

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

Engagement of contractor for Job Contract for Maintenance of Kitchen stewarding, Painting, Polishing, repair & maintenance works, up keeping, Data entry, Telemarketing, Housekeeping and utility, Serving jobs of Maintenance & Allied Services at Hotel Kalinga Ashok, Bhubaneswar.

1.	Title of Tender	Online e-tender for engagement of contractor for the Annual job contract at Hotel kalinga Ashok Bhubaneswar
2.	Product Category	Man power
3.	Sub Category	Man power
4.	Type of bidding	Two bids (Technical Bid and Financial Bid)
5.	Tender Value	Rs 67,50,000/-Approx.
6.	EMD Value	Rs. 135000 /- (online payment)
7.	Cost of Tender document(Non Refundable)	Zero
8.	Tender announcement/sales start Date	30.01.2019
9.	Last Date & Time of Submission of Bids	25.02.2019 Time 15.00 hrs
10.	Date & Time of opening of Technical Bid	26.02.2019 Time 15.00 hrs
11.	Pre-Bid clarification start & end date & time	06.02.2019 Time 14.00 to 16.00 hrs
12.	Pre qualification detailed	As per Bid with the desired EMD & Uploading document stated in Form -A
13.	Validity of offers	120 days from the date of opening of tender
14.	Details of the contact person for inspection of site/clarification, if any.	I/C (HR) HOTEL KALINGA ASHOK
15.	Contact Person	I/C(HR) Hotel Kalinga Ashok, Gautam Nagar, Pin-751014 Ph-0674-2431055/2432056

For any clarification regarding online registration and online submission etc 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>, Bidders in their own interest, may approach the e tendering helpdesk well in advance to ascertain the requirements to participate in the tender.

General Manager
HOTEL KALINGA ASHOK

TENDER NOTICE

Online E-tenders are invited **Under Job Contract for Maintenance of Kitchen stewarding, Painting, Polishing, repair & maintenance works, up keeping, Data entry, Telemarketing, Housekeeping and utility, Serving jobs of Maintenance & Allied Areas at Hotel Kalinga Ashok, Bhubaneswar** as per the specifications given in the tender. The tenders are required to be submitted online in two bid system (technical and financial bids) in the prescribed format. The tenders can apply from the website **<https://etenders.gov.in/e procure/app>** or through a link- Tenders > E-procurement on website **www.theashokgroup.com**. **The EMD of Rs. 135000/-- in words (Rupees One Lakh thirty five thousand only)** (Refundable without interest to unsuccessful parties on finalization of the tenders) 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.

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

CRITICAL DATE SHEET

Tender Announcement Date	30.01.2019
Pre-bid Meeting & Venue	06.02.2019 (14.00 – 16.00) Hrs
Last Date and Time of Tender Submission	25.02.2019 Time 15.00 hrs
Date and Time of opening of Techno commercial bid	26.02.2019 Time 15.00 hrs
Contact Person	I/C(HR)

Bid Submission:-

- Bids shall be submitted online only at CPPP website:- <https://eprocure.gov.in/eprocure/app>.
- Bidders are advised to follow the instructions “Instructions To Bidder for Online Bid Submission” provided in the Annexure I for online submission of bids.
- Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- Intending tenderers are advised to visit the I.T.D.C. website:-www.theashokgroup.com 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.

General Manager
(Complete Address Along with E-Mail)

EMD REFUND FORM

Name of the tender applied for:_____ Date:_____

Details of the bidder

Name of the firm:_____

Address:_____

Name of the Authorized Signatory:_____

Contact No.: _____

Email id: _____

Details of EMD submitted:

Cash Deposited: Rs._____ With: _____

Receipt No.: _____ Date : _____

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

I case of payment through RTGS please provide the

Bank transaction reference number: _____

In case of payment through NEFT please provide the UTR

Number:_____

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

OPGR No: _____

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

Name of Bank: _____

Branch Name & Address:_____

IFSC code: _____

Account No.:_____ Account Type:_____

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

Signature of the authorized signatory

Name:_____

Designation: _____

Official Seal

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 TENDERS

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.

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.

Hotel Kalinga Ashok

A unit of ITDC
(Goutam Nagar, Bhubaneswar-751014)

NOTICE INVITING TENDERS

Tender for Selection of Agency for *NIT for Selection of Contractor for Job Contract Work*
At Hotel Kalinga Ashok

Online Tenders are invited by Hotel Kalinga Ashok, Bhubaneswar (a unit of India Tourism Development Corporation Ltd.) from well reputed and experience agencies/firms/service provider for the aforesaid job work as per detail outlined at annexure I.

The tenders are required to be submitted online in two bids system in the prescribed format the tenders can be applied from the website <https://itdc.eproc.in> or through link- About us>Tenders>E-procurement on website www.theashokgroup.com. The tenders document fees of Rs Nil/- and **EMD of Rs.135000/--(Rupees One lakh Thirty five thousand only) (refundable without interest)** to be deposit through online payment through NEFT/RTGS. The cost of money transfer (including payment gateways commission and tax etc.) has to be borne by the bidder.

The prescribed service 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 & time of tender submission. The techno -commercial bid will be opened on the date & time of opening in presence of intending bidders. Financial bids of only technically qualified tenders shall be opened at the later date. The date of opening of financial bid will be intimated to only technically qualified bidders. The management reserve the right to accept/reject any or all bids in part or all without assigning any reason thereof.

Intending bidders in their own interest may approach the e tendering helpdesk well in advance to ascertain the requirements to participate in the tender.

The tenderer should carefully read the clauses hereunder, before submitting their tender, clarifications, if any, may be sought prior to submission of tender. No request for clarification will be entertained once the tender is submitted.

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 uploaded 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

Eligibility Criteria

I. The Service Provider should be financially sound having experience of similar work in 5/4/3 star hotels, hospitals, autonomous bodies, Government Bodies, educational institutes and large commercial establishments for a minimum **period of three years** and competent to carry out the contract to the satisfaction of the Management. The contract will be for a period **of one year** from the date of award of contract and may be renewed for a further period of **one year** on the discretion of the Management on the same terms and conditions as may be agreed upon by the Company and the Service Provider. Average Annual financial turnover of the bidder during last three financial years

2015-16, 2016-17, 2017-18 should be at least 30% of the estimated cost.

II. **Experience of having successfully completed similar work during last one year ending 31.3.2018 should be either of the following :-**

- a) **Three similar completed works costing not less than the amount equal to 40% of the tender value (estimated cost) excluding GST.**
- b) **Two similar completed work costing not less than the amount equal to 50% of the tender value (estimated cost) excluding GST.**
- c) **One similar completed work costing not less than the amount equal to 80% of the tender value (estimated cost) excluding GST.**

III. Tendering should be done through e-tendering through website NEFT/RTGS. The EMD (Refundable) is to be submitted through on-line through <https://etenders.gov.in/eprocure/app>. The cost of money transfer (including payment Gateways Commission and Taxes etc) has to borne by the bidder.

The cost of money transfer (including Payment Gateways Commission and Taxes etc) 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 be liable (in any case) for delay/non-payment in this regard.

IV. The earnest money is refundable to the unsuccessful tenderers after finalization of tender and adjustable in the Security deposit for successful tendered/s. Tender without earnest money shall be summarily rejected. No interest is payable on the EMD.

V. The last date of receiving tender is **25.2.2019(15.00 Hrs)**. The tenders will be opened at 15.00 Hrs on **26.02.2019** in the office of Unit Tender Award Committee at Hotel Kalinga.

VI. The tender document fee of Rs. Nil/- has to be deposited through online payment through NEFT/RTGS. The cost of money transfer (including payment gateways commission and taxes etc) has to be borne by the bidder. Tender without tender document fee will be summarily rejected.

The bidders who have downloaded the tender documents shall be solely responsible for checking the website for any updates/modifications/alterations changes made in the Tender document or any related document as issued by the Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) subsequently and take into consideration the same while preparing and submitting the bid. In case of

any discrepancy between the tender documents downloaded from the web site and the master copy available in the office, the latter shall prevail and will be binding on the tenderers. No claim on this account will be entertained. It is clearly understood that Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) will accept the Tender documents as available in the website and the tender shall be rejected if any tampering in the tender document is found to be done at the time of opening of tender.

VII. EMD (Refundable without interest) of Rs. **INR 135000/--(one lakh thirty five thousand only) has to be deposited through online payment through NEFT/RTGS.**

The cost of money transfer (including payment gateways commission and taxes etc) has to be borne by the bidder. No interest will be payable on EMD. The Earnest Money is refundable to the unsuccessful bids after the finalization of the tender and adjustable in the security deposit for successful tenderers. Tender without EMD shall be summarily rejected.

VIII. The rate of financial bid are not to be quoted in the technical bid. In case same are given, then the tender shall be summarily rejected.

IX. During the process of e -tendering, the bidder must be extremely careful in making their bids and will be fully liable and responsible for the bids submitted by them, including any error made by them if any and no complaints/representations in this regard will be entertain by ITDC. It must clearly understand that the Hotel Kalinga Ashok, Bhubaneswar management reserved the rights to reject any tender without assigning any reason whatsoever. The tender shall be bound by the terms and conditions on the tender/agreement and shall not raise any objection on the same once the tender award is executed. The validity of offer should be for a period of 120 days from the date of opening of technical bids.

Tenderers must be careful to read the terms and conditions of Tender documents before submitting their offer. The Service Provider shall submit his Tender only after carefully examining the whole of the Tender documents and the conditions of Tender and of contract, general scope of work, etc. Any information/documents furnished by the tenderer, if found incomplete/false at any time, The Hotel Kalinga Ashok (A UNIT OF ITDC) will be at liberty to take action as deemed fit and shall terminate the contract forthwith. " 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 Agency, or the Agency has made material misrepresentation or has given any materially incorrect or false information, the Agency shall be disqualified forthwith, if not, yet appointed as the service provider and if the Agency has already been issued the LOI 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) / Performance Security by a communication in writing by the Corporation/Hotel to the applicant, without the Corporation/Hotel being liable in any matter whatsoever to the Applicant and without prejudice to any other right or remedy which the Corporation/Hotel may have under the Bidding Documents, the Contract or under applicable law. Besides, the Corporation/Hotel reserves the right to blacklist the Agency for any future dealing along with initiation of any appropriate penal action as per the applicable law. "

X. The individual/firm and its partners/company including its directors applying for the contract should not have any type of criminal records. Persons/companies against whom any type of criminal proceedings are pending before any court in India or abroad should not apply.

XI. The various provisions of labour laws as applicable with regard to the engagement of persons for job contract which are of statutory in nature shall be strictly implemented/ complied with by the Service Providers. The labour provisions as mentioned in the tender documents shall be adhered to by the Service Providers and the Service Providers shall quote their rates for the work excluding EPF, ESI and GST which will be reimbursed on production of deposit challans/proof of payment on actual basis. The Service Provider is requested to submit separate challans towards deposit of PF & ESI contributions in respect of the staff deployed by him exclusively for such job contract without mixing with other existing contracts with the Service Provider.

XII. The Service Provider is solely responsible to make all payments to the workers in accordance with the provision of relevant labour laws and the Hotel Kalinga Ashok (A UNIT OF ITDC) will have no liability whatsoever in this regard. Further, the Service Provider shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under applicable laws of India.

XIII. It shall be the responsibility of the Service Provider to deploy minimum workforce (as committed) for carrying the job work in each area satisfactorily. All staff should be uniformed (as detailed in scope of work/approved by the management), trained and security cleared. In exigencies, the management reserves the right to give direction to the Service Provider to depute the manpower for longer hours also. The Service Provider is required to provide competent Supervisor/Manager/Authorized Representative without any additional cost for overall coordination and supervision of all activities of the workforce required/deployed as per the Scope of work under the contract. He will also be responsible for the conduct and discipline of the operative staff. The Supervisor/Manager/Authorized Representative has authority to receive and act on such instructions issued by the Hotel Kalinga Ashok (a Unit of ITDC). He will maintain separate attendance register, duty roster for the workforce engaged by the Service Provider on daily basis and will submit the same as and when required/ asked for Hotel Kalinga Ashok (a Unit of ITDC). There would be no direct supervision/ control exercised by the Principal Employer in respect of employees employed by the Contractor.

XIV. The tenderer must have their own telephone at their office/shop/residence and no PP number shall be acceptable. The Service Provider shall not be allowed to transfer, assign, pledge or sub-contract the work awarded to them in full or part and its rights and liabilities under this contract to any other Service Provider without the prior written consent of The Hotel Kalinga Ashok (A UNIT OF ITDC). Once the rates have been quoted and offer made, refusal to accept the work by the Service Provider shall invite forfeiture of EMD and the Service Provider shall be declared disqualified for further tendering. The Hotel Kalinga Ashok (A UNIT OF ITDC) reserves the exclusive right to award the abovementioned contract in any manner to get the best results out of this contract.

XV. Successful bidder will have to deposit 10% of estimated value i.e. Rs.6,75,000.00 (Rupees six lakhs seventy five thousand only) to Hotel Kalinga Ashok (unit of ITDC) as performance security within 07 days of receipt of LOI and before the execution of service contract by successful bidder in the form of RTGS/ NEFT or any other online mode in favour of Hotel Kalinga Ashok on any scheduled bank payable at Bhubaneswar adjusting the EMD so deposited earlier along with the bid.

Retention Money will be deducted @ 5% of gross amount from every monthly bill, which will be retained by Hotel Kalinga Ashok as Interest free Security Deposit and will be refunded after three months subject to submissions of documents for statutory compliances i.e. ESI, PF remittances etc. The Hotel Kalinga Ashok (A UNIT OF ITDC) has the option to recover the dues, if any, paid by Hotel Kalinga Ashok (to any other Service Provider/work- force to get the work completed/ and also towards any other amount recoverable from the Service Provider.

XVI. Any bidder requiring clarification on the Tender Documents may contact the following persons on any working day between 10 to 5 from **30.1.2019 to 6.2.2019**. All the interested bidders are requested to attend the pre-bid meeting to be held on 6.2.2019 at 14:00 PM to 16:00 PM in HR Dept., Hotel Kalinga Ashok as per the scheduled time and date given herein to seek clarification of their queries and also to apprise themselves about the scope of work and requirements, non attendance at the pre-bid will not be cause of disqualification of the bidders. However, all bidders are requested to invariably attend to avoid any confusion and to obtain all required qualifications:-

CONTACT PERSON

1. In-Charge (HR),
Tel.No. 0674-2431055/56

XVII. Selection process and award of work:

- a. Hotel Kalinga Ashok does not bind itself to accept lowest or any other tender/bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reasons whatsoever and without thereby, incurring any liability to the affected bidder on the grounds for management action.
- b. On the basis of furnished by the tenderer in technical bids along with supporting documents wherever necessary tender will be technically evaluated by THE Hotel Kalinga Ashok, Bhubaneswar against the prescribed eligibility criteria. Details in this regards are furnished in the section B of this tender document.
- c. The bidder will have to furnish the requisite documents attested by Notary Public / Gazetted Officer supporting the qualification/ Eligibility criteria/ credential as specified in the bid document, failing which the bid is liable to the summarily rejected. Further, the bidder will have to produce the original of the submitted documents as and when required/ asked by the Hotel Kalinga Bhubaneswar.
- d. All required supporting document digitally signed must be uploaded as per the prescribed method along with techno-commercial bid of the tender.
Any page of documents, digitally not signed will not be accepted.

XVIII. All future corrigendum's, addendums, amendments, extension of bid submission date with regards to this bid if any shall be published only at website NEFT/RTGS or through link <About us> <Tenders><e-procurement>on website www.theashokgroup.com all the bidders are represented to look at the website for this purpose regularly. Further, all the interested bidders represent to attend the pre-bid meeting to be held in the Hotel Kalinga Ashok, Bhubaneswar as per the scheduled and time and date given herein to seek clarification of their queries and also to apprise themselves about the scope of work and requirement. Non-attendance at the pre-bid meeting will not be cause of disqualification of the bidder. However, all bidders are requested to invariably attend the pre-bid meeting to avoid any confusion and to obtain all required clarifications.

XIX Original documents if required may be asked from the tenderers for cross verification.

XX An affidavit on stamp paper of Rs.10 (non-judicial) be submitted along with the technical bid stating that "in case any ambiguity is noticed in documents (Listed out document submitted at any stage we shall be entirely responsible and liable for any action as deemed fit under the law). This should be notarized. Since the mode of submission of document is through e-tendering the affidavit as specified above shall be considered valid legally for tenders evaluation and the same original affidavit will be submit by the bidder on or before opening of the technical bid in the office of Incharge (HR), Hotel Kalinga Ashok, Bhubaneswar.

XXI. All the tenders have to enter into a pre contract integrity pact and signed copy has to uploaded along with the technical bid.

XXII. The successful Service Provider shall execute the Agreement with THE Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) positively within 10 days of award of the Job Contract and before providing of service, failing which the award of job contract shall be liable for cancellation. It is made clear that the General terms and conditions, Technical bid, Scope of work, Financial Bid etc. Attached with the Tender documents are deemed to form an integral part of the contract

FOR & ON BEHALF OF THE Hotel Kalinga Ashok

(a unit of ITDC)

Annexure – “I”

SCHEDULE OF MANPOWER FOR WORK

S.No.	Department						Area Of Operation	Mandays
	Sp Skilled	HS	Skilled	Semi Skilled	Un-Skilled			
1.	Front Office	-	1	2	-	-	Reception & Bell Desk	1095
2.	F&B(S)	-	1	5	-	-	Restaurant, Room Service, Banquet	2190
3.	F&B(P)	-	6	-	4	-	Kitchen(Tandoor, Chinese, Continental, Indian, Pantry, Utility)	3650
4.	Housekeeping	-	-	-	6	-	Rooms, Floor, Lobby, Lawn, Parking, Pool Side, Offices	2190
5.	Maintenance	-	5	-	-	-	Electrician, AC Mechanic, Carpentry, Painter, Maison, Plumber, Life Guard, Gardener	1825
6.	Security	-	-	-	-	-	Time Office, Main Entry/Exit, Lobby Gate, Parking	
7.	Accounts	-	1	-	-	-	Accounts, Cashier, Tally, Data Entry	365
8.	Store	-	1	-	-	-	Store, Data Entry	365
9.	GM Office & Kitchen control	-	1	-	-	-	Office	365
	HR	-	1	-	-	-		365

The above per category staff requirement is minimum nos. Of workforce to be deployed by the Service Provider. The Service Provider may decide to deploy more staff per category depending on their assessment of the scope of work for various activities. No additional payment shall be made if the Service Provider keeps more staff at site for completing the pending work or if the minimum staffs are not able to perform satisfactorily as per contract provision.

		<u>QUALIFICATION</u>
Category	Qualification	– Educational/Technical

Front-Office coordinator/Guest Relation Executive (GRE) etc.	One year diploma in FO/F&B Service from AIHT&M or recognized institute OR Graduate with good command in English
House-Keeper/Desk Attndt.	Graduate in Hotel Management OR Graduate with 1 year relevant experience.
Order taker/Waiter/Sales Girl etc.	10+2 with diploma from Food Craft Institute NCHMCT/NCTVT OR one year diploma in F&B Service from AIHT&M/recognized institute with good command in English
Cooks	10+2 with Dip. In Cookery/Bakery from Food Craft Institute(FCI) through NCHMCT/recognized Institute or NCTVT apprenticeship training in the relevant trade with 2 years experience. Lucknawi cook; Skilled professional with 3 yrs. Experience without formal qualification.
Pantryman	Pantry Man: 10+2 with Dip. In cookery from FCI through NCHMCT/recognised institute or NCTVT apprenticeship training in relevant trade with 1 year experience.
Office Asstt./ Computer Coordinator	10+2/ Graduate with certificate course in computer and having good computer typing speed
Cashier	Graduate preferably in Commerce Stream with proficiency in computer operation
Helper(Maintenance)	10 th pass with 1 year experience in the relevant field
Communication Attendant	10+2 with diploma from Food Craft Institute, NCHMCT/NCTVT or one year diploma in Housekeeping from AIHT&M/ recognised institute with good command in English.
Night Auditor	Graduate in commerce and proficiency in computer operation with one year experience
Tailor	10 th passes with two year working experience in the relevant field.
Stores coordinator	10 th pass with one year relevant experience.

Manpower Resources:

The Service Provider shall provide the aforesaid Job Contract Services round the clock in shifts as per the requirement of THE Hotel Kalinga Ashok (A UNIT OF ITDC). The Service Provider should ensure to maintain the adequate number of manpower as committed and also arrange a pool of standby staff of equal status.

In case any staff of the Service Provider is absent from the duty, a reliever of equal status shall be provided by the Service Provider from an existing pool of staff. The leave arrangement as and when required shall have to be made by the Service Provider only and there shall not be any additional liability on THE

Hotel Kalinga Ashok (A UNIT OF ITDC) in this regard. The service provider is deemed to have quoted to cover for extra manpower requires as relief on weekly off/holiday/leave. Therefore, the service provider should supply extra manpower of suitable category and not rotate the same manpower by giving addition duties during weekly off/leave/holidays etc.

The Service Provider shall ensure that all persons employed by him shall be of good conduct, character, efficient, and conversant with the nature of work. They should be in proper uniform and identity cards whenever they are in the complex. Antecedents of each worker and supervisors of the Service Provider, who will be present/deployed in the premises of Hotel Kalinga Ashok, Bhubaneswar in connection with execution of assigned job, should be duly verified by the Police Authority. No person having adverse antecedents should be permitted to work or visit the premises of Hotel Kalinga Ashok , Bhubaneswar during contract period. The Service Provider is bound to remove any of the workers employed by him and arrange for replacement of removed person as and when advised to do so by THE Hotel Kalinga Ashok (A UNIT OF ITDC). THE Hotel Kalinga Ashok reserves the right to conduct further verification/check in order to validate the checks conducted by the Service Provider. The staff deployed by the Service Provider should be properly trained have requisite skills, qualification and experience for carrying out a wide variety of work using appropriate materials and tools/equipments.

The manpower deployed for services will remain available at the place of their duty as per roster posted by the Service Provider. The Service Provider will ensure that tender specified manpower for rendering required services is available at the place of duty at all times. If THE Hotel Kalinga Ashok (A UNIT OF ITDC) finds that the service providers committed manpower is not able to provide satisfactory service, the service provider will have to provide additional hands without any increase in the monthly bill. It shall be the Service Provider's responsibility to attend emergency work in time. No extra payment will be made for working on odd hours/emergency work. In case of reduction in scope of work at any time during the term of contract, the Service Provider will reduce the mandays appropriately and payment will be reduced proportionately to this effect.

THE Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) reserves the right to revise the scope of work under intimation of the Service Provider. In case of revised scope of work (increased/ decreased), the amount as agreed with the Service Provider for providing assigned services shall be reconsidered by THE Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC).

Uniform:

The manpower deployed by the Service Provider should be provided by the agency the uniform and identity cards whenever they are in the premises of The Hotel Kalinga Ashok, Bhubaneswar. The Number of uniform to be provided every year and the first uniform to be provided before the date of commencement of the service as per the details furnished below.

Gent:
(Normal)

At least Two sets of Terry cot Trousers,
At least Two sets of Terry cot Full sleeve Shirts (Plain or stripe)/
Chef Coats
At least One pair of Black shoes, Two pair of Socks, One
pair of
At least Striped Tie/bow (as per requirement), one pair named
badges.

Department wise

1. Front Office – Coat Pant – 2set – Light Brown, Tie, 2 Pair Socks, 1 Pair Black oxford shoes.
2. F&B - Waiters – Bow, Apron, Waist coat (stripes black & white), 2 white plated shirt, 2pair socks, 1 pair black shoes
Supervisor- Coat &Pant – 2set – Light Brown Tie, 2 Pair Socks, 1 Pair Black oxford shoes.
3. Housekeeping-02 Chinese Collar Shirt (maroon) and 2 Slate Brown pant, Pair Socks, 1 Plair Black oxford shoes.
4. Kitchen – Chef Coat, cap, pant, 3 Apron, 2 Pair Socks, 1 Pair Black oxford shoes.
5. Maintenance – Navy blue Pant and shirt (Dugree) 2 Pair Socks, 1 Pair Black oxford shoes.
6. Security – Khakhi Colour security man uniform pant/cap, shirt and Long Overcoat for winter, 2 Pair Socks, 1 Pair Black oxford shoes.
7. Office –Two set of TC Trouser , Full sleeve Shirt , 2 Pair Socks, 1 Pair Black oxford shoes.

Lady :

1. Two sets of Sarees or Terry cot Salwar/Kameez with accessories, One pair of Black Sandal, Two sets of Socks, one pair named badges.

- The proper washing of the uniform of the workers to be deployed by the Service Provider will be borne by the Service Provider.
- No branding of vendor will be allowed.

- Pattern, Design and colour of Uniform is to be approved by the Company, in advance.

- No lockers will be provided by the Company.
- One pair name badges.

GENERAL TERMS & CONDITIONS FOR CONTRACT.

It is understood that following shall be adhered to by the Service Provider upon signing the bid documents and on submission of the bid:

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 Manpower 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. **Techno commercial 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 2% 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.

1) **EMD-The EMD of Rs. 135000/--** (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 – UTBI0HKA AK34
- 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 assessment 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. Samples for the quoted items have to be submitted before the closing date for receipt of online bids and the same should be submitted in the office of General Manager, Hotel Kalinga Ashok else the bid is liable for rejection.
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. The tenders submitted will be valid for a period of 120 days from the date of opening of the technical bids.
24. In the event of failure on the part of the "supplier" to supply the material, as per the given schedule or short supplies the Unit/corporation shall have the right to make alternative arrangement at the cost, risk and responsibility of the supplier. The supplier shall reimburse the extra cost to the Unit/Corporation and in case of his failure to do so the Unit/Corporation shall have the right to recover the amount from the security deposit of the supplier, any dues owed to the Unit /corporation by the supplier. It should be clearly understood that the Unit/Corporation right and the supplier's obligation for compensations is not limited to the extent of security deposit and/or the dues owed and the unit/corporation shall have the right to proceed against the supplier for the recovery of its claim in excess of the security deposit and /or the dues available with the Unit/Corporation. The Unit/Corporation has the right to withhold the security deposit and appropriate the same if need be until the dues of the supplier are fully settled.
25. 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.
26. 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.
27. The party shall ensure that the invoices raised from time to time are timely and correctly reported to their outward return.
28. 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.
29. Intending bidders in their own interest may approach the e-tendering helpdesk well in advance to ascertain the requirements to participate in the tender.
30. That in case of JV/Partnership, all partners shall be liable jointly and severally and be responsible for execution and operation of the assigned job in accordance with the contract terms.
31. That the persons to be engaged are adult workers who have attained the age of 18 years and in good physique and sound health and holding a minimum educational qualification to discharge the responsibility of work bestowed on them, along with desirability of having experience in the relevant field of work;

32. That the persons will be paid at least the Minimum Wages as per Minimum Wages Act and other prevalent Acts & Rules as notified/ordered by the appropriate authority from time to time;
33. That the monthly contributions on account of EPF & ESI etc. As applicable under relevant rules for engagement of the persons will be paid by the Service Provider from time to time to the appropriate authorities and the receipt/ECR thereof would be produced to THE Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) on month to month basis before clearance of dues/ reimbursement on actual of particular month; Half yearly/Yearly ESI/PF Returns should be submitted for verification within the due date.
34. That the Service Provider will be held responsible for any damage caused by his person/persons to the property of THE Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) intentionally or unintentionally in course of discharging of the work assigned to them or otherwise and the decision of the competent authority of THE Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) regarding determination of such compensation payable by the contractor shall be final and binding;
35. That the employees of the Contractor will be allowed paid holidays other than weekly off day as per prevalent labour laws in State / Centre at the cost of the Contractor firm;;
36. That The Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) will not be responsible to pay any other charges or Costs/Compensation/ Damage in respect of engagement of such employees of the Contractor except for what is specifically mentioned in the Contract.
37. That due to administrative or any other reason(s), if no work is allotted or assigned to the Contractor's employees for job contract for any day(s), then that/those day(s) will be treated as "no work no pay" basis; maintained by the service provider at, staff entry gate of The Hotel Kalinga Ashok, Bhubaneswar .In case of absence of Contractor's employee(s) except on weekly off/ leave, the day/days will be treated as "No work no pay" basis;
38. That the Service Provider will accept full and exclusive responsibility for payment of Wages, Overtime, PF, ESI, Bonus, Leave, Gratuity etc. And other statutory obligations, those applicable presently under law or are made applicable in future by State/Central Govt./Local Bodies in respect of the his employees deployed by him at the site of Principal Employer. The successful tenderer should accept full and exclusive responsibility for insurance of all the persons deployed by him.
39. That the Service Provider shall also comply with the provisions of relevant Acts viz. Contract Labour (Regulations and Abolition) Act, 1970, Industrial Disputes Act, Employees State Insurance Act, Workmen's Compensation Act, Payment of Wages Act, Payment of Bonus Act, Payment of Gratuity Act, Shops & Establishment Act, Employee's Provident Fund and Miscellaneous Provisions Act, 1952, Minimum Wages Act and other applicable Statutory Laws, Rules and Regulations, and as modified from

time to time and take such necessary steps as may be deemed necessary in this regard. If the Payment of Bonus Act is applicable to the tenderer's firm, they should comply with the provisions of the Act and the rules made there under, as modified from time to time. The Contractor shall satisfy all the queries asked for by the representatives/ Authorities of the Labour Department/EPF/ESI/ITDC etc. And produce all relevant documents during inspections.

40. That if because or any strike or lockout in the Company, the Contractor is unable to function or his business is affected, then the company shall not be liable for any loss which the Contractor may suffer in this regard;
41. That the Agency shall ensure and keep insured its personnel so deployed in the premises (unit) against all liabilities for death and/or injury whatsoever, that may arise in course of or on account of any accident while performing the assigned job. The Company will not be responsible and shall not be held liable for any such death, injury or accident to employees and other personnel deployed by the Contractor/Agency. In the event of Unit/ITDC is held liable to pay any damage or compensation in respect of such employees (of the Contractor), the Agency shall reimburse such damage or compensation on demand from Unit/ITDC or the Unit/ITDC shall be entitled to recover/adjust the same from the amounts payable to the Contractor towards his monthly bills or from his Security Deposit.
42. 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.
43. Obligation of Service Providers to be adhered to:
 - i. Obtain Labour License at his cost from the appropriate Licensing Officer.
 - b. Employment Card as per Rule 76 of Contract Labour (R&A) Act.
 - c. Appointment Letter to his employee.
 - d. In addition, 03 paid holidays viz Republic Day, Independence Day, Mahatma Gandhi's Birthday, a total number of 27
(15 P/L & 12 C/L) days in a calendar year shall be admissible to the workmen of the Service Provider as leave with wages, which is to be extended by the Service Provider.
 - ü Maintain all records and Registers required under the Law.
 - ü Remit Provident Fund contributions in prescribed forms.
 - ü Obtain insurance cover, in respect of his staff at his own cost.
 - ü Deposit ESI Contribution with appropriate authority.
 - ü Submit challans of PF & ESI contributions every month.
 - ü Distribute wage slip each month to his employee.
 - ü Ensure payment as per Minimum Wages Act 1948(as revised time to time by the appropriate Govt.) in presence of authorized representative of management.

- ü Submit PF & ESI Monthly/Half Yearly/ Yearly Returns & Inspection report.
- ü Maintain Attendance Register and Biometric computerized attendance system in respect his workers deployed in The Hotel Kalinga Ashok, Bhubaneswar.
- ü The Wages of workmen are to be paid by the 7th of every month.
- ü Submit duly signed and stamped declaration as per standard proforma enclosed with NIT with monthly bill.

44. Earnest Money :

Earnest Money/ Bid Security (as mentioned in the NIT) is to be deposited through on-line payment by NEFT/RTGS The cost of money transfer (including payment gateway commission and taxes etc.) has to be borne by bidder. No interest will be paid on EMD. The Earnest Money is refundable to the unsuccessful bidder after the finalization of the tender and adjustable in the security deposit for unsuccessful bidders without Earnest money summarily rejected.

In order to avail the MSME facility the bidder is required to upload their updated valid registration certificate & other relevant documents.

45. One Bid per Bidder :

Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a joint venture or a public/private limited firm for the job work as outlined in the NIT. A Bidder who submits more than one Bid will be disqualified.

46. Amendment of Tender Documents : Before the deadline for submission of Bids, The Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) may modify the bidding documents by issuing addenda. Any addendum thus issued shall be part of the bidding documents and shall be hosted on the NEFT/RTGS or <https://www.theashokgroup.com>. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, THE Hotel Kalinga Ashok, Bhubaneswar (unit) shall extend, as necessary, the deadline for submission of Bids and the same is also to be communicated simultaneously to all the purchasers of Bidding Document.

47. Site Visit :

47.1 The Bidder, at his own responsibility, cost and risk, is encouraged to visit and examine the Site of work and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the work. The costs of visiting the Site shall be at the Bidder's own expense. It shall be deemed that the tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates

47.2 It will be imperative of each Tenderer to fully inform himself/herself of all legal conditions and factors, which may have any effect on the execution of the contract as described in the tender documents. THE Hotel Kalinga Ashok,

Bhubaneswar (A UNIT OF ITDC) shall not entertain any request for clarification from the bidders regarding such legal conditions.

47.3 It is the responsibility of the bidder that all factors have properly been investigated and considered while submitting the bid and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by THE Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC).

48. Amendments/Modification and Withdrawal of Bids :

In case the bidder has submitted the bid well before the deadline such bidder is permitted to submit alteration/modification to his tender upto the last date and time of bid submission. Withdrawal of a bid at any time will result in forfeiture of the EMD.

49. Change Orders or Additional Work :

THE Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) may at any time by a written order given to the Service Provider make changes within the existing general scope of the contract. It is understood that any changes/modifications to the scope of work prior to signing this contract will not constitute a change order. Any work or operation which shall be necessarily incidental to the proper performances of any item or work or part thereof shall be deemed to have been by implication provided for in the relevant item of work or part thereof and shall not constitute extra work. Any extra quantity of work already awarded will not come within the scope of "Extra work".

50. Bid Validity:

Bid shall remain valid for a period not less than 120 days after the deadline for bid submission. A bid valid for a shorter period shall be rejected by THE THE Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC). In exceptional circumstances, prior to expiry of the original time limit, THE THE Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) may request that the bidders may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for a period of the extension.

51. Rate Validity :

The prices shall be quoted by the Bidder entirely in Indian Rupees. All rates quoted shall not be affected by any escalation in rates whatsoever and valid for the total period of contract. Items for which no rate or price is entered by the bidder will not be paid by THE Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) when executed and shall be deemed covered by the other rates and prices in the price bid. However, any change in the minimum wages and statutory payment being notified from time to time by appropriate authorities, the agreed rate will be considered for revision only after written request received from the concerned Service Providers after payment to his workmen on revised rate.

52. The bidder shall accept all the clauses of NIT failing which their bid/tender is liable to be rejected. No claim for financial or any other adjustments to Value of Contract, on lack of clarity of any such factors shall be entertained.

53. Performance Security/ Security Deposit/Bank Guarantee :

53.1 Security Deposit shall consist of two parts;

a) Performance Security to be submitted at award of work and

b) Retention Money to be recovered from running bills.

The security deposit shall bear no interest.

53.2 Performance Security should be 10% of contract amount and should be submitted within 15 days of receipt of LOA by the successful bidders in the form of Demand Draft/certified cheque drawn in favour of ITDC on any Scheduled Bank payable at BHUBANESWAR after adjusting the EMD so deposited earlier along with bid. The amount deposited in cash with ITDC towards Performance Security is also acceptable. Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security.

53.3 Retention Money should be deducted at 5% of the gross amount from every monthly bill. Retention Money will be refunded after three months subject to submission of documents for statutory compliances i.e. ESI, PF remittances etc and reconciliation by the unit.

53.4 Performance Security will be refunded within 30 days of the submission of clearance certificate from all departments and necessary certificate/proof regarding deposit of PF & ESI and other statutory dues with the appropriate authorities. Contractor shall submit an affidavit certifying that the legal dues of all the workmen including those who may have been employed through sub-contractor, if any, have been duly settled. The Contractor shall also submit an Indemnity Bond indemnifying the Company from against all claims that may be staked either by his employees (against the Company) or may otherwise arise in respect of any statutory liability (ies) concerning his employees deployed with the Principal Employer.

54- GST

54.1 Quoted prices/rate should be inclusive of all taxes and duties, except GST & GST cess(if applicable) hereinafter termed as GST. Please note that the Supplier(Service Provider) shall submit the GST compliant tax invoice/debit note/revised tax invoice. .GST charged in the tax invoice/debit note/revised tax invoice by the Supplier shall be released separately to the Supplier only after Supplier files the outward supply details in GSTR-1 on GSTN portal and Reconciliation of Inward supply is done by The Ashok/ITDC with corresponding details of outward supply of Service Provider and Supplier accept the changes made by The Ashok Hotel/ITDC and has paid the GST at the time of filling the monthly return.

54.2 The Vendor shall pass the benefits accrued due to the GST to The Ashok Hotel/ITDC . In contingency of any legal proceedings/action taken by the tax authorities for non compliance of anti profiteering clause by the Vendor, the Vendor shall indemnifies The Ashok/ITDC from any losses monetary or otherwise suffered on account of non compliance of anti profiteering clause by the Vendor.

55 Insurance Coverage :

The Service Provider shall take accidental Insurance coverage for their employees other than ESI and undertake to indemnify and keep indemnified the department/Company from against all manners of claims and demands, losses, damages and cost (including Legal costs) and expenses that may arise in regard to the same or that the Department may suffer or incur with

respect and / or incidental to the same. The contractor at his own expenses arranges to effect and maintain until the virtual completion of the contract.

56. Corrupt or Fraudulent Practices :

THE Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) requires that Service Provider observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, THE Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) will reject a proposal for award if it determines that the bidder recommended for award has indulged in corrupt or fraudulent practices in competing for the contract in question. Further, THE Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) will declare the Firm ineligible and put on Holiday, either indefinitely or for a stated period of time if it at any time determines that the Firm has engaged in corrupt/fraudulent practices in competing for, or in executing a contract.

57. Change of Ownership :

The Service Provider shall notify THE Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) of any material change in their status in particular where such change would impact on performance of obligations under this contract.

The obligation of the supplier company/firm under this contract shall not cease even if the Ownership changes. The successor or transferee shall have the obligation to perform the contract. In the event of the Service Provider, with prior consent/approval in writing, transferring the business during the period of this contract, the Service Provider shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagements of the Service Provider under this contract and be subject to his liabilities there under.

58. Force Majeure Clause :

Any delay or failure of the performance of either parties thereto shall not constitute default hereunder or give rise to any claim for damages, if any, to the extent such delays or failure of performance caused by occurrences such as acts of God or the public enemy, expropriation or confiscation of facilities by Government authority, compliance with any order or request of any Governmental authorities, acts of war, rebellion, sabotage, fire, floods, explosions, riots or illegal strikes, provided always that such occurrences result in impossibility of performances of the contract. Only events of Force Majeure which impedes the execution and/or performance of the contract at the time of its occurrence shall be taken into cognizance.

59. Blacklisting/Removal from Work :

The Service Providers shall be removed from the work under the following circumstances:

- If the Service Provider is convicted under a criminal act.
- If the Service Provider has been found guilty of adopting corrupt practice or proven misconduct.

- If the Service Provider has become insolvent/ bank corrupt.
- If despite warnings, the Service Provider does not ensure improvement in the performance or does not initiate any steps to meet the complaints.

The Service Provider shall be blacklisted for a specific period under any of the following circumstances:

- If the Service Provider fails to execute the contract or execute it unsatisfactorily or it is proved to be responsible for unsatisfactory performance.
- If the contracts awarded to the Service Provider, anywhere in the department have been rescinded by the Service Provider for unjustified reasons.

- If the Service Provider is found to have given false information at the time of enlistment.
- If Service Provider violates the labour regulations and other contract laws.
- If the Service Provider has been found involved in unethical business practices.
- If the Service Provider has been found adopting wrongful means to influence the departmental authorities/Officers of THE Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC).
- If Service Provider abandons the contract at any stage during the tenure of the contract.

- In addition, any other reason the Competent Authority may deem fit.

The Service Provider who has been blacklisted shall not be allowed to participate in the tenders anywhere in THE Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) in future. **Any person/firm whose services have been terminated in last five years need not to apply as their candidature will not be considered for e-tender.** Besides the above, the Management shall be at liberty to initiate any other action or actions as deemed fit & proper.

The near relatives of all THE Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) employees are prohibited from participation in the tender. Near relatives for this purpose is defined as

- a. Members of Hindu undivided family.
- b. Husband / wife of the employee.

- c. Employee's father, mother, son(s), son's wife, sister & sister's husband (brother in law).

59.5 The tenderer(s) should give a certificate/undertaking (as per enclosed format) to the effect that none of his/her such relative is working in THE Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) as defined above. The certificate will be signed by the authorized signatory on behalf of all Directors/Partners as the case may be and the same will be construed as declaration given by them, failing of which the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. THE Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) will not pay any damages to the company, firm, or concerned person. The company or firm or the person will also be debarred from further participation in the tender process in all the units of India Tourism Development Corporation Ltd. And shall be blacklisted.

Absolute loyalty/Secrecy of information on HOTEL KALINGA ASHOK (A UNIT OF ITDC) is expected from the Service Provider and persons so engaged by him for the services requisitioned by The Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC). If any sort of breach of loyalty/misconduct with the Staff or Officers or Customers or Clients directly or indirectly related to THE Hotel Kalinga Ashok, Bhubaneswar

(A UNIT OF ITDC) is noticed, the Service Provider will be legally bound to withdraw that person/persons immediately on a written request from the competent authority of HOTEL KALINGA ASHOK (A UNIT OF ITDC), failing which the contract will be liable for termination without any further notice.

59.7 THE Hotel Kalinga Ashok, Bhubaneswar is not under any obligation to accept the lowest tender/tenders and reserves the right to reject any or all the tenders without assigning any reason whatsoever, and also to distribute the work and allot the work/works to more than one tenderer, at its sole discretion.

59.8 **The Proprietor/MD/Authorized Signatory should submit police verification from local police station stating that no charges are pending against any of the above persons in any court of law.**

60. No Right to Recourse :
Any decision made by HOTEL KALINGA ASHOK Bhubaneswar (A UNIT OF ITDC) in relation to the selection of a short list from the Tenders will be final. THE Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) is not liable for any costs or expenses incurred by a Bidders in preparing and lodging the proposal and presentation, if any, thereafter irrespective of whether the Tender is successful in proceeding to the next stage in the process or not.

61. General Selection Process :

61.1 On the basis of information furnished by the tenderers in Technical Bids along with supporting documents wherever necessary, the tenderers will be technically evaluated by THE Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) against Hotel Kalinga Ashok prescribed eligibility criteria. It is made clear that the bids of Tenderers, who do not qualify during technical bid stage, will not be taken up further for evaluation.

62.2 The technical bids will be reviewed for compliance of the bids with the necessary technical requirement and scope of work of NIT. The technical bids will be analyzed and evaluated on specific experience of the bidders, financial capability of the bidders and prior credentials of the bidders etc as per the criteria prescribed in the NIT. It will be based upon an examination of the documentary evidence (duly attested by Gazetted Officer/Notary Public) submitted by the bidders as a part of the bid as well as such other information as THE Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) deems necessary and appropriate.

63.3 The Financial Bids of all the technically qualified bidders shall be opened at a scheduled time and date to be informed to concerned technically qualified bidders.

.64 Besides other terms and conditions highlighted in the tender documents, bids may be rejected under following grounds:

§ Technical bid containing financial bid details

§ Bid that providing information that is found to be incorrect/ misleading at any stage/time during the tendering process.

§ Incomplete bid that do not quote for the complete scope of work as indicated in the bid documents, addendum (if any)

§ Bids which do not conform to Hotel Kalinga Ashok
(A UNIT OF ITDC) Technical /Financial Bid Format

65. Award of work :

65.1 The price offers received shall be studied in detail and a comparative statement of substantially responsive bids shall be prepared. A substantially responsive tender offer is one that conforms to all the terms, conditions and specifications included in tender documents. It is clarified that the Hotel Kalinga Ashok , Bhubaneswar is not bound to accept any offers, even though lowest and at the same time the the Hotel Kalinga Ashok , Bhubaneswar will reasonably examine to ensure, whether the rates are workable or not without compromising the quality and if required the rate analysis of the party shall be obtained and studied before recommending such offer.

65.2 If, however, a technically acceptable tenderer becomes L1 as per comparative statement of price bid due to under quote towards prescribed minimum wages, statutory payments etc, the tender of the particular bidder shall be rejected as non-responsive and next lowest

- technically acceptable and not under quoted financial bid towards prescribed minimum wages, statutory payments etc shall be taken as L-1.
- 65.3 It is reiterated that only lowest offer of substantially responsive bids quoting the rate towards prescribed minimum wages, statutory payment in accordance with the rules applicable for employment of contract labour shall be considered.
- 65.4 Letter of Intent will be issued accordingly which shall constitute the intention of Hotel Kalinga Ashok, Bhubaneswar to place the order of aforesaid job contract with the successful bidder/s. The agreed rate shall be in force for the entire period of contract and shall not be revised under any circumstances except increased in minimum wage in accordance with the minimum wage notification issued by the Govt. of Odisha / any other appropriate Government, if so ordered by statutory authority during the period of contract and statutory payment.
66. Submission of Bills & Payment Terms
- 66.1 The Service Provider will ensure that the wages be disbursed through NEFT/ A/C payee cheque in the presence of authorized representative latest by 7th of every month in presence of management representative. In case deployed manpower of the Service Provider does not have Bank Account, it is the responsibility of the Service Provider to get the bank account opened in respect of such manpower.
- If the service provider fails to remit salaries to the worker's account by 7th of every month then a penalty of 1% of monthly bill for each week of delayed payment , starting from 8th of every month . If a delay is limited to days not exceeding a week (7 days) then also a minimum penalty of 1% for monthly bill will be made.**
- 66.2 The Service Provider shall submit monthly bill on or before the 10th 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 Biometric Attendance records of the staff deployed for the month.
 - ii. Bank statement related to remittance of salary towards 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.
- 66.3 The bill payment shall be released by the company only after receipt and scrutiny of the challans and other relevant documents. In the absence of such proof of having deposited the relevant amounts towards statutory dues of the employees, payments will not be released. Payment towards the bill

amount will be subject to deduction of taxes at sources and penalty (if any) as per the terms and conditions of contract

The tax deduction at source (TDS) shall be deducted as per the provisions of Income tax department, has amended from time to time and a certificate to this effect shall be provided to the service provider. In case , the successful bidder fails to comply with the statutory/taxation liability under appropriate law and as result thereof THE Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) is put to any clause / obligation , monetary or otherwise , THE Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) will be entitled to get itself reimbursed out of the outstanding Bill or the performance security deposit of the agency, to the extent of the loss or obligation in monetary terms.

67. In case bidder has submitted the bid well before the deadline such bidder is permitted to submit alteration/modification to his tender up to the last date and time of bids submission.

Name of the Tenderer

Signature
stamp

THIS LETTER TO BE SUBMITTED BY THE TENDERER.

The General Manager

THE Hotel Kalinga Ashok, Bhubaneswar
(a unit of India Tourism Development Corporation Ltd.)
Goutam Nagar
Bhubaneswar 751014
Odisha INDIA

Sir

I,, Proprietor/ Authorized Signatory /
Partner /
Manager of M/S., solemnly declare that:

Having examined and understood the terms and conditions of job contract laid down in the Bid Documents, we the undersigned offer for job works
..... In

conformity with the said specified conditions of contract.

We undertake if our Bid is accepted, we will furnish the Security deposit in the form of NEFT/RTGS for the sum as stipulated in the Tender Document which will be released only on The Hotel Kalinga Ashok, Bhubaneswar being satisfied that all statutory/other dues are complied/ paid in full. We understand that you are not bound to accept the lowest or any bid you may receive.

I, hereby also agree to execute a "Service Level Agreement" with the Tenderee within 10 days of receipt of the letter of acceptance from the tenderee based on all the terms and conditions laid down in the Tender Document and any other agreed terms and conditions during finalization of contract in the event of being selected as a successful tenderer. If, after receipt/acceptance of LOI/work order, I/We fail to commence the execution of the works within a week or as communicated by Management, I/We agree that action as deemed fit may be taken against us/me.

If any information and document submitted is found to be false/ incorrect at any time, THE Hotel Kalinga Ashok (A UNIT OF ITDC) shall have the absolute right to cancel my/our Tender/Contract and action as deemed fit may be taken against us/me, including termination of the contract, forfeiture of all dues including

Earnest Money and banning/ delisting of our firm without any prior intimation to me/us.

[
Date:

Signature _____

(Name in Block Letters of the Signatory)

In capacity ofduly authorized to sign the bid for and on behalf of
.....

Witness _____

Address: _____ Signature _____

(Attach Copy of Power of Attorney (Documentary proof enclosed))

DECLARATION

Declaration by the tenderer stating the following:

Dear Sir,

We hereby confirm that we are not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy'.

We further confirm that, we have not been blacklisted or kept under holiday by any Public Sector Undertaking /Government Organization/THE Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) Limited. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this tender.

We hereby undertake that M/s..... and his Partner/Company including its Directors applying for the Contract does not have any type of criminal records nor any type of criminal proceedings are pending before any Courts of India or abroad.

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents, award is given to us for(name of the contract), the following Certificate shall be automatically enforceable.

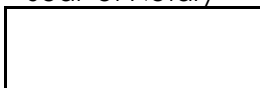
"We agree and acknowledge that THE Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) is entering into the Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that THE Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) is authorized to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that THE Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."

We agree that if any discrepancy is noticed in future, our Bid may be rejected / terminated. We have read and agreed to the terms and conditions laid down by THE Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) for this contract.

Yours faithfully,

(Signature of the Authorized Person)
Date: Name.....
Place: Designation

Seal of Notary



Business Address: Seal:

Format for Affidavit: Non-Judicial Stamp Paper Rs10/-

AFFIDAVIT

I,, Proprietor/Authorized

Signatory / Partner / Manager of M/S....., solemnly
declare that :

1. We are submitting Tender for the
Work.....
.....
.....
..... against Tender Notice No.
..... dated.....

2. None of my/partners' relative(s) is/are employed in THE
_____ (A UNIT OF ITDC).

3. All information furnished by us in respect of applicable of
eligibility criteria and qualification information of this Tender is complete,
correct and true.

4. All documents / credentials submitted along with this Tender are
genuine, authentic, true and valid.

5. If any information and document submitted is found to be false/
incorrect at any time, THE _____ (A UNIT OF ITDC) shall have the
absolute right to cancel my/our Tender/Contract and action as deemed
fit may be taken against us/me, including termination of the contract,
forfeiture of all dues including Earnest Money and banning/ delisting of
our firm without any prior intimation to me/us.

6. I/We agree that I/We have not applied in the name of sister
concern for the subject empanelment process. Further, I/We agree that
the decision of the _____ in selection of contractor for the said job
contract will be final and binding on me/us.

Signature of the tenderer,

Dated.....
Seal of Notary

In capacity ofduly authorized to sign the bid for and on behalf of
.....

Attach Copy of Power of Attorney (Documentary proof enclosed)

Seal of Notary

TENDER DETAILS : TECHNO – COMMERCIAL BID

Bidders are requested to provide the information outlined in FORMAT in this section as part of the Tender. Responses must be provided in the same order as at the FORMAT numbering and headings, although Format templates can be reproduced.

Sl. No.	Criteria	Required Supporting Documents	Document Enclosed (Yes/No at page no.....)
1.	Name of the Firm		
2.	Address of the Firm		
3.	Name of the Banker		
4.	Contact no. & Email. Id (if any)		
5.	The firm/company is registered/ incorporated in India and has operational experience of at least 3 years in relevant work in similar environment or in closely related Services	Original copies of Partnership deed/ Article of incorporation, Memorandum of Article documents/ certificate of incorporation are to be uploaded	
6.	MSME Registered number: & date:	In case of MSME Firm (upload the up to date valid Original (Clearly visible) Registration certificate) is to be uploaded	
7.	Experience of having successfully completed similar work during last one years ending 31.3.2018 should be either of the following :- a) Three similar completed works costing not less than the amount equal to 40% of the tender value (estimated cost). OR b) Two similar completed work costing not less than the amount equal to 50% of the tender value (estimated cost). OR c) One similar completed work costing not less than the amount equal to 80% of the tender value (estimated cost).	Experiences/ signed contract and extension thereof and completion certificate are to be uploaded.	
8.	The Service Provider has necessary 3 years experience in providing similar services to large establishments such as 3/4/5 star Hotels, Hospitals and large establishments.	Original work order / agreement and its corresponding Client's Completion Certificate to prove experience of having successfully completed works/ contracts specifically furnishing details of service provided and annualized value of completed contract are to be uploaded. Annexure-Y is to be uploaded after dully filled in.	
9.	PAN number of the Bidder issued by the Income Tax Dept. Govt. of India.	Scan copy of PAN card to be uploaded	
10.	Status of the Firm -please state whether	Original General Power of	

	Registered, Co-operative society, Public/Pvt. Ltd company	Attorney/ Authorization to sign, to quote to negotiate rates from sole proprietor/ all partners of firms as applicable are to be uploaded	
11.	Should have valid GST Registration No	GST registration certificate is to be uploaded	
12.	Having its regular employees (technical/ administrative) on its payroll and providing similar services to others	Appropriate certificates are to be uploaded.	
13.	Should be fulfilling all statutory requirements like PF & ESI Registration independently	ESI & PF registration certificate are to be uploaded	
14.	Should not have been blacklisted for business by any PSU/ Govt. Depts. and have no pending dispute/legal case with the Govt.	Declaration on a non-judicial stamp paper duly of Rs.100/- (notarized) are to be uploaded	
15.	Particulars of Labour License from Labour Dept.	Original Labour License is to be uploaded	
16.	Returns of Income Tax for last three years	Original copy of ITR appropriate documents to be uploaded.	
17.	Applicant should have current general solvency of 25% of the annual tender	Original Bank solvency certificate. (Date of issue should not be prior to the publication of NIT) are to be uploaded	
18.	Average Annual Financial Turnover of Bidder during last 3 years i.e. _____, _____ and _____ should be atleast 30% of Estimated cost.	Original Audited Financial statements (Balance Sheet/Profit & Loss Account) / Certificate from the chartered Accountant for last 3 years are to be uploaded	
19.	EMD Fee of Rs.1,35,000/- (Online Payment) UTR No/Transaction details of Earnest Money deposit (EMD) of Rs 1,35,000/- only through RTGS/NEFT	RTGS/NEFT payment receipt is to be uploaded	
20.	Affidavit: on a non-judicial stamp paper of Rs.10/- as per enclosed format.	Affidavit on a non-judicial stamp of Rs.10 duly notarized (Annexure- Z) is to be uploaded	
21	RTGS/ NEFT details Account Name(For refund of EMD)-	Attached : EMD refund form as Annexure –X(Dully filled in)	

I/We hereby confirm that the undersigned /none of the partners in the service provider/ none of the Directors of the company applying for service provider had/have any criminal record. Further we hereby declare that the above information is true to the best my/our knowledge & belief. In the event, the information is found to be false or incorrect my/our tender/ contract may be cancelled/terminated without any notice.

Attested means attestation by Notary or Gazette Officer.

Signature in the capacity of

DATE:

SEAL

Annexure-Y

As required in Sl.no.8 of Annexure-A of techno-Commercial bid

Detail of Work experience qualifying in Technical bids purpose only

Note: (Please refer sl. No. - 8. of Annexure- A of Tender documents)

Details of previous experience of service provider of having successfully completed similar work or closely related work in 5/4/3 star hotel, Hospital, Government bodies, large commercial establishment , autonomous bodies , educational institutes, during last one year ending on date **31.3.2018**.

Sl.No	Description	Contract/ Work-(2015-16)	Contract/ Work-(2016-17)	Contract/ Work-(2017-18)
1.	Name of the contract/work			
2.	Name Address /Telephone No. of the client*			
3.	Nature / Details of service provider/under contract			
4.	No.of Manpower deployed under contract			
5.	Date of commencement			
6.	Actual date of completion			
7.	Annual ized value of each completed contact (In Rs.).excluding GST.			

1.Only the annualized value of each complete contract as executed by the bidder in his own name should be indicated.

2. Work order/Agreement and its correspondence clients certificate / completion certificate clearly indicated detailed of service provided and annualized value of each completed contract excluding GST to be enclosed

3. In case any clients/ completed certificate submitted for qualifying in technical bid purpose does not show specifically annualized value of the completed contract excluding GST, equivalent amount towards GST will be deducted (serial No.7 above) for determining the annualized of the completed contract/Work.

* Hotel Kalinga Ashok, Bhubaneswar reserves the right to contact the person mentioned to verify the detail of the information provided by the bidder.

Date

Signature in the capacity of

Seal

Bidders are required to incorporate the following in their Tender documents. Please provide following along with supporting attested documents in the same order as itemized below.

a. Details of Consortium of Companies / Firms Bidder must provide details of all the entities involved in the consortium/Joint Venture. It is made clear that any bidder/enterprises cannot form/participate in more than one joint venture/bid.

b. Previous Experience The Bidder is required to provide details of any previous relevant experience similar to this Scope of Work. Tenderers should provide copies of work orders/signed contract of having conducted similar service as per the format below (List all credentials).

Sl. No	Name of the Client organization	Contract start date	End Date	Nature of service provided	No. Of manpower deployed	Name, Address, Tel. No of contact person in client org*

*THE Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) reserve the right to contact the person mentioned to verify the details of the information provided by the bidders.

c. Resources The Bidder is required to provide an overview of key people and list of professional manpower who are involved in delivery of the services.

Sl. No	Name	Category/ Designation	Educational qualification	Experience	Whether trained or to be trained for specialized jobs.

d) Annual Turnover

Average Annual Financial Turnover of the Bidder during last 3 years _____, _____ and _____ should be at least at least 30% the estimated cost.

(Audited Financial Statement (Balance sheet and Profit and Loss Account) for the previous 3 Financial Years.)

Item	FY.....	FY.....	FY.....
Annual Turnover(in INR)			

(e) Has the agency/firm been black listed by public sector enterprises any other organization?

(Yes/No)

(f) Does agency/firm has business with any other units(s) of ITDC ?

(Yes/No)

(g) Whether the agency is ISO certified (if Yes, attach details) (YES/NO)

- (h) Bank mandate: as per prescribed format (Yes/No)
- (i) EMD deposit details attached (in case of exempted (yes/No)
as per Govt. Guidelines under MSE, upload a copy of valid registration
certificate).

I/We hereby confirm that the undersigned/none of the partner in the agency/
none of the director of the company applying for the service provider/ have
any criminal record. Further we hereby declared that the above information is
true to the best my/our knowledge and belief. In the event, the information is
found to be false or incorrect, my/ our tender /contract may be cancelled/
terminated without any notice.

Date

(Signature in the capacity of.....)

Seal.....

ANNEXURE TO TECHNICAL BID
(To be submitted on the Letter Head of the Service Provider)

G. BANK MANDATE

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

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

Signature of the authorized signatory(ies) & Designation

Place:

Date:

Official seal of the company

BANK CERTIFICATION

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

Bank's stamp

Signature of the authorized official of the bank

Financial/Price Bid

(Price bid & Break up to be kept in separate envelop duly sealed in)

THE Hotel Kalinga Ashok, Bhubaneswar
(a unit of INDIA TOURISM DEVELOPMENT CORPORATION)
Please go through the details below before filling the financial bid-

1. Rates shall be quoted as below format and no other method of quoting shall be permitted. Rate shall be quoted both in figure and words and no percentage (%) should be mentioned in the financial bid except for the rebate part.
2. Tenderer should provide all prices and should not leave any field blank. In case the field is not applicable, tenderer must indicate "0" (zero) in all such fields.
3. Bidders must ensure that manpower deployed for the said job work should not be paid less than the prevalent rates of Minimum Wages as notified by the appropriate Government and other statutory charges.
4. The quoted rates should be inclusive of all costs as per the scope of work, wages, Leave Compensation, uniform etc. to perform the job work related work in accordance with the law of the land. However, statutory components, like EPF, ESI, and GST should not be included which will be reimbursed on production of deposit challans/proof of payment on actual basis as per the prevailing rates.
5. It is mandatory to provide break up of all Taxes, duties and levies wherever applicable and/or payable.
6. THE Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) will take in to account all taxes, duties, levies for the purpose of evaluation.
7. The Service Provider should take into consideration that total scope of work including the committed manpower that would be deployed for carrying out the job work.
8. Quoted rates should be free from any pre-conditions regarding payments etc or otherwise offers are liable to be rejected.
9. There will be no escalation in the price during entire contract period and benefit of any decrease in taxes/duties shall be passed on to THE Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) by the Service Provider except increase in the wages of workforce in accordance with the Minimum Wages Notification issued by Govt. of Odisha /any other appropriate Government, if so ordered by statutory authorities during the period of contract, the increase of rates shall be set-off by the Company by giving proportionate increase in the rates to this effect.
10. The amount needs to be quoted for minimum manpower as mentioned in the scope of work. THE Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) reserves the right to revise the scope of work under intimation of the Service Provider. In case of revised scope of work (increased/

decreased), the amount as agreed with the Service Provider for providing assigned services shall be calculated on pro-rata basis (increased / decreased) based on revised Scope of Work.

11. Every workman employed by the Service Provider shall have to be allowed in each week, a weekly off and statutory holidays with wages as required under the relevant laws.

- New clause added as per GM (HPA) 12

12. Any party whose services have been terminated in last five (5years) need not apply as their bids will not be considered

.....

Financial Bid

Appendix-“A”

BREAK UP OF WAGES & OTHER PAYMENTS

[The following calculation has been made as per the minimum wages of Govt of Odisha]

Components	Unskilled	Semi Skilled	Skilled	High Skilled
	Per month	Per month	Per month	Per month
Minimum Wages per manday	8400	9600	11100	12900
number of wages	1	1	1	1
Minimum Wages	8400	9600	11100	12900
E.P.F. 12%	1008	1152	1332	1548
E.S.I. 4.75%	399	456	527.25	612.75
EDLI 0.5%	42	48	55.5	64.5
Admn.Charges 1.11%	93.24	106.56	123.21	143.19
Leave(12-C/L & 15-P/L -per annum)	630	720	832.5	967.5
National Holidays (03) per annum	70.644	80.736	93.351	108.489
Uniform (with washing cost)	110	110	110	110
Misc. Charges*	100	100	100	100
TOTAL	10852.884	12373.296	14273.811	16554.429
GRAND TOTAL	10852.884	12373.296	14273.811	16554.429
Rounded up to	10853	12373	14274	16554

Category	Department	Rate in Rs.	Manpower Continuing	Expenditure incurred in Rs.
High skilled	Kitchen- Cook	16554	7	115878
semi skilled	Utility- Worker	12373	3	37119
Skilled	Front Office	14274	3	42822
High skilled	Accounts	16554	1	16554
High skilled	HR	16554	1	16554
High skilled	GM Office	16554	1	16554
High skilled	MM & D	16554	1	16554
High skilled	Maintenance	16554	6	99324
Skilled	F&B Service	14274	5	71370
High skilled	Bill clerk & Kitchen controller	16554	1	16554
semi skilled	Housekeeping	12373	5	61865
		Expenditure Rs.	34	511148

Total expenditure incurred per month Rs. **511148**

Excluding Service charges

Total expenditure incurred per annum Rs. **6133776**

(Rupees Sixty One Lakhs Thirty Three Thousand seven hundred Seventy Six only)
The above rate is excluding GST.

Authorized Signatory

M/s-----
(with rubber seal)

Appendix-B

Financial Bid

THE Hotel Kalinga Ashok, Bhubaneswar

(A unit of INDIA TOURISM DEVELOPMENT CORPORATION)

I/We, after having read, examined the bid documents and inspected the areas relating to Job Contract for Maintenance of Kitchen stewarding, Painting, Polishing, repair & maintenance works, up keeping, Data entry, Telemarketing, House keeping and utility, Serving jobs of Maintenance & Allied Areas at Hotel Kalinga Ashok. We hereby quote the rate as per Appendix-A (as per the odisha Govt. Minimum wages) with the rates of Service charges as under.

Sum of the Estimated tender value as per minimum wages of Odisha Govt.+allowance+statutory dues as per Apendix-A Rs.6750000.00 + Service charges as will be quoted by the contractor per year will be the basic rate =Rs.....

I certify that the above quoted amount is firm up to the expiry of the contract period

Authorized Signatory

M/s-----
(with signature & rubber seal)

DATE:

LETTER OF ACCEPTANCE
(On the letterhead paper of the Principal Employer-Sample)

Ref.....

Date:.....

To:.....

(Name and address of the Contractor)

Dear Sirs,

Reference to your Bid dated..... in response to our NIT..... for execution of the.....(Name of Contract) and subsequent discussion with your representative, we are pleased to award the above captioned job contract to your company initially for a period ofmonths/ one year w.e.f on following terms and conditions.

1. You shall deploy sufficient manpower at, with proper uniform suitable and skillful in the trade required for performance of the duties assigned and satisfactory execution of work under the contract round the clock as specified in aforesaid NIT and enclosed at Annexure 'A'. In case the manpower deployed by you is not found fit and or not satisfactory for the performances of the specified job work suitable replacement will be provided by you immediately.
2. You shall furnish a list of employees indicating name, parentage, age, qualification, residential/permanent address, specimen signature along with two photographs and character verification certificate from local police station.
3. You shall be fully responsible for maintaining discipline and ensure that the manpower provided by you is of good character, well behaved, and does not indulge into any activity harmful to the reputation and image of the the Hotel Kalinga Ashok, Bhubaneswar or its employees. The unit will not in any manner be responsible for any act, omission or commission of the employees engaged by you and no claims in this respect will lie against the .the Hotel Kalinga Ashok, Bhubaneswar
4. You will execute and efficiently handle the work entrusted to your company in accordance with the directions and instructions by the unit management or its officials/executives. You shall not be allowed to sub-let the contract in any

manner. You will also be responsible for supervising and dictating to your employees the manner of execution/completion of the job work.

5. It is made clear that the Hotel Kalinga Ashok, Bhubaneswar (unit) will have privity of contract with the contractor only and will give instruction to him and is concerned only with the satisfactory completion of work assigned. It is clearly understood by and between the parties that the manpower deployed by you shall at all time and for all purposes be the employees of your company and no relation of employer-employee or master-servant exist between your employees and the Corporation/Hotel.

6. In consideration of services provided by your company, the unit (name of the unit) shall pay an amount of Rs.(Rupees.....only) (all inclusive) Per Month subject to deductions in case of unsatisfactory performance and a failure to meet statutory obligations. GST @.....as applicable will be paid extra.

7. The amount specified above shall remain fixed for the period of contract. The total monthly contract value as specified above is however subject to change depending upon change in scope/quantum of work as well as any change in the minimum wages as notified by Govt. of Odisha or any change in statutory payments like ESI, EPF, GST etc.

8. You shall be solely responsible for due observation, implementation and compliance of statutory provisions and requirements under various labour laws as applicable from time to time to your employees and for similar contract. You shall be liable for all statutory payment and compensation to your employees. Your company shall indemnify the the Hotel Kalinga Ashok, Bhubaneswar (unit) from any claim made or damages suffered by the the Hotel Kalinga Ashok, Bhubaneswar (unit) by reason of any default on the part of your company, or its employees in due observance and performance of the provisions of law applicable to the matter relating to the manpower.

9. You are hereby requested to furnish Performance Security, in the prescribed form for an amount of **Rs.675000/- (Rupees Six lakhs seventy five Thousand only)**/- within 07 days of the receipt of this letter of acceptance failing which action of cancellation of the award of work and forfeiture of the Bid Security shall be taken.

10. The above terms and conditions are only illustrative and all other general/specific terms and conditions of the Hotel Kalinga Ashok, Bhubaneswar./ITDC relating to similar contracts shall be applicable to your company. You will have to enter into a contract agreement on non-judicial stamp paper Rs100/- as per enclosed draft agreement.

You are requested to sign the duplicate copy of this letter as a token of your acceptance.

Yours faithfully,

Authorized Signatory

Name and Title of Signatory

Draft Agreement

(Non-Judicial stamp paper of Rs. 100)

SERVICE LEVEL AGREEMENT

This Agreement made at _____ on this the _____ day of _____ between Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) having their Registered Office at Scope Complex, Core-8, Lodhi Road, Bhubaneswar through its General Manager (hereinafter referred to as the Company)

M/S _____ represented through _____ having their office at _____ (hereinafter referred to as the Service Provider or the Second Party).

WHEREAS the Company is desirous of awarding Job Contract for Maintenance of Kitchen stewarding, Painting, Polishing, repair & maintenance works, **up keeping**, Data entry, Telemarketing, House keeping and utility, Serving jobs of Maintenance & Allied Areas at Hotel Kalinga Ashok, Bhubaneswar to some reliable Service Provider AND WHEREAS the Service Provider namely M/s _____ has submitted tender and has agreed to carry out the said job work.

NOW THIS SERVICE AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. TERM

The Agreement shall be effective fromfor a period of **one year** unless terminated earlier in accordance with the provisions contained in the Agreement. Thereafter, it may be renewed for a further period of one year at the sole discretion of the Company on the existing terms and conditions.

2. CONSIDERATION

2.1. The contract is being awarded purely on temporary basis on Govt of Odisha minimum wages (Appendix-A) + the service charge of the contractor at the rate of %.

~~paid/retained contract amount of working rate on production of evidence as per Govt. Rules]~~

2.2 In case any statutory increase in the wages of workforce in accordance with the Minimum Wages Notification issued by Government of ODISHA/any other appropriate Govt./Statutory Authority during the period of contract, the increase of rates shall be set-off by the Company by giving proportionate increase in the rates to this effect. However, there will be no escalation in the rates due to any other reason.

2.3 The payment shall be made by the Company to the Service Provider subject to deduction of all applicable taxes. The Service Provider shall be solely liable for payment of all central, state and local levies taxes, duties, fines and penalties, by whatever name called, as may become due and payable in relation to the support services to the Company.

2.4 In case any tax deduction at source is made to the bills/invoices by the Company as per applicable law, Company shall provide appropriate tax deduction certificates to that effect to the Service Providers.

3. COVENANTS OF SERVICE PROVIDER
- 3.1 At all times during the term of the Agreement, The Service Provider shall be solely responsible for executing the works under this contract as specified hereinabove to the satisfaction of General Manager of THE Hotel Kalinga Ashok, Bhubaneswar or his authorized representative. The Service Provider will deploy his workforce as per the minimum man-days indicated Annexure I. In case any female staff is detained beyond 2000 hrs. (08.00 p.m.), the Service Provider will arrange dropping facility at his own cost.
- 3.2. The Service Provider shall decide the modus operandi as to the engagement of workforce for rendering proper and efficient services to The Company and to conform manpower to its prescribed scope of work in the NIT including but not limited to :-
- i. Deployment of required workforce per day (shift-wise); as per Annexure I.
 - ii. To adhere to all safety guidelines issued by the ISO Certification done from time to time.
 - iii. To follow and adhere training schedule.
 - iv. Always be uniformed and well groomed and punctual.
 - v. Attend to the guest immediately after receiving message from CHK/guest.
 - vi. The workforce deployed should be able to understand, comprehend and communicate with the guests and fulfill guest needs;
 - vii. The workforce should prevent wastage of supplies, cleaning agents and cleaning equipment and should not cause any damage to the Hotel property due to improper usage or otherwise;
 - viii. The required workforce should be present at the area assigned for duty on time in each shift and should not leave the allocated area until permitted by the concerned area supervisor.
- 3.3 The workforce deployed by the Service Provider shall be in the sole employment of the Service Provider and it shall be solely responsible for their workers' wages, statutory payments etc. Under no circumstances shall the Company be liable for any payment (including but not limited to compensation on account of injury/death/termination) of any nature to the workforce(s) or any other personnel whatsoever of the Service Provider. It is clearly understood by and between the parties to this agreement that the workforce deployed by the Service Provider to carry out obligations under the contract shall at all times and for all purposes be deemed to be the employees of the Service Provider and no relation of employer- employee or master-servant shall be understood to exist between the said workforce and the Company.
- 3.4. The Service Provider shall furnish to the Company a list of Manpower indicating name, parentage, age, qualification, residential address and permanent address, specimen signature along with two photographs and character verification certificate from local police station for each of them (both in soft/hard copy), without which the workmen of the Service Provider cannot be deployed in the contract job.

- 3.5. The Service Provider shall not deploy any workmen at the site of Company whose employment is objected to by the Company for security or for any other reasons. The Company will have the right to instruct the Service Provider to forthwith replace any employee(s) who may be deemed unsuitable by the Company for any reason whatsoever, where or not of having indulged in any act of omission or commission constituting misconduct or misbehavior, theft, fraud, violence etc., and the Contractor/Agency shall be bound to comply with the Company's instructions in this behalf without any delay.
- 3.6. The Service Provider shall be solely responsible for implementation of various Labour Laws and statutory obligations such as EPF & Misc. Provision Act, Contract Labour(R&A) Act. ESI Act, Minimum Wages Act, The Workman's Compensation Act, 1923, Payment of Bonus Act, Payment of Gratuity Act, Shops & Establishment Act, Employees State Insurance Act, etc in respect of staff engaged by him under this Agreement including but not limited to matters relating to Labour license, timely payment of wages & allowances, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, disciplinary action against the workforce, payment of provident fund contribution, payment of gratuity and payment of bonus. If the Payment of Bonus Act and Payment of Gratuity Act is applicable to the tenderers firm, they should comply with the provisions of the Act and the rules made there under as modified from time to time. Service Provider shall also ensure to extend the weekly off, leave and holidays as admissible to their workers under applicable Act. The Service Provider will also reimburse all such contributions and/or expenses and all other charges/liabilities to which the company may be held liable in respect of staff engaged by him by any authority/Court under the provisions of any of the laws/social legislature in force as on date or as may be made applicable subsequently. In the alternative the Company shall be at liberty to deduct and/or adjust the said amounts from either the monthly payments or the security deposit. The Service Provider hereby undertakes to indemnify the Company against all claims made or damage suffered which may arise under the applicable Acts or Statute not hereinabove specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work.
- 3.7. In case the performance is not found satisfactory by way of shortage of manpower and/or efficiency in service, the company shall be at liberty to make appropriate deductions from the bill of the Service Provider as deemed fit by its General Manager or any other officer authorized by him for the purpose. The Company's decision in this regard shall be final and binding upon the Service Provider.
- 3.8. The Service Provider shall provide the uniform to its employees as prescribed by the company at his own cost and shall be responsible for their proper upkeep, maintenance and any turnout. The Service Provider will also ensure that the workforce, deployed by him should have good character, well behaved, skilful in the trade and should not indulge in any activity harmful to the reputation and image of the Company or its Employees.
- 3.9. The Service Provider shall deploy sufficient manpower as committed and will alone be entitled to dictate the work force about the manner of the

execution of the job award, under this contract. The Company will not have any connection with the workforce deployed by the Service Provider nor will any of the officials dictate or supervise the workforce about the manner of execution of work. The Service Provider is required to submit a monthly Roster of the workmen working in each shift, indicating timing, weekly off, place of work to concerned HODs before the beginning of each month.

- 3.10. The Service Provider's Workmen will make entry/exit Hotel Kalinga Ashok, Bhubaneswar by the staff entry gate as per directions of Chief Security Officer of Hotel Kalinga Ashok, Bhubaneswar. The Service Provider shall make the arrangement to identify each of his workmen at the security point at the time of entering the premises before resuming work and on departure after completing work. All Service Provider's workmen shall display on person the identity Cards issued by the Service Provider bearing photograph, Name and identification mark. However, they are liable to be checked at any time during their work anywhere within the premises by the concerned authorities.
- 3.11. The staff deployed by Service Provider shall not loiter or use the public area such as lounge, lawns, wash room, cloak room etc. except while assigned specific duty in that area, if any irregularity is found, the company will bring the same to the notice of Service Provider for proper action in the matter. The Service Provider shall at all-time undertake to maintain discipline and good order amongst the workforce deployed in the Company.
- 3.12. It is clearly understood by and between the parties to the Agreement that the Manpower deployed by the Service Provider shall at all time and for all purposes be the employees of the Service Provider. Hotel Kalinga Ashok, Bhubaneswar will not have any connection with the manpower deployed by the Service Provider. It is made clear that Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC) will have privity of contract only with the Service Provider and will give instruction to him and will have nothing to do or concerned with the conditions of employment of the employees working for him at Hotel Kalinga Ashok, Bhubaneswar .The Service Provider shall comply with all the directions, general or special, as may be given by the Company from time to time, which shall be deemed to be part of this Agreement. The Company may vary, delete and withdraw such directions from time to time. Service Provider shall ensure that the support services to be performed under this Agreement shall be in accordance with the timelines provided by the Company from time to time.
- 3.18. The Service Provider shall, in its sole discretion, engage and provide to The Company such Manpower as it deems fit for the purposes to execute the work under the contract. The company shall have no right or authority whatsoever to interfere or influence in any manner the selection or engagement of the Manpower. Further, Hotel Kalinga Ashok, Bhubaneswar Shall not be responsible for, or otherwise concerned with, the employment or non- employment of the Manpower by way of discharge, termination, dismissal or retrenchment or re-employment.
- 3.14. The Service Provider or the members or the staff deployed by him will not do any act which may be derogatory to or inconsistent with Hotel Kalinga Ashok, Bhubaneswar's high standards and reputation or the business or cause nuisance to the Management of Company or its customers or visitors.
- 3.15. In the event of any misconduct by any member of the staff deployed by the Service Provider, the Service Provider alone shall have the right to

take disciplinary action against any person (s) engaged/employed by him, while no right whatsoever shall vest in any such person (s) to raise any dispute and/or claim whatsoever against the Company. The Company shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Service Provider for any purpose whatsoever nor would the Company be liable for any claim(s) whatsoever of any person(s) of the Service Provider.

3.16 The Service Provider when called upon by the company will make himself available or any of his workforce for evidence before the Enquiry Officer appointed by the Company or Competent Court in connection with the disciplinary proceedings against any of the employees of Company, if the act of misconduct had happened in his presence.

3.17 The Service Provider shall, when called upon by the Company produce any or all of his employees for medical examination by any doctor appointed by the Company to check if any of them have any disease contagious or dangerous to human life and health and if in the opinion of Doctor it shall appear necessary to withdraw and/or replace any employee, the Service Provider shall do so forthwith.

3.18 The Service Provider shall maintain manpower deployment details and Biometric attendance records of the workforce deployed at the Company along with their daily reporting and leaving time duly authenticated by the representative of the Company. The Biometric attendance records should be maintained every month and furnished along with the Invoices/Bills. The Service Provider shall install Attendance Machine at the premises of the Company in the manner set out by the Company at his own cost.

3.19 The Service Provider will ensure that the applicable wages must be disbursed latest by 7th of every month through NEFT. The official so authorized will certify on the wage bill that the wages have been acknowledged by the workforce deployed in the respective department under the job contract. **The wages paid/disbursed shall be in accordance with the prevalent Minimum Wages and or minimum wages revised from time to time by the State Government/or other appropriate Govt.,** if ordered by appropriate statutory authority. In case deployed Contract Workmen do not have Bank Account, it is the responsibility of the Service Provider to get the bank account opened in respect of such Contract Workmen. The father's name, Bank Account number of the employee, wages etc. has to be given in the Wage Bill, every month.

3.20 The Service Provider shall indemnify the company from any claim made or damages suffered by the company by reason of any default on the part of Service Provider, or his employees in due observance and performance of any provisions of law.

4. SUBMISSION OF BILL/PAYMENT

4.1 The Service Provider shall submit his certified bill along with biometric attendance duly verified by respect Head of Department or his authorized representative, copies of ESI & EPF challans/ECR and copies of passbook indicating clearance of cheques in respect of PF & ESI in respect of workmen/staff employed by him under this Contract, salary/wages bill with relevant documents of NEFT in token of having disbursed the wages along with satisfactory performance certificate from concerned HOD for getting the proportionate monthly payment from

company. The bill payment shall be released by the company only after receipt and scrutiny of the challans and other relevant documents and specified undertaking. In the absence of such proof of having deposited the relevant amounts, payments will not be released.

4.2 The company shall release the payment of Service Provider within 15 days of submission of bill, duly complete in all respect. However, even in case the payment is not released by the company within stipulated period for reasons whatsoever, the Service Provider shall be liable to make the payment of wages to its workers by 7th day of the month.

5. STANDARDS OF CONDUCT

5.1 The Service Provider shall provide support services under the Job Contract in accordance with applicable law, rules, regulations, orders, instructions or directions of Government or any of its Authorities;

5.2 The terms of this Agreement and shall adhere to standards of quality and standards of conduct as may be prescribed by the Company to the Service Provider from time to time

5.3 The Company shall have the right to impose, for any misfeasance/non-performance of service, under noted penalty on the Service Provider and deduct such amounts from the bills of the Service Provider as :-

(i) If any workman of the Service Provider found without prescribed uniform/name badge/Identity Card, ₹ 100 per day per person shall be deducted.

(ii) If the work performed by the Service Provider is not found up to the satisfactory level by way of indiscipline, delay in service, negligence etc., deductions shall be made as certified by the departmental head of the concerned area. His/her decision will be final & binding upon the Service Provider subject to minimum deduction of @ ₹ 1000/- per incident.

(iii) In case of any guest's complaints regarding indecent behavior of the workers of the Service Provider or any negligent in providing services to the valued guest of the hotel, the compensation/relaxation given to the valued clientele on this account will be charged double the amount paid by the Company, from the Service Provider.

(iv) Immediately upon notice from the Company, the Service Provider shall recall and take appropriate action against the erring person in commensurate with the misconduct committed by the erring person and if required, replace the erring person from the premises of the Company.

(v) If any item found missing whether on account of theft or pilferage or is broken due to carelessness, negligence and unlawful activities of the Service Provider or any of his workmen, the company shall recover entire cost of providing replacement for the same. Decision of Management will be final and binding upon the Service Provider;

(vi) In case Service Provider fails to carry out the works as per the satisfaction of the General Manager or the concerned Head of Department of HR, the Company shall be at its discretion to

arrange the alternative Service Provider and difference of rates if any shall be deducted from the bills of the Service Provider.

6. PERIOD REVIEW

This Agreement is valid from the Effective Date outlined herein above for a period of **One Year** unless terminated earlier in accordance with the provisions contained in the Agreement.

This Agreement will be reviewed on quarterly basis and updated as needed. Revisions may become necessary due to changing service needs, modifications to existing services, addition of services, significant variations from agreed upon-service levels, or unanticipated events Contents of this document would be amended as required.

The Service Provider will respond to service related incidents and/or requests submitted by the Company or its clients within the following time frames:

0-8 hours (during business hours) for issues classified as High priority.

Within 48 hours for issues classified

as Medium priority. Within 5 working days for issues

classified as Low priority.

7. PERFORMANCE STANDARDS/COMPENSATION

The service provider will need to set the performance standards in the context of anticipated workloads and the service levels may need to vary in the light of any changes to these workloads during the course of the contract.

Where the Service Provider fails to achieve the agreed performance standards, the service provider will be liable to pay penalty as stated above for each incident.

In case the Service Provider's service performance falls well below the expected level, it would constitute a material breach of the contract as a whole and that the Company shall have right to terminate the agreement.

8. **TERMINATION OF CONTRACT**

8.1. **In case the Service Provider commits any breach or infringement of any of the terms and conditions of the Agreement, by his act or omission, the Company shall have right to cancel or terminate the contract forthwith including forfeiture of security deposit. The opinion of the General Manager of The Hotel Kalinga Ashok, Bhubaneswar and/or his nominee shall be final binding on the point whether or not any breach has been committed. Hotel Kalinga Ashok can terminate the contract giving one month notice without mentioning the reason.**

8.2 The Service Provider shall not terminate the contract before the expiry of the period of contract. In case the Second Party terminates or abandons the contract prior to the above said period of notice, the Service Provider shall be liable to pay liquidated damages equivalent to the amount payable to the Company for the unexpired notice period.

8.3 If any information and document submitted by the Service Provider is found to be false/incorrect at any time_ shall have the absolute right to

cancel contract forthwith without any notice and action as deem fit will be taken against the firm including forfeiture of all dues, security deposits and banning/delisting the firm without any intimation.

- 8.4 In case agency fails to carry out the work as per the satisfaction of the General Manager or the concerned Head of Department of___, the Management shall be at its discretion to arrange the alternative agency and difference of rates if any shall be deducted from the bills of the Agency.
- 8.5 It should be clearly understood by the Service Provider that the engagement of the Service Provider does not confer upon it the exclusive right to be considered for job deployment. The discretion to utilize the Service Provider lies solely with Management of THE Hotel Kalinga Ashok, Bhubaneswar
- 8.6 The Service Provider shall in no case sub-contract for the work without the prior permission from THE Hotel Kalinga Ashok, Bhubaneswar (A UNIT OF ITDC). If the Service Provider does so, the contract shall stand terminated without notice and the Security Deposit shall stand forfeited.
- 8.7 **Keeping in view of the administrative point, Hotel Kalinga Ashok can terminate the contract with one month notice period without mentioning the reason.**

9. OBLIGATION & LIABILITIES

- 9.1 The service provider shall deposit immediately an amount of 10% Security deposit of the Tender value with Hotel Kalinga Ashok

Provider committing any breach of the terms and conditions of the Agreement, the company may without prejudice to the other rights and remedies available to it, be entitled to forfeit the security deposit in full or any part thereof. In such an event the Service Provider shall pay such additional amount or alternatively the same shall be adjusted from the bill(s) so as to keep the amount of security deposit secure for all the times.

- 9.2 On expiry or termination of the contract, the company shall return the security deposit (interest free) or part thereof after adjusting its dues within three months of the submission of clearance certificate from the concerned department and necessary certificate/proof regarding deposit of all statutory dues, including PF & ESI, with appropriate authorities and payment of all dues to its employees by the Service Provider /Agency.

9.3 Obligation of Service Providers to be adhered to :-

- ü Obtain Labour License at his cost from the appropriate Licensing Officer.
- ü Employment Card as per Rule 76 of Contract Labour (R&A) Act.
- ü Appointment Letter to his employee.

- ü In addition to weekly off and 03 paid National Holidays viz Republic Day, Independence Day, Gandhi Jayanti, a total number of 27 (15PL & 12CL) days in a calendar year shall be admissible to the workmen of the Service Provider as leave with wages, which is to be extended by the Service Provider.
- ü Maintain all records and Registers required under the Law.
- ü Remit Provident Fund contributions in prescribed forms.
- ü Obtain insurance cover in respect of his staff at his own cost.
- ü Deposit ESI Contribution with appropriate authority.
- ü Submit challans & ECR of PF & ESI contributions every month.
- ü Provide wage slip each month to his employee.
- ü Ensure payment as per Minimum Wages Act 1948(as revised time to time by the appropriate Govt.) in presence of authorized representative of management.
- ü Submit PF & ESI Monthly/Half Yearly/ Yearly Returns & Inspection report.
- ü Maintain Attendance in Register and biometric computerized attendance system in respect his manpower deployed in Hotel Kalinga Ashok, Bhubaneswar and submit the same as and when required/asked for by .Hotel Kalinga Ashok, Bhubaneswar
- ü The Wages of workmen of a month are to be paid by the 7th of the following month.
- ü Submit duly signed and stamped declaration as per standard proforma enclosed with NIT with monthly bill.

10. APPLICABLE LAWS & NOTICES

- 10.1 In case of any dispute or difference in connection with the terms & conditions of this Agreement, the parties shall at the first instance, make efforts to resolve the same amicably, failing which, the dispute will be settled through arbitration proceedings to be conducted by Head of the Hotels Division or any person nominated by him. The arbitration proceedings shall be as per the provisions of the Arbitration & Conciliation Act 1996. Only Delhi Courts will have jurisdiction.
- 10.2 That the powers conferred upon the Company by this contract, and all notices, consents, directions and approval to be given by the Management shall be in writing and may unless otherwise expressly provided, shall be exercised by General Manager of the Company or any other officer so authorized for the purpose. Any notice to be served on the Service Provider shall be deemed to be sufficiently served if delivered to the Supervisor/Manager of the Service Provider or sent by Registered AD addressed to the Service Provider at his registered office or last known place of business or his residence
- 10.3 The company does not recognize any association of the traders and in case any negotiation is necessary with regard to the clarification of the terms & conditions of the contract or modification thereof, such

negotiations would be sought by the Service Provider alone and no collective representations shall be entertained

- 10.4 Any notice to be served on the Company by the Service Provider shall be duly served if delivered under signatures in the office of General Manager, The Hotel Kalinga Ashok, Bhubaneswar or sent by registered post addressed to the General Manager, THE Hotel Kalinga Ashok, Bhubaneswar. The period of notice under this Contract will count from the date of issue of notice by either side.
11. All terms & conditions of NIT including LOI and Minutes of Pre-bid Meeting shall also be deemed as part of the Agreement and will be binding on both the parties. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary Agreements shall be bindings on both the parties and shall form the part of this Agreement.
- 12. The Contract shall be co-terminus, in case any time during the period at the contract, it is decided to close or transfer or disinvestment of the hotel.**
13. **Where, Bidder is a CPSE, Banks, Port Trusts etc.**
In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 and the Arbitration & Conciliation Act 2015 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, When so authorized by the Law-Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator

The Service Provider shall submit monthly bill on or before the 10th 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 Biometric 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.**

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands to this writing the day and year first herein above mentioned.

For & on behalf of

_____, _____

(a Unit of ITDC Ltd)

Signature:

Name: Chandan Kumar

Desig:

Stamp:

For & on behalf of

M/s.

Signature:

Name:

Desig:

Stamp:

Witnesses:-

1.

2.

Witnesses:-

1.

2.

UNDERTAKING

(TO BE SUBMITTED BY THE SERVICE PROVIDER ALONG WITH EACH
MONTHLY BILL)

for Compliance of the provision of Contract Labour (Regulation &
Abolition) Act, Rules and other laws as applicable)

I,s/o.....proprietor/partner/Director of

do hereby declare and undertake as under-

1. That in the capacity of independent contractor appointed by M/s
..... (Description of Principal Employer) against
work order no.....dated....., I have complied with the
provisions of Contract Labour (R&A) Act, 1970 in holding a valid license
under the Act and Rules thereto; and I have paid the wages for the
month of
..... to all my employees and no dues are payable to any
employee.
2. That I have covered all the eligible employees under the Employees
Provident Fund and Miscellaneous Provisions Act and the Employees
State Insurance Act and deposited the contributions under our code
number for the months of _____ and as such no
amount whatsoever is payable.
3. It is certified that the PF Challan for Rs..... and ESI Challan for
Rs.....enclosed with my bill pertains to my workers, whose name
and particulars are appearing in the wage sheet for the month
.....
4. I further declare and undertake that in case any liability pertaining to my
employees is to be discharged by the Principal Employer for my lapses, I
undertake to reimburse the same or the Principal Employer is authorized
to deduct the same from my dues as payable.

THE SERVICE PROVIDER
Authorized Signatory

M/s-----
(with rubber seal)

CHECK LIST

FORM-"A"

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

Sl. No.	Particulars	To be Complied by the bidder
1.	Name of the Firm	
2.	Address of the Firm	
3.	Name of the Banker	
4.	Contact no. & Email. Id (if any)	
5.	The firm/company is registered/ incorporated in India and has operational experience of at least 3 years in relevant work in similar environment or in closely related Services attach copy of work order and experience certificate	
6.	MSME Registered Number: & Date:	
7.	Experience of having successfully completed similar work during last one year ending 31.3.2018 should be either of the following :- d) Three similar completed works costing not less than the amount equal to 40% of the tender value (estimated cost). OR e) Two similar completed work costing not less than the amount equal to 50% of the tender value (estimated cost). OR f) One similar completed work costing not less than the amount equal to 80% of the tender value (estimated cost). Attach certified copy of work order and proof of work completion certificate	
8.	The Service Provider has necessary 3 years experience in providing similar services to large establishments such as 3/4/5 star Hotels, Hospitals and large establishments.	
9.	PAN number of the Bidder issued by the Income Tax Dept. Govt. of India. (Upload copy)	
10.	Status of the Firm -please state whether Registered, Co-operative society, Public/Pvt. Ltd company(upload certificate)	
11.	Should have valid GST Registration No(upload copy)	
12.	Having its regular employees (technical/ administrative) on its payroll and providing similar services to others	
13.	Should be fulfilling all statutory requirements like PF & ESI Registration independently(upload certificate)	
14.	Should not have been blacklisted for business by any PSU/ Govt. Depts. and have no pending dispute/legal case with the Govt. (upload notarised	

	of affidavit).	
15.	Particulars of Labour License from Labour Dept.(upload original certificate)	
16.	Returns of Income Tax for last three years. (Original copy of ITR appropriate documents to be uploaded)	
17.	Applicant should have current general solvency of 25% of the annual tender value upload original solvency certificate)	
18.	Average Annual Financial Turnover of Bidder during last 3 years i.e._____, _____ and _____ should be atleast 30% of Estimated cost (upload copy of Balance sheet).	
19.	EMD Fee of Rs.1,35,000/- (Online Payment) UTR No/Transaction details of Earnest Money deposit (EMD) of Rs 1,35,000/- only through RTGS/NEFT (upload proof of deposit)	
20.	Affidavit: on a non-judicial stamp paper of Rs.10/- as per enclosed format. (Upload Annexure-Z)	
21.	RTGS/ NEFT details Account Name (For refund of EMD) Attached : EMD refund form as Annexure – X(Dully filled in)	

(ON NON JUDICIAL STAMP PAPER OF RS.10/-)

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2019, between, on one hand, and the President of India acting through Shri Nitin Dewan , General Manager, THE Hotel Kalinga Ashok, Bhubaneswar (a Unit of India Tourism Development Corporation Ltd), a Public Sector Undertaking of Ministry of Tourism, Govt of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here to hereby agree to enter into this Integrity Pact and agree as follows :-

1. Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding

process, bid evaluation, contracting or implementation process related

to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the 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.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not stalled.
3. Commitments of BIDDERS
 - 3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre- contract or post- contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following : -
 - 3.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.3 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.
 - 3.4* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.5* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

- 3.6* 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.
- 3.7 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.8 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.
- 3.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.10 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.
- 3.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.18 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.
- 3.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any

Government Department in India that could justify BIDDER's exclusion from the tender process.

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

5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount

INR 135000/-- (one lakhs thirty five thousand only) (to be specified in RFP)

as Earnest Money, with the BUYER through online payment through NEFT/RTGS. The cost of money transfer (including payment gateways commission and taxes etc) has to be born by the bidder. No interest will be payable on EMD. The Earnest Money is refundable to the unsuccessful bids after the finalization of the tender and adjustable in the security deposit for successful tenderer/s. Tender without EMD shall be summarily rejected.

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

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

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

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, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India

with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

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

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (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 statute enacted for prevention of corruption.

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

7. Independent Monitors

- 7.1 The BUYER has appointed independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 7.2 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.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the bidder/subcontractor(s) with confidentiality.
- 7.7 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.
- 7.8 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.
8. 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.

9. Law and Place of Jurisdiction

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

10. Other Legal Actions
The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
11. Validity
 - 11.1 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.
 - 11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
12. The parties hereby sign this Integrity Pact at _____ on _____
13. The Contract shall be co-terminus, in case any time during the period at the contract , it is decided to close or transfer or disinvestment of the hotel.

BUYER

BIDDER

CHIEF EXECUTIVE OFFICER

General Manager

ITDC Ltd.

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.