

# **Tender Documents**

under Job Contract for  
**Repair and Maintenance Works**  
At The Ashok Hotel, New Delhi

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# **The Ashok Hotel**

## **NOTICE INVITING TENDER (NIT)**

**Summary/salient features of the Tender for Job Contract for Repair and Maintenance Works at The Ashok Hotel.**

| <b>Sl. No.</b> | <b>Particulars</b>  | <b>Remarks</b>  |
|----------------|---|---|
| 1              | Availability of Tender Documents  | <b>From 17.08.2018 to 06.09.2018 up to 1600 hours.</b> Bidding would be done through e-tendering through website <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> or <a href="http://www.theashokgroup.com">http://www.theashokgroup.com</a> |
| 2              | Type of Biding  | Two Types (On line)   |
| 3              | Tender Documents Fee  | NIL (free downloadable from websites)   |
| 4              | Option for Bidders to visit Site  | <b>From 17.08.2018 to 06.09.2018 between 1100 hours 1600 hours</b>  |
| 5              | Pre-bid meeting for responding to queries.  | <b>24.08.2018 at 1230 hours</b> at The Ashok Hotel, Diplomatic Enclave, 50-B Chanakyapuri, New Delhi – 110021.  |
| 6              | Start Date & Time of Tender submission (online)   | <b>27.08.2018 at 1400 hrs.</b>  |
| 7              | Last Date & Time of Tender submission (online)  | <b>06.09.2018 upto 1600 hrs.</b>  |
| 8              | Date & time of opening of Technical Bids (online)   | <b>07.09.2018 at 1600 hrs.</b>  |
| 9              | Estimated Tender Value excluding Statutory payments i.e. EPF, ESI & GST extra as applicable | <b>₹ 7,30,00,000.00</b>   |
| 10             | EMD (refundable)(DD/NEFT/RTGS)  | <b>₹ 7,30,000.00</b>  |
| 11             | Security Deposit consisting of Performance Security and Retention Money.                    | 5% Performance Security in the form of DD / RTGS / NEFT or any other on line mode on total Contract amount + 5% Retention Money deduction from gross amount of every monthly bill.  |
| 12             | Validity of offers  | 120 days from the date of opening of technical bids.  |
| 13             | Details of the contact person for inspection of site/clarification, if any.                 | Sr.Mgr. (HR), The Ashok Hotel, New Delhi, Tel.No. 011-24123669, 24123145.   |

**The Ashok Hotel, New Delhi**

(Unit of ITDC, A Govt. of India Undertaking)

Diplomatic Enclave, 50-B, Chanakyapuri, New Delhi-110021

**Instructions/Guidelines for NIC E-Tendering Portal**

*(Bidder should read and understand the following instructions before submitting the Tender)*

**URL - <https://etenders.gov.in>**

**For Registration of Bidders** - Click "Online Bidder Enrolment" link + Bidders registration manual

**For Bidders** – Class 3 DSCs are required

**System Requirement** – Windows 7 or onward plus internet connection + Java 8 Version 151 (Available at Sl.No. 5, "Download" Tab of NIC E-Tendering Portal )

**For EMD payment** – EMD submission process is RTGS/NEFT/DD. For RTGS/NEFT, IFSC code and Account Number of the Bank is required where Tender Inviting Authority wants to deposit the EMD. For DD payment, Demand Draft is to be provided to the Tendering Authority on or before closing date and time of the tender.

Gap of 24 hours is advised between tender closing date & time and tender opening date & time.

Every bidder can participate from their own location.

**Tab "Help For Contractors"**

Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this eProcurement Portal

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnITrustline/SafeScripT/TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid

documents during bid submission. This will ensure lesser upload of bid documents.

6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
10. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
15. In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected

16. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer(SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
25. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

## **Frequently Asked Questions on Digital Signature Certificate**

### **1. What is a Digital Signature Certificate?**

Digital Signature Certificates (DSC) are the digital equivalent (that is electronic format) of physical or paper certificates. Examples of physical certificates are drivers' licenses, passports or membership cards. Certificates serve as a proof of identity of an individual for a certain purpose; for example, a driver's license identifies someone who can legally drive in a particular country. Likewise, a digital certificate can be presented electronically to prove your identity, to access information or services on the Internet or to sign certain documents digitally.

### **2. Why is Digital Signature Certificate (DSC) required?**

Like physical documents are signed manually, electronic documents, for example e-forms are required to be signed digitally using a Digital Signature Certificate. Transactions that are done using Internet if signed using a Digital Signature certificate becomes legally valid.

### **3. Who issues the Digital Signature Certificate?**

A licensed Certifying Authority (CA) issues the digital signature. Certifying Authority (CA) means a person who has been granted a license to issue a digital signature certificate under Section 24 of the Indian IT-Act 2000.

### **4. What are the different types of Digital Signature Certificates valid for eTendering programme ?**

The different types of Digital Signature Certificates are: Class 2: Here, the identity of a person is verified against a trusted, pre-verified database. Class 3: This is the highest level where the person needs to present himself or herself in front of a Registration Authority (RA) and prove his/ her identity.

### **5. What type of Digital Signature Certificate (DSC) is to be obtained for eFiling on the eTendering Portal?**

DSC of Class 2 and Class 3 category issued by a licensed Certifying Authority (CA) needs to be obtained for eFiling on the eTendering Portal.

### **6. What is the cost of obtaining a Digital Signature Certificate?**

The cost of obtaining a digital signature certificate may vary as there are many entities issuing DSCs and their charges may differ. The approximate cost could vary between ₹ 2000 to ₹ 3000 depending on the number of years for which it is issued.

### **7. How to obtain DSC for dept users?**

The Department Officers shall get the DSCs or e-Tokens from any of the authorized vendors of CA, India. For convenience, the vendor addresses are given here : [To View click here](#) The Vendor list is not exhaustive. The Department users may ensure that they get two pairs of Keys (One for Signing and One for Encryption).

## **8. How to obtain DSC for contractors/bidders**

Bidders can obtain the e Tokens from the following address To View click here

## **9. How much time do CAs take to issue a DSC?**

The time taken by Certifying Authorities to issue a DSC may vary from three to seven days.

## **10 .What is the validity period of a Digital Signature Certificate?**

The Certifying Authorities are authorized to issue a Digital Signature Certificate with a validity of one or two years. The maximum period for which the DSC is issued is only two years. On the expiry of the term, the Digital Signature Certificate can be revalidated by paying the fees again.

## **11 . What is the legal status of a Digital Signature?**

Digital Signatures are legally admissible in a Court of Law, as provided under the provisions of IT.

## **12 Is a company required to obtain a Digital Signature Certificate in its own name for eTendering**

Digital Signature Certificate (DSC) is not required by Companies but by individuals. For example the Director or the Authorized signatory signing on behalf of the Company requires a DSC.

## **13 Can I do e-filing of documents if I do not possess a DSC?**

No. It is mandatory to have a valid digital signature certificate for e-filing the forms on eTendering portal.

For further guidance please refer "Bidders Manual Kit" on the NIC E-Tendering Website <https://etenders.gov.in/eprocure/app>

## **24 Hour Support details**

**For any technical related queries please call at 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005,0120-6277787.**

**International Bidders are requested to prefix 91 as country code**

Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/ clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.

**Tel :** 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787

**E-Mail :** support-eproc[at]nic[dot]in

**For any Policy related matter / Clarifications**

Please contact Dept of Expenditure, Ministry of Finance.

**E-Mail:** cppp-doe[at]nic[dot]in

**or**

**THE ASHOK HOTEL**

**50 – B Chanakya puri**

**New Delhi –1100 21**

**Phone 24123669 / 24123145**



**SECTION - A**

**The Ashok Hotel, New Delhi**  
(Unit of ITDC, A Govt. of India Undertaking)  
Diplomatic Enclave, 50-B, Chanakyapuri, New Delhi-110021

**NOTICE INVITING TENDERS****TO AWARD THE JOB CONTRACT FOR REPAIR AND MAINTENANCE  
WORKS AT THE ASHOK HOTEL, NEW DELHI**

Online tenders are invited by The Ashok Hotel, New Delhi (A Unit of India Tourism Development Corporation Ltd.) from well reputed and experienced agencies/firms/service providers for the aforesaid job work as per details outlined at Annexure – I.

The tenders are required to be submitted online in two bid system in the prescribed format. The tenders can be applied from the website <https://etenders.gov.in/eprocure/app> or <http://www.theashokgroup.com>. The EMD of ₹ 7,30,000/- (Refundable) is to be deposited through DD/NEFT/RTGS. The cost of money transfer (including commission and taxes etc.) has to be borne by the bidder.

The prescribed services should strictly comply with our requirement given in the tender document. Incomplete / conditional offer or tender without EMD will be rejected outrightly. However, as per Govt. guidelines, the firms registered under MSEs for supplying manpower Services are exempted from submitting EMD. 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.

The date and time schedule for applying the tender is as follows:

|  |                                  |
|--|----------------------------------|
| <b>Tender Announcement Date</b>                            | <b>17.08.2018</b>                |
| <b>Date and Time of Pre-bid Meeting</b>                    | <b>24.08.2018 at 1230 hrs.</b>   |
| <b>Start Date &amp; Time of Tender submission (online)</b> | <b>27.08.2018 at 1400 hrs.</b>   |
| <b>Last Date and Time of Tender Submission</b>             | <b>06.09.2018 upto 1600 hrs.</b> |
| <b>Date and Time of opening of Tender</b>                  | <b>07.09.2018 at 1600 hrs.</b>   |

All the prospective bidders may note that in case of inadequate response or NIL response in respect of the above tender, the last date and time of submission of tender will be extended for a further period of 15 days from the last date of opening of tenders. Corrigendum in this regard will be notified on the websites only. There will be no separate press advertisement.

**The tenderer should carefully read the clauses here under, 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: -**

I. The Service Provider should be financially sound having operational experience of providing manpower in 5/4/3 star hotels, hospitals, Govt. Bodies, large commercial establishments, Autonomous bodies and Educational Institutes for a period of minimum three years ending last day of month previous to the one in which applications are invited and competent to carry out the job contract to the satisfaction of the Management of The Ashok Hotel. The contract will be for a period of **two years** and may be renewed for a further period of one year at the discretion of The Ashok Hotel on the same terms and conditions as may be agreed upon by the Hotel and the Service Provider.

II. **Average Annual Financial Turnover** of the Bidder during last 3 financial years 2014 -15, 2015-16 & 2016-17 should be 30% of the Estimated Tender Value.

III. **Experience:** Experience of having successfully completed works/contracts as defined above during the last seven years as on 31.03.2017 should be either of the following:-

a) Three completed works(contracts) costing not less than the **annualized value** (amount) equal to 40% of the Estimated Tender Value (**excluding Service Tax**).

**OR**

b) Two completed works (contracts) costing not less than the **annualized value** (amount) equal to 50% of the Estimated Tender Value (**excluding Service Tax**).

**OR**

c) One completed works(contracts) costing not less than the **annualized value** (amount) equal to 80% of the Estimated Tender Value (**excluding Service Tax**).

IV. Tendering should be done through e-tendering through website <https://etenders.gov.in/eprocure/app> or <http://www.theashokgroup.com>. The EMD (refundable) is to be submitted through DD/NEFT/RTGS (in account no. 1021764261, IFSC Code – CBIN0280298, Central Bank of India, Ashok Hotel Branch, New Delhi). The cost of money transfer (including commission and taxes etc.) has to be borne by the bidder. It is therefore, advised that the bidder should consider the time required to process the payment electronically (i.e. NEFT/RTGS) to Ashok Hotel, into consideration before uploading the bid. The Ashok Hotel will not be liable (in any case) for any delay / non-payment in this regard.

V. **Tender Document Fee:** Nil (free downloadable from websites).

VI. 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 Ashok Hotel (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 The Ashok Hotel (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. E.M.D(Refundable):-** The EMD of ₹7,30,000/- (Rupees seven lacs thirty thousand only) is to be paid through Demand Draft/RTGS/NEFT in favour of Ashok Hotel payable at New Delhi. EMD to be deposited through RTGS/NEFT in the account no. 1021764261, IFSC Code – CBIN0280298, Central Bank of India, Ashok Hotel Branch, New Delhi. The cost of money transfer (including commission and taxes etc.) has to be borne by the bidder. It is therefore, advised that the bidder should consider the time required to process the payment electronically (i.e. NEFT/RTGS) to Ashok Hotel, into consideration before uploading the bid. The Ashok Hotel will not be liable (in any case) for any delay / non-payment in this regard. **Envelop having the Demand Draft/RTGS/NEFT details (or MSME Certificate) scribed as ‘EMD for E-Tender for Job Contract for Repair and Maintenance Works at The Ashok Hotel’ along with bidders name, should be submitted in the Office of Sr. Manager(HR), The Ashok Hotel, 50-B Diplomatic Enclave, Chanakyapuri, New Delhi – 110021 on or before closing date and time of the tender.** Bidders should mention the DD No/ UTR No. of EMD in their technical bid failing which their tender would be rejected.

The earnest money is refundable to the unsuccessful bidders and adjustable in the Security Deposit for successful tenderer/s. **Tender without earnest money shall be summarily rejected.** However, as per Govt. guidelines, the firms registered under MSEs for supplying manpower Services are exempted from submitting the EMD.

**VIII. The rates of financial bid are not to be quoted in Technical Bid. In case the same are given, then the tender can be summarily rejected.**

IX. 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 be entertained by ITDC. It must be clearly understood that the Ashok Hotel reject any tender without assigning any reason whatsoever. The tenderer shall be bound by the terms and conditions of 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.

X. Tenderer(s) 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 Ashok Hotel (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 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) / 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.

**XI.** 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.

**XII.** 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 and GST Cess (if applicable) herein after termed as GST, which will be reimbursed separately 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.

**XIII.** The Service Provider is solely responsible to make all payments to the workers in accordance with the provisions of relevant labour laws and The Ashok Hotel (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.

**XIV.** 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 Ashok

Hotel(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 by The Ashok Hotel (a Unit of ITDC). There would be no direct supervision/ control exercised by the Principal Employer in respect of employees employed by the Contractor.

**XV.** 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. 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 Ashok Hotel (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.

**XVI.** Successful Service Provider will have to deposit 5% of contract amount with The Ashok Hotel (A UNIT OF ITDC) as Performance Security within 15 days of receipt of LOA by successful bidder in the form of DD / RTGS/ NEFT or any other on line mode in favour of The Ashok Hotel (a Unit of ITDC) on any scheduled Bank payable at New Delhi 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 The Ashok Hotel 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 Ashok Hotel (A UNIT OF ITDC) has the option to recover the dues, if any, paid by The Ashok Hotel to any other Service Provider/work-force to get the work completed/ and also towards any other amount recoverable from the Service Provider.

**XVII.** Any bidder requiring clarification on the Tender Documents may contact the following person on any working day between 1100 hrs. to 1600 hrs. from 17.08.2018 to 06.09.2018. All the interested bidders are requested to attend the pre-bid meeting to be held on 24.08.2018 at 1230 hours in The Ashok Hotel, New Delhi, 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 the meeting to avoid any confusion and to obtain all required qualifications:-

### **CONTACT PERSON**

1. Sr. Manager(HR), The Ashok Hotel, New Delhi.  
Tel.No. 011-24123669, 24123145

### **XVIII. Selection Process & Award of work :**

- a) The Ashok Hotel does not bind itself to accept lowest or any other tender/bid and 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 The Ashok's action.

- b)** On the basis of information furnished by the tenderers in Technical Bids along with supporting documents wherever necessary, the tenders will be technically evaluated by The Ashok Hotel against the prescribed eligibility criteria. Details in this regard are furnished in Section-B of this tender documents.
- c)** The bidders will have to furnish the requisite documents attested by a Notary Public or Gazetted Officer supporting the qualification/eligibility criteria/credential as specified in the bid document, failing which, the bid is liable to be summarily rejected.
- d)** **All the required supporting documents digitally signed must be uploaded as per the prescribed method alongwith entire tender documents including techno commercial bid of the tender.**
- e)** **MSEs: As per the Govt. Guidelines, the Micro and Small Enterprises will be given due preferences and in case, the MSE's meet the eligibility criteria, then the work distribution will be done accordingly.**

**XIX.** All future corrigendum's, addendums, amendments, extension of bid submission date with regards to this bid if any shall be published only at website <https://etenders.gov.in/eprocure/app> or <http://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 Ashok Hotel, New Delhi 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.

**XX.** The bidder will have to produce the originals of the submitted documents as and when required / asked by The Ashok Hotel for cross verification.

**XXI.** An affidavit on stamp paper of ₹ 10/- (non-judicial) be submitted along with the technical bid stating that "in case any ambiguity is noticed in documents (listed out documents 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 submitted by the bidder on or before opening of the technical bid in the office of Sr. Manager(HR), The Ashok Hotel, New Delhi.

**XXII.** **All the tenderers have to enter into a pre contract integrity pact and signed copy has to be uploaded along with technical bid.**

XXIII. The successful bidder(s) shall execute the Service Level Agreement and Pre Contract Integrity Pact with The Ashok Hotel positively within fifteen days of issue of LOA, failing which his tender/contract shall be liable for cancellation. It is made clear that the General Terms & 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 ASHOK HOTEL, NEW DELHI  
(A Unit of ITDC)**

**THE ASHOK**  
**New Delhi**

**Sub. : Job Contract for Repair and Maintenance Works**  
**at The Ashok Hotel**

**(The tenderer must inspect the areas carefully before quoting the rates)**

**SCOPE OF WORK**

1. Day to day operation and maintenance of Fire Alarm Detection, Fire Fighting System, Fire Hydrant , Wet Riser and Sprinkler System.
2. Operation, Maintenance, Repairing and Cleaning of all LPG/PNG ranges and all Kitchen equipments.
3. Operation & Maintenance of Hot Water Generator and Steam Generator.
4. Operation & Maintenance of Effluent Treatment Plant and R.O. Recirculation System.
5. Day to day operation and maintenance of substation and DG Sets alongwith all associated electrical equipments etc.
6. Day to day operation & maintenance of MATV System and day to day complaints of TVs and music systems in Guest Rooms and Public Areas.
7. Day to day operation & maintenance of Sewage Treatment Plant and Organic Waster Converter Machine.
8. Maintenance of Electrical Distribution system and complaints
9. Operation of HVAC system, cold storage, cooling tower pumps, exhaust ventilation system and associated equipments.
10. Day to day civil maintenance works viz. assisting carpentry, sewerage and other Civil Sections at The Ashok Hotel.
11. Operation & Maintenance of water supply systems and fountain system
12. Regular maintenance of all gardens at The Ashok Hotel, including lawn mowing, pruning of trees, shrubs, ground cover and creepers. Maintenance of landscaping/environment services, spreading manures, application of chemicals, fertilizers, spreading good earth for top dressing, insecticides, pesticides, development/maintenance of seasonal flowers, potted plants, indoor/outdoor potted plants etc.
13. Maintenance of flower arrangement for day to day functions in The Ashok Hotel.



### **Manpower Resources :**

The Service Provider shall provide the aforesaid Job Contract Services round the clock in shifts as per the requirement of The Ashok Hotel, New Delhi. 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 ASHOK HOTEL 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.

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 hotel complex. Antecedents of each worker and supervisors of the Service Provider, who will be present/deploy in the premises of The Ashok Hotel, New Delhi 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 The Ashok, New Delhi during contract period. The Service Provider is bound to remove any of the workers employed by him and arrange for replacement as and when advised to do so. THE ASHOK HOTEL 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 and experienced for carrying out a wide variety of work as per the scope using appropriate materials and tools/equipment.

The manpower deployed for service will remain available at the place of their duty as per duty roster issued/posted by the Service Provider. The Service Provider will ensure that tender specified manpower for rendering required service is available at the place of duty at all times. **If THE ASHOK HOTEL finds that the Service Provider's committed manpower is not able to provide satisfactory service, the Service Provider will have to provide additional hands on his own without any increase in the monthly bill. It shall be the Service Provider's responsibility to attend emergency work in time. 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.**

## **Minimum Mandays Required :**

Keeping in view the volume of work, the service provider has to provide the minimum mandays per day with requisite qualification as per details given below:-

| <b>Area of Operation</b>  | <b>Category and Mandays per day</b>       | <b>Qualification</b>   |
|---|---|--|
| Operation & Maintenance of Fire Alarm Detection Fire Fighting system, Fire Hydrant, Wet riser & Sprinkler system  | 14 – Fire Man (Skilled)                   | 6 months course in Fire Safety with 1 year relevant experience   |
|   | 4 – Unskilled                             | 10 <sup>th</sup> (preferably)  |
| Maintenance of Mechanical nature works (LPG/PNG ranges etc)   | 4 – Skilled Technicians                   | ITI (Fitter/Diesel Mechanic/Motor Mechanic or equivalent) + 1 year experience or 5 years experience in relevant field.             |
|   | 5 – Semi Skilled Technicians              | 10 <sup>th</sup> Pass or 4 years experience in relevant field  |
| Operation and Maintenance of Hot Water Generator and Steam Generator  | 4 – Skilled Technician (Hot Water Boiler) | ITI (Fitter/Diesel Mechanic/Motor Mechanic/ Electrical or equivalent) + 1 year experience or 5 years experience in relevant field. |
|   | 3 –Unskilled                              | 10 <sup>th</sup> (preferably)  |
| Operation of HVAC System, Cold Storage, Cooling Tower Pumps, Exhaust Ventilation System and Associated Equipments   | 4 – Skilled Plant Operator                | ITI (Fitter/Refrigeration and Air Conditioning or equivalent) + 1 year experience or 5 years experience in relevant field.         |
|   | 7 – Semi Skilled A.C Technician           | 10 <sup>th</sup> Pass or 4 years experience in relevant field  |
|   | 4 – Unskilled                             | 10 <sup>th</sup> (preferably)  |
| Operation & Maintenance of DG Set along with associated electrical equipments including transformers, auxiliary equipments installed in DG Set/ HT/LT room (substation) | 4 – Skilled Technicians                   | ITI (Electrical/Electrical Licence or equivalent) + 1 year experience or 5 years experience in relevant field.                     |
|   | 4 – Semi Skilled Technicians              | 10 <sup>th</sup> Pass or 4 years experience in relevant field  |
| Maintenance of Electrical Distribution System & Complaints  | 2 – Desk Attendant                        | Graduate + 1 year relevant experience  |
|   | 5 – Skilled Electrician                   | ITI (Wiremen Licence/ Electrical or equivalent) + 1 year experience or 5 years experience in relevant field.                       |
|   | 3 – Unskilled                             | 10 <sup>th</sup> (preferably)  |
| Operation and maintenance of Sewage Treatment Plant and Organic Waster Converter Machine  | 4 – Skilled Technicians                   | ITI (Fitter/Diesel Mechanic/Motor Mechanic/ Electrical or equivalent) + 1 year experience or 5 years experience in relevant field. |
|   | 3– Semi Skilled Technicians               | 10 <sup>th</sup> pass or 4 years experience in related field   |

|   |                             |   |
|---|-----------------------------|---|
| Operation of MATV system and day to day complaints of TV and Music in guest room and public area at Hotel Ashok | 4 – Skilled Technician      | ITI (Wiremen Licence/ Electronics Electrical/ Audio Video or equivalent) + 1 year experience or 5 years experience in relevant field. |
|   | 3 – Unskilled               | 10 <sup>th</sup> (preferably)   |
| Maintenance for Landscaping and Environmental services  | 1 - Supervisor              | Graduate  |
|   | 20 - Unskilled              | 10 <sup>th</sup> (preferably)   |
| Maintenance for flower arrangement for day to day functions   | 5 - Unskilled               | 10 <sup>th</sup> (preferably)   |
| Day to day civil maintenance for assisting carpentry, sewerage, Plumbing and other civil sections               | 2 – Desk Attendant          | Graduate  |
|   | 4 - Carpenter (Skilled)     | ITI in respective trade or 5 years experience in relevant field.  |
|   | 1 - Plumber (Skilled)       | ITI in respective trade or 4 years experience in relevant field.  |
|   | 6 – Sewerman ( unskilled)   | 10 <sup>th</sup> (preferably) or 3 years experience in the field of Sewerman.   |
|   | 1 – Painter (Skilled)       | ITI in respective trade or 4 years experience in relevant field.  |
|   | 1 - Mason (Skilled)         | ITI in respective trade or 4 years experience in relevant field.  |
|   | 7 - Unskilled               | 10 <sup>th</sup> (preferably)   |
| Operation & Maintenance of water supply system  | 1 - Supervisor              | Graduate  |
|   | 3 - Skilled Technician      | ITI in respective trade or 5 years experience in the field of water supply & pump operation.  |
|   | 1- Plumber (Skilled)        | ITI in respective trade or 4 years experience in relevant field.  |
|   | 4 - Semi Skilled Technician | 10th pass or 4 years experience in the field of water supply & pump operation.  |
|   | 1- Unskilled Manpower       | 10 <sup>th</sup> (preferably)   |

## **MANPOWER STANDARDS**

The Service provider will ensure the following:-

### **APPEARANCE**

1. Manpower deployed will be able bodied having acceptable physical appearance.
2. Manpower deployed will be well groomed, maintain proper hygienic and pleasant manners.
3. Manpower deployed will wear uniforms, which will be clean, ironed and complete in all respect (inclusive of shoes, socks, headgear, name badge etc.)while in the premises
4. Manpower deployed will maintain correct posture while in the premises

### **SPEECH AND LANGUAGE**

1. Manpower deployed will always speak politely and maintain discipline within premises
2. Manpower deployed will only use decent and parliamentary languages in their dealings within premises

### **TECHNICAL KNOWLEDGE**

1. Manpower deployed will have knowledge of the job assigned.
2. Manpower deployed will perform their assigned work in a positive & proper manner
3. Manpower deployed will effectively utilize material resources and minimize wastage
4. Manpower deployed will have knowledge of safely using cleaning materials, operating the equipment and machines.
5. Manpower deployed will have adequate knowledge of the cleanliness, hygiene and fire regulations and adhere with the same
6. Manpower deployed will have adequate knowledge about the hotel &the department

### **BEHAVIOUR WITHIN WORK PREMISES / ESTABLISHMENT**

1. Manpower deployed will always abide by the instructions of the Supervisors
2. Manpower deployed will report on duty in good health, clean and dressed in proper uniform at their place of work on the time specified. Manpower deployed will not leave the designated work place without the permission of the Supervisors
3. Manpower deployed will always be courteous and will not indulge in argument or gossip or shout while in the premises.
4. Manpower will leave after completion of their duty.
5. Manpower will keep usage of cell / mobile phones & conversations to the minimum while in the premises.

## **Uniform :**

The manpower deployed by the Service Provider shall be in proper uniform and identity card whenever they are in the premises of The Ashok, New Delhi as per the details furnished below :-

### **Supervisors**

**1 Coat Terricot**  
**2 Tie**  
**2 sets of Terricot Trousers**  
**2 sets of Terricot Shirts**  
**2 pair of Socks**  
**1 pair black shoes**  
**1 Name badge**

### **Operating Staff**

**2 sets of Terricot Trousers**  
**2 sets of Terricot Shirts**  
**2 sets of Socks**  
**1 pair black shoes**  
**1 Thermal ware(for winters)**  
**1 Name badge**

- To be provided by the Service Provider per annum  
(within 45 days after award to contract & within 30 days after starting of 2<sup>nd</sup> Year of contract)
- No branding of bidder/vendor will be allowed.
- The proper washing of the uniform of the workers to be deployed will be ensured by the Service Provider.
- Colour, Pattern and design are to be approved first.
- Stitching charges to be borne by the service provider.

**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:

1. That in case of JV/Partnership, all directors/partners shall be liable jointly and severally and be responsible for execution and operation of the assigned job in accordance with the contract terms.
2. That the persons to be engaged are adult workers who have attained the age of 18 years and restricted to 62 years of age. The persons so deployed should be in good physique and sound health. The Service Provider should prohibit the same worker working in more than one place in ITDC.
3. That the persons will be paid the Minimum Wages as per Minimum Wages Act and other prevalent Acts & Rules as notified/ordered by the appropriate authority from time to time.
4. 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 Ashok Hotel on month to month basis before clearance of dues /reimbursement on actual of a particular month; Half yearly/yrly ESI/PF Returns should be submitted for verification within the due date.
5. That the Service Provider will be held responsible for any damage caused by his person/persons to the property of The Ashok Hotel intentionally or unintentionally in course of discharging of the work assigned to them or otherwise and the decision of the Competent Authority of The Ashok Hotel regarding determination of such compensation payable by the contractor shall be final and binding.
6. That the employees of the Contractor will be allowed paid holidays other than weekly off day as per prevalent Labour Laws in NCT of Delhi at the cost of the contractor firm.
7. That The Ashok Hotel 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 specially mentioned in the contract.
8. That due to administrative or any other reason(s), if no work is allotted or assigned to the contractor's employee for Job Contract for any day(s), then that/those day(s) will be treated as "no work no pay" basis.

9. That the employees of the Service Provider will sign the attendance Register and give their finger impression on the fingerprint machine to be separately arranged and maintained by the service provider at Staff Entry Gate of The Ashok, New Delhi. 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.
10. That the Service Provider will accept full and exclusive responsibility for payment of Wages, 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.
11. 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/The Ashok Hotel etc. and produce all relevant documents during inspections.
12. That if, because or any strike or lockout in the Company, the Service Provider is unable to function or his business is affected, the Company shall not be liable for any loss which the Service Provider may suffer in this regard.
13. That the Service Provider shall ensure and keep insured its personnel so deployed in the premises of The Ashok Hotel, New Delhi 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 Hotel 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 Service Provider. In the event of The Ashok Hotel/ITDC is held liable to pay any damage or compensation in respect of such employees (of the Contractor), the Service Provider shall reimburse such damage or compensation on demand from The Ashok Hotel/ITDC or The Ashok Hotel/ITDC shall be entitled to recover/adjust the same from the amounts payable to the Service Provider/Contractor towards his monthly bills or from his Security Deposit. Service Provider shall indemnify The Ashok, New Delhi from any claim made or damages suffered by The Ashok, New Delhi by reason of any default on the part of the Service Provider or its employees in due observance and performance of the provisions of law applicable to the matter relating to the manpower.

**14. Obligation of Service Providers to be adhered to:**

- ✓ Obtain Labour License at his cost from the appropriate Licensing Officer.
- ✓ Employment Card as per Rule 76 of Contract Labour (R&A) Act.
- ✓ Appointment Letter to his employee.
- ✓ 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.
- ✓ Maintain all records and Registers required under the Law.
- ✓ Remit Provident Fund contributions with appropriate authority.
- ✓ Deposit ESI Contribution with appropriate authority.
- ✓ Obtain insurance cover in respect of his staff at his own cost.
- ✓ Submit challans & ECR of PF & ESI contributions every month.
- ✓ Distribute wage slip to his employee.
- ✓ Ensure payment as per Minimum Wages Act 1948(as revised time to time by the appropriate Govt.).
- ✓ Submit PF & ESI Monthly/Half Yearly/ Yearly Returns & Inspection report.
- ✓ Install Biometric Attendance Machine at his own cost and maintain Attendance in register and biometric computerized attendance system in respect his manpower deployed in The Ashok, New Delhi and submit the same as and when required/asked for by The Ashok Hotel.
- ✓ The Wages of workmen are to be paid by the 7<sup>th</sup> of every month.
- ✓ Submit duly signed and stamped undertaking as per standard proforma enclosed with NIT with monthly bill.

**15. Earnest Money :**

Earnest Money/ Bid Security (as mentioned in the NIT) is to be deposited through DD/NEFT/RTGS. The cost of money transfer (including Commission and taxes etc) has to be borne by the bidder. **Envelop having the Demand Draft/RTGS/NEFT details (or MSME Certificate) scribed as ‘for E-Tender for Job Contract for Repair and Maintenance Works at The Ashok Hotel’ along with bidders name, should be submitted in the office of Sr. Manager(HR), The Ashok Hotel, 50-B Diplomatic Enclave, Chanakyapuri, New Delhi – 110021.** Bidders should mention the DD No/ UTR No. of EMD in their technical bid failing which their tender would be rejected.

No interest will be payable on EMD. The earnest money is refundable to the unsuccessful bidders and adjustable in the Security Deposit for successful tenderer/s. Tender without earnest money shall be summarily rejected. However, as per Govt. guidelines, the firms registered under MSEs for supplying manpower Services are exempted from submitting the EMD.

**16. 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 limited firm for the job



work as outlined in the NIT. A Bidder who submits more than one Bid will be disqualified.

**17. Amendment of Tender Documents :**

Before the deadline for submission of Bids, The Ashok Hotel 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 <https://etenders.gov.in/eprocure/app> or <http://www.theashokgroup.com>. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, THE ASHOK HOTEL shall extend, as necessary, the deadline for submission of Bids and the same is also to be notified on the said website. There will be no separate press advertisement.

**18. Site Visit :**

18.1 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.

18.2 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 Ashok Hotel shall not entertain any request for clarification from the bidders regarding such legal conditions.

18.3 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 Ashok Hotel.

**19. 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.

**20. Change Orders or Additional Work :**

The Ashok Hotel 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".

**21. Bid Validity:**

Bid shall remain valid for a period not less than of 120 days from the date of opening of technical bids. A bid valid for a shorter period shall be rejected by The Ashok Hotel. In exceptional circumstances, prior to expiry of the original time limit, The Ashok Hotel may request the bidders to 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 to extend for specified additional period 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.

**22. Rate Validity :**

The prices/rate 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 ASHOK 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.

- 23.** 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.

**24. Performance Security/ Security Deposit :**

24.1 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.

24.2 Performance Security should be 5% of contract amount and should be submitted within 15 days of receipt of LOA by the successful bidders in the form of Demand Draft/RTGS/NEFT or any other on line mode in favour of The Ashok Hotel on any Scheduled Bank payable at New Delhi after adjusting the EMD so deposited earlier along with bid. 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.

24.3 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 Ashok Hotel.

24.4 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 have been duly settled. The Contractor shall also submit an Indemnity Bond indemnifying The Ashok Hotel/ITDC) or may otherwise arise in respect of any statutory liability(ies) concerning his employees deployed with the Principal Employer.

## **25. GST :**

25.1 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.

25.2 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.

25.3. The Vendor shall indemnify The Ashok Hotel/ITDC from any direct or indirect losses suffered by the ITDC due to non compliance on part of vendor under GST Act, which may effects the GSTN rating of The Ashok/ITDC.

25.4. In case of any non-compliance by the vendor which results into loss of input tax credit under GST Law to The Ashok Hotel/ITDC, the vendor shall pay The Ashok Hotel/ ITDC an amount equal to lost input tax credit along with interest/penalties or any other monetary loss suffered because of such non compliance under GST Act.

- 25.5. Vendor shall indemnify The Ashok/ ITDC against any loss monetary or otherwise arising due to legal proceedings initiated by the tax authorities as a result of non compliance/default in paying tax by The Ashok/ITDC. Vendor shall indemnify The Ashok/ITDC in respect of the recourse action in case of “BLACK LISTING” under the “Compliance Rating Score” mechanism due to non compliance/ default by Vendor.
- 25.6. In case of any new tax/levy/duty etc becomes applicable after the date of Bidder’s offer but before opening of the price bid, the Bidder/Contractor must convey separately its impact on his price duly substantiated by documentary evidence in support of the same before opening of Price bid. Claim for any such impact after opening the Price Bid will not be considered by The Ashok for reimbursement of tax or reassessment of offer.

**26. Insurance Coverage :**

The Service Provider shall take accidental Insurance coverage for their employees other than ESI and undertake to indemnify and keep indemnified The Ashok Hotel/ITDC 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 Ashok Hotel/ITDC 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.

**27. Corrupt or Fraudulent Practices :**

The Ashok Hotel requires that Service Provider observes the highest standard of ethics during the execution of the Contract. In pursuance of this policy, The Ashok Hotel will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. Further, The Ashok Hotel will declare the Service Provider/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 indulged in corrupt/fraudulent practices in competing for, or in executing a contract.

**28. Change of Ownership :**

The Service Provider shall notify The Ashok Hotel 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 service provider/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.

**29. 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 of the contract at the time of its occurrence shall be taken into cognizance.

**30. Blacklisting/Removal from Work :**

**30.1** 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/bankrupt.
- If despite warnings, the Service Provider does not ensure improvement the performance or does not initiate any steps to meet the complaints.

**30.2** 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/company 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 Ashok Hotel.

- 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.
- 30.3** The Service Provider who has been blacklisted shall not be allowed to participate in all the tenders anywhere in the ITDC in future. Besides the above, the Management shall be at liberty to initiate any other action or actions as deemed fit & proper.
- 30.4** The near relatives of all The Ashok Hotel 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).
- 30.5** 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 Ashok Hotel 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 Ashok Hotel will not pay any damages to the company or 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.
- 30.6** Absolute loyalty/Secrecy of information on The Ashok Hotel is expected from the Service Provider and persons so engaged by him for the services requisitioned by The Ashok Hotel. If any sort of breach of loyalty/misconduct with the Staff or Officers or Customers or Clients directly or indirectly related to The Ashok Hotel is noticed, the Service Provider will be legally bound to withdraw that person/persons immediately on a written request from the competent authority of The Ashok Hotel failing which the contract will be liable for termination without any further notice.
- 30.7** The Ashok Hotel is not under any obligation to accept the lowest tender/tenders and 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.

**31. No Right to Recourse :**

Any decision made by The Ashok Hotel in relation to the selection of a short list from the Tenders will be final. The Ashok 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.

**32. General Selection Process :**

**32.1** Technical bids will be opened online on scheduled date and time. On the basis of information furnished by the tenderers in Technical Bids along with supporting attested documents wherever necessary, the tenderers will be technically evaluated by The Ashok Hotel against the 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.**

**32.2** 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 Ashok Hotel deems necessary and appropriate.

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

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

- Technical bid containing financial bid details.
- Bid providing information/documents which 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 The Ashok Hotel Technical /Financial Bid Format

**33. Award of work :**

**33.1** The price/rate offers in the prescribed financial bid format 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 Ashok Hotel is not bound to accept any offers, even

though lowest and at the same time The Ashok Hotel 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.

**33.2** If, however, a technically acceptable tenderer becomes L-1 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.

**33.3** It is reiterated that only lowest offer of substantially responsive bids quoting the rate towards prescribed minimum wages and statutory payment in accordance with the rules applicable for employment of contract labour shall be considered.

**33.4** The Letter of Acceptance will be issued accordingly which shall constitute the intention of The Ashok Hotel to place the order for aforesaid job contact 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 increase in Minimum Wages and statutory payments.**

**34. Submission of Bills & Payment Terms**

**34.1** The Service Provider will ensure that the wages be disbursed through NEFT or A/C payee cheque under unavoidable circumstances latest by 7<sup>th</sup> 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.

**34.2** The Service Provider shall submit the monthly bill on or before the 15<sup>th</sup> of 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 Ashok, New Delhi –

- i. Verified Biometric Attendance records of the staff deployed for the month duly verified by the concerned Head of Department of The Ashok or his/her nominee.
- ii. Copy of wage Register wherein the name of the worker, his father's name, Bank Account Number etc. should be mentioned.
- iii. Copy of all labour related statutory fillings including but not limited to EPF/ESI challans/ECR etc.
- iv. Undertaking of the agency & satisfactory performance certificate from concerned HOD.

**34.3** The bill payment shall be released by The Ashok Hotel only after receipt and scrutiny of the challans and other relevant documents. In the absence of such proof of having deposited statutory dues/relevant amounts with appropriate



authorities, 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.

- 34.4** As per law of land, statutory deductions like income tax/TDS under GST (as & when applicable) etc. shall be made from the contractor's bill as applicable. A certificate to this effect shall be provided to the service provider. In case, the Successful bidder fails to comply with any statutory / taxation liability under appropriate law and as a result thereof The Ashok Hotel is put to any loss / obligation, monetary or otherwise, The Ashok Hotel will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

\*\*\*\*\*

**THIS LETTER TO BE SUBMITTED BY THE TENDERER ON LETTER  
HEAD.**

The General Manager

**THE ASHOK HOTEL**

(a unit of India Tourism Development Corporation Ltd.)

Diplomatic Enclave,

50-B, Chanakyapuri,

New Delhi-110021

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. A sum of Rs ...../(Rupees ..... Only) has been deposited as Earnest Money Deposit.

If I / We fail to keep the tender open for a period of 120 days validity after opening the tender or make any modifications in the terms and conditions therein which are not acceptable to the hotel, I /We agree that the hotel shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely. Until a formal Work Order or contract is prepared and executed this Bid together with your written acceptance thereof in your notification shall constitute a binding contract between us.

We undertake, if our Bid is accepted, we will furnish the Security deposit in the form of Demand Draft(of any scheduled bank)/RTGS/NEFT or any other mode for the sum as stipulated in the Tender Document, which will be released only on The Ashok Hotel 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 15 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 LOA/work order, I/We fail to commence the execution of the works within a week or as communicated by Management of The Ashok Hotel, 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 ASHOK 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)

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

## DECLARATION

### Declaration by the tenderer official letter head stating the following:

Dear Sir,

We hereby confirm that I/we am/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 ASHOK/ any other organization. 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.....(agency's name) 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 court 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 Ashok Hotel (A UNIT OF ITDC) is entering into the Service Level Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and 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 Ashok Hotel 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 ASHOK 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 at any time, our Bid may be rejected / terminated. We have read and agreed to the terms and conditions laid down by The Ashok Hotel for this contract.

Date:

Place:

**Seal of Notary**

(Signature of the Authorized Person)

Name:.....

Designation .....

Business Address: .....

Seal:.....

**Format for Affidavit: Non-judicial stamp paper of ₹ 10/-**

**AFFIDAVIT**

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

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

2. That none of my/partner's relative(s) is/are employed in The Ashok Hotel (A UNIT OF ITDC).

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

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

6. In case any ambiguity is noticed in documents (listed out documents submitted at any stage), we shall be entirely responsible and liable for any action as deemed fit under the law. The Ashok Hotel (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 Ashok Hotel in selection of contractor for the said job contract will be final and binding on me/us.

**Seal of Notary**

Signature of the tenderer,  
Dated .....

### **TENDER DETAILS : Technical Bids**

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.

#### **A.I: BIDDER's DETAILS**

|   |  |
|---|--|
| <b>COMPANY NAME</b>   |  |
| Name and designation of contact person with telephone/mobile number   |  |
| Date and place of incorporation   |  |
| Date of business commenced  |  |
| Registered company address  |  |
| Address for service of notices  |  |
| Telephone no:   |  |
| Facsimile no:   |  |
| Email   |  |
| Nominated representative for this tender response   |  |
| Name<br>Mailing Address<br>Direct Telephone<br>Mobile<br>Email Address  |  |
| Status of the company (Limited Company/ Partnership/ Hindu Undivided Family Business/ Sole Proprietor ) (Please attach photocopy) |  |
| PF Registration No.   |  |
| ESI Registration No.  |  |
| Registration under Contract Labour (R&A) Act(If not applicable, please give reasons)  |  |
| GSTIN No.   |  |
| Income Tax (Give PAN No.)   |  |
| Firm's Registration number, if any (Registration Certificate to be attached)<br>(Please attach photocopy)                         |  |

**A.II: List of Key Personnel in the Agency/Firm and their details(Organizational Set up)**

| Sl. No | Name | Designation | Tel/Mobile No. |
|--------|------|-------------|----------------|
|        |      |             |                |
|        |      |             |                |
|        |      |             |                |
|        |      |             |                |
|        |      |             |                |
|        |      |             |                |

**A.III: Details of Consortium of Companies / Firms:**

**Yes/No**

(If yes, 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.I: OPERATIONAL EXPERIENCE OF 3 YEARS:**

**Yes/No**

**BII. DETAILS OF WORK EXPERIENCE:**

The Bidder is required to provide details of previous relevant experience of having successfully completed works/ contracts during the last seven years ending 31.03.2017 in the format annexed hereto.

**{Pl. refer Clause No. III of Section-A of Tender Documents while furnishing detailed experience}**

| Sl. No | Name of the Client organization | Contract Start date | End date | Nature of service provided | No. of manpower deployed | Name, Tel. no of contact person in client org* |
|--------|---------------------------------|---------------------|----------|----------------------------|--------------------------|--|
|        |                                 |                     |          |                            |                          |  |
|        |                                 |                     |          |                            |                          |  |

**C. Annual Turnover:**

Average Annual Financial Turnover of the Bidder during last 3 years 2014 -15, 2015 -16 & 2016 -17 should be 30% the estimated tender value.

| Item                     | FY 2014 -15 | FY 2015 -16 | FY 2016 -17 |
|--------------------------|-------------|-------------|-------------|
| Annual Turnover (in INR) |             |             |             |
|                          |             |             |             |
|                          |             |             |             |

**(Should attach copy of Audited Balance Sheet and Profit & Loss Account statement/ Certificate from the CA for last 3 years)**

**D. Has the Agency/Firm been black listed by any Public Sector Enterprise / Any other Organization:**

**Yes/No**

**E. Does the Agency/Firm has business with any other Units(s) of ITDC ?**

**Yes/No**

**(If yes, attach details)**

**F.** Whether the Agency is ISO certified: (If yes, attach details) Yes/No  
(This is desirable)

**G.** Bank Mandate as per prescribed format Yes/No

**H.** EMD deposit details attached(In case exempted as per Govt. Yes/No  
Guidelines under MSEs, upload a copy of valid registration certificate)

I/We hereby confirm that the undersigned/ none of the partners in the Agency / none of the Directors of the Company applying for the 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.

DATE:

**Signature in the capacity of**

**SEAL**



## TECHNICAL BID

### B: DETAILS OF WORK EXPERIENCE FOR QUALIFYING IN TECHNICAL BID PURPOSE ONLY

**Note: {Pl. refer Clause No. III of Section-A of Tender Documents}**

Detail of previous experience of service provider of having successfully completed works/contracts in 5/4/3 star hotels, hospitals, Govt. offices, large commercial establishments, Autonomous bodies, Educational Institutes during last seven years ending 31.03.2017.

| Sl. No | Description   | Contract/Work-I | Contract/Work - II | Contract/Work -III |
|--------|---|-----------------|--------------------|--------------------|
| 1      | Name of the Contract/Work   |                 |                    |                    |
| 2      | Name , Address & Telephone No. of Client*   |                 |                    |                    |
| 3      | Nature/details of service provided under contract   |                 |                    |                    |
| 4      | Nos. of manpower deployed under contract  |                 |                    |                    |
| 5      | Date of Commencement  |                 |                    |                    |
| 6      | Actual Date of Completion   |                 |                    |                    |
| 7      | <b>Annualized Value</b> of each completed contract (in ₹) <b>(Excluding Service Tax).</b> |                 |                    |                    |

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

2. Work order/agreement and its corresponding Client's certificate/Completion Certificate clearly indicating details of service provided and **annualized value** of each completed contract excluding service tax to be enclosed.

3. In case any Client's/Completed certificate submitted for qualifying in technical bid purpose does not show specifically annualized value of the completed contract excluding Service Tax, equivalent amount towards service tax will be deducted (Sl.7 above) for determining the annualized value of completed contract/work.

\* THE ASHOK reserve the right to contact the person mentioned to verify the details of the information provided by the bidders.

**Signature in the capacity of**

DATE:

**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

## **TECHNICAL PARAMETERS TO QUALIFY FOR THE TENDER**

Parameters furnished below are essential in order to be eligible for the bid and only those Agencies who meet the requirements and provide documentary proof of the same will be considered for evaluation

**Please attach relevant attested documents. In absence of any supporting documents, bid is liable to be rejected summarily.**

| S. No | Criteria   | Required Supporting Documents  | Attached (Yes/No) |
|-------|--|--|-------------------|
| A     | B  | C  | D                 |
| 1     | Status of the Firm/company (Limited Company/ Partnership/Hindu Undivided Family Business/ Sole Proprietor etc.)  | Furnish appropriate attested documents (registration of company, Memorandum of article etc.)   |                   |
| 2     | The firm/company having operational experience of providing manpower of minimum 3 years ending last day of month previous to the one in which applications are invited, in 5/4/3 star hotels, hospitals, Govt. offices, large commercial establishments, Autonomous bodies and Educational Institutes.   | Attach attested experience certificates /signed contract & extension thereof/ completion certificate from various client   |                   |
| 3     | Experience of having successfully completed works/contracts as defined above during last seven years as on 31.03.2017 be either of the following:-<br>a) Three completed works(contracts) costing not less than the <b>annualized value</b> (amount) equal to 40% of the estimated tender value <b>(excluding Service Tax)</b> .<br><b>OR</b><br>b) Two completed works(contracts) costing not less than the <b>annualized value</b> (amount) equal to 50% of the estimated tender value <b>(excluding Service Tax)</b> .<br><b>OR</b><br>c) One completed works(contracts) costing not less than the <b>annualized value</b> (amount) equal to 80% of the estimated tender value <b>(excluding Service Tax)</b> | Attach attested 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 <b>annualized value</b> of completed contract excluding service tax. |                   |
| 4     | The Bidder has the appropriate Quality Assurance Accreditation and Management standards, practices and processes certification.  | Attach appropriate attested documents- such as a valid ISO: 9001 certification<br><b>This is Desirable.</b>  |                   |

|    |  |   |  |
|----|--|---|--|
| 5  | PAN number of the Bidder issued by the Income Tax Dept. Govt. of India.  | Furnish appropriate attested documents  |  |
| 6  | Should have valid GSTIN Number   | Furnish appropriate attested documents  |  |
| 7  | Should have PF Registration independently  | Furnish appropriate attested documents  |  |
| 8  | Should have ESI Registration independently   | Furnish appropriate attested documents  |  |
| 9  | Should not have been blacklisted for business by any PSU/ Govt. Depts. etc. as per enclosed format of declaration <b>(original to be submitted in the office of Sr.Mgr.(HR), The Ashok Hotel, New Delhi, before opening of technical bids)</b>         | Declaration on the official letter head of the Company <b>(duly notarized)</b>                          |  |
| 10 | Particulars of Labour License from Labour Dept under CL(R&A) Act.  | Furnish appropriate attested documents.   |  |
| 11 | Duly acknowledged Returns of Income Tax for last three Assessment years.   | Attach appropriate attested copy of ITR.  |  |
| 12 | Please attach General Power of Attorney/ Authorization to sign, to quote, to negotiate rates from sole proprietor/all partners of firms, as applicable   | Attach appropriate attested documents.  |  |
| 13 | Agency should have current general solvency of <b>25% of the Tender value</b> (estimated tender value) issued by the Bank <b>(original to be submitted in the office of Sr.Mgr.(HR), The Ashok Hotel, New Delhi, before opening of technical bids)</b> | Attach Bank Solvency certificate. <b>(Date of issue should not be prior to the publication of NIT).</b> |  |
| 14 | Average Annual Financial Turnover of the Bidder during last 3 years 2014 -15, 2015-16, 2016 -17 should be 30% the estimated tender value.  | Audited Balance Sheet and PL Account statement/Certificate from the CA for last 3 years(Attested)       |  |
| 15 | <b>Affidavit:</b> on a non-judicial stamp paper of ₹ 10/- as per enclosed format <b>(original to be submitted in the office of Sr.Mgr.(HR), The Ashok Hotel, New Delhi, before opening of technical bids)</b>  | Affidavit on a non-judicial stamp of ₹ 10/- <b>duly notarized</b>                                       |  |

|     |  |  |  |
|-----|--|--|--|
| 16  | <b>Bank Mandate(original to be submitted in the office of Sr.Mgr.(HR), The Ashok Hotel, New Delhi, before opening of technical bids)</b>   | Attach copy(as per format)   |  |
| 17  | Furnish EMD Details. In case registered under MSEs, valid registration certificate is mandatory. <b>(DD/details of NEFT/RTGS to be submitted in the office of Sr.Mgr., The Ashok Hotel, New Delhi, on or before <u>closing date and time of the tender</u></b> | Mention DD No./ UTR No. of EMD.<br>Furnish valid registration certificate of MSME. |  |
| 18. | Pre contract integrity pact  | Attach signed copy   |  |

**\*Attested means attestation by Notary Public or Gazetted Officer.**

DATE:

**Signature in the capacity of  
SEAL**

## **SECTION – D**

### **Financial/Price Bid**

#### **THE ASHOK HOTEL NEW DELHI**

**( a unit of INDIA TOURISM DEVELOPMENT CORPORATION LTD. )**

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 exclusive of GST and statutory components like EPF, ESI. The Supplier (Service Provider) shall submit to The Ashok Hotel /ITDC, 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 Supplier and the Supplier accept the changes made by The Ashok/ ITDC and has paid the GST at the time of filling the monthly return. ESI/EPF shall be reimbursed separately (wherever applicable) after receiving claim of the contractor duly supported with ESI/EPF deposit challans in respect of associated manpower.
5. It is mandatory to provide break up of all Taxes, duties and levies wherever applicable and/or payable.
6. THE ASHOK HOTEL (A UNIT OF ITDC) will take into 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/rate during entire contract period and benefit of any decrease in taxes/duties shall be passed on to THE ASHOK by the Service Provider except increase in the wages of workforce in accordance with the Minimum Wages Notification issued by Govt. of NCT of Delhi/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 Ashok Hotel (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.

\*\*\*\*\*

## Financial Bid

**THE ASHOK**  
NEW DELHI

**( a unit of INDIA TOURISM DEVELOPMENT CORPORATION )**

I/We, after having read, examined the bid documents and inspected the areas relating to Job Contract .....(name of the work) and also scope of works to be carried out for the..... (unit) on temporary basis, hereby quote the rates for the entire job works as under. This amount is inclusive of all kinds of rates, charges and wages including service charge etc but excluding EPF, ESI and GST, which will be reimbursed on actual basis as per prevailing rates on production of proof of deposit.

**Rate per month**

**Amount for 2 Years**

₹ .....

₹ .....

Rate in words (.....) (.....)

**Rebate, if any** \_\_\_\_\_ %  
(in figures and in words)

**GRAND TOTAL : ₹** .....

(Amount in words.....)

I certify that the above quoted amount is firm up to the expiry of the contract period except revision in minimum wages as notified by the appropriate authority.

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

DATE:



## Appendix-“A” – Financial Bid

### **BREAKUP OF WAGES & OTHER PAYMENTS**

[Please specify the break-up of the bid in INR for the staff at different hierarchy appointed by the Service Provider as per the format below per person basis per month]

| Components   | Unskilled<br>Per month<br>₹ | Semi-<br>skilled<br>Per<br>month<br>₹ | Skilled<br>Per month<br>₹ | Graduate<br>Per<br>month<br>₹ |
|--|-----------------------------|---------------------------------------|---------------------------|-------------------------------|
| Minimum Wages (as per Govt. of NCT of Delhi) w.e.f. 01.04.2018 |                             |                                       |                           |                               |
| Leave (12-C/L & 15-P/L -per annum)                             |                             |                                       |                           |                               |
| National Holidays (03) per annum                               |                             |                                       |                           |                               |
| Uniform cost (with washing cost to be given separately)        |                             |                                       |                           |                               |
| Misc. Charges*   |                             |                                       |                           |                               |
| Welfare Fund **  |                             |                                       |                           |                               |
| <b>Sub Total</b>   |                             |                                       |                           |                               |
| Reliever Charges 1/6   |                             |                                       |                           |                               |
| <b>TOTAL</b>   |                             |                                       |                           |                               |
| <b>Service Charge (in ₹ ) #</b>                                |                             |                                       |                           |                               |
| <b>GRAND TOTAL(Per month per manday)</b>                       |                             |                                       |                           |                               |

(Rupees \_\_\_\_\_  
only)

**Rates should be quoted excluding of EPF, ESI and GST. These components will be reimbursed on actual basis on production challans/proof of payment.**

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

**\*(Misc. Charges – License, Police verification, Identity Card, Medical Check up as required under NDMC and ISO 22000 norms etc.)**

**\*\* As per the Bombay Labour Welfare Fund Act 1953 (Bombay Act No. XL of 1953) as extended to the National Capital Territory of Delhi.**

**Note: Please specify break-up of the financial bid such as minimum wages, other charges like Leave, uniform misc. expenditure and service charge etc under the Contract Labour (R&A) Acts, taking into account the minimum mandays required on company letter head.**

**[EPF, ESI and GST will be reimbursed on actual basis on production of evidence as per Govt. Rules]**

**\*\*\*Incentive to workers of the contractor if any approved by The Ashok Hotel/ITDC solely at its discretion will be reimbursed as per actual to the Service Provider and no service charges will be paid on this account.**

**# Service Charge shall be fixed during entire contract period and extension if any.**

**Authorized Signatory**

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

**LETTER OF ACCEPTANCE**

( On the letterhead paper of the Principal Employer - sample)

Ref.No.

Dated .....

To:.....

(Name and address of the Service Provider)

**Sub: Job Contract for Repair and Maintenance works at The Ashok Hotel.**

Dear Sir,

Reference to your Bid dated..... in response to our NIT dated ..... for execution of the above job work and subsequent discussion with your representative, we are pleased to award the above captioned job work to your company initially **for a period of two years w.e.f. ....** on following terms and conditions. Thereafter, it may be renewed for another one year at the sole discretion of The Ashok Hotel on the existing terms and conditions.

1. You shall deploy sufficient manpower at The Ashok Hotel, 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-“I”**. 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 workforce indicating name, parentage, age, qualification, residential/permanent address, qualification & experience, specimen signature along with two photographs and Character/Antecedent Verification Certificate from local police station (both in soft/hard copy).
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 Ashok Hotel or its employees. The Ashok Hotel 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 Ashok Hotel.
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 Ashok Hotel 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 Ashok Hotel/ITDC.

6. In consideration of services provided by your company, The Ashok Hotel shall pay an amount of ₹ .....(Rupees.....only) (all inclusive) Per Month subject to deductions in case of unsatisfactory performance and 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 NCT of Delhi 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 Ashok Hotel from any claim made or damages suffered by The Ashok Hotel 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, in the prescribed form for an amount of ₹ \_\_\_\_\_ within 15 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 Ashok Hotel relating to similar contracts shall be applicable to your company. You will have to enter into a Service Level Agreement on non-judicial stamp paper ₹ 100/- 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 Service Level Agreement made at New Delhi on this the..... day of \_\_\_\_\_ 2018 between **The Ashok Hotel, New Delhi (A UNIT OF ITDC)** having their Registered Office at Scope Complex, Core-8, Lodhi Road, New Delhi through its General Manager (hereinafter referred to as **the Company**) which expression shall unless the context otherwise required shall mean and include its successors and assignees of the one part;

AND

M/s ..... a proprietary concern/partnership firm/body corporate, registered / incorporated under Indian Partnership Act / Companies Act, 1956/ having its Principal Office of Business/Registered Office at ..... through its sole proprietor/partner/Director, Mr. .... (hereinafter called the Service Provider or the Second Party) of the other part, which expression unless the context otherwise required shall mean and include its legal heirs, successors and assignees on the other part.

### **RECITALS**

- A. The Ashok Hotel/Company is desirous of awarding the **Job Contract for Repair and Maintenance Works at The Ashok Hotel, New Delhi** including but not limited to as specified hereinbelow. All the works enumerated shall collectively be referred to as “Works”.
- B. M/s. .... has submitted tender and has agreed to carry out the said job work.
- C. Pursuant to the submission of proposal and discussions, believing the representations of the M/ \_\_\_\_\_, to be true, The Ashok Hotel/Company has agreed to award the Job Contract to carry out the works as described herein below in this Service Level Agreement on the terms and conditions hereinafter contained.

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

### **1. SERVICE DESCRIPTION**

That the Service Provider will provide services as detailed herein below which will be required to be properly implemented by the Service Provider :-

| Ref. No. | Service Name   | Description<br>(Area/qualification of deployed mandays) | Specifications  |
|----------|--|---|---|
| i.       | Operation, Maintenance and Repair Works at The Ashok Hotel | As defined at <b>Annexure 'A'</b>                       | Minimum mandays Per day required:<br>Unskilled – 56 Mandays<br>Semi-Skilled – 23 Mandays<br>Skilled - 54 Mandays<br>Graduate - 06 Mandays |

Note: - The Service Provider will require to provide reliever on weekly off/leave and other permissible holidays.

- The Company reserves the right to revise scope of work under intimation to the Service Provider as per operational requirement. In case of revised scope of work, increase/decrease of above mandays will be affected by the Service Provider and payment will be made proportionately to this effect. A notice shall be given by the Management if impact of such change is more than 10% of the present minimum mandays as enumerated above.

## 2. TERM

The Agreement shall be effective from .....for a period of **Two Years** unless terminated earlier in accordance with the provisions contained in the Service Level Agreement. Thereafter, it may be renewed for a further period of one year at the sole discretion of The Ashok Hotel on the existing terms and conditions as may be agreed upon by The Ashok Hotel and the Service Provider.

## 3. CONSIDERATION

- 3.1. The contract is being awarded purely on temporary basis for a period of two years on the rate of ₹ .....(Rupees ..... only) [all inclusive excluding cost towards EPF/ESI/EDLI/Admn.Charges and **GST** which will be paid/reimbursed on actual as per prevailing rate on production of evidence as per Govt. Rules] from the date of commencement of work **w.e.f.** ..... on the terms as more particularly described in **Annexure B** to this Service Level Agreement. However, the service provider will be required to submit the bill on monthly basis for service rendered during the month. In case of unsatisfactory performance and failure to meet statutory obligations, deduction as decided by the management will be made from the monthly bill of the Service Provider.
- 3.2 In case any statutory increase in the wages of workforce in accordance with the Minimum Wages Notification issued by Government of NCT of Delhi/any other appropriate Govt./Statutory Authority during the period of contract, the increase of rates shall be set-off by The Ashok Hotel by giving proportionate increase in the rates to this effect. However, there will be no escalation in the rates due to any other reason.
- 3.3 The Service charge will be fixed during the entire contract period and extension (if any).

- 3.4 The payment shall be made by The Ashok Hotel to the Service Provider subject to deduction of all applicable taxes under GST. 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 Ashok Hotel.
- 3.5 In case any tax deduction at source is made to the bills/invoices by The Ashok Hotel as per applicable law, The Ashok Hotel shall provide appropriate tax deduction certificates to that effect to the Service Providers.

#### **4. COVENANTS OF SERVICE PROVIDER**

- 4.1. At all times during the term of the Service Level 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 Ashok, New Delhi or his authorized representative. The Service Provider will deploy his workforce strictly as per the qualification and minimum mandays indicated hereinabove under Clause 1.
- 4.2. The Service Provider shall decide the modus operandi as to the engagement of workforce for rendering proper and efficient services to The Ashok Hotel and to conform to its prescribed standard including but not limited to :-
- i. Deployment of required workforce per day(shift-wise).
  - ii. Day to day operation, maintenance and repair works at The Ashok Hotel .
  - iii. Maintenance of landscaping/environment services.
  - iv. To adhere to all safety guidelines issued by the ISO Certification done from time to time.
  - v. To follow and adhere training schedule.
  - vi. The service level requirement would compare with that 5 Star Hotel/Property.
  - vii Always be uniformed and well groomed and punctual.
  - viii Attend the guest complaints or any complaint immediately after receiving message from any department of the Hotel .
  - ix The workforce deployed should be able to understand, comprehend and communicate with the guests and fulfill guest needs.
  - x Maintaining all safety precautions while undertaking/carrying out the assigned jobs.
  - xi The workforce should prevent wastage of supplies/equipment/tools and should not cause any damage to the Hotel property due to improper usage or otherwise.

- xii 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.
- xiii Any other work assigned by The Ashok in addition to above duties.
- 4.3 The workforce deployed by the Service Provider shall be in the sole employment of the Service Provider and shall be solely responsible for their workers' wages, statutory payments etc. Under no circumstances shall The Ashok Hotel 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 Ashok Hotel .
- 4.4. The Service Provider shall furnish to The Ashok Hotel 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.
- 4.5. The Service Provider shall not deploy any workmen at the site of The Ashok Hotel, whose employment is objected to by the Hotel for security or for any other reasons. The Ashok Hotel will have the right to instruct the Service Provider to forthwith replace any employee(s) who may be deemed unsuitable by The Ashok Hotel 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/Service Provider shall be bound to comply with the Ashok Hotel's instructions in this behalf without any delay.
- 4.6. 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, GST 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 The Ashok Hotel 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.

- 4.7. In case the performance of the Service Provider is not found satisfactory by way of shortage of manpower and/or efficiency in service, The Ashok Hotel 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 Ashok Hotel's decision in this regard shall be final and binding upon the Service Provider.
- 4.8. The Service Provider shall provide the uniform to its employees within the time schedule as prescribed in the NIT annually during the term of contract 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, skillful in the trade and should not indulge in any activity harmful to the reputation and image of The Ashok Hotel or its Employees.
- 4.9. 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 Ashok Hotel will not have any connection with the workforce deployed by the Service Provider. In case while rendering services by the workforce of the Service Provider, if his/her name appears on any of the document of The Ashok Hotel/ITDC, it should not be construed as employer-employee relationship between the workforce and The Ashok Hotel/ITDC. 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 Head of Department of The Ashok Hotel before the beginning of each month.
- 4.10. The Service Provider's Workmen will make entry/exit from The Ashok Hotel, New Delhi by the staff entry gate as per directions of Chief Security Officer of The Ashok Hotel, New Delhi. 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.
- 4.11. The staff deployed by Service Provider shall not loiter or use the public area such as lounge, lawns, wash room, cloak room, Guest Lifts etc. except while assigned specific

duty in that area, if any irregularity is found, The Ashok Hotel 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 Ashok Hotel.

- 4.12 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. The Ashok, New Delhi will not have any connection with the manpower deployed by the Service Provider. It is made clear that The Ashok, New Delhi (A UNIT OF ITDC) will have privity of contract 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 The Ashok, New Delhi. The Service Provider shall comply with all the directions, general or special, as may be given by The Ashok Hotel from time to time, which shall be deemed to be part of this Agreement. The Ashok Hotel 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 Ashok Hotel from time to time.
- 4.13 The Service Provider shall, in its sole discretion, engage and provide to The Ashok Hotel such Manpower as it deems fit for the purposes to execute the work under the contract. The Ashok Hotel shall have no right or authority whatsoever to interfere or influence in any manner the selection or engagement of the Manpower. Further, The Ashok, New Delhi 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.
- 4.14 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 The Ashok, New Delhi's high standards and reputation or the business or cause nuisance to the Management of the Hotel or its customers or visitors.
- 4.15 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 Ashok Hotel. The Ashok Hotel 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 Ashok Hotel be liable for any claim(s) whatsoever of any person(s) of the Service Provider.
- 4.16 The Service Provider when called upon by The Ashok Hotel will make himself available or any of his workforce for evidence before the Enquiry Officer appointed by The Ashok Hotel 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.

- 4.17 The Service Provider shall, when called upon by The Ashok Hotel produce any or all of his employees for medical examination by any doctor appointed by The Ashok Hotel 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 any employee, the Service Provider shall do so forthwith.
- 4.18 The Service Provider shall maintain manpower deployment details and Biometric attendance records of the workforce deployed at The Ashok Hotel 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 Biometric Attendance Machine at the premises of The Ashok Hotel in the manner set out by The Ashok Hotel at his own cost.
- 4.19 The Service Provider will ensure that the applicable wages must be disbursed latest by 7<sup>th</sup> of every month through NEFT/or A/c Payee Cheque under un-avoidable circumstances in the presence of authorized representative of the Management. The wages paid/dispensed 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. have to be given in the Wage Bill, every month.
- 4.20 The Service Provider shall indemnify The Ashok Hotel/ITDC from any claim made or damages suffered by The Ashok Hotel/ITDC by reason of any default on the part of Service Provider, or his employees in due observance and performance of the Provisions of law.

## **5. SUBMISSION OF BILL/PAYMENT**

- 5.1 The Service Provider shall submit his certified bill along with biometric attendance duly verified by respective 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 alongwith undertaking as prescribed in the NIT, salary/wages bill with relevant documents of NEFT in token of having disbursed the wages, bills/invoice/challans along with satisfactory performance certificate from concerned HOD for getting the proportionate monthly payment from The Ashok Hotel. 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.
- 5.2 The Ashok Hotel 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 Ashok Hotel within stipulated period for reasons whatsoever,

the Service Provider shall be liable to make the payment of wages to its workers by 7<sup>th</sup> day of the month.

## 6. STANDARDS OF CONDUCT

- 6.1 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.
- 6.2 The terms of this Agreement 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.
- 6.3 The Ashok Hotel 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 the performance of the workforce deployed by the Service Provider to carry out the said job work is not found upto the satisfactory level and in case their manpower indulged in any misconduct, deductions as decided by the General Manager or concerned Head of Department of The Ashok Hotel shall be made from the Service Charge of the contractor's monthly bill subject to minimum deduction of **₹1000/- per incident**. If desired by The Ashok Hotel, suitable replacement will be provided by the Service Provider immediately.
  - ii) If any manpower deployed by the Service Provider is found unpunctual and irregular in their duty as per duty roster of respective departments, proportionate deductions will be made from the service charge of the Service Provider's monthly bill towards short attendance etc. The Service Provider will provide immediately replacement of such manpower, who are habitual absentee.
  - iii) If the Service Provider fails to send prior intimation regarding absence/leave availed by their manpower, **₹ 100/-** per person per incident will be deducted from the service charge of the Service Provider.
  - iv) If the biometric attendance machine installed by the Service Provider remained non-functional for more than 3 days due to any reason whatsoever, penalty of **₹ 500/-** per day will be deducted from the monthly bill of the Service Provider.
  - v) If the uniform and identity cards are not issued by the Service Provider within the prescribed schedule, deduction as recommended by the Concerned Head of Department of The Ashok Hotel will be made from the Service Charge of the Service Provider. If the manpower of the Service Provider are found without Identity Card and proper uniform, **₹ 100/-** per day per person shall be deducted from the monthly bill of the Service Provider.

- (vi) In case of any guest's complaints regarding indecent behaviour 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 Ashok Hotel from the Service Provider, and if required, replace the erring person from the premises of The Ashok Hotel.
- (vii) Immediately upon notice from The Ashok Hotel, the Service Provider shall recall and take appropriate action against the erring person in commensurate with the misconduct committed by the erring person including habitual absenteeism and if required, replace the erring person from the premises of the Service Provider.
- (viii) 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 Ashok Hotel shall recover entire cost of providing replacement for the same. Decision of Management will be final and binding upon the Service Provider.
- (ix) In case the Service Provider fails to carry out the works as per the satisfaction of the General Manager or the concerned Head of Department of The Ashok Hotel, deduction will be made from the service charge of the Service Provider subject to minimum deduction of **₹1000/- per incident**. The Ashok Hotel shall be at its discretion to arrange the alternative Agency and difference of rates/Service charge, if any, shall be deducted from the bills of the Agency.

## 7. PERIOD REVIEW

This Agreement is valid from the **Effective Date** outlined herein above for a period of Two Years 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.

## 8. 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.

## **9. TERMINATION OF CONTRACT**

- 9.1. 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 Ashok Hotel shall have right to cancel or terminate the contract forthwith including forfeiture of security deposit. The opinion of the General Manager of The Ashok Hotel, New Delhi and/or his nominee shall be final binding on the point whether or not any breach has been committed.
- 9.2 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 expiry of contract period, the Service Provider shall be liable to pay liquidated damages equivalent to the amount payable to The Ashok Hotel for the unexpired period. The security deposit of the Agency shall also be forfeited.
- 9.3 If any information and document submitted by the Service Provider is found to be false/incorrect at any time, The Ashok Hotel shall have the absolute right to cancel contract forthwith without any notice and action as deem fit will be taken against the firm/Service Provider including forfeiture of all dues, security deposits and banning/delisting the firm without any intimation.
- 9.4 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 Ashok, New Delhi, 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 Service Provider.
- 9.5 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 The Ashok Management.
- 9.6 The Service Provider shall in no case sub-contract for the aforesaid job work. If the Service Provider does so, the contract shall stand terminated without notice and the Security Deposit shall stands forfeited.

## **10. OBLIGATION & LIABILITIES**

- 10.1 The Service Provider shall deposit immediately an amount of ₹ ----- with The Ashok Hotel as interest free Security Deposit besides deduction of 5% retention money from each running bill. Retention money will be refunded to the Service Provider after three months subject to submissions of documents for statutory compliances i.e. ESI, PF remittances etc. In the event of Service Provider committing any breach of the terms and conditions of the Service Level Agreement, The Ashok Hotel 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.

10.2 On expiry or termination of the contract, The Ashok Hotel 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.

10.3 Obligation of Service Providers to be adhered to :-

- ✓ Obtain Labour License at his cost from the appropriate Licensing Officer.
- ✓ Employment Card as per Rule 76 of Contract Labour (R&A) Act.
- ✓ Appointment Letter to his employee.
- ✓ 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.
- ✓ Maintain all records and Registers required under the Law.
- ✓ Remit Provident Fund contributions in prescribed forms.
- ✓ Obtain insurance cover in respect of his staff at his own cost.
- ✓ Deposit ESI Contribution with appropriate authority.
- ✓ Submit challans & ECR of PF & ESI contributions every month.
- ✓ Provide wage slip each month to his employee.
- ✓ Ensure payment as per Minimum Wages Act 1948(as revised time to time by the appropriate Govt.).
- ✓ Submit PF & ESI Monthly/Half Yearly/ Yearly Returns & Inspection report.
- ✓ Install Biometric Attendance Machine at The Ashok Hotel at his own cost and maintain Attendance in Register and biometric computerized attendance system in respect his manpower deployed in The Ashok Hotel under contract and submit the same as and when required/asked for by The Ashok Hotel.
- ✓ The Wages of workmen of a month are to be paid by the 7th of the following month.
- ✓ Submit duly signed and stamped declaration as per standard proforma enclosed with NIT with monthly bill.

## **11. APPLICABLE LAWS & NOTICES**

11.1 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.

- 11.2 That the powers conferred upon The Ashok Hotel 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 Ashok Hotel 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.
- 11.3 The Ashok Hotel 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.
- 11.4 Any notice to be served on The Ashok Hotel by the Service Provider shall be duly served if delivered under signatures in the office of General Manager, The Ashok, New Delhi or sent by registered post addressed to the General Manager, The Ashok, New Delhi. The period of notice under this Contract will count from the date of issue of notice by either side.
12. All terms & conditions of NIT including LOA and Minutes of Pre-bid Meeting shall also be deemed as part of this Service Level 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 Service Level Agreement.

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 **The Ashok,**  
New Delhi (a Unit of ITDC Ltd)

For & on behalf of  
M/s.

Signature:  
Name :  
Desig. :  
Stamp:

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 Service Provider 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. 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 following months 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 are appearing in the wage sheet for the month .....
4. I further declare and undertake that I have complied with all the statutory obligations and 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.
5. That I declare & undertake that the bill for the month..... submitted by us is based on biometric attendance marked by our employees on our biometric attendance machine installed at The Ashok Hotel for the prescribed duty hours. In case the Principle Employer found any discrepancy in the bill, the Principle Employer is at liberty to deduct the amount from my payable dues.

**THE SERVICE PROVIDER**

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

**(ON NON JUDICIAL STAMP PAPER OF ₹ 100/-)  
PRE-CONTRACT INTEGRITY PACT**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month of \_\_\_\_ 2018 between on one hand, Shri.....General Manager, The Ashok, unit of India Tourism Development Corporation Ltd., 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 expert agency constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department, Govt. of India/PSU performing its function on behalf of The President of India.

NOW THEREFORE:- To avoid all forms of corruption by following a system that is fair, transparent free from any influence/prejudiced dealings prior to, during and subsequent to agency 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 hereto 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, favor or any material or immaterial benefit or any other advantage from the BIDDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will during the pre-contract stage treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYERS will report to the appropriate Govt. office of 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 delayed to the contract process. In such a case while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

**3. COMMITMENTS OF BIDDERS**

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

- 3.1 The BIDDER will not offer directly or through intermediaries any bribe, gift consideration, reward, favour, any material or immaterial benefit, 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 a contract in exchange for any advantage in the

bidding, evaluation, contracting and implementation of the contract.

- 3.2** The BIDDER further undertakes that it has not given, offered, 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 other contract with buyer.
- 3.3** BIDDERS of foreign origin shall disclose the name and address of the Agents/Representatives in India and Indian BIDDERS shall disclose foreign principals.
- 3.4** BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary in connection with this bid/contract.
- 3.5** The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer /integrator/authorized Government sponsored export entity of the 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 official or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payment he has made is commented to or intends to make to officials of the BUYER or their family members agents brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7** The BIDDER will not collude with other parties interested in the contract to impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 3.8** The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
- 3.9** The BIDDER shall not use improperly for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of the business relationship regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12** If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly is a relative of any of the officers of the BUYER or alternatively if any relative of any officers of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.  
The term "Relative" for this purpose would be as defined in Section 6 of the Companies Act, 1956.
- 3.13** The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings of transaction directly or indirectly with any employee of the BUYER.

#### **4. PREVIOUS TRANSGRESSION**

- 4.1** The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country confirming to anti-corruption approach 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 already awarded, can be terminated for such reason.

#### **5. EARNEST MONEY (SECURITY DEPOSIT)**

- 5.1** While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ (to be specified in RPF) as Earnest Money / Security Deposit, with the BUYER through online.

A confirmed guarantee by an Indian Nationalized Bank promising payment of the guaranteed sum to the BUYER or demand within three working days without any demur whatsoever and without

seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

- Any other mode or through any other instrument (to be specified by RFP)
- 5.2** The Earnest Money / Security Deposit shall be valid upto a period of five years or complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER and after completion of warranty period, whichever is later.
- 5.3** In case of 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 by assigning reason for imposing sanction to 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 recurred.
- i.** To immediately call off the pre-contract negotiations after assigning any reason. 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 assign 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 an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of 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 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 due to the BIDDER.
  - vii.** To debar the BIDDER from participating in future bidding processes of the Govt. of India for a minimum period of 5 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) any middlemen 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 seek for the forfeiture 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. FALL CLAUSE**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or sub-systems at a price lower than that offered in the present bid in respect of any other customer, Ministry/Department of the Government of India or PSU and if it is found at any stage that similar products/systems or such systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price then that very price with due allowance for elapsed time would be applicable to the

present case and the difference in the cost would be refunded by the BIDDER to the BUYER if the contract has already been concluded.

## **8. INDEPENDENT MONITORS**

- 8.1** The BUYER appoints independent Monitor for this Pact in consultation with the Central Vigilance Commission (Name and Address of the Monitors to be given).
- 8.2** The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.3** The Monitor is not subject to instructions by the representatives of the parties and performs his functions, neutrally and independently.
- 8.4** Both the parties accepted that the Monitor has the right to access all the documents relating to the project/procurement including minutes of meeting.
- 8.5** As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Authority designated by the Buyer.
- 8.6** The BIDDERS accept 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 sub contractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER with confidentiality.
- 8.7** The BUYER will provide to monitor sufficient information about all the meetings among the parties relating to the project provided such meeting could have an impact on contractual relation between the parties. The parties will offer to the Monitor the option to participate in such a meeting.
- 8.8** The Monitor will submit a written report to designated Authority of Buyer in the Department within 8 to 10 weeks from the date of reference or intimation to him by the buyer/bidder and should the occasion arise, submit proposal for correcting problematic situations.

## **9. FACILITATION OF INVESTIGATION**

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

## **10. LAW AND PLACE OF JURISDICTION**

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

## **11. OTHER LEGAL ACTIONS**

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.

## **12. VALIDITY**

- 12.1** The validity of this Integrity Pact shall be from the date of its signing and valid upto 5 years after complete execution of the contract to the complete satisfaction of both the BUYER and the BIDDER/SELLER and including warranty period. In case the BIDDER is unsuccessful this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2** Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case the parties will strive to come to an agreement to their original intentions.

- 13.** The parties hereby sign this integrity pact at \_\_\_\_\_ on \_\_\_\_\_.

**BUYER**

Name of the Officer  
Designation  
Dept./MINISTRY/PSU

**WITNESS**

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

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

**BIDDER**

"Chief Executive Officer"

**WITNESS**

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

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