

**INDIA TOURISM DEVELOPMENT CORPORATION LTD.  
(Hotel Patliputra Ashok –Patna)**

Ref.No:-HPA/NC-AMC/HMS/2017-18

Date: 22.09.2017

Sealed tenders are invited for the Non-comprehensive Annual Maintenance Contract of HMS Software and Computer Hardware at Hotel Patliputra Ashok" as per the schedule of work given in the tender documents at Hotel Patliputra Ashok Patna-800001.

**The work is estimated to cost of Rs.1, 13,280/- per annum.**

The tender documents containing detailed specifications, Terms & conditions of the NCAMC of HMS Software and Computer Hardware, can be downloaded from the website: [www.tenders.gov.in](http://www.tenders.gov.in) or [www.theashokgroup.com](http://www.theashokgroup.com) or [www.eprocure.gov.in](http://www.eprocure.gov.in) or [www.ashokpatna.com](http://www.ashokpatna.com) OR contact Asst. Manager (E&M), Hotel Patliputra Ashok Patna. The tenderers will have to submit **Earnest Money Deposit (Refundable) of Rs.1699/- (Rs. One Thousand Six hundred Ninety Nine Only)** in the form of Demand Draft in favor of Hotel Patliputra Ashok payable at Patna of any nationalized bank along with the bid, failing which their tender will summarily be rejected.

The last date of receiving the tender is up to 3.00 P.M. on 04.10.2017 in the tender box placed Security Office of The Hotel Patliputra Ashok, Patna & Technical bids will be opened on the same day at 3.30 P.M. in the presence of tenderers present. Financial bids of only those tenderers whose technical bid is qualified will be opened at a later date. Date of opening of financial bid will be intimated to only technically qualified tenderers The Management reserves the right to accept/reject any or all tenders without assigning reasons thereof.

Assistant Manager (E&M)  
Hotel Patliputra Ashok  
Patna-800001

**TENDER NOTICE**  
**HOTEL PATLIPUTRA ASHOK**  
**PATNA -800001**

**Terms conditions:**

1. The firm should have been in existence for not less than 02 years in the same trade and should have an office located at Patna.
2. If Breakdown, immediate not exceeding a delay of 6 hrs from actual time of call (telephonic or written).
3. The validity of the offer should be for a minimum period of 120 days from the date of opening of tender.
4. The technical bids will be scrutinized by the tender award committee/authorities. The date of the opening of the financial bids shall be intimated to the technically qualified tenderer later on.
5. Any dispute arising out of this contract will fall under jurisdiction of the Delhi Courts.
6. The above Contract can be terminated at any time by serving a notice Period of 15 days by the Hotel without assigning any reason without compensation
7. Deduction in the event of unsatisfactory work/service will be 5-25% or as per the decision of the management.
8. Payment terms:-Quarterly Basis after receipt of bill and payment will be made within 30 days.
9. User may make a complaint about the service through letter, fax, email, phone, SMS or any other means as the user thinks fit or convenient to the service centre of vendor. Vendor shall provide contact numbers/ e-mail IDs clearly in the office of every concerned department.
10. On receiving complaint the Vendor shall respond/ repair/ resolve or provide required services within 5 to 6 hrs.
11. The Hotel Patliputra Ashok a unit of (India Tourism Development Corporation Ltd) does not bind themselves to accept the lowest or any quotation to give any reasons for any reasons thereof .Further, the management reserves right to cancel the same without assigning any reason thereof.
12. The firm must have two years previous experience in maintaining services of HMS Software and Computer Hardware systems. (Enclose self attested copies).
13. The AMC will be valid for a period of One year with effect from the date of issue of work order.
14. **Rates quoted shall be Exclusive of applicable taxes like VAT, S. tax, GST etc.**
15. All statutory deductions will be made from the bill as per the law of the land.
16. Payments will be released only after obtaining satisfactory report from the all concerned departments, on presentation of bills every quarter duly certified by Engg-In- Charge.

17. The security deposit @ 2.5% of the total order value has to be deposited by the successful tenderer which will be refunded after one year from the date of the award the order. The EMD deposited by the tenderer can be adjusted in the security deposit and the balance amount has to be deposited within 10 days of issuing the purchase order. No interest will be paid on security deposit. In case the work is not done satisfactorily by the firm during the contract period the required work will be done at the risk & cost of the firm & amount will be deducted from the bills and security deposit of the firm.
18. The Corporation reserves the right to negotiate for reduction in the rates/terms with the lowest tenderer/tenderers & award the work on negotiated rates.
19. There should not be any modification in the prescribed tender documents which are downloaded from website. Conditional tenders or tenders with overwriting, Scratches etc... Are liable to be rejected.
20. All the service work carried out during the AMC period shall be recorded through service report and duly signed by the concerned HOD.
21. The NCAMC should be taken as in wherein condition. The work is non comprehensive and excluding all spares. As the work is carried out in the Hotel Patliputra Ashok, you shall be responsible for the work and conduct of the employee engage by you at the site of work. A qualified technician has to be deputed as and when required by the Hotel and he should interact with M/s. Fourth Dimensions, Chennai for on-line problem rectification and any software problems in any system of office.
22. EMD of Rs.1699/- in the form of DD in favour of Hotel Patliputra Ashok Patna should be paid along with the tender. Alternatively cash can be paid at hotel cash counter and original receipt shall be attached along with the filled tender form. Filled tender without EMD will be summarily rejected. EMD will be refunded to unsuccessful tenders.
23. **GST Registered vendor may only apply & submit their GISTIN number in this regard.**
24. The complete tender form, tenders and conditions can be downloaded from the website [www.tenders.gov.in](http://www.tenders.gov.in) and [www.theashokgroup.com](http://www.theashokgroup.com) or [www.eppure.gov.in](http://www.eppure.gov.in) or [www.ashokpatna.com](http://www.ashokpatna.com) or can contact Asst. Mgr (E&M), Phone no: 0612-2505270-76 EXT 406 between 10 AM to 6 PM.
25. The tender forms will be issued from 22.09.2017 up to 04.10.2017 and during the working hours. You are requested to submit the filled form on before 04.10.2017 up to 1500 hrs and the tenders will be opened on same date at 15.30 hrs. In the presence of the tenders.

26. The following documents should be provided by the bidder. If the documents are not submitted the tender is liable to be rejected.

- a) EMD of Rs.1699/-
- b) Signed Pre Integrity pact.
- c) Self attested PAN copy of Contractor.
- d) Previous Experience with supporting documents.
- e) Last assessment of Income Tax.
- f) GSTIN No.
  1. Sealed envelope: 1 superscribed "Technical Bid" shall contain Complete tender document and documents as required as per registration form and each page duly signed & stamped
  2. Sealed envelope: 2 should contain the only "Price Bid" duly signed & stamped with the price in the manner specified in this NIT. The envelope shall be superscribed as envelope-2 price bid for the work.

27. The following terms used in the foregoing paragraphs shall have the meaning given against each:

- a. Unit/HPA means" Hotel Patliputra Ashok.
- b. Successful tenderer means whom the contract is awarded.
- c. Firm means "Service Provider"

28. Before quoting the rates in case any further details/clarifications are required interested tenders same can be obtained during working hours.

29. Hotel Patliputra Ashok Patna reserves the right to call for clarification of documents predated to the opening of technical bid.

30. Management reserves the right to accept any tender or reject all without assigning any reason thereof

Yours sincerely,

For HOTEL PATLIPUTRA ASHOK

Asst. Mgr-E&M

## **PRE CONTRACT INTEGRITY PACT**

### **General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2017, between on one hand India Tourism Development corporation Ltd, having its registered office at scope complex, 7Lodi road New Delhi -110003.acting through Shri/Smt \_\_\_\_\_ General Manager , Hotel Patliputra Ashok Patna (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his/her successors in office and assigns )of the First part. And M/s. \_\_\_\_\_ represented by Shri ,Chief Executive officer (hereinafter called the "BIDDER/Seller" whih expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a PSU performing its functions on behalf of India Tourism Development Corporation Ltd(Govt.of India UT) .

### **NOW, THEREFORE,**

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

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

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

### **Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage form the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS a like, and will provide toall BIDDERS the same information and will not provide any such information to any

particular BIDDER which could afford an advantage to the particular BIDDER in comparison to other BIDDERS.

- 1.3 All the official of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not stalled.

### **Commitments of BIDDERS**

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

agreed upon for such payments.

- 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 undertake to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term „relative“ for this purpose would be as defined in Section 6 of the Companies Act 1956.

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

#### **4. Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years Immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money (Security Deposit)**

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

(i) Bank Draft or a Pay Order in favour of \_\_\_\_\_.

(ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on 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.

- (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 5.2 The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## 6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
  - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In cases where irrevocable Letters of Credit have been received in respect of any



contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

## **7. Fall Clause**

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

## **8. Independent Monitors**

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

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

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

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

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary

in the Department/ with 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**9. Facilitation of Investigation**

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

**10. Law and Place of Jurisdiction**

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

**11. Other Legal Actions**

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

**12.2** Should one or several 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 cometo an agreement to their original intentions.

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

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

BIDDER  
CHIEF EXECUTIVE OFFICER

Witness

Witness

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

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

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

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

REGISTRATION FORM

**Sub: Non Comprehensive Annual Maintenance Contract Services of  
HMS Software and Computer Hardware at Hotel Patliputra Ashok, Patna**

- 1 Name of the firm: -----  
Address: -----  
Telephone No.: -----
- 2 Name of Bankers -----  
With full Address -----  
And Account Number -----
- 3 Status of the firm  
(Sole proprietorship/ Partnership concern (please state whether  
Registered/unregistered) with supporting documents such as partnership deed  
etc  
-----
- 4 Previous 02 year experience in the same  
Trade with names of the hotels/institutions -----  
Served with supporting documents
- (Please enclose self attested documentary proof)**
- 6 Income Tax Permanent Account No.  
**(Please enclose self attested Copy)** -----
- 7 Last assessment of Income Tax -----  
**(Please enclose self attested Copy)**
- 8. Whether registered under concerned act for which tender is being submitted if  
Registered give registration no. and also  
Enclosed the self attested copy of GSTIN No.** **Yes/No**
- 9 EMD of Rs.1699/- -----  
Mention DD No. & Date.
- 10 Validity of Rates **120 days**

Date:

(Contractors Signature with seal)

**Sub: Non Comprehensive Annual Maintenance Contract Services of HMS  
Software and Computer Hardware at Hotel Patliputra Ashok, Patna  
Schedule of work**

**Price Bid**

SI no	Description of Work	JOB	Rate Monthly Basis (Rs.)	Amount per year (Rs.)
1	1. Server maintenance with Standby Server support with installed OS (Window Server 2012 + SQL + HMS Software). 2. 16 no. of Nodes maintenance with Standby Computer support with installed Software (Win 7/Win 10/MS office and required general software like Acrobat Reader, Winrar etc as required). 3. For Support to Champagne Software for 12 Printers maintenance with Standby printer support and Operational Support like SMS etc. 4. Local Area Networking maintenance. 5. For Support to Champagne Software if any Statutory modification is modified after night audit i.e. from 11.30 pm to 4.30 am in HMS (Champagne) Software. 6. For Support to Champagne Software for Server Installation + Node Installation + Local Area Networking maintenance. 7. 1 PC of 1 KVA online UPS + 16 pc of 625 VA offline UPS support.	<b>01</b>		
			<b>Total Per Year</b>	
			<b>GST @.....</b>	
			<b>Grand total</b>	

Amount in words \_\_\_\_\_ )

**Note: The rates shall be Exclusive of GST and inclusive of duties, freight, installation etc. Nothing shall be paid extra.**

Name of the Tenderer:

Signature

Full Address & Tel. No.:

