure 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.

Name of the Tenderer  
Signature  
stamp

**INDIA TOURISM DEVELOPMENT CORPORATION LTD**  
**Unit: Hotel Kalinga Ashok, Bhubaneswar**

**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>.

Bidders in their own interest have to ensure good internet connectivity and computer (along with required accessories) during bid submission and during e-tendering and would not make ITDC liable (in any case) for delay/non availability of Computer/ internet connectivity.

**REGISTRATION**

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

**SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such

as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

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

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

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

**PROCEDURE UNDER E-TENDERING TO BIDDERS**  
**PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

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

**SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The EMD amount should be deposited latest by the last date of bid submission. The details



of the details of UTR should be uploaded online along with the technical bid. In case the EMD has not been deposited the uploaded bid will be rejected.

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

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

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

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

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

### **ASSISTANCE TO BIDDERS**

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.

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>

Name of the Tenderer

Signature & stamp

**ANNUAL MAINTENANCE CONTRACT FOR HORTICULTURE SERVICES DURING FY 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 e-tenders are invited for **annual maintenance contract for Horticulture work at Hotel Kalinga Ashok** from the parties having experience in same trade.
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. The rates quoted should be "NET RATES" to be delivered at Hotel Kalinga Ashok **with complete address**.
4. 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.
5. The prospective bidder **should quote for all the items and no rate column should be left blank**.
6. Totals should be calculated on the basis of estimated quantities and the rates quoted should also indicated in the Amount Column of the schedule.
7. 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.
8. **Technocommercial bid as per Annexure-A** provided with the documents has to be uploaded by the bidders duly supported by documents as mentioned in Checklist 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 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.
10. **Security deposit** will have to be paid by the successful bidder at the rate of 5% (five) of the order value, in the shape of cash deposit or pay order or through Bank Draft or irrevocable bank guarantee valid for a period of 12 **months** in favour of Hotel Kalinga Ashok from the date of award of contract. Security deposit will be refunded after the successful execution of the contract. No interest will be paid on Security Deposit. Also, the EMD of successful bidder will be adjusted towards the security deposit.
11. **EMD**-The EMD of **Rs. 9500/-** (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 – UTBI0HKAK34
- 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 be 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.

11. 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.
12. All bidders will have to provide their GST number(if applicable).
13. All bids will be accompanied by the latest income tax returns for last two financial years 2016-17, 2017-18 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.
14. Bids from suppliers/contractors of sound financial standing and capacity shall only be considered, like the supplier having minimum of with a minimum average turnover of 30% of the estimated amount in the last two year.
15. Delivery of Material shall be F.O.R(Hotel Kalinga Ashok Bhubaneswar).
16. Payment will be released by the unit directly after satisfactory services.
17. 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.
18. In case it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the bidder or the bidder has made material misrepresentation or has given any incorrect or false information, the bidder shall be disqualified forthwith if not yet appointed as the contractor/supplier and if the bidder has already been issued LOA or has entered into the contract as the case may be the same shall notwithstanding anything to the contrary contained therein be liable to be terminated along with forfeiture of Earnest Money Deposit (EMD) and performance security by a communication in writing by the corporation to the bidder without the corporation being liable in any matter whatsoever to the bidder and without prejudice to any other right or remedy which the corporation may have under the bidding documents the contract or

under applicable law. Besides the corporation reserves the right to blacklist the bidder for any future dealing along with intimation of any appropriate penal action as per the applicable law.

19. 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**.
20. Conditional bids shall be summarily rejected and no correspondence in this regard shall be entertained.
21. 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.
22. In the event of inadequate response i.e. receipt of minimum of three bids, the date of opening techno commercial bid would be extended.
23. 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.
24. The tenders submitted will be valid for a period of 120 days from the date of opening of the technical bids.
25. In the event of failure on the part of the "supplier" to supply/Services the work/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.
26. 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.
27. 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.
28. 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.

29. The party will indemnify Hotel Kalinga Ashok Hotel Kalinga Ashok for any loss suffered on account of non compliance of anti profiteering clause by party under GST.
30. The party shall ensure that the invoices raised from time to time are timely and correctly reported to their outward return.
31. The quoted item should strictly comply with our requirement given in the tender document Incomplete / conditional offer or tender without tender document fee and 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 date and time of opening in presence of intending bidders. Financial bids of only technically qualified tenders shall be opened at a later date the date of opening of financial bid will be intimated to only technically qualified bidders. The Management reserves the right to accept/reject any or all bid in part or all without assigning any reason thereof.
32. Intending bidders in their own interest may approach the e-tendering helpdesk well in advance to ascertain the requirements to participate in the tender.

Name of the Tenderer  
Signature  
stamp

## SCHEDULE OF WORK

### FORM 'C'

ANNUAL MAINTENANCE CONTRACT FOR THE HORTICULTURE WORK (Garden maintenance & Land Scaping work) FOR THE PERIOD OF ONE YEAR FROM AWARD OF WORK ORDER.

The purpose of horticulture work is that the premises of Hotel Kalinga Ashok, Bhubaneswar must look rich with lush green lawns and beautiful flowers so as to provide an excellent ambience and at the same time makes the premises environmental friendly and to make a good impression on the Guest, visitors and public who visit here for various purposes.

While undertaking this work, the contractor will develop the lawns/garden at the open space then simultaneously maintain all the existing as well as the developed lawns/parks/garden.

The jobs to be performed in this regard would be:

SL. No.	PARTICULARS
	<ul style="list-style-type: none"><li>• Maintenance and upkeep of garden and land scaping work as per detailed below and in conjunction with the special terms and conditions of the tender:</li><li>• Regular watering of Lawns, cutting hedges of lawn, cutting hedges of lawn, keeping c car parking, Porch, Cattle trap and all inside roads free from paper, dry leaves, unwanted material, and vegetarian growth.</li><li>• Mowing of lawn (Both Doob grass &amp; Josiah Japonica) regularly and also regular weeding.</li><li>• Pruning of plants and trees.</li><li>• Shaping &amp; dressing of hedges, shrubs, creepers, as well and when required.</li><li>• Maintenance &amp; up keep of rock garden and two open spaces on both sides of cattle trap at main entrance.</li><li>• Maintenance and upkeep of potted plants inside the Hotel premises and also in the garden.</li><li>• Cleaning of fountain in front of porch regularly.</li><li>• Making and maintenance of flower beds of different sizes both seasonal and perennial as may be considered appropriate</li><li>• Any other work assigned by the Hotel Authorities in connection with Garden and land-scaping.</li> <li>• To maintain all the existing trees, plants, shrubs, hedges and lawn/park/garden/pots/bathtub gardens and any other lawn/park/garden/pots/bathtub garden developed thereafter.</li> <li>• To plant trees, plants, shrubs etc. by excavation/digging as and when required and making hedges.</li></ul> <p data-bbox="240 1957 560 1989">Name of the Tenderer</p> <p data-bbox="1158 1957 1294 2020">Signature Stamp</p>

- To prepare and maintain flower beds, seasonal and perennial both.
- To prepare and garden with seasonal plants, flowers, herbs as per seasonal plan.
- To prepare and maintain flowers and plant pots/garden with flowers and plants (seasonal and perennial) both indoor and outdoor at designated places to be decided in consultation with the designated officer.
- Regular up gradation of garden by keep changing the flowers, plants in garden area as well as in pots (outdoor and indoor).
- Trimming of hedges in ornamental way to make it presentable. Pruning and mowing should be done by keeping the foliage aesthetically at a reasonable size without making them bald with a motive to keep a longer gap for the next job.
- Removing old plants from the pots and placing new one.
- **Deputing dedicated work force comprising of not less than 04 Gardeners/malis.**
- Cutting of grass in lawns, pruning of plants/trees/hedges etc. at required intervals and removing the waste to the proper place. The contractor shall thoroughly clean the dust and dirt, debris etc., and remove all the scaffoldings and other materials used for the works away from the site and keep the site free from all the above.
- Regular watering of grass, lawns, trees, plants, shrubs, flower beds, bathtub garden,pots etc. and hoeing and weeding in and around them.
- Spraying of insecticide and fungicide application/spreading of chemical, manure, gobar, composite and red earth as and when required/advised (all materials borne by the contractor). Vermi-culture may be done in the garden to make the soil more fertile.
- The gardeners should demonstrate own initiative for horticultural up gradation of Hotel Kalinga Ashok premises. Seasonal plan(s) for the same should be prepared and submitted to the designated officer.
- Picking of garbage/debris/any waste material etc. from the lawn/garden area to keep them clean.
- The painting of earthen pots indoor and outdoor both on regular interval and as and when required(Gerua/Colour for painting pots borne by the contractor)

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|--|---|
|  | <ul style="list-style-type: none"><li>• All tools and equipments for garden maintenances purpose will be borne by the contractor.</li><li>• All work pertaining to the horticulture work like irrigating gardens, trimming and shaping of hedges, plants, tress, maturing, maintenances and adherence to the seasonal plan should be supervised by the contracting agency.</li><li>• Plants, trees, earthen pots, flowers and hedges &amp; seasonal plants etc. shall be provided by the party and the responsibility of planting, placing plants/tress/hedges/making flower beds, maintenance etc. lies with the contractor.</li><li>• Soil and manure required to setup new pots/garden bathtubs/lawn/garden etc. shall be provided by the contractor as and when required.</li><li>• Placing of earthen pots in party halls during the function or as and when required and removing them back after the function is over.</li><li>• Replacing all the dead, diseased plants, vacant patches anywhere in the campus including the potted ones as when and where it occurs. Broken pots should be intimated to the designated officer for replacement purpose.</li><li>• Erosion of soil on any part of the garden due to rain or for whatsoever reason will have to be filled up with good red soil and leveled.</li></ul> |
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*Name of the Tenderer*  
*Signature*  
*stamp*



**The detail description of Garden are given below:-**

Sl.no.	Name and description of garden/Lawn/flower pots and maintenance work	Remarks
	Hotel IN Gate boundary to OUT gate (Back gate boundary)	All these gardens are to be maintained properly. Work includes watering the gardens on daily basis, grass trimming and cutting, making flower beds/plants/flowers pots maintaining hedges all around, removing wild grasses,weeds,clearing jungle, leveling of ground, providing fertilizer,manure,red earth, brick lining etc. as and when required.
	Garden area along with the Hotel's building  i. main porch  ii. Garden area along with the Hotel's building (Back side) Back Gate (Out side)	Same as above
	garden along with the paved with Hotel Parking area of the Hotel in Gate	Same as above
Wil	Kapilash Lawn	Same as above
	Aangan lawn	Same as above
	Rose Garden	Same as above
	Nos. of earthen pots/planter lying in all over garden area.	Maintenance of flowers/plants /pots on day to day basis.

Name of the Tenderer

Signature  
Stamp

Contractor will Maintain flowers/plants in the Guest rooms/Suite room/Aangan,Kapilash lawn, Rose Garden, Front Area, Back Area etc. as detailed in Schedule of work and as when required and ensure that the flowers and plants in those vases do not die or suffer in any manner and that he will change them periodically for their good maintenance. Contractor will also maintain to keep flower vases with seasonal/perennial flower arrangement on the reception desks, lobby area and in the restaurant. Contractor will also ensure that the plants and flowers in the vases kept in the lobby, reception, restaurant, rooms etc. do not suffer in any way.

The details given as under for flower arrangements with flower pots required:

1. The lawns will have to be maintained in a clean and well mowed conditions, free from weeds, dried leaves and other foreign material. The Hedges have to be well cut and are to be used for lawn and nothing extra will be paid on this etc.
2. Intensive and thorough weeding of lawn has to be done four times in a year apart from day to day job to keep the lawn free from weeds all through the year.
3. Top dressing of lawn with soil and cow dung, manure mixture at a ratio of 1:1 with required quantity of fertilizer and pesticides twice in a year complete as required.
4. The lawn is to be cleaned immediately after completion of marriage party, Exhibition and other functions otherwise payment will be deducted as per actual paid to the other agency.
5. Trees, Hedges, creepers, shrubs are to be pruned and trimmed regularly to give a neat and clean look. All flowers will be made with ornamental leaves/fillers to make it more eye-appealing and presentable.
6. Flower beds both seasonal and perennials have to be made and maintained all through the year. Size, shape, number of beds and its location have to be got approved from the Engg.-in-charge. The size and number of these beds will be decided keeping beautification aesthetic view in mind.
7. The flower beds will have to be prepared by mixing of manure and fertilizers, pesticides regularly watered. Seeds seedlings etc. are to be procured by the agency and no additional will be made on this account.
8. Potted plants (both indoor and outdoor) have to be maintained which includes watering, application of manure, pesticides, and fertilizer as and when required. Top dressing of plants once in a year with soil and manure mixture etc. as required the earthen pots are to be pointed as and when required at no extra cost. The indoor/outdoor plants are to be generated from existing sources at no extra cost.
9. Existing Garden is to be maintained including watering application of fertilizers, pesticides, training pruning etc.
10. At both side of entrance gate (in front of wooden signage on compound wall) low height shrubs/plant to be maintained with the application of fertilizer, pesticides, training pruning etc.
11. Insecticides' and fungicides will have to be sprayed regularly to keep the plants free from insect and diseases. All the materials such as manure, seeds, plants, fertilizers, pesticides, fungicides will be supplied by the Contractor at his own cost as and where require.
12. General cleanliness of the approach road, Car parking, Porch, Officers Quarters, Cattle trap, back side of the hotels etc. are to be insured at no extra cost.

Name of the Tenderer

Signature  
Stamp

13. All tools and plants viz. lawn mower, spade, pick-axe, tumbler, rubber pipe etc. have to be arranged by the Contractor at no extra cost to the Dep't. For supply of power only ½% of the value of the work done shall be deducted for the Agency's Bill.

14. Plants, trees, earthen pots, flowers and hedges & seasonal plants etc. shall be provided by the party and the responsibility of planting, placing plants/tress/hedges/making flower beds, maintenance etc. lies with the contractor.

**15. The Contractor shall deploy a minimum four (4) gardeners on each day for regular maintenance and upkeep of garden and land scaping. The attendance for the gardeners must be got recorded in a Register which shall be kept with Hotel Security Control office. Recovery on account of short-fall of man days utilized during the month will be made as per mimimum wages act, proportionately.**

16. **The Contractor shall be fully responsible for EPF and ESI** (if applicable) contribution and any other liabilities in respect of the labor/staff deployed by them. If proof of registration with EPF and ESI authorities is not furnished, the amount on this account will be recovered from Contractor's bill.

17. Unless specified otherwise the work shall be executed as per latest CPWD specification corrected up to date and as directed by Engg.-in-Charge.

18 All ITDC general conditions of contract for engineering work will be applicable.

19. All the staff deployed by the Contractor shall abide by all rules, regulations, and discipline of the Unit: Hotel Kalinga Ashok, Bhubaneswar.

20. All the materials which will be used for Garden-lawn etc. shall be entered at Security Gate every time.

21. The quoted rates shall be Exclusive of GST/ any taxes, levies cartages, loss of materials, labor, tools, and plants etc. for the said work in all respect and nothing extra shall be paid on this account.

22. This contract will be valid for one (1) year only from the date of award. The payment shall be made on monthly basis for satisfactory services for that period. Decision of the Accepting authority will be final and binding in this respect.

23. In case of unsatisfactory service, the Management reserves the right to terminate the Contract without assigning any reason thereof.

24. The contractor should follow all the rules and regulation regarding the minimum wages Act of the state (Odisha).

## **PAYMENT TERMS**

25. The Service Provider shall submit monthly bill on or before the 10<sup>th</sup> of the following month for the services rendered/provided in the last month as per the scope defined. All payment will be made through RTGS/Account payee cheque only. The Service Provider will submit the following documents along with bill to The Hotel Kalinga Ashok, Bhubaneswar

- i. Verified Attendance records of the staff deployed for the month.
- ii. Bank statement related to remittance of salary towards their employees bank account and statutory payment towards EPF and ESI etc. In addition to this a register has to be maintained by the contractor displaying the name of the worker, his father's name, the workers' Bank account number and salary disbursed.
- iii. Copy of all labour related statutory fillings including but not limited to EPF/ESI challans /ECR etc.
- iv. Undertaking & satisfactory performance certificate from concerned HOD.

### Terms and condition

- Validity of bid 120 days from the date of opening of tender.
- Payment terms 30 days from the date of submission of bills.
- GST extra as applicable
- Any other Govt. Taxes

Name of the Tenderer  
Signature  
Stamp  
Full Address & Tel. No.

India Tourism Development Corporation Ltd.

Unit: Hotel Kalinga Ashok, Bhubaneswar  
Important Instructions to the Tenderers

1. E- Tenders are invited from direct manufacturers and authorized distributors for ANNUAL MAINTENANCE CONTRACT for the Horticulture work (Garden Maintenance & Land scaping work ) at Hote Kalinga Ashok, Bhubaneswar for a period of one year on staggered delivery schedule basis.
2. The tenderers should carefully pursue the clauses here under, before submitting their tenders. Clarifications, if any, may be sought prior to submission of tender. No request for clarification will be entertained once the tender is submitted.
3. Online tenders are invited for the ANNUAL MAINTENANCE CONTRACT for the Horticulture work (Garden Maintenance & Landscaping work) as per specification given in the tender documents. The tenders are required to be submitted online in two bid system in the prescribed format. The tenders can be submitted on the website: [https://\\_etenders.gov.in/e procure/app](https://etenders.gov.in/e procure/app) or through a link- About Us > Tenders > E-procurement on website [www.theashokgroup.com](http://www.theashokgroup.com). The Tende EMD of Rs.9500/- (Refundable) to be deposited online through <https://etenders.gov.in/e procure/app> the cost of money transfer (including Payment Gateways Commission and taxes etc) has to be borne by the bidder.
4. Interested parties may submit their bids online in two parts i.e. **(I) Techno Commercial Bid along with payment of EMD and giving the detailed information required in annexure A &B**, if needed the additional documents can also be uploaded. **(II) Financial Bid, indicating rate and other terms & conditions for the items given in annexure 'B**
5. The tenderers must be careful to read all the terms and conditions of tender before quoting their rates.
6. No interest will be payable on EMD. It may be forfeited in case the successful bidder refuses to accept the award of supply or fails to complete the required formalities within the stipulated time frame. The earnest money is refundable to the unsuccessful bidders only after the finalization of the tender. EMD of successful bidder will be refunded after submission of security deposit.
7. Validity of offer should be for a period of 120 days from the date of opening of the tenders.
8. Conditional offers or offers without Earnest Money Deposit (EMD) and Tender Documents fee will not be accepted.
9. The Financial bids of only those parties, who qualify in technical bid and in samples, will be opened on a later date which will be informed to the technically qualified parties only.
10. The management reserves the right to accept or reject all/any offers without assigning any reason.

Name of the Tenderer

Signature  
Stamp

11. Supporting Documents- All the required supporting documents must be uploaded as per the prescribed method along with Techno Commercial Bid of the tender.
12. The rates quoted should be "NET rate" with GST/any taxes, on 'FOR" destination basis extra clearly mentioned.
13. The successful tenderer will have to sign an agreement in the prescribed format (draft agreement is attached herewith) with amendments, if any, considered necessary by ITDC Unit: Hotel Kalinga Ashok.
14. The rates of tendere shall be on the basis of bulk quantity and no increase in rates during the contract period will be entertained. The rates should be net, with GST/any taxes and F.O.R. Hotel extra only (clearly mentioned). All orders placed till last date of contract will have to be completed without fail.
15. Earnest money as prescribed has to be uploaded by the tenderers failing which tender will be summarily rejected.
16. Annexure 'A' provided with documents has to be uploaded up by the tenderers duly supported by documents as desired in 'Checklist'.
17. As per the agreement required to be signed the management reserves the right to call upon the contractor to continue the supplies at the contractual rates for three month in excess of the contract period. Similarly the Hotel also reserves the right to defer the commencement of the supply period by one Month.
18. The Security Deposit (refundable without interest on successful execution of contract) will have to be paid by the successful tenderer at the rate of 5% of the total value of the tender within 10 days of award of contract. ( by deposit of cash or Bank Drafft or by way of Bank Guarantee/irrevocable Bank Guarantee in favour of Hotel Kalinga Ashok from any Nationalized Bank). No interest is payable on the Security Deposit.
19. Demand drafft/Pay receipt/Cash receipt In respect of EMD (Earnest Money Deposit) i.e. Rs.9500/- shall be deposited (uploaded) along with technical bid. No interest will be paid on EMD. If the EMD is submitted with the financial bid, the tender will be summarily rejected.
20. Payment will be released by the unit after satisfactory delivery and quality certification by nominated official.
21. The evaluation of Financial Bid to ascertain L-1 shall be carried out on the basis of lump sum rates.

Name of the Tenderer

Signature  
Stamp

22. "In case it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the applicant or the applicant has made material misrepresentation or has given any materially incorrect or false information the applicant shall be disqualified forthwith if not yet appointed as the contractor/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 Deposit by a communication in writing by the Corporation (ITDC) 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 dealing along with intimation of any appropriate penal action as per the applicable law."
23. Tenders not accompanied by the specified Tender EMD and the supporting documents will be summarily rejected.
24. The successful tenderer will be required to enter into an integrity pact as per the draft enclosed with the tender document before signing of the agreement.
25. The firms which are registered with MSME shall be exempted for submitting tender fee & EMD. To avail such exemption/the firm has to upload their registration certificate & other relevant documents.
26. In case of eligible Micro and Small Enterprises (MSE) quoting within the price band of L-1 rates + 15% may be allowed to supply up to 20% of the total Tender Value (including 4% reserved for SC/ST entrepreneurs) provided that it matches the final negotiated rates of the L-1 party. In case of more than one such eligible MSE the specified quantum of supply will be divided equally provided all eligible MSME's match the final negotiated rates of the L-1 party.
27. The contractor shall not assign or sub-contract the present contract or in any other person or persons to interfere in the management or performance of the contract without the written permission of the hotel.
28. The Contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961 and Mines Act, 1952, The Employees State Insurance Act, 1948, Safety Code and Labour Welfare Acts, or rules, or any modifications thereof or any other law relating thereto and rules made there under from time to time.
29. The above contract can be extended for one more year on mutually agreed terms as per the discretion of GM Kalinga Ashok, Bhubaneswar.
30. Please do not write rates/any financial terms & condition in the techno-commercial bid. In this case the technical bid summarily rejected.
31. GST registered vendor may only apply and submit their GISTIN number in this regard.

Name of the Tenderer

Signature & Stamp

INDIA TOURISM DEVELOPMENT CORPORATION LTD.  
UNIT: HOTEL PATLIPUTRA ASHOK

Terms & Conditions

**1. The cost of Tender Documents is NIL**

2. The amount of Rs. 9500/- towards prescribed earnest money deposit **(EMD)** in favour of ITDC Ltd.: Unit: Hotel Kalinga Ashok, payable at Bhubaneswar should be submitted (uploaded, online payment) along with the Techno Commercial Bid. Cheques will not be accepted in any circumstance. The EMD of unsuccessful tenderers shall be refunded after the finalization of the tender. In case of successful tenderers shall be refunded after the satisfactory completion of work. In case the tenderer refuses to accept the award or refuses to comply with any of the terms & condition for the award of contract, the EMD shall be forfeited.
3. The contractor shall provide, furnish and deliver the services awarded at the respective premises of Hotel Kalinga Ashok during the period of this contract commencing from the date of acceptance of the tender till the expiry of the contract, unless it is terminated earlier. The material of the nature and descriptions specified in the tender form hereto 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 at rates and prices agreed to.
4. a) The services shall be of the best quality and of the exact kind, quality and description demanded and if at any stage these are found unsuitable/substandard shall be liable to be rejected by the Corporation or by any officer of the Unit authorized by the Corporation. The decision of such officer shall be final and binding on the supplier.  
b) In case the services or any part thereof has been rejected, the said officer shall not be required to assign or give any reason for such rejection and his decision shall be final and conclusive and binding upon the 'Contractor' who shall immediately arrange to remove the rejected material within specified time. In case of any of the said services/material being rejected or not being supplied as aforesaid. The Corporation shall be at liberty to purchase the same at the cost and expenses of the contractor and the Contractor shall pay to the corporation all such extra costs charges and expenses as shall or may be incurred or sustained in procuring the same and /or the extra amount spent by the corporation on account of such purchases, shall be deducted from the security/running bills. In case of repeated defaults the corporation reserves the right to terminate the contract and forfeit the security deposit and the contractor shall have no right to any compensation or damages in this regard but shall continue to be liable for risk and cost of procurement till the original expiry date of the agreement any liquidated damages to be recovered from him from any/all kinds of amount due and payable by the unit to him as well as legal proceedings against him for recovery of the same.

Name of the Tenderer

Signature  
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c) As hundreds percent inspection of the commodities is not possible or practicable at the time of the supply, the contractor shall be responsible to accept back and replace any or all material which are on inspection/opening checking/actual use found unsuitable or below the standard required by the Corporation. The Corporation shall have the right to proceed in the same manner as in the case of sl.no. 4 (a) & (b) above in respect of these rejected commodities as well.

d) The quantities shown in the 'Schedule' are only estimated requirements for the guidance of the tenderers but the Corporation reserves the right to demand quantities in excess of less to any extent than the above referred estimated requirements. No arrangement of any kind shall be entertained. The Corporation also reserves the right to demand any particular item shown in the form of tendered rates throughout the currency of the contract and the contractor shall not be entitled to claim any compensation or damages.

e) The contractor will maintain proper date-wise record of all indents placed on them by the Hotel for effecting supplies. The contractor shall maintain similar record for the same and shall ensure that such telephonic indents are followed by written indents.

f) The supplies must be accompanied by a proper dated challans/advice mentioning therein separately the quantity ordered and quantity supplied in respect of each item.

5. In the event of failure on the part of the "Contractor" to provide the services in accordance with the conditions entered herein the Corporation shall have the right to make alternative arrangement at the cost and risk of the contractor. The contractor shall reimburse the extra cost to the corporation and in case of his failure to do so. The corporation shall have the right to recover the amount from the security deposit of the contractor/or any dues owned by the corporation to the contractor. It is clearly understood that the corporation's right and the contractor's obligation for compensation is not limited to the extent of security deposit and/or the dues owned to the contractor and the corporation shall have the right to proceed against the contractor for the recovery of its claim in excess of the security deposit and/or the dues available with the corporation. The corporation has the right to withhold the security deposit and appropriate the same if need be until the dues of the contractor are fully settled.
6. In case of breach of any of the conditions stipulated herein the corporation shall be at liberty to terminate the contract without prejudice to the right of the corporation to claim damages on account of breaches thereof in the same manner as at (5) above as well as well risk cost till the original expiry date of the agreement in the same manner as at 4(b) above.
7. 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 supplies hereby contracted for, nor shall the contractors either directly or indirectly give or promise to pay or give, or permit to be given to any person or persons or in any department under the corporation, money or gratuity, fee or reward for any matter or thing or any way relating to the performance of the contract.
8. The contractor shall not assign the present contractor or in any manner allow any other person or person to interfere in the management or performance thereof, without the written permission of the corporation.

Name of the Tenderer

Signature

Stamp

9. The bills for the services as aforesaid may be preferred by the contractor on the corporation within a month from last date of the billing period. The bills should be made proper printed bill from serially numbered and in no case on the letterheads.
10. Any overpayment of the contractor's bills for the services made under these terms and conditions shall be recovered from the contractors from his bills subsequently submitted for payment and if such over payments or any portion thereof, or thereafter remitted by the contractor, the amount so recovered will be refunded to the contractor, the Corporation shall have the right to recover the overcharges, from the security deposit as well.
11. The corporation shall pay for such approved services as shall be supplied by the contractor and accepted by the said officer for and on behalf of the corporation under or by virtue of these 'terms and conditions' at the rates and price which will be specified and contained in the schedule after the tender has been approved.
12. In the event of a dispute arising between the supplier and unit/corporation during the currency of the contract or after the conclusion thereof, the same shall be referred to sole arbitration of the General Manager or the officer appointed by him and his award shall be final and legally binding on both the parties and there will be no objection to this effect that the officer who has been appointment by the General Manager is an employee of the corporation or that in course of his dealing with official matter he has expressed any opinion on this subject. That, any dispute arising relating to this agreement will be referred to the sole Arbitrator duly appointed by the First party. The arbitration proceedings will be regulated in accordance with provisions of Arbitration & Conciliation Act, 1996 and as per the Rules framed by the International Centre for Alternative Dispute Resolution (ICDAR) forum. The award of the arbitrator shall be final and binding on both the parties, save and above, the jurisdiction shall be within Patna only.
13. Subject to clause 13 above Bhubaneswar High Courts alone will have the jurisdiction.
14. Tenders from suppliers/contractors of sound financial standing and capacity will only be considered and should have experience in supplying the services of tendered items to reputed hotels/organization/firm.
15. No interest will be payable on earnest money/security deposit. Tenders withdrawing before the announcement of successful tenderers shall be liable to have his earnest money forfeited.
16. An agreement (Format Attached) is to be signed with the corporation embodying all terms & condition of the contract within one month of the receipt of acceptance letter from the corporation. The cost of the stamp papers of appropriate value shall be borne by the contractor.
17. The security deposit shall be deposited within 10 days of the receipt of acceptance letter from the corporation. This amount to the extent not appropriated by the corporation in the manner aforesaid, shall be refundable after due performance of the contract or audit of accounts whichever is later
18. In the event of contract being extended, the management reserves the right to call upon the contractors to continue the services for one to three months in excess of the contract period at the rates of the immediately preceding month provided such an extension is made before next year's tenders are accepted by the Corporation and communicated to the concerned contractors. Similarly the management reserves the right to defer the commencement of the supply period by one to three months.

Name of the Tenderer

Signature

Stamp

19. The corporation reserves the right to negotiate reduction in the rates or to reject any or all tenders without assigning any reasons.
20. The Corporation reserves the right of placing the contract simultaneously or any time during this period with one or more Contractor as it may think fit. The mere mention of any articles or quantity does not by itself confer a right on the Contractor to demand that the Supply/Services of all or any of items/services thereof should necessarily be exclusively entrusted to him.
21. In the event of finding the hotel premise not in the above mentioned spirit, penalty up to 50% of the total amount of monthly bill will be imposed for the concerned month. Non-performers would be removed and replaced.
22. The following terms used in the foregoing paragraphs shall have the meaning given against each:
  - a) Corporation means "India Tourism Development Corporation Ltd.
  - b) Unit means "Hotel Kalinga Ashok".
  - c) Supplier Contractor means the successful tenderer to whom the contract is awarded.
  - d) Officer of the corporation or Officer means the Officer named by the Corporation or by the receiving hotel to inspect the services.
  - e) Managing Director means the Managing Director of India Tourism Development Corporation Ltd.

#### FOR WORKERS TERMS & CONDITION

- I. For carrying out these functions, the contractor shall deploy at least four Malis at the Hotel Kalinga Ashok, Bhubaneswar daily to perform day to day work.
- II. The contracting agency will do the Garden maintenance & Landscaping work as per the details given in schedule of work.
- III. The work of mali will be supervised by the contracting agency on weekly basis. Non-performers would be removed and replaced by competent malies within two days.
- IV. The workers should have experience of gardening / landscaping to perform their duties satisfactorily. They (i.e. gardeners/supervisors) should be skilled, trained, strong, healthy and medically fit, alert, polite, courteous and able to perform their duties diligently.
- V. The said workers should be properly dressed and disciplined. Any discourteous behavior on their part may lead to termination of the contract.
- VI. In the course of their activities, the gardeners, workers shall not spoil the landscape garden, plants, trees, shrubs, potted plants etc. in any manner whatsoever. They shall not disturb / cause inconvenience to the officials, participants, any third party or their property in any case.
- VII. The Contractor shall adhere to the provisions of applicable labour laws such as Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948, Employees State Insurance Act, Equal Remuneration Act, 1970 and rules made there under. The Contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers" Liability Act, 1938, Workmen's Compensation Act. 1923. Industrial Disputes Act, 1947, Maternity Benefit Act, 1961 and Mines Act, 1952, The Employees State Insurance Act, 1948, Safety Code and

Labour Welfare Acts, or rules, or any modifications thereof or any other law relating thereto and rules made there under from time to time.

*Name of the Tenderer*

*Signature & Stamp*

- VIII. The Contractor, on the request of the management shall immediately dismiss from the work any of the Contractor's workers/ gardeners or any person/engaged by them to carry out the above jobs, who, in the opinion of the management may be unsuitable or incompetent for the work entrusted. Further if any of the workers/ gardeners commits any misconduct, such person/s shall not be employed again by the Contractor without the permission of the management, Suitable replacement to be made immediately.
- IX. The Contractor shall not engage any person with a criminal record /conviction and shall bar any such person from participating directly or indirectly in rendering the services under this agreement.
- X. The Contractor shall submit the photographs, names, addresses, phone numbers/contact numbers of the persons deployed to work in the garden.
- XI. The contractor shall also provide rain protective gears to the workers / gardeners during rainy season.
- XII) Hotel Kalinga Ashok shall not accept any claim in the event of any worker garden sustaining any injury, damage or loss to either person or property either inside or outside hotel premises. If any person engaged by contractor is injured or rendered partially / permanently disabled/indisposed due to any reason such as disease, accident, fire etc. during the working hours, it shall be the sole responsibility of the contractor to take care of them and to pay necessary compensation in respect of such personnel as per relevant labour laws including all medical expenses, legal expenses etc. and Hotel Kalinga Ashok does not hold any responsibility in this regard whatsoever.

*Name of the Tenderer*

*Signature & stamp*

## DRAFT AGREEMENT

This agreement made this \_\_\_\_\_ between \_\_\_\_\_ (Herein after called "The Contractor "which expression shall unless exclude by or repugnant the context include his heirs executors and assigns of the one part) and India Tourism Development Corporation Ltd. having its registered office at Scope Complex, 7-Lodhi Road, New Delhi –110003 herein after called the "Corporation which expression shall include his successor and assigns on behalf of the other party, whereas the General Manager, Hotel Kalinga Ashok, Gautam Nagar, Bhubaneswar, Pin-751014 Odisha a constituent unit of Corporation want to purchase \_\_\_\_\_ for which tenders were invited. And whereas the Contractor has submitted the tender which has been accepted by the Corporation.

Now, it is hereby agreed between the parties as follows:

1. The contract commenced from \_\_\_\_\_ and shall remain in force (unless terminated earlier as provided hereinafter) for the period up to \_\_\_\_\_. The Corporation also reserves the right to terminate the contract any time and without assigning any reasons thereof by giving one month's notice of its intention to do so in writing to the Contractor and the Contractor shall not be entitled to any compensation by reasons of such earlier termination. The contractor can be extended for a period of one more year from the date of expiry on mutually agreed rates/terms/services.
2. The Contractor shall provide furnish and deliver the services awarded at the premises of Hotel Kalinga Ashok, Gautam Nagar, Bhubaneswar Pin-751014 during the period of the contract commencing from \_\_\_\_\_ unless, it is terminated earlier. The Contractor shall be responsible for performing all or any of the service details in and arising out of the contract during the day also at night without any additional remuneration when so directed by the company or by any officer authorised on their behalf.
3. The Corporation reserves the right of placing the contract simultaneously or any time during this period with one or more Contractor as it may think fit. The mere mention of any articles or quantity does not by itself confer a right on the contractor to demand that the supply of all or of any items thereof should necessarily be exclusively entrusted to him.
- 4.No guarantee can be given by the company as to the definite volume of supply, which the contractor will be required to supply at any time throughout the period of the contract.

Name of the Tenderer

Signature  
Stamp

5. The contractor shall deposit an amount of Rs. \_\_\_\_\_ as security money. In the event of failure on the part of the Contractor to supply the articles in accordance with the conditions the said deposits shall be forfeited the company who is hereby empowered to cause the said securities to be sold and endorsed for sum of money and it may be able to obtain for the same and to appropriate so much of the proceeds as shall be necessary to recover any sums of money which shall become due to the company under or reference the said contractor without being any way responsible to the contractor for any loss that may arise to the contractor by the said disposal. It shall not be incumbent on the company to invest any balance that may remain inappropriate in his hands from the proceeds of such sale.

6. The Contractor shall not assign the present contract on in any manner allow any other person or persons to interfere in the management or performance thereof, without the written permission of the corporation.

7. No interest will be paid on Earnest/Security deposit.

8. All services shall be of the best quality and of the exact kind. Quality and description demanded and if at any stage those found unsuitable shall be liable to be rejected by the Corporation or by any officer of the unit authorized in this behalf and binding upon the supplier/Contractor.

9. In case the said articles or any of them shall be so rejected the said officer shall not be required to assign or give the reasons for such rejection and his decision shall be final and conclusive and binding upon the contractor who shall immediately arrange to remove the rejected goods within specified time. In case any of the said articles being supplied as aforesaid, the Corporation shall be at liberty to procure the same or such other articles as may be required in that behalf at the cost and expenses of the contractor and the contractor on demand shall bound to pay the corporation all such extra charges and expenses as shall be incurred or sustained in procuring the same and or the extra amount spent by the corporation on account of such purchases, shall be deducted from the Security Money, or running bills. In case of repeated defaulters the corporation reserves the right to terminate the contract and the contractor shall have no right for any compensation or damage.

10. At cent percent inspection of the commodities in not possible or practicable at the time of supplies. The Contractor shall be responsible to accept back or replace any or all articles, which are on inspection/opening/checking actual use found unsuitable or below standard required by the corporation. In case of failure on the part of the contractor to do so, the Corporation shall have the right to proceed in the same manner as in the Clause '9' above in respect of these rejected commodities as well.

11. In the event of failure on the part of contractor to provide the services in accordance with the conditions entered herein the Corporation shall have the right to make alternative arrangement at the cost and risk of the contractor. The Contractor shall reimburse the extra cost and risk purchase to the Corporation and in case of his failure to do so the Corporation shall have the right to recover the amount from the Security money of the Contractor. It is clearly understood that the corporation's right and Contractors obligation for compensation is not limited to the extent of security deposit and or dues owed to the Contractor and the Corporation shall have the right of proceed and the Contractor for the recovery of its claim in excess of the security Deposit and of the dues available with the

Corporation and the corporation has the right to withhold the Security Deposit and appropriate the same if need be until the dues of the Contractor are fully settled.

12. The company shall pay or cause to be paid or approved articles as shall be supplied by the Contractor and accepted by the said officer for an on behalf of the Company under or by virtue of his agreement at the rated and prices more particularly specified and contained in the above paras or annexure attached herewith. In case there is any rise of prices in market, the contractor will under no circumstances charge higher rated from the contract rates.

13. The Contractor shall not been directly concerned or in any way deal with the officer or other persons employed by or under the authority of the company in making the supplies hereby contracted for nor shall the contractor either directly or indirectly give promise to pay or permit be given to any persons in any department under company money or gratuity fee or reward for any matter or thing in anywise relating to the performance of the Contract.

14. The company has got the rights to re-tender reward the contract to another persons as of right of the company if the contractor has committed any of the acts by which the contract got terminated as per the clause of this agreement and that any excess costs incurred by the company can be recovered from the contractor with interest thereon 12% per annum from the date of realization from the contractor herein.

15. The Contractor will be bound to provide the services for 03-months more/excess of the contract period on the Contract rates if required by the above officer to do so.

16. The bill for the supplies as aforesaid may be preferred by contractor on the Corporation within a month from the last date of the billing period.

17. Any over payment of the contractors bills for the supplies made under these terms and conditions shall be recovered from the contractor from his bills subsequently submitted for payment any if such over payment or any portion thereof or thereafter remitted by the contractor the amount so recovered will be refunded to the Contractor. The Corporation shall have the right to recover the over charges from the Security Deposit as well as pending bills.

18. In case or breach of any of the conditions stipulated herein the corporation shall be at liberty to terminate this contract without prejudice to the right for the Corporation to claim damage on account of breaches thereof in the manner as stated above.

19. In the event of a dispute arising between the contractor and the company during he currency of the contract period of after the conclusion thereof, the same shall be referred to sole arbitration to the General Manager or the officer appointed by him shall be final and legally binding on the parties and there will be no objection to the effect that the officer who has been appointed by the General Manager is an employee of the company or that in course of his dealing with officials matters he has expressed any opinion on this subject.

That, any dispute arising relating to this agreement will be referred to the sole Arbitrator duly appointed by the First party. The arbitration proceedings will be regulated in accordance with provisions of Arbitration & Conciliation Act, 1996 and as per the Rules framed by the International Centre for Alternative Dispute Resolution (ICDAR) forum. The award of the arbitrator shall be final and binding on both the parties, save and above, the jurisdiction shall be within Patna only.

20. In case of any dispute Bhubaneswar COURT will have jurisdiction. The cost of the stamp paper shall be borne by the Contractor.

21. In witness of these parties above mentioned have signed the contract on the date and year stated first above.

*Name of the Tenderer*  
*Signature & stamp*

Signature and delivered by above named Contractor.

In presence of witness:

1.

2.

Signed and delivered by  
General Manager  
Hotel Kalinga Ashok, Bhubaneswar



## PRE CONTRACT INTEGRITY PACT

### General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2019, between in on one hand, and ITDC Unit-Hotel kalinga Ashok acting through Shri \_\_\_\_\_ Designation of the Officer, hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (Hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the second part.

Whereas the BUYER proposes to procure (Name of Stores/Equipments/Item) and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency constituted in accordance with the relevant law in the matter and the BUYER is a PSU performing its functions on behalf of India Tourism Development Corporation Ltd.

NOW THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered in to with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement , and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The Parties here to hereby agree to enter into this integrity Pact and agree as follows:-

### Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an implementation process related to the contract.
- 1.2 The BUYER will during the pre-contract stage, treat all BIDDERS a like, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDERS which could afford an advantage to the particular BIDDERS in comparison to other BIDDERS.
- 1.3 All the official of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

Name of the Tenderer

Signatur &Stamp

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

### Commitments of BIDDERS

- 3 The BIDDER commits itself to take all measures necessary to prevent corrupt practices unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contact stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 3.1 The BIDDERS will not offer, directly or through intermediaries, any bribe, gift, consideration, reward favour any material or immaterial benefit or other advantage commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2 The BIDDER further undertake that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any contract with the Government.
  - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - 3.5 The BIDDERS further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
  - 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

Name of the Tenderer

Signature  
Stamp

- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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

- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in section 6 of the companies Act 1956.

- 3.12 The BIDDER shall not lend to or borrow any money from or enter in to any monetary dealings or transaction, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

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

Name of the Tenderer

Signature  
Stamp

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

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the bidder shall deposit an amount \_\_\_\_\_ (to be specified in RFP) as earnest Money/ Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank draft or a Pay Order in favour of \_\_\_\_\_
- (ii) Any other mode or through any other instrument (to be specified in the RFP).

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

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

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

6 Sanctions for Violations

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

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, any proceedings with the other BIDDER (s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such

outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To incase the advance bank guarantee and performance bond/warranty bond if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other state enacted for prevention of corruption.

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

## 7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of india or a PSU at a lower price, then that very price with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## 8. Independent Monitors

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

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

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

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

Name of the Tenderer

Signature & Stamp

- 8.5 As soon as the Monitors notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitors, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractor (s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ with 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10 Law and Place of Jurisdiction

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

11 Other Legal Actions

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

12 Validity

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

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

Name of the Tenderer

Signature  
Stamp

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER  
Name of the Officer  
Designation  
Deptt./MINISTRY/PSU

BIDDER  
CHIEF EXECUTIVE OFFICER

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

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

Name of the Tenderer  
Signature & stamp

## CHECK LIST

(FORM-'A')

**The following documents must be uploaded along with Annexure 'A' (Techno Commercial Bid) otherwise the same shall be summarily rejected. 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.**

Tender documents should be duly signed and stamped on each page

1. Please upload the copies of contract letter/purchase order/ Experience certificate during last 02 years as on 31.12.2018) .
2. Photocopy of PAN
3. GST Registration No.(if applicable)
4. EMD amount
5. If seeking exemption from payment of tender of Tender fee & EMD, Please enclose certificate issued by authorities under MSME act.
6. Certified copy of P&L account and Balance Sheet for the last 2 years
7. Income Tax Return of last 2 years (FY 2016-17, 2017-18) filed preceding to the date of this tender.
8. Copy of Registration certificate with ESI and PF(if applicable)
9. An Affidavit duly notarized on stamp paper of Rs. 10/-(non judicial) stated that:- In case any ambiguity notice in the documents submitted at any stage, we shall be entirely responsible and liable for any action as deemed fit under the law.

I/We have read and understood various forms and documents and am/are submitting tender complete in all respect. I/we agree to the terms & condition in the tender documents.

*Name of the Tenderer*

*Signature*

*stamp*



**TECHNO COMMERCIAL BID**  
**ANNEXURE – 'A'**

<b>Sl.No</b>	<b>Particulars</b>	
1.	Name of the Firm	
2.	Address of the Firm	
3.	Name of the Banker	
4.	Contact No. & Email id (if any)	
5.	In case of MSME Firm (Under MSME ACT exempted from payment of EMD) if yes, Copy of valid Registration Certificate to be uploaded.	
6.	<b>Status of the Firm</b> -please state whether Registered, Co-operative society, Public/Pvt. Ltd company,(Copy of authorization/Registration enclosed)	
7.	Previous Experience in the same trade with names of Hotels/Institutions served (Copy of work order/PO/Exp.Certificate of last 2 year to be uploaded)	
8.	Last 2 year Income Tax Return (FY 206-17, 2017-18,Copy to be uploaded)(as per clause 15 of Terms & Condition)	
9.	Certified copy of P&L account and Balance Sheet for the last 2 years(FY 2016-17, 2017-18) (copy upload)	
10.	Income Tax permanent Account No.(PAN) Copy to be uploaded.	
11.	<b>EMD Fee of Rs.9500/-</b> (Online Payment) UTR No/Transaction details of Earnest Money deposit (EMD) of Rs <span style="background-color: yellow;">      </span> /- only through RTGS/NEFT	
12.	RTGS/NEFT Details Account Name (For refund of EMD)-	Account Name- Bank Name- Account Number- IFSC Code-
13.	<b>GST registration No.</b> (Copy to be uploaded) (if applicable)	
14.	Copy of Registration certificate with ESI and PF(if applicable)	
15.	An Affidavit duly notarized on stamp paper of Rs. 10/- (non judicial) stated that:- In case any ambiguity notice in the documents submitted at any stage, we shall be entirely responsible and liable for any action as deemed fit under the law.	
16.	Duly digitally signed of all pages of Tender document with pre-contract integrity pact & Draft agreement to be uploaded	

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

Hotel Kalinga Ashok

FINANCIAL BID

ANNEXURE - B

ANNUAL MAINTENANCE CONTRACT for the Horticulture work ( Garden Maintenance & Land Scaping work) at Hotel kalinga Ashok, bhubaneswar for the period of one year from the date of award of work.

1)Before quoting the lump sum amount, the bidders are instructed to read the details of work to be executed as mentioned in FORM 'C'

2)Bidders are instructed to quote lump-sum amount on monthly basis.

3) Bidders are also requested to visit the premises to understand the area before quoting the rate.

<u>Sl.no.</u>	<u>PARTICULARS</u>	<u>Estimated Quantity</u>	<u>RATE(lump sum) Rs./Monthly basis</u>	<u>Amount</u>
1.	<u>SCHEDULE OF WORK AS PER ANNEXURE "A"</u> Horticulture work(Garden maintenance & Landscaping work) Minimum no. of gardeners 4(Four)	12 months services	<u>Rate not to be quoted here</u>	
	Total (Rupees)			

GST/any other taxes\_\_\_\_\_

Monthly Amount (in words)-----rupees only.

Seal:

Date:

Name & Signature of bidder

**EMD REFUND FORM**

Name of the tender applied for: \_\_\_\_\_ Date: \_\_\_\_\_

**Details of the bidder**

Name of the firm: \_\_\_\_\_

Address: \_\_\_\_\_

Name of the Authorized Signatory: \_\_\_\_\_

Contact No.: \_\_\_\_\_

Email id: \_\_\_\_\_

**Details of EMD submitted:**

Cash Deposited: Rs. \_\_\_\_\_ With: \_\_\_\_\_

Receipt No.: \_\_\_\_\_ Date : \_\_\_\_\_

Pay Order/DD No: \_\_\_\_\_ Dated: \_\_\_\_\_ Drawn on: \_\_\_\_\_

**In 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 &amp; 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

