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## India Tourism Development Corporation (ITDC)

### MODEL TEMPLATE OF GENERAL CLAUSES FOR ITDC 2026







# **India Tourism Development Corporation (ITDC)**

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**MODEL TEMPLATE OF  
GENERAL CLAUSES FOR ITDC**  
[INDICATIVE FORMAT(S) FOR  
PREPARATION OF TENDER BY DIVISION(S)\*]

**2026**

\*This document is an original work of ITDC, developed exclusively for internal use and capacity-building initiatives.



गजेंद्र सिंह शेखावत  
**Gajendra Singh Shekhawat**



संस्कृति मंत्री एवं पर्यटन मंत्री  
भारत सरकार  
**Minister of Culture and  
Minister of Tourism  
Government of India**



The effective governance of any organization is deeply rooted in its adherence to clear and consistent legal frameworks. In this regard, the release of the **ITDC Template for General Clauses 2026** stands as a crucial achievement that will ensure standardized, transparent, and accountable legal practices throughout the institution.

This manual reflects a thorough understanding of both the legal landscape and organizational needs, offering carefully structured templates that uphold compliance without compromising flexibility. By adopting these templates, the organization will not only mitigate avoidable risks but also enhance operational efficiency, ultimately translating into better services to the clients we serve.

I take this opportunity to commend the tireless efforts of the teams involved in crafting this document. Their commitment to excellence is evident in the rigor and practicality of the manual. I urge ITDC to utilize this manual diligently and to remain engaged in its ongoing refinement. Together we will strengthen the governance framework to meet present and future challenges with confidence and integrity.

**वन्दे मातरम्!**



(Gajendra Singh Shekhawat)

सुरेश गोपी  
**Suresh Gopi**



संस्कृति मंत्री एवं पर्यटन मंत्री  
भारत सरकार  
**Minister of State for Tourism,  
Petroleum and Natural Gas  
Government of India**



In today's dynamic legal and operational environment, the establishment of standardized legal protocols is more essential than ever. The development and launch of the **ITDC Template for General Clauses 2026** is a commendable endeavor that will greatly contribute to reinforcing transparent, consistent, and effective legal administration within the organization.

Such structured legal documentation plays a vital role in not only safeguarding the organization against risks but also in enhancing decision-making processes and accountability. This manual will serve as a valuable guide, providing clear templates that support both compliance and operational needs.

I extend my congratulations to the legal and functional teams who have invested considerable effort and professionalism in this initiative. I am confident that this manual will be embraced across all levels and units, fostering a culture of best practices in legal affairs.

As we move forward, continuous engagement and feedback from all stakeholders will be key to ensuring this resource remains relevant and impactful. Let us collectively pledge to uphold the principles enshrined in this manual, strengthening the organization's foundations and public service mandate.


 A handwritten signature in black ink, which is identified as belonging to Suresh Gopi.

**(Suresh Gopi)**

मुग्धा सिंहा, भा.प्र.से.  
Mugdha Sinha, IAS



प्रबंध निदेशक  
भारत पर्यटन विकास निगम  
Managing Director  
India Tourism Development  
Corporation Ltd.



In today's increasingly complex regulatory and contractual environment, clarity, consistency, and compliance are paramount. Legal documentation is not merely a procedural requirement, it is a critical enabler of transparency, risk mitigation and institutional efficiency.

Therefore, it gives me great pleasure to introduce the **ITDC Template for General Clauses 2026** which is an innovative and important measure towards standardizing legal documentation for all kinds of contractual agreements across the various divisions of ITDC and with diverse stakeholders be it for licensing of spaces in Hotels, for EPC contracts in Engineering or for integration with Online Travel Aggregators (OTA) in Ashok Travels & Tour.

The foundation for any collaborations in the contemporary world rests on how an organization is able to craft its commercial contracts keeping the legalese and various statutes in mind to ensure that in times of exigencies the scaffold of the contracts is not adversarial to the organization & enables risk mitigation. The template has been carefully conceived to reflect the applicable clauses, best practices, and organizational requirements, while retaining the flexibility needed to address context-specific nuances.

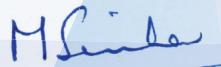
The primary objective of this initiative is to ensure uniform drafting, reduction of avoidable legal risks, improvement in turnaround time, and enhancement in ease of operation protocols in ITDC. By providing well-structured and vetted templates, we aim to empower teams to focus on outcomes and value creation, rather than procedural complexity and delays. This will also enable all our divisions to move with speed and scale focused on commercial operations.

I commend the efforts of our Legal & Commercial teams who have contributed to the development of this template through rigorous brainstorming, and inter-vertical collaboration. I am confident that this template will serve as a reliable ready reckoner for sound contractual and legal practices across all divisions of ITDC. We stand proud of the IP we have conceived and curated which also be useful toolkit for both our existing employees and new inductees.

All divisions and units of ITDC are encouraged to adopt this template and to provide feedback for continuous improvement. ITDC stands committed to strengthen governance, enhance accountability, and uphold the highest standards of professionalism.

We are immensely satisfied to have this launched on the 60th anniversary of ITDC.

With best wishes,



Ms. Mugdha Sinha

## NOTICE INVITING TENDER (NIT)

TENDER FOR

\_\_\_\_\_, ITDC w.e.f \_\_\_\_\_ onwards

Tender No.: ITDC/[Serial No.] \_\_\_\_\_

Last date for submission: [Insert date of closing] at [Time] Hrs.

**ITDC Limited,**  
**CORE-8, SCOPE Complex,**  
**7, Lodhi Road,**  
**New Delhi - 110003, India**

Tel. No. 011-24307623/610

E.mail \_\_\_\_\_

## DISCLAIMER

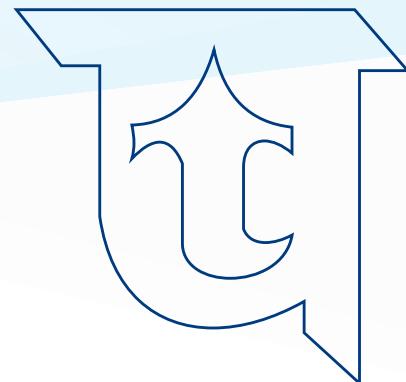
1. This Bid Document broadly outlines brief information with respect to nature of Tender operationally, eligibility requirements and details of the Selection process for the successful bidder. The purpose of the Bid document is to provide bidders with information to assist the formulation of their bid application (the "Bid").
2. The information contained in this Bid Document or subsequently provided to interested parties (the "Bidder(s)), in writing by or on behalf of ITDC is provided to Bidder(s) on the terms and conditions set out in the Bid Documents and any other terms and conditions subject to which such information is provided.
3. This Bid Document does not purport to contain all the information that each Bidder may require. This Bid Document has been prepared with a view to provide the relevant information about the Tender. ITDC advises each Bidder to conduct its own investigations and analysis and satisfy itself of the accuracy, reliability and completeness of the information in this Bid Document and to obtain independent advice from appropriate sources. ITDC, its employees and advisors make no representation or warranty and shall not be liable in any manner whatsoever regarding the accuracy, reliability or completeness of the information provided in this Bid Document.
4. Any character or requirement towards the nature of the Tender which may be deemed to be necessary by the Bidder should be independently established and verified by the Bidder.
5. This Bid Document is not an agreement nor it is an offer or invitation by ITDC to any party.
6. ITDC reserves the right to accept or reject any or all Bids without giving any reasons thereof. ITDC shall not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this Bid Document.
7. Voluntary disclosure the Bidder confirms that all information and documents provided under the NIT or Agreement are disclosed voluntarily, fully, and in good faith, with a clear understanding of the requirements and without any misrepresentation.
8. The bidder has read the terms and conditions and accepts the same to proceed further to submit the bids. The General Terms & Conditions of the Agreement or any special condition of the Agreement, contents of tender document, will collectively form integral part of the Agreement. The bidders are required to sign the complete tender document (each page) with digital signature as a token of acceptance of all the terms & conditions as given in tender document and upload the same on GeM portal.
9. In view of the inadequate response to this e-tender notification, the last date of receipt of e-bids can be extended at the sole discretion of ITDC and prospective bidders are requested to keep themselves informed by visiting the GeM/ CPP portal/ITDC web site regularly for any corrigendum including but not limited to, extension of the due date for receipt of e-bid or change in the tender document, if any.

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## INTRODUCTION

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# 01



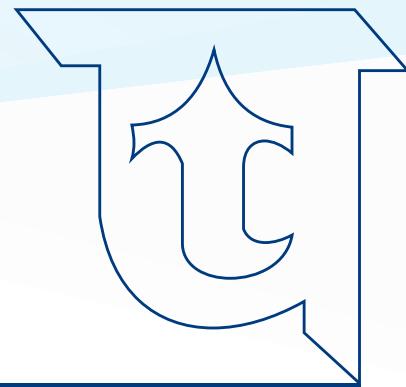
# **India Tourism Development Corporation (ITDC) is a Public Sector Undertaking (PSU) under the Ministry of Tourism, established in 1966.**

1. India Tourism Development Corporation Limited (ITDC) – A government of India Undertaking is a pioneer in the business of hospitality and tourism in India since 1966. The Corporation is running hotels, restaurants at various places for tourists, besides providing transport and tourism facilities. In addition, the Corporation is engaged in production, distribution and sale of tourist publicity literature and providing entertainment and duty-free shopping facilities to the tourists. The Corporation has diversified into new avenues/ innovative services like engineering related consultancy services, etc.
2. At present ITDC under the brand name of “Ashok” is running 04 hotels in India. The “Ashok” Brand is well-known and in operation for over five decades. Its “in house” Travel Agency “Ashok Travels &

“Tours” is involved in Air-ticketing, transport services, tour packages, etc. It has a pan India presence with 06 branch offices in the country, at New Delhi, Mumbai, Bangalore, Chennai, Kolkata and Hyderabad. Ashok Travels & Tours is also authorized by the Ministry of Finance, Govt of India for providing air ticketing and travel related services to all ministries, government companies, PSUs, etc.

3. An information document covering the purpose and nature of the tender can be downloaded from the website [www.itdc.co.in](http://www.itdc.co.in)





## NOTICE INVITING TENDER (NIT)

>>

02



1. India Tourism Development Corporation Ltd., (“ITDC”) invites tenders from all interested bidders for [Insert the Name of Tender].

### 2.a. Schedule of Requirements:

S. No.	Item	Date and Time
1.	Tender Publish Date	[relevant date to be incorporated]
2.	Tender Document Download Start Date and Time	[relevant date to be incorporated]
3.	Pre-bid Meeting Date and Time	[relevant schedule to be incorporated]
4.	Proposal Submission Start Date and Time	[relevant schedule to be incorporated]
5.	Proposal Submission End Date and Time	[relevant schedule to be incorporated]
6.	Technical Proposal Opening Date and Time	[relevant schedule to be incorporated]
7.	Financial Proposal Opening Date and Time	[relevant schedule to be incorporated]
8.	Contact Person	[relevant details to be incorporated]

2. ITDC invites e-Tenders from well established, experienced, reputed and professional bidders specializing in [insert details in light of objective along with period/extension if any, of the tender]
3. The bids should be uploaded on the prescribed two-tier bid system i.e. technical bid & financial bid as per the instructions given in the online portal i.e. <https://gem.gov.in/>
4. Site Inspection: The site inspection report shall be signed by the bidder and ITDC (insert format along with photo).
5. Know your bidder: The bidder shall submit the mandatory information as per the annexed format [Bidder General Information/annexure number]
6. Know your Guarantor (if, applicable) - The bidder shall submit the required information on duly stamped and signed by both bidder and Guarantor along with the Deed of Guarantee as per the annexed formats.
7. Valid Licenses (Insert details of Valid Licenses, as applicable)

### 2.b. Term Sheet

Sr. No.	Description	
a)	Availability of tender document	[Insert Name & nature of tender] website <a href="https://gem.gov.in/">https://gem.gov.in/</a> Copy of the tender is also available on <a href="http://www.itdc.co.in">www.itdc.co.in</a>
b)	Estimated Tender Value	Rs [Insert Amount] /- (in words)
c)	Earnest Money Deposit (EMD)	Bidders are requested to refer relative clause for details and instructions.
d)	Performance security [or Performance Bank Guarantee (PBG) or Security Deposit (SD)]	Bidders are requested to refer relative clause for details and instructions.
e)	Details of the Post Dated Cheques (PDC) (if applicable)	[Insert Relevant details] and refer relative Clause
f)	Contract Period	[Insert years] Year(s), extendable by [Insert no. years] year at the discretion of ITDC.
g)	Eligibility Criteria	Bidders are requested to refer relative clause for details
h)	Bid System	[Insert Relevant details and relative clause]
i)	Method of Selection	[Insert Relevant details and relative clause]
j)	Site Visit	As per requirement of the scope of work.
k)	Pre-Bid Conference & Last date of sending queries	[Insert date and time] Venue: [Insert venue details] Bidders may seek clarifications and address any doubts related to the tender during the pre-bid meeting;

Sr. No.	Description	
l)	Address where Bidders must submit EMD*	[Insert relevant details]
m)	Last date and time of Submission Proposals (Proposal Due Date)	[Insert relevant details]
n)	Date of opening of proposal / Technical bid By Bid opening Committee	[Insert relevant details] Venue: [Insert venue details]
o)	Validity of Bids	[Insert days] days from date of opening the tender
p)	Acknowledgement of LOI (hereinafter referred as "T" )	[Insert days] days from issuance of LOI ("T" days)
q)	Submission of Security Deposit	T + [Insert days] days from issuance of LOI
r)	Signing of Agreement Contract	T +[Insert days] days from issuance of LOI
s)	Actual possession of the licensed premise	[Insert days] days from issuance of occupational letter to the successful bidder.
t)	Payment Terms	[Insert Relevant details and relative clause]
u)	Contact Person	[Insert Relevant details]

All corrigendum regarding the tender shall also be published on the websites <https://etenders.gov.in/eprocure/app>, [www.itdc.co.in](http://www.itdc.co.in) (link Tenders-> E Tender)

The e-tenders will get extended automatically for [Insert Days] days after closing date if the received bids are less than [Insert no.], this extension will happen twice automatically.

## 2.c. Guidelines for NIC E-Tendering Portal

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

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

**For Bidders** - Class 3 DSCs are required from the authorized representative of the bidder.

**System Requirement** - Windows 7 or onward + 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. For RTGS/NEFT, IFSC code and Account Number of the Bank is required where Tender Inviting Authority wants to deposit the EMD.

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"

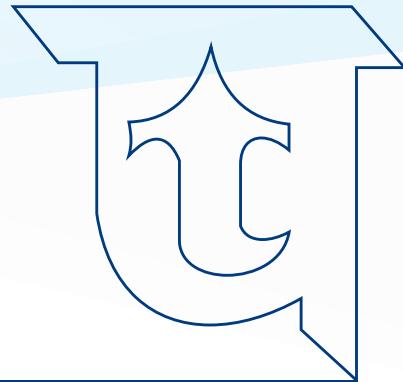
### Special Instructions to the Contractors/ Bidders for the e-submission of the bids online through this e-Procurement Portal

1. Bidder should do Online Enrolment in this Portal using the option "Click Here to Enrol" available in the Home Page. Then the Digital Signature enrolment 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/MtnlTrustline/ 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 financial bid shall be filled and uploaded as per Bill of Quantity (BOQ) - Annexure-IX format file downloaded from the eTender portal only for respective eTender. The BOQ template (Annexure-IX) 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, these may be obtained online through the e-Procurement 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, within the bid submission date and time for the tender.
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 of 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 e-Procurement system will give a successful bid updating 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 will not be 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.

The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).



## DEFINITIONS & INTERPRETATIONS

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03



### 3.a. Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

- i) **“Accounting Year”** means the financial year commencing from 1st April of any calendar year and ending on 31st March of the next Calendar year.
- ii) **“Agreement”** means this Agreement including hereto, and any amendments thereto made in accordance with the provisions of this Tender Document.
- iii) **“Applicable Law”** shall mean all applicable statutes, laws, by-laws (including building by-laws), rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority, statutory authority or other municipal and local authorities or court or other law, rule or regulation approval from the relevant Governmental Authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India, whether in effect on the date of this Agreement or thereafter.
- iv) **“Applicable permits”** means all clearances, permits, authorizations, consents and approvals under or pursuant to Applicable Laws, required to be obtained and maintained by the successful bidder,
- v) **“Brand Name”** shall mean, the trademark registered in, (a) India in accordance with the provisions of the Trade Marks Act, 1999, or (b) any jurisdiction other than India in accordance with the applicable law in such jurisdiction, in each case, under which an entity is operating and managing restaurant(s)/hotel(s)/resort(s).
- vi) **“Breach”** means anything contrary to the terms and conditions of NIT/ Agreement compliment annexures or any subsequent document, if any.
- vii) **“Coercive Practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any Person or property to influence any Person’s participation or action in the Bidding Process or the issuance of the Letter of Award or the execution of the documents.
- viii) **“Commencement date”** means the date of signing of this agreement.
- ix) **“Corrupt Practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any Person connected with the Bidding Process. For avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Licensor who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the Letter of Award or has dealt with matters concerning the Documents or arising therefrom, before or after the execution thereof, at any time prior

in order to implement the tender in accordance with this Agreement.

to the expiry of one (1) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Licensor, shall be deemed to constitute influencing the actions of a Person connected with the Bidding Process.

x) **“Confidential information”** means any information disclosed by ITDC to the Bidder/Successful Bidder, whether directly or indirectly, in writing, orally, or by inspection of tangible objects (including, without limitation, documents, prototypes, samples, media, documentation, discs, and code). Confidential Information shall include, without limitation, materials, trade secrets, network information, configurations, trademarks, brand names, know-how, business and marketing plans, financial and operational information, and all other non-public information, material, or data relating to the current and/or future business and operations of ITDC, as well as any analyses, compilations, studies, summaries, extracts, or other documentation prepared by or derived from such information. Confidential Information may also include information disclosed to the Bidder/Successful Bidder by third parties on behalf of ITDC. The present definition shall be read in conjunction with the confidentiality clause(s) herein under.

xi) **“Debarment” or “Banning” or “Blacklisting”** means an exclusion by ITDC or any entity or Government of India or GNCTD or by any State Government/Central Government/ Departments/Agencies in last [insert years] or/and as on bid submission [to be determined by division in accordance with the government directives].

xii) **“Encumbrance”** means any lien, mortgage, charge, pledge, hypothecation, presumption right or any other right, interest, or claim of any kind asserted or obtained by any person on or against the Licensed Premises or, against the Licensor in relation to the Licensed Premises, whether by contract or otherwise;

xiii) **“Fraudulent Practice”** means a misrepresentation or omission or nondisclosure or suppression of facts or information or disclosure of incomplete or incorrect facts or information, in order to influence in any manner, directly or indirectly, the Bidding Process or the issuance of the Letter of Award or the execution of definitive documents or bears the effect as prescribed subsequently herein under.

xiv) **“Governmental Authority”** means:

- (a) central, state, local, municipal;
- (b) governmental or quasi-governmental authority of any nature;
- (c) individual, entity or body exercising, or entitled to exercise, any executive, legislative, judicial, administrative, regulatory, police, military or taxing power or authority by virtue of Applicable Law.

xv) **“Leave and Licensing policy”** means ITDC internal guidelines and policy; updated from time to time.

xvi) **“Licensed premises”** means the property given and described in schedule of premises herein under.

xvii) **“Parties”** means the parties to this Agreement collectively and “Party” shall mean either of the Parties to the Agreement individually.

- xviii) **“Penalty”** means as described in the tender documents or in agreement.
- xix) **“Site”** means the location which is subject matter of the Tender.
- xx) **“Termination Date”** means the date on which the termination occurs which shall be the date defined in Tender or by the date defined in the termination notice delivered or deemed to have been delivered by a party issuing the same to the other party in accordance with the applicable provisions or clauses.
- xxi) **“Termination Notice”** means a communication in writing by one Party to the other regarding Termination in accordance with the applicable provisions or clauses.
- xxii) **“Restrictive Practice”** means forming a cartel or a group or association or arriving at any understanding or arrangement, whether or not in writing, with the objective of restricting or manipulating or compromising, whether directly or indirectly, in the conduct of a full, fair and transparent competition in the Bidding Process.
- xxiii) **“Undesirable Practice”** means establishing any contact by any means whatsoever, directly or indirectly, with or without the use of any Coercive Practice, with any person or persons connected with or employed or engaged by the successful bidder/ Licensor or ITDC, as the case may be, with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process, the selection or non-selection of a bidder, the issuance of the Letter of Award/ Letter of Intent or the execution

of the Definitive Documents; or violation of any Applicable Law.

### 3.b. Interpretation

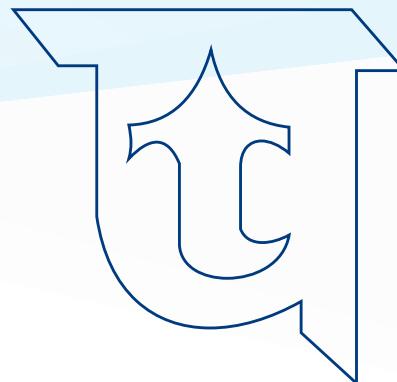
In present tender or agreement or annexures, unless the context otherwise requires:

- a. Any reference in this Tender Document to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision, and to all statutory instruments, orders and regulations for the time being made pursuant to it or deriving validity from it, as may be, from time to time, amended, modified, extended or re-enacted, whether before or after the date of the present tender document.;
- b. The references to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or byelaws which have the force of law in any State or Union Territory forming part of the Union of India;
- c. The headings in the present Tender Document are intended for convenience only and shall not, in any way affect the meaning or construction of any provision therein.
- d. The words “include” and “including” are to be construed without limitation.
- e. Any reference to any period of time shall mean a reference to that according to Indian Standard Time.
- f. The Schedules, LOI/LOA, Bid submitted, Prebid minutes of meeting, RFP to Agreement form an integral part of Agreement and will remain in full force and effect as

though they were expressly set out in the body of Agreement;

- g. Unless otherwise stated, any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates.
- h. References to days, months and years are references to calendar days, calendar months and calendar years respectively.
- i. References in the Tender Document to any consent or approval or permission or satisfaction or confirmation or certificate or agreement by any entity shall in each case mean in written form and signed, whether digitally or physically, by the Authorized Signatory of such person.

## SCOPE OF WORK [INSERT DETAILED REQUIREMENTS OF THE TENDER]



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04



### Suggested for Licence Tender

a. Occupation of Licensed premises: Subject to terms of this NIT/Agreement, ITDC shall handover the occupation of the Licensed Premises and the successful bidder shall accept such occupation no later than [Insert in words -days] days.

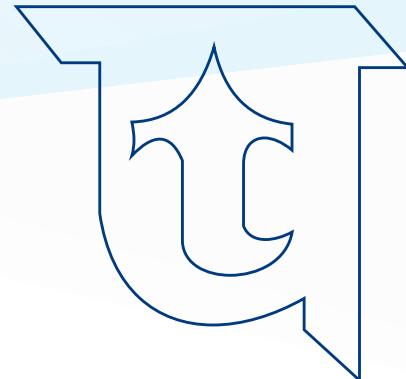
b. Ownership of Licensed Premises and fixtures: The Licensed Premises along with the land on which the Licensed Premises is constructed and any structural additions/ modifications or expansions at the Licensed Premises carried out by the successful bidder complying with the Applicable Laws and the Master Plan pursuant to the written approval by the ITDC shall, at all times be owned by the ITDC and vest with the ITDC, together with all installations of immovable nature including electric sub-stations, the removal of which is likely to cause damage or deterioration in value of the Licensed Premises, and execution of the Agreement and/or any other Document shall in no manner be interpreted to mean

any transfer or alienation of such rights, interest or entitlements in any manner by the ITDC to the successful bidder.

- c. Permitted Use: It is understood and agreed by the successful bidder that, during the Licence Period, the Licensed Premises shall be used and occupied by the successful bidder only for operating, managing and maintaining under a Brand, a 5 star hotel as approved by the ITDC, which is permissible as per Applicable Laws and Master Plan. Any use of the Licensed Premises in violation of Applicable Laws or clause(s) of Agreement shall constitute a breach of the terms and conditions under this NIT/Agreement.
- d. Site and Map (AUTO CAD) as annexed with the present Tender.
- e. Legal entities allowed (i.e Consortium, Joint Venture, Partnership or Proprietorship etc.) along with the document(s) required for them respectively.

Sr. No.	Description	
Legal entity	<ul style="list-style-type: none"> <li>a. The bidder should be a company registered under Indian Companies Act 1956 (New Act 2013) or</li> <li>b. A partnership firm registered under Indian Partnership Act, 1932 or</li> <li>c. Limited Liability Partnership Act 2008 or</li> <li>d. A Proprietorship firm</li> <li>e. Consortium</li> <li>f. Joint Ventures</li> </ul>	<p>Attested Copy of the following:</p> <ul style="list-style-type: none"> <li>• Registration Certificate</li> <li>• Certificate of Incorporation (CoI)</li> <li>• Certificate of Commencement of Business (CCoB)</li> <li>• Memorandum of Association &amp; Articles of Association</li> <li>• Registered Partnership deed must be provided</li> <li>• Notarized self-declaration on non-judicial stamp paper of Rs. 100 for proprietorship firm is required.</li> <li>• For Consortium</li> <li>• For Joint Ventures</li> </ul>





## INSTRUCTION TO BIDDERS

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05



1. The ITDC invites Applications in the prescribed formats from eligible bidders for “[Name of Tender] ” and/or {For

## 2. Legal Entity:

Sr. No.	Description	
Legal entity	<ul style="list-style-type: none"> <li>a. The bidder should be a company registered under Indian Companies Act 1956 (New Act 2013) or</li> <li>b. A partnership firm registered under Indian Partnership Act, 1932 or</li> <li>c. Limited Liability Partnership Act 2008 or</li> <li>d. A Proprietorship firm</li> <li>e. Consortium</li> <li>f. Joint Ventures</li> </ul>	<p>Attested Copy of the following:</p> <ul style="list-style-type: none"> <li>• Registration Certificate</li> <li>• Certificate of Incorporation (CoI)</li> <li>• Certificate of Commencement of Business (CCoB)</li> <li>• Memorandum of Association &amp; Articles of Association</li> <li>• Registered Partnership deed must be provided</li> <li>• Notarized self-declaration on non-judicial stamp paper of Rs. 100 for proprietorship firm is required.</li> <li>• For Consortium/Joint ventures-appropriate document [specify the documents].</li> <li>• For Aggregator – applicable document of proof may be uploaded.</li> </ul>

3. Each Bidder shall upload only one Bid, either individually as sole proprietor or as a partner on behalf of partnership firm or Private Limited Company/ Limited Company, for the job/scope of work as outlined in the NIT. A Bidder who uploads more than one Bid will be disqualified.

## 4. **ITDC reserves the right**, at its sole discretion and without incurring any obligation or liability, to:

- a. Accept or reject any or all bids, suspend and/or cancel the bidding/selection/ allotment process, and amend and/or supplement the process or modify dates or other terms and conditions.
- b. Retain any information and/or evidence submitted by or on behalf of any bidder, independently verify, disqualify, reject, and/or accept any and all bid submissions.
- c. Issue another tender for the same or similar services at any time before or after the award of work.

License Tender: at [insert location] admeasuring X sq ft.) for a period of [insert period of tender].

**5.a. Blacklisting/Debarment/Banning:** Bidder shall undertake that they have not been blacklisted, banned or barred from Business, by ITDC, or any Government Authority in last [insert years] or on date of Tender submission [to be determined by division].

In case, at a subsequent date, before or after the awarding of the tender, that aforesaid information is false, misleading, concealed or concocted, ITDC shall have liberty to and have full rights to cancel the allotment of tender or termination of agreement and forfeit the interest Free Security Deposit after adjusting any dues payable by the successful bidder. The bidder should submit undertaking to this effect in Annexure[insert annexure number] of Tender Document.

## 5.b. No Dues Certificate (NDC)

- (i) The bidder(s) should submit details of current and closed contracts at ITDC and that of disputed and undisputed dues along with details of Security Deposit (SD) and the mode of SD.

- (ii) Party should submit NDC issued from ITDC for a period up to [insert period].
- (iii) Only signed certificate will be valid. Photocopy of the signed certificate to be attested by the bidder(s).

**5.c. Site Visit:** The site visit to the Property/location shall be coordinated by ITDC. The Bidders shall submit their request for a site visit to ITDC on the following email addresses: [mention email address].

- a) The email should clearly bear the following subject line: ***"Site Visit for License premises at [insert location], New Delhi"***
- b) Once ITDC confirms the dates of such site visit, the Bidders may undertake the site visit to the Property at their own expense, cost, liability and risk to ascertain for themselves the site conditions, area, location, facilities, and any other matters considered relevant by them.
- c) This Tender Document does not however give an unconditional or unrestricted right to access the Property/location to the Bidders.
- d) In the event a Bidder undertakes a site visit, then such Bidder shall be liable towards any loss or damage caused to the ITDC property, on account of any act or omission of such Bidder or its employees, authorised representatives, agents, advisors etc.

**5.d. EARNEST MONEY DEPOSIT (EMD):**

- a) Proposal/Bid should necessarily be accompanied by an Earnest Money Deposit for an amount of Rs.[insert amount] (Indian Rupees [in words] only) through Demand Draft/RTGS/NEFT to the bank account as per bank details below:

Bank Holder Name:	[relevant details to be incorporated]
Bank Account No:	[relevant details to be incorporated]
IFSC Code	[relevant details to be incorporated]
Bank Name	[relevant details to be incorporated]
Branch Name:	[relevant details to be incorporated]

- b) **Bank Guarantee:** The bidder can also submit Earnest Money Deposit (EMD) by means of Bank Guarantee from scheduled commercial bank drawn in favor of ITDC [Insert entrusted division] valid for [insert days] days from the bid submission end date. Bank Guarantee shall be in format as prescribed under Annexure [insert annexure number] of the present Tender.
- c) **Demand Draft:** Demand Draft shall be in the favor of "ITDC [insert division name/concerned division]" which shall be valid for the validity period of the bid.
- d) The original of the EMD (detailed herein above) should be submitted by hand to the ITDC as mentioned in the term sheet, within the bid submission date and time prescribed for the tender.
- e) EMD submitted by the Bidder(s) will not bear any interest payable by the ITDC to the bidder(s).
- f) EMD of successful bidder(s) shall be retained by the ITDC till the time Security Deposit is submitted by the successful bidder. EMD of unsuccessful Bidders will be returned after the completion of the tender process.
- g) Upon the selected bidder's furnishing of performance security/guarantee

and signing of agreement/ contractual documents, the ITDC will refund their EMD amount without interest after the completion of tendering process.

**h) Grounds for Forfeiture of EMD:**

EMD shall be forfeited, and bid or Application by bidders shall be cancelled under the following cases:

- i. if any information or document furnished by the bidder turns out to be misleading or untrue in any material respect; or the bidder submits a non-responsive proposal.
- ii. if the successful bidder fails to provide performance bank guarantee, and to execute the Agreement within the stipulated time.
- iii. If proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.
- iv. If the proposal is varied or modified unilaterally by the bidder after opening of proposal during the validity period or any extension thereof.
- v. If the bidder tries to influence the evaluation process.
- vi. In the case of successful bidder, fails within the [insert number of days] days from the issuance of Lol as prescribed under relevant clause:
  1. to accept the Lol; and / or
  2. to sign the Agreement; and / or
  3. to furnish the Performance Security/Security deposit.

**5.e. PERFORMANCE SECURITY**

- a) Performance Security [or Performance Bank Guarantee (PBG) or Security Deposit (SD)] is to be submitted by the successful bidder. Performance security should be for an amount of [insert percentage in number] per cent of the value of the Tender as specified in the bid documents.
- b) Performance security may be furnished in the form of bank guarantee issued/ confirmed from any of the scheduled bank in India, or online payment in an acceptable form. Bank Guarantee should be as per the Annexure [insert relative number].
- c) Draft/Banker's Cheque/RTGS/NEFT to the bank account as per bank details provided below:

Bank Holder Name:	[relevant particular to be incorporated]
Bank Account No:	[relevant particular to be incorporated]
IFSC Code	[relevant particular to be incorporated]
Bank Name	[relevant particular to be incorporated]
Branch Name:	[relevant particular to be incorporated]

- d) Performance Security Deposit is to be furnished within [insert number of days] (in words) days after accepting the letter of Intent (LoI) and it should remain valid for a period of [insert number of days] (in words) days beyond the date of completion of all contractual obligations. The duration of performance guarantee will be extended for the period of extension plus period of [insert period] thereafter. Failure to comply with the requirements specified in this tender

document shall constitute sufficient grounds for the forfeiture of the performance bank guarantee, besides taking other legal recourse available with ITDC.

- e) The Performance guarantee shall be released after satisfactory completion of the Agreement including the extended period, if any, in all respects and provided further that there is no breach of the Agreement on the part of the successful bidder, subject to deductions, if any.
- f) PBG / SD shall be submitted by the successful bidder before signing of agreement. PBG/ SD shall not bear any interest payable by the ITDC to the successful bidder. If the successful bidder fails to submit the performance security bank guarantee in stipulated time, the EMD submitted by the successful bidder will be forfeited by the ITDC, beside taking other legal recourse and his bid will be held void.
- g) In case the successful bidder causes any physical damages to the property of the License premises of ITDC or any other area of ITDC, or has any undue payments outstanding, the ITDC shall have discretionary rights to execute the repair of damages and recover the amount from the successful bidder or adjust from its bills or the equivalent amount from the submitted Performance Security Deposit.

**5.f. POST DATED CHEQUE (PDC):** [for licensing tenders]: The successful bidder shall submit the [Insert no of PDCs] PDC in favour of ITDC - [insert division name] for an amount Rs. [insert amount] and dishonour of the said cheques will attract

applicable penal provision vis-a-vis Negotiable Instrument Act, RBI guidelines.

#### **5.g. LIEN [for licensing tenders]:<sup>1</sup>**

- a) ITDC/Licensor shall have an absolute right of lien over any goods, articles, assets, or materials lying within the premises licensed to the Licensee, in the event of any default or delay in the payment of the License Fee or any other dues payable under this agreement.
- b) In case the Licensee fails to make the payment of the License Fee or any other outstanding dues within the prescribed time despite due notice, ITDC shall have the right to detain, retain, and, after giving a final written notice of [insert number of days] (in words) days, to sell or auction such goods or articles in a manner it deems fit, without any further reference to the successful bidder/Licensee. The proceeds from such sale or auction shall be appropriated first towards the settlement of dues, including but not limited to License Fee, the charges of storing, interest, penalties, loss of business, and any associated costs of the auction.
- c) The Licensee shall have no claim or right to object to such retention or sale, and ITDC shall not be liable for any loss or damage caused as a result of such action.

#### **5.h. GUARANTOR:**

- a) The Guarantor, as nominated by the bidder, shall irrevocably and unconditionally guarantee the due and faithful performance of all obligations, covenants, and conditions stipulated in the Tender Document and the subsequent Agreement executed

<sup>1</sup> Terms of Lien shall be calibrated by the depreciation of the Lien goods on as-is-where-is-basis, depending on the business of entity.

between the (ITDC)/and successful bidder.

b) In the event of any breach, non-compliance, or violation of the terms and conditions of the Tender or the Agreement by the successful bidder, ITDC shall be entitled, at its sole and absolute discretion, after exhausting available channels, i.e Security Deposit, etc stipulated in the NIT/Agreement against the Bidder, shall thereafter invoke the guarantee and hold the Guarantor liable and responsible for any and all losses, damages, penalties, or liabilities incurred or suffered as a consequence of such breach, in accordance with the terms stipulated in the Deed of Guarantee which is annexed as Annexure - [insert annexure number of deed of guarantee].

c) The decision of ITDC with respect to the nature and extent of such breach and the determination of the resultant penalty, damages, or other remedial measures shall be final, conclusive, and binding on the Guarantor. The Guarantor shall be obligated to make full and prompt payment or compensation, as may be determined by ITDC, without any demur, protest, or delay.

d) The obligations of the Guarantor under this Clause shall remain valid and enforceable for the entire duration of the License Agreement and shall survive any termination thereof, to the extent of liabilities.

e) The deed of guarantee shall be submitted by the bidder in a format at annexed herein under [insert annexure no.].

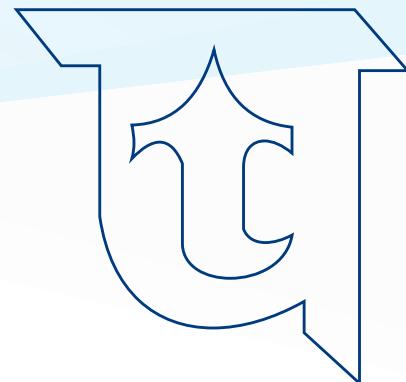
#### **5.i. DEPRECIATION:**

a) The bidder/successful bidder shall take account for the depreciation and amortization of all the assets/equipment and installation related to the Tender in strict accordance with the prevailing norms of Government of India, law of land and policies of ITDC.

#### **5.j. LOCK IN PERIOD [for Licensing Tender]:**

a) The successful bidder shall be subject to carry out the business as per the scope of work/approved purpose of license premise for a minimum [insert period] period from the date of award of license.





## SUBMISSION OF THE BID

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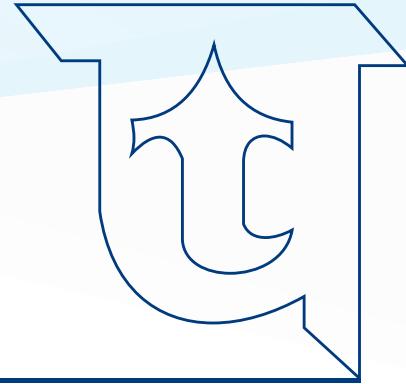
06



1. Bids shall be submitted online at GeM website: <https://gem.gov.in/> or CPP. Bidders are advised to follow the instructions provided in the Instructions to the bidder for the e-submission of the bids online through the GeM portal.
2. Bidder who has downloaded the tender from the official website of GeM "<https://gem.gov.in/>" shall not tamper/modify the tender form including downloaded price bid template in any manner.
3. 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.
4. **Pre-bid Meeting:** To clarify the queries and take suggestions of the bidders, a pre-bid meeting will be scheduled on date, time and location specified in Term Sheet. Participation/ attendance by Bidders in the Pre-bid meeting is not mandatory. Bidder should take into account of the corrigendum published before submitting the bids online.
5. Site inspection:-[Insert the information with respect to site inspection]
6. The Bidders should submit the complete tender documents only after satisfying each and every condition laid down in the tender documents. ***Every document of the technical bid should be signed by the bidder, or its Authorize signatory with seal of the firm /company along with stamped Tender Document.***
7. The bid/proposal and along with supporting documents shall be in English language. In case any supporting documents mentioned in the present documents are presented in any vernacular languages, the same should be submitted along with copy of English translation certified by the bidder's authorized signatory.
8. ITDC reserves the right to verify the claims/ facts/figures made by the bidders and to carry out the capability assessment of the bidders and ITDC may seek additional information, if required. ITDCs decision shall be final and binding in this regard.
9. The Bidders may be required to show the original documents, if the ITDC demands the same at any time during or after the tendering process.
10. The bids shall be submitted online in Two part, viz., technical bid and financial bid.
11. ITDC shall endeavour to respond to queries within a reasonable period of time. However, ITDC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring ITDC to respond to any question or to provide any clarification.
12. ITDC may publish the queries and its responses thereto on the e-auction portal [insert portal details]. ITDC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by ITDC shall be deemed to be part of the Tender Document. Provided however that, any non-written clarifications and information provided by ITDC, its employees or representatives in any manner whatsoever shall not in any way or manner be binding on ITDC.
13. Financial bid is to be submitted as per the financial bid format/ BOQ template provided in GeM portal, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. 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 only allowed to enter the Bidder Name and Values.



**PRE QUALIFICATION & TECHNICAL  
CRITERIAS: [INSERT SPECIFIC  
STANDARD AND REQUIREMENT,  
AS APPLICABLE]**



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07



## 7.a. Pre-Qualification Criteria

The bidder should fulfill the following preconditions and must also upload/ submit documentary evidence in support of the fulfilment of these conditions while submitting the bid.

Sr. No	Pre -Qualification Documents	Documentary Evidence
1.	Tender Documents digitally signed & stamped	Tender document digitally signed and stamped to be uploaded. Along with Company Letter head to certify that there is no deviation from the tender conditions either technical or commercial and I/We am/are agreeing to all the terms and conditions mentioned in the Tender specifications and Tender clauses.
2.	Earnest Money Deposit amount ( EMD) Rs. [insert amount] (Indian Rupees [in words]_only)	a) DD Number b) Deposit Details c) Transaction ID No. d) Date: e) Issued from Bank: f) UTR No.....dated .....
3.	A bidder who has not blacklisted or debarred or banned by ITDC or any entity or Government of India or GNCTD or by any State Government/ Central Government/ Departments/Agencies in last [insert years] or on date of Tender submission [to be determined by division].	Declaration Cum undertaking placed as per <b>Annexure</b> - [insert annexure numbering] on Non-judicial stamp paper of an appropriate value duly notarized by Notary Public.
4.	Copy of PAN No.	Copy of PAN Card
5.	Proof of Registration with Goods and Services Tax (GST) Law	Copy of Registration under Goods and Services Tax (GST) Law (Including Annexure A & B)
6.	Information regarding the Entity's (Company/ Proprietor/Partnership) office address.	Provide information as per Annexure -[insert annexure numbering]
7.	The Bidder should have positive net worth in each of the [insert years] financial years ending [insert years].	Duly certified statement from the firm of Chartered Accountants for the [insert years] years as per Annexure -[insert annexure number]
8.	Audited Balance Sheets, Statement of Profit and Loss and audit report from a firm of Chartered Accountants for the [insert years] financial Years: - [insert years]	Copies of audited balance sheets, statement of Profit and Loss Account and audit report for financial years [insert years] as indicated along with all Notes & Annexures, as applicable.
9.	In case the companies following calendar year as accounting year: - Audited Balance Sheets, Statement of Profit and Loss and audit report from a firm of Chartered Accountants for [insert years] calendar years i.e.: -	Copies of audited balance sheets, statement of Profit and Loss Account and audit report for [insert years] calendar years as indicated along with all Notes & Annexures
10.	Proof of minimum average annual financial turnover amounting to Rs. [insert amount] in the relevant field duly certified from the firm of Chartered Accountants during [insert years] financial years ending 31st March each of following years-	Copy of certificate from Chartered Accountants along with UDIN no. indicating (a) The Average Annual turnover in the relevant field of [insert detail] during [insert period] financial years ending [insert year] as per <b>Annexure</b> [insert annexure number]
11.	The bidder shall submit a power of attorney duly notarized authorizing the Signatory of the bid to sign and execute the Agreement/ contract in case the bid is signed by a person other than proprietor/ partner/ director.	To upload Signed and Notarized Power of Attorney as per the format given in <b>Annexure</b> [insert annexure number] to be uploaded.
12.	The prospective bidder must have at least [insert year] years working experience in the [insert relevant details] field up to [insert years] years.	Memorandum & Articles of Association including Certificate of Incorporation/ Partnership Deed etc. and duly supplemented with copies of work orders/ supporting documents citing experience for each completed year.

Sr. No	Pre -Qualification Documents	Documentary Evidence
13.	The intending bidder should have its office located in [mention location]	Documents to prove the same to be uploaded which may include i.e. copies of Permission/ Permits issued by Statutory/ Municipal Authorities to be uploaded. Municipal Tax/ Property tax receipts and lease deeds/rent agreement etc.
14.	In case registered under MSMEs [If applicable]	Upload the valid registration certificate of MSME along with exemption categories. If not disclosed or uploaded, then no benefit will pass and will be treated as non-MSME.
15.	Minimum No. of technical manpower on regular payroll, with relevant experience- <ul style="list-style-type: none"> <li>• [Insert detail]</li> </ul>	The information as required in <b>Annexure</b> [insert annexure number] to be uploaded.
16.	The bidder should provide information on any history of litigation or arbitration resulting from contracts/ Tender in last five year currently under execution. <ul style="list-style-type: none"> <li>• Year Award for/ or against bidder</li> <li>• Name of Client Litigation &amp; Dispute</li> <li>• Matter Disputed</li> <li>• Amount in Rupees</li> </ul>	The required information is to be provided on a Company/ Letter Partnership/ Proprietorship/ Head Duly Signed and Stamped by the Authorized Signatory. If the information to be furnished in this schedule is not given and subsequently comes to the knowledge of ITDC, the same will result in disqualification of the bidder by forfeiting the EMD or if becomes a successful buyer, then forfeiting of PBG, beside other action including Blacklisting/ Debarment/ Banning, etc. as deemed appropriate by the ITDC. Upload in the format given as per Annexure [Insert number].

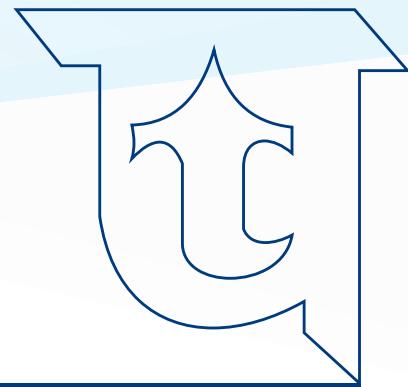
### 7.b. Technical Evaluation Criteria [insert relevant standard]

S. No.	Criteria	Marking Criteria	Supporting Documents to be furnished	Max Marks
1.		•		____ Marks

### 7.c. Financial Bid

- a. The financial bid shall be quoted by the Bidder in Indian Rupees.
- b. All rates shall be quoted in the prescribed format and shall be inclusive of all [insert rate].
- c. The rates quoted will be Bidder and fixed for the duration of agreement period/ extended period. At no point in time, any deviation from the quoted rate shall be entertained by ITDC.
- d. The Financial Bid shall not include any conditions attached to it and if any such condition is found, the financial proposal shall be rejected outright.
- e. Bidder shall fill the entire price bid online.
- f. ITDC will evaluate and compare only those bids that are substantially responsive in accordance with NIT terms
- g. In preparing the Financial Proposal, the prospective Bidders are expected to take into account the requirements and conditions outlined in the tender document.
- h. The Letter of Intent (LOI) will be awarded to the overall [Insert type of award L1 or empanel or etc.] bidder.
- i. ITDC reserves the right, at any time and in its absolute discretion, accept or reject Proposals/Bids, and to suspend, discontinue, modify and/ or terminate the Tender process at any time.
- j. The financial proposal shall be submitted on [GeM portal/ CPP] as the case may only as per the BoQ (xls) template provided.

## EVALUATION<sup>2</sup>



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08



## 8.a. General Norms

1. The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by bidders in the bid and other allied information deemed appropriate by ITDC. Evaluation of bids shall be based only on the criteria/ conditions included in the present Tender Document.
2. Any substantive discrepancy in the bid shall be construed as a violation of the Code of Integrity, and the bid shall be liable to be rejected beside being liable to other punitive actions under the Tender Document for violation of the Code of Conduct.

## 8.b. Evaluation of Bid

### 8.b.1. Preliminary Examination

- i. **Responsive bids:** A substantively responsive bid is complete and conforms to the tender document's essential terms, conditions, and requirements, without substantive deviation, reservation, or omission. Only substantively responsive bids shall be considered for further evaluation.
- ii. **Non-Responsive bids:** Unless otherwise stipulated in the Tender Document, the following are some of the crucial aspects for which a bid shall be rejected as non-responsive:
  - a) The bid is not submitted in the prescribed format or depart from the essential requirements as per the stipulations in the Tender Document/corrigendum, if any.

- b) The Bidder is not eligible to participate in the bid as per laid down eligibility criteria.
- c) The bidder has quoted conditional bids or more than one bid or alternative bids
- d) The bid departs from the essential requirements stipulated in the bidding document.
- iii. The ITDC reserves the right to reject any or all proposals that are non-responsive without bearing any obligations against any/such bidder.
- iv. In case, it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the bidder / successful bidder or such bidder has made material misrepresentation or has given any materially incorrect or, concealment of facts, indulge in fraudulent practice, breached of integrity pact and false information in such eventuality an appropriate legal/ penal etc., action shall be taken by ITDC including but not limited to forfeiture of EMD, Security Deposit, black listing/Banning/ Debarment etc., as deemed fit by ITDC.
- v. Notwithstanding anything contained in this Tender, ITDC reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all bids/ Proposals or to keep in abeyance,

at any time without bearing any liability or any obligation for such rejection or annulment or abeyance.

#### **8.b.2. Pre-qualification Scrutiny**

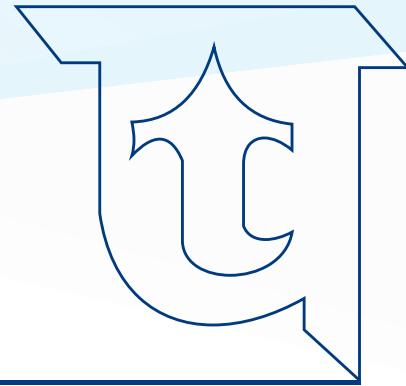
ITDC will prepare a list of all the responsive Bidders, who comply with all the pre-qualification criteria of the Tender mentioned in clause [Numbering may be suitably placed before finalization, depending upon the tender terms and conditions] and clause [same as earlier] hereinafter, the bids that do not qualify on the pre-qualification criteria will be rejected. All other pre-qualified bids will then be considered for further evaluation by the evaluation committee according to the evaluation process defined in present Tender document.

#### **8.b.3. Technical Evaluation**

- a. The Technical Proposal of Bidders will be evaluated for compliance with the eligibility criteria as defined in clause [insert the details of technical evaluation] in technical evaluation shall be identified as Technically Qualified Bidders and would be considered further for Financial Proposal evaluation.
- b. Marks will be awarded at technical evaluation stage including presentation before Evaluation Committee of ITDC in order to arrive at total marks at technical stage. The schedule of presentations will be intimated separately.
- c. The marks obtained in the Technical Evaluation will not be carried forward and the

selection of bidder will be based on criteria stipulated in the bidding document, and overall [insert evaluation criteria] from technically qualified bidders.

## AWARD OF WORK AND SIGNING OF AGREEMENT



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09



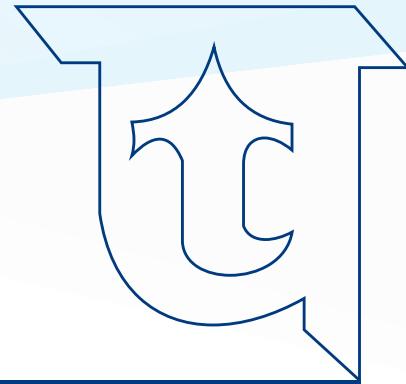
The ITDC shall notify the successful bidder through a Letter of Intent (LoI) as per information provided in Know your bidder (KYB), besides informing through email, any other social media platform. The same should be acknowledged and accepted by the successful bidder within [refer term sheet] working days from the date of issue of the Letter of Intent (LoI).

- a. The successful bidder shall deposit the Performance Bank Guarantee / Security Deposit and execute the Agreement in the prescribed format given by the ITDC on non-judicial stamp of appropriate value

within [refer term sheet] of issuing of letter of intent. The said Agreement duly signed and stamped on each page by the successful bidder should be submitted in originals to ITDC within [insert days] days from the date of acceptance of LoI.

- b. Failure of the successful bidder to acknowledge acceptance, to execute the agreement and submit Performance Security Deposit within specified period shall constitute sufficient grounds for the annulment of the LoI issued and forfeiture of the EMD.





## PAYMENT TERMS

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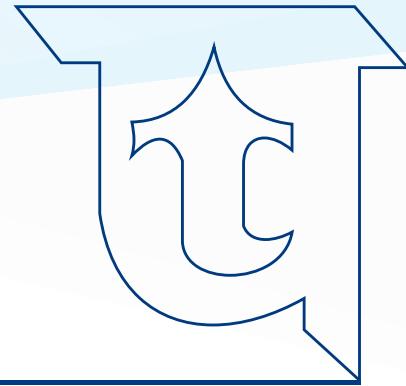
# 10



- a. No advance payment shall be made by ITDC.
- b. License fee of [Insert amount per month] shall be made by the successful bidder on and before [insert stipulated day] of the month to ITDC.
- c. The statutory obligations like ESI/EPF shall be paid by the successful bidder (wherever applicable). Successful bidder shall submit respective challans along with their bills for reimbursement.
- d. The successful bidder shall be solely responsible for complying with the provisions of Employee Provident Fund Organization and Employee State Insurance Acts etc., (in force and as amended from time to time) relating to manpower engaged to this contract. In the event of any liability on ITDC due to failure by successful bidder to comply the said Acts, the successful bidder shall indemnify and reimburse the amount payable to ITDC on this account. However, it must be clearly understood that the successful bidder will comply with all statutory obligations in force and as amended from time to time and ITDC will not be held responsible in any manner whatsoever for any non-compliance of any statutory obligations attribute to successful bidder. In case of any litigation/claim arising therefrom will solely will be contested by successful bidder at its own risk & peril and ITDC will not be held responsible for any outcome.
- e. As per the law of land, statutory deduction including TDS (Income Tax) etc. (as applicable) shall be made from the successful bidder's bill.



## EXTENSION OF TERM PERIOD [IF APPLICABLE]



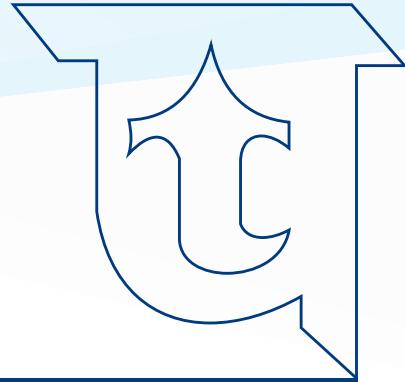
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1. The Agreement can be extended for a [insert period] period on same terms and conditions at the request of successful bidder, at the option of ITDC. ITDC reserved the right to accept or reject such extension without assigning any reason thereof.
2. Thereafter, extension of [insert period] [year] which shall be half of the initial tender/Agreement period or half of the amount/Tender Value whichever is less, subject to satisfactory adherence to terms and conditions by the Successful bidder, at the option of ITDC.
3. Any period of extension beyond the aforesaid shall be subject to approval of board of ITDC.
4. The successful bidder shall accept all the clauses of NIT, failing which their bid is liable to be rejected.
5. The treatment of GST will be governed with respect to the State and/or Center law, as applicable and updated from time to time.





## VALIDITY OF BIDS

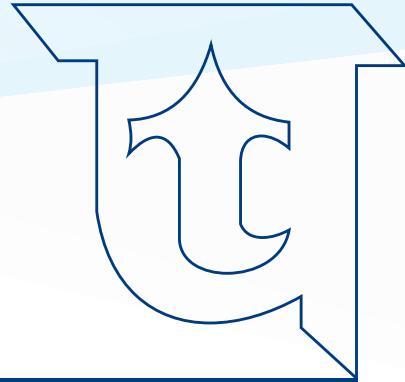
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12



- a. The bids shall remain valid for a period of bid validity as mentioned in the Term Sheet section above.
- b. ITDC may solicit the Bidders' consent to an extension of bids validity (but without the modification in bids). A bidder may refuse the request, and such refusal shall be treated as withdrawal of Bid and in such circumstances EMD shall not be forfeited.
- c. The Bidders that agree to an extension of the validity period of their bids shall also extend the validity period of the EMD (submitted in form of Bank Guarantee) or provide new EMD to cover the extended validity period of their bids. A bidder who does not extend the validity of EMD or fails to submit new EMD is considered to have declined the request to extend the validity period of their Bid.





## OBLIGATION AND LIABILITIES OF THE PARTIES

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13



### 13.a. SUCCESSFUL BIDDER'S OBLIGATIONS & LIABILITY

- a) The successful bidder cannot use the licensed premises, for purposes other than as specified in this NIT/Agreement.
- b) The successful bidder will not distribute, sell or sub-License, sub-let, or create any third-party interest.
- c) The successful bidder, in connection with carrying on its business will only appoint persons having good character, well-behaved, skillfull in the business after necessary character verification from local police authorities or any other document, if required, shall be promptly provided to ITDC.
- d) The successful bidder shall maintain and furnish to the ITDC, a list of his/ their employees indicating names, parentage, age, residential address and permanent address, specimen signature along with two photographs for each of them.
- e) The ITDC shall be at liberty to instruct successful bidder to forbid the employment of any of successful bidder's employee whom ITDC may consider as undesirable character. The persons employed by the successful bidder shall be subject to general discipline of the ITDC and confirm to such directions as may be issued in respect of routes of entry and departure to and from the Hotel premises/site/venue, etc.
- f) It is also agreed by the successful bidder that the persons engaged by him shall not loiter in any restricted spaces or use the public areas such as Lounge, Lawn, Swimming Pool, Wash

Room, Cloak Rooms, etc. which are exclusively meant for guests or found intoxicated and if any irregularity is found, the ITDC will bring it to the notice of the successful bidder for proper action in the matter. In case no action is taken by the successful bidder, the ITDC will have sole right to terminate the Agreement. If successful bidder desires to access any other office/part of Hotel/venue/site other than the permissible area/premise, the successful bidder shall seek prior approval from the competent authority.

- g) The successful bidder shall keep its employees well-dressed in a uniform as may be prescribed by the ITDC for easy identification and check.
- h) In case the ITDC finds any of the staff/employee of the successful bidder not dressed properly as per the uniform prescribed or the same is not in order for reasons of cleanliness etc; the ITDC shall be at liberty to turn out such staff/employee or accordingly instruct successful bidder to suitable replacement and prohibit his entry in the Hotel/site/venue.
- i) The successful bidder or members of his staff or his representatives shall not visit any guests of the Hotel in his room or come near the main entrance, lobby and other public areas of the Hotel. They will keep themselves strictly confined to the permissible premises as per the schedule. Successful bidder will not engage in giving gift/solicit/propitiate/loans/favours to ITDC's employee/staff/personnel and uphold the essence of the integrity pact, which if found otherwise the agreement will be terminated forthwith

- j) The successful bidder, the members of its staff or representatives shall not do any act, which may be derogatory to or inconsistent with the standards/ Hotel's high standards and reputation as a modern luxury hotel or its business or cause nuisance to the management of the ITDC or its customers or visitors. On reporting such an instance by ITDC, if any, the successful bidder shall discharge from service any employee who is charged with such misconduct or found acting in contravention of general rules of the ITDC.
- k) The successful bidder when called upon by the ITDC, make available himself or any of its employee for evidence before the Inquiry Officer appointed by the ITDC or Competent Court in connection with the disciplinary proceedings against any of its successful bidder's employee/staff/personnel.
- l) The successful bidder shall, when called upon by ITDC submit all or any of their employees for medical examination by any Doctor appointed by the ITDC to check if any of them have any disease contagious or dangerous to human life and health and if in the opinion of the ITDC it shall appear necessary to withdraw any employee from the premises/site/location, the successful bidder shall do so forthwith, and in the event of the successful bidder's failure to do so, the ITDC shall be at liberty to refuse admission to such an employee to the premises of the Hotel.
- m) The employee of the successful bidder shall not seek regularization in the services of the ITDC / licensor at any point of time. The ITDC shall not in any way be liable for any claims arising out of the relationship of master and servant between the successful bidder and its employees. If the successful bidder employs or engages any person or persons, he/they shall be the personnel of the successful bidder, in all respects and all responsibilities under any Act or other laws and labour laws shall be of the successful bidder alone and the ITDC shall not be liable for any claim on the successful bidder on account of Workmen Compensation or otherwise and ITDC shall be indemnified by successful bidder on occurring any kind of such eventuality/liability.
- n) The successful bidder shall not result in any structural damage/changes to the Premises and the successful bidder shall not break or demolish any part of the Premises, unless otherwise specifically permitted by the ITDC in writing; Temporary spaces will not be deemed to be permanent and the successful bidder shall strictly adhere to the master plan of the premise as stipulated and outlined in AutoCAD placed as Annexure [insert annexure number]. In as much, works/changes carried out at the premises by the previous licensee shall not be deemed to be forming part of the premise and successful bidder shall not raise any claims/objection against such changes, as it is presumed that the successful bidder has carried out the prior required due diligence and inspection of the licensed premises at its end.
- o) The successful bidder shall comply with all Applicable Laws and the Master Plan and shall obtain and maintain all Applicable Permits from

relevant Government Authority as are required to carry out the work detailed hereinunder the present NIT/ Scope of work/Agreement.

- p) The successful bidder shall be strictly bound by the terms and condition of NIT and no deviation will be permitted without the approval of Competent Authority.
- q) The successful bidder shall not cause any nuisance, disturbance or inconvenience to any person/ occupant/licensee within the neighbourhood and if found otherwise, suitable action as deemed fit by ITDC will be taken against successful bidder.

### **13.b. ITDC'S - RIGHT & OBLIGATIONS:**

Subject to compliance by the successful bidder with the terms of this Agreement and other Definitive Documents, the ITDC covenants to the successful bidder are as follows:

- a. For License Tender: The ITDC shall execute the **Occupation Letter** and handover occupation of the Licensed Premises on "As Is Where Is Basis", free from all Encumbrances, to the Licensee within [insert days] Business Days of issuance of date of occupational letter and the Licensee shall accept occupation of the Licensed Premises from such date, failing with it is deemed to be occupied;
- b. For License Tender: The ITDC shall at all times, be deemed to be in complete control and exclusive possession of the Premises/licensed-premise, and the ITDC, its employee or Representatives shall, throughout the Period, have the right:
  - 1. To enter upon the said Premises at any time in the case of an emergency;
  - 2. By giving a prior notice of twenty-four (24) hours, and at the cost of the Licensee, to enter upon and inspect, (i) the Licensed Premises; (ii) the Services provided at the Licensed Premises; (iii) the Fixtures installed at the Licensed Premises; and (iv) the offices of the Licensee at the Licensed Premises;
  - 3. To inspect and seek copies of: (i) all Applicable Permits obtained by the Licensee in relation to: (a) the operation and management of the Licensed Premises; (b) ensuring compliance by the Licensee of all Applicable Laws; (ii) the books of accounts, files, voucher books, documents maintained by the Licensee in relation to the Licensed Premises; and (iii) such other information and documents as may be deemed necessary or relevant by the Lessor or ITDC, as the case may be.
  - c. The ITDC shall be solely responsible for and shall bear and discharge all Taxes, unpaid utility bills and all other charges or liabilities of any nature whatsoever for or in relation to the Licensed Premises that pertain to the period; prior to the Effective Date, i.e date of taking the possession of the licensed premise.
  - d. After the Effective Date, the ITDC shall provide reasonable cooperation, if required, to the successful bidder in obtaining Applicable Permits that may be required.
  - e. The ITDC shall have all right to withdraw facilities/amenities as attached to the said premise, in an event, licensee/successful bidder fails to vacate the said premise being an

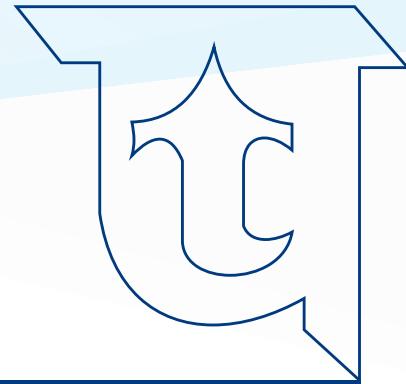
"unauthorized occupant" and will be governed as per the Licensing Policy/law of land.

f. The ITDC's employee/staff shall also make endeavours to ensure the compliance of present NIT/agreement, any deviation from the terms and conditions will be subject to action by the Competent Authority, as considered appropriate.

### **13.c. CONFLICT OF INTEREST:**

- i. The successful bidder shall disclose to ITDC, in writing, all actual and potential conflicts of interest that exist, arise or may arise in the light of agreement, as soon as practical after successful bidder becomes aware of that conflict.
- ii. The successful bidder will also disclose list of its clients, who may have a financial interest or conflict of interest with ITDC and assures not to render any advice to any of its clients, whether specified in the list or not in
- any matter which pertains to ITDC, directly or indirectly.
- iii. In case there is any other conflict of interest then the bidder may withdraw from the work allotted with prior approval of ITDC.
- iv. ITDC reserves the right to summarily reject the any or all the bids of applicant bidders at any stage before award of work or to terminate the services of a successful bidder as per the terms enumerated in the NIT/Agreement or in the case of conflict of interest including perceived/anticipated conflict of interest. The decision of ITDC shall be final and binding upon all the bidders. No query in this regard shall be entertained by ITDC.
- v. The successful bidder shall not engage or work directly with the clients/customers of ITDC during the period of the agreement and any extension thereof.

## TAX AND DUTIES



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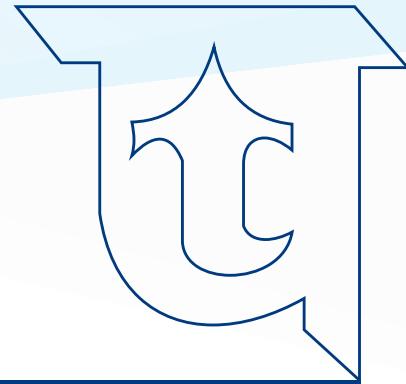
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- a. The Successful Bidder and/or its authorized representative shall be liable to pay timely such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India including GST, Excise, etc.



## PENALTY



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# 15



In the event of the successful bidder or Licensee's failure to perform the duties and functions stipulated in the NIT/Agreement/any subsequent agreement, if any, within the specified time, successful bidder or licensee may, without prejudice to its any other rights, impose the penalties tabulated below:

**15.a. Minor Penalty:**

Act/Omission/Event	Minor Penalty
Taxes	Penalty decided by the statutory authority along with the interest computed by the Competent Authority.
Utility Bills (i.e Electricity, water, etc.)	Actual outstanding of the bills along with the interest computed by the Competent Authority.
Comprehensive Insurance Policy	Bills will not be cleared by ITDC or licensee will be charged amount of 2% over and above of licensee fee payable to ITDC per month till obtaining the policy.
Any other Act which Competent Authority consider appropriate.	As deemed suitable by the Competent Authority.

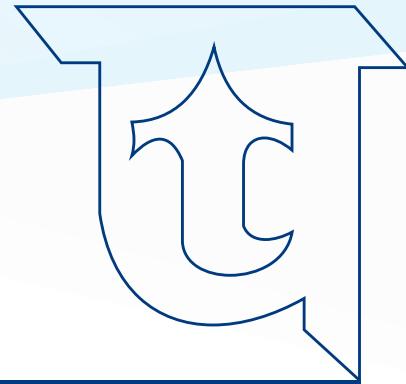
**13.b. Major Penalty:**

Act/Omission/Event	Minor Penalty
Damage to the good will/reputation	As deemed appropriate by the Competent Authority.
Non -payment of Licensee Fee payable to ITDC for the 1st instance [Applicable for License Tenders]	Rs.1000/- per day or 1% of License Fee whichever is higher, along with 18% of simple interest.
Non -payment of Licensee Fee for the 2nd consecutive Month [Applicable for License Tenders]	Encashment of PDC as deemed appropriate by Management/competent authority. In an event of dishonor of the cheque, the same shall be made good within 15 days from the date of dishonor,
Non -payment of Licensee Fee for the 3rd consecutive Month [Applicable for License Tenders]	Immediate termination of the License followed by forfeiture of security deposit.
Breach of terms and conditions of NIT/Agreement	As deemed appropriate by the Competent Authority.
Damage to property	To the extent of the damages and cost incurred for restoration and applicable Act.
Act of omission or commission including found intoxicated, causing accident or fire etc.	As deemed appropriate by the Competent Authority including forfeiture of security deposit, damages for restoring the same etc.

Note: If the number of penalties under various heads or single head, occurs more than [insert number] times in a [insert period] period, the ITDC may take suitable action, as deemed appropriate by the Competent Authority.



## TERMINATION & EFFECTS OF TERMINATION



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# 16



### 16.a. Termination

- a. It is agreed and understood that either party reserves the right to terminate of this Agreement at any time by either party giving to the other [insert days] days' notice in writing on that behalf.
- b. ITDC reserves the right to terminate the Agreement with the Successful bidder in the event of change in procedures / laws/ eventuality on its own or of the Government guidelines/ policy. The decision of ITDC shall be final & binding upon the Successful bidder.
- c. ITDC may terminate the Agreement in case of the occurrence of any of the events including but not limited to:
  - i. If the Successful Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension, within [insert days] days of receipt of such notice of suspension or within such further period as ITDC may subsequently approve in writing.
  - ii. If the Successful Bidder becomes or if the Successful Bidder consists of more than one entity and any of its members becomes insolvent/ NCLT or goes into liquidation or receivership whether compulsory or voluntary.
  - iii. If the Successful Bidder, in the judgment of the ITDC has engaged in corrupt or fraudulent /corrupt /concealment practices in competing for or in executing the present Agreement.
  - iv. If the Successful Bidder submits to ITDC a false statement which

has a material effect on the rights, obligations or interests of ITDC.

- v. If the Successful Bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to ITDC.
- vi. If ITDC, in its sole discretion and for any reasons whatsoever, decides to terminate Agreement, on such an occurrence, the ITDC shall give a written notice of termination to the Successful Bidders.
- vii. In case, any financial loss or exposure occurs due to cheque bounce by the licensee or successful bidder, then the same shall be make good of the said loss within 15 days from the date of dishonouring, failing to which the appropriate action will be taken which may include termination of License.
- d. If the Successful bidder fails to abide by the terms and conditions of this document or fails to complete the work as defined under the Scope of Work or at any time repudiates the Agreement, ITDC reserves the right to:
  - i. Forfeit the EMD (before signing of the Agreement)
  - ii. Forfeit the performance security / Invoke Performance bank Guarantee.

### 16.b. Effects of Termination

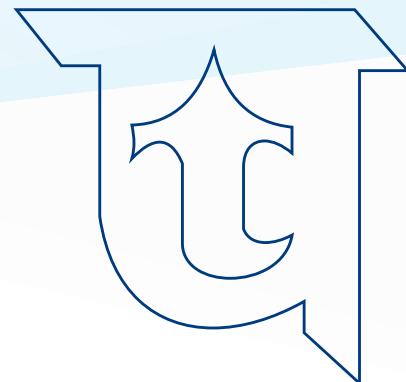
- a. That upon termination of this Agreement by notice of either Party to the other, the Successful bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to close the operation/business

in a prompt or as per directions of the Notice in an orderly manner and shall make every reasonable effort to safeguard the interests of ITDC.

- b. That immediately upon termination or expiration of the Agreement or upon written request of the ITDC, the successful bidder must return all confidential information, all documents or tangible/intangible media containing any such confidential information, and any/all copies or extracts thereof in hard disk within [insert days] calendar days, and permanently erase any backups/ copies etc. of such material in intangible form under intimation/ confirmation in writing to ITDC.
- c. In the event that ITDC terminates the Agreement pursuant to failure

on the part of the successful bidder to comply with the conditions as contained in tender or agreement and depending on the event of default, the Performance Guarantee furnished by successful bidder may be forfeited.

- d. Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule set out in clause [insert clause number] of this Agreement.
- e. In case of blacklisting, debarment or banning, prior termination on the account of successful bidder, the same shall not be entitled to participate in any tendering process of ITDC for [insert years] years from such debarment, banning and blacklisting, etc.



## CONTRACTUAL TERMS AND CONDITIONS

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17



### 17.a. CHANGE OF CONTROL

- a. The Successful Bidder shall notify ITDC of any material change in their organizational status failing which security will forfeit and agreement will be terminated. Pursuant to termination, the effects of termination as set out in "Termination clause" herein and in the given Agreement, shall follow.
- b. The obligation of the Successful bidder under this Agreement shall not cease even if the ownership changes. The successor or transferee of the successful bidder shall have the obligation to perform the given NIT/ Scope of work/Agreement.
- c. For the avoidance of doubt, it is expressly clarified that the internal reorganization of the Successful Bidder shall not be deemed an event of a change of control for purposes of this Clause, unless the surviving entity is of less net worth than the predecessor entity.

### 17.b. FORCE MAJEURE

If at any time during the existence of this agreement, neither party i.e successful bidder or ITDC shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but not limited to (i) Natural disasters including fire, flood, explosion; , (ii) Govt Action like public disorder, riots, embargoes, acts of military authority, civil commotion, war, enemy actions, insurrections, security reasons; (iii) epidemics, (iv) acts of God; provided that the reason for such delay or non-performance is furnished in writing within reasonable time by either party i.e successful bidder or ITDC.

If a Force Majeure arises, the successful bidder shall immediately notify ITDC in writing of such condition and the cause thereof along with the government documentary proof of the same. Unless otherwise directed by ITDC, the successful bidder shall continue to perform its obligations under this agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The successful bidder may be excused from performance of its obligations in whole or part, as per the discretion of ITDC, as long as such causes, circumstances or events shall continue to prevent or delay such performance.

Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the agreement.

### 17.c. INDEMNIFICATION

The successful bidder undertakes to fully indemnify and at all times keep ITDC fully indemnified and harmless against any actions, sanctions, claims, losses, demands, expenses or costs whatsoever that ITDC may incur and / or suffer on account of any default on the part of the successful bidder in the discharge of its obligation under this agreement, including but not limited to the claims, if any, third party brings a lawsuit or proceeding against ITDC, then successful bidder shall hold ITDC harmless against any loss, damage, expense or cost, including reasonable advocates fees, arising from the claim or under any other circumstances. The provisions of the aforementioned indemnity clause shall survive the termination of this agreement.

### 17.d. INSURANCE AND WAIVER OF LIABILITY

- a. The Successful bidder shall bear the cost, throughout the term of the given Agreement, for a comprehensive

general liability insurance covering injury to or death of any person(s)/official while working for ITDC, including death or injury caused by the act or omission of negligence of the Successful bidder or the Successful bidder's failure to perform its obligations under the agreement. Upon the request of ITDC, the Successful bidder shall submit suitable evidence that the foregoing policy or policies are in effect, to ITDC. In the event of the default i.e. avoiding the insurance cover, the Successful bidder agrees and undertakes to indemnify and hold the ITDC harmless against any and all liabilities.

- b. The successful bidder shall be sole and absolutely responsible to obtain comprehensive Insurance coverage for men/workforce/its employee and material so that in case of any untoward including but not limited to the incident of fire, storm etc. during the course of the events including [insert eventuality foreseeable as per the nature of Tender] successful Bidder should be fully equipped and ready to deal these kinds of situations for compensation/ claim, if any, for which ITDC will not be responsible for the same.

#### 17.e. FAIRNESS AND GOOD FAITH

The Parties undertake to act in good faith with respect to each other rights under this given agreement and to adopt all reasonable measures to ensure the realization of the objectives of this NIT/ Agreement.

#### 17.f. EXIT MANAGEMENT

1. The selected bidder at the end of the agreement or on termination of the agreement before the agreement period for any reason shall successfully carry out the exit

management and transition of the present work to ITDC or to the bidder identified by ITDC to the satisfaction of ITDC. Such bidder shall undertake to complete the following as part of the exit management and transition [insert the exit formalities as per the scope of work]:

2. Complete updating of all project documents and other artefacts and handover the same before transition.
3. Shall hand over the licensed premise as was handed over at the time of inception besides maintaining cleanliness hygiene.
4. In case of liquor, the same shall be emptied out.
5. Security badges/ identity cards, Keys, etc to be returned to the Licenser.
6. Undertake to design standard operating procedures to manage content, document the same and train identified personnel by ITDC on the same.
7. The exit management and transition will be considered complete based on approval from ITDC subject to the satisfaction of GM-Hotel.

#### 17.g. INTEGRITY PACT

- a. The prospective bidders are required to upload the duly filled, stamped and signed Integrity pact as per the format given in **Annexure - [insert annexure number]** along with their Technical Bid on plain paper.
- b. The details of Independent External Monitors (IEMs) appointed by ITDC is given below-

(a) [Insert the details of IEMs]	(b) ...
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#### 17.h. DISPUTE RESOLUTION CLAUSE [For tenders other than of Government entities]:

- a. In the event of any dispute and or difference arising between the parties

out of or in connection with this agreement, the Parties shall make an endeavor to settle such dispute amicably.

- b. The NIT/Agreement shall be governed by and interpreted in accordance with the laws in force in India and the Courts at Delhi shall have exclusive jurisdiction in all matters and to adjudicate any disputes arising out of this Agreement, even for MSME entities.

OR

[For Tender/Agreements between Govt entities]: Any dispute or difference relating to interpretation and application and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter-se and also between CPSE(s) and Government Department(s)/ Organization (s) (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments) shall be taken up by either party for its resolution through AMRCD only, as mentioned in the notification (DPE-05/0002/2023-AMRCD).

#### **17.i. CONFIDENTIALITY OF INFORMATION**

- a. ITDC and successful bidder, respectively, agree to keep in confidence, and not to disclose or use for its own respective benefit or for the benefit of any third party, any information, photograph, keys, documents, or materials that are reasonably considered confidential regarding each other's products, business, customers, suppliers, or methods of operation; provided, however, that such obligation of confidentiality will not extend to anything in the public domain or that was in the possession of either party prior to disclosure.

- b. By disclosing Confidential Information to the successful bidder, ITDC does not grant any express or implied right to the successful bidder to or under any rights or licenses to trademarks, inventions, copyrights, patents or trade secrets or other intellectual property rights are implied or granted under this Agreement.
- c. All terms & conditions of NIT including LOI, Integrity Pact and all allied documents (referred or annexed) herewith shall also be deemed as part of this Agreement and will be binding on both the parties i.e ITDC and successful bidder. Any changes/ modifications/amendments at a later stage shall be binding on both parties and shall form part of this NIT/Agreement.

#### **17.j. SEVERABILITY**

The Parties recognize the uncertainty of the law with respect to certain provisions of this Agreement and expressly stipulate that this Agreement /NIT will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this NIT/Agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Agreement or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Agreement will be unaffected.

#### **17.k. ITDC'S DECISION**

Any decision made by ITDC in relation to the selection of Successful Bidder will be final and binding and ITDC is not liable for any costs or expenses incurred by any bidder in preparing and lodging of the proposal /presentation for applying for the bid, if any, thereafter irrespective

of whether such bidder is successful in proceeding to the next stage in the process or not.

#### **17.i. RELATIONSHIP BETWEEN THE PARTIES:**

**[Insert suitably according to nature & requirement of tender]**

Nothing contained herein shall be construed as establishing a relationship of [insert the nature of relationship, i.e master and servant or of principal and agent] as between the "ITDC and the Bidder/ Successful Bidder, and shall strictly be governed as per the terms and conditions of the present NIT/Tender.

#### **17.m. EXPERTS, CONSULTANTS, SUPPORT SERVICES, OUTSOURCING ETC.**

The successful bidder is not authorized to outsource or sub-delegate work awarded to any other entity.

#### **17.n. INTELLECTUAL PROPERTY:**

- The successful bidder understands that all files/creative data/designs and work product movable/immovable, tangible/intangible etc., prepared by the successful bidder, arising out of the present Tender/NIT, at the expense of ITDC or successful bidder or purchased by ITDC is the property of ITDC. Without ITDC's prior approval, the same may not be used by the successful bidder nor disclosed to any others third-party.
- The successful bidder agrees that ITDC owns all rights including copyrights, to material prepared by ITDC or by the successful bidder on behalf of ITDC during the currency of the Agreement pertaining directly or indirectly to ITDC.

#### **17.o. GOVERNING LAW & JURISDICTION:**

- This document is to be interpreted in accordance with the prevailing Laws of India, only the Delhi Court shall have exclusive jurisdiction in case any dispute arises between ITDC and the bidder/ successful bidder.

#### **17.p. NO RIGHTS GRANTED**

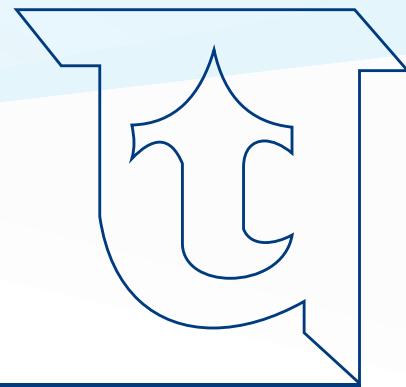
The parties recognize and agree that nothing in this tender document will be construed as granting any property or proprietary rights to license or otherwise, to any confidential information of the ITDC or to any invention or any patent copyright, trademark or other intellectual property right that has issued or that may be issued based on such confidential information. Other than as expressly permitted in writing by the Competent Authority of ITDC to License/grant, the other party will not make, have made, use, distribute or disseminate for any purpose any information or items using, incorporating or derived from any confidential information of the ITDC during and after the currency of this Agreement/ NIT/ Scope of work/ LOI.

#### **17.q. AUTHORIZED REPRESENTATIVES**

Any action required or permitted to be taken, and any document required or permitted to be executed under given Agreement by ITDC or the Successful bidder/ Bidder may be taken or executed by the officials specified in the document.

#### **17.r. ANTI-BRIBERY**

- Each party agrees not to engage in any corrupt, fraudulent, or unethical practices, including offering, promising, giving, or authorizing the giving of money or anything of value;
  - To any government official, employee of government-owned enterprise, political party or candidate,
  - To any commercial party or intermediary,
- With an intent to influence any act, decision, or failure to act in violation of official duty or to obtain or retain business or an improper advantage.
- Breach of this clause shall constitute a material breach of this Agreement.



## FRAUD AND CORRUPTION POLICY

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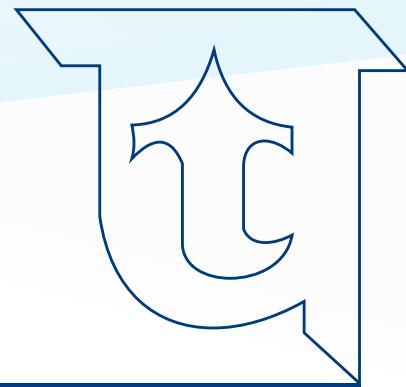
ITDC requires bidders to observe the highest standard of ethics during the selection process and in execution of contracts. In pursuance of this policy, the ITDC defines, for the purposes of this provision, the terms set forth below as follows:

- a) **“Corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the bidding selection process or in execution of the Agreement;
- b) **“Fraudulent practice”** means a representation or omission of facts in order to influence a selection process of successful bidder or the execution of the Agreement;
- c) **“Collusive practices”** means a scheme or arrangement between two or more bidders, designed to influence the action of any party in agreement.
- d) **“Coercive practices”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidder selection process, or affect the execution of the Agreement;
- e) **“Undue influence”** means where the relations subsisting between the parties are such that one of the parties is in a position to dominate the will of the other and uses that position to obtain an unfair advantage over the other.

ITDC shall reject a bid proposal or award, besides other grounds in the present document, if it determines that such bidder recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the present Tender.



## ANNEXURES



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# 19



## ANNEXURE - 1

### FRAUD PREVENTION POLICY

(To be submitted on Letter Head of the Bidder)

[As per ITDC policy]

#### INTRODUCTION

ITDC has placed adequate systems and procedures commensurate with its nature of business such as Licensing Procedure, Purchase Procedure, and Engineering Works Manual, Delegation of Power etc. for ensuring the orderly and efficient conduct of business in an honest, ethical and transparent manner without any bias or malafide.

Further as per Schedule V to SEBI (LODR) Regulations, 2015 relating to Corporate Governance Provisions requirement, ITDC has placed a whistleblower policy. This policy envisages the Corporation to put in place a mechanism for employees to report to the Management about Unethical behavior, actual or suspected fraud or violation of conduct rules.

Clause 34(2) (f) of the SEBI (LODR) Regulations, 2015 requires top 500 companies (based on market Capitalization) to give in their Annual Report the Business Responsibility Report describing the initiatives taken by the Company from an environmental, social and governance perspective. Principal 1 of the policy requires that businesses should not engage in practices that are abusive, corrupt, or anti-competitive. Pursuant to this, it is considered appropriate to formulate and implement a FRAUD PREVENTION policy in the Company.

#### OBJECTIVES

The objective of the "Fraud Prevention policy" is to provide a system for detection, reporting and prevention of fraud, whether committed or suspected. The policy will provide a framework and lay down a procedure for detection, reporting and prevention of fraud or suspected fraud.

The policy will ensure that management is aware of its responsibilities for detection and prevention of fraud and for establishing procedures for preventing fraud and/or detecting fraud when it occurs.

#### SCOPE OF THE POLICY

The policy applies to all fraud committed or suspected linked to the business of the Company involving any employees as well as representatives of vendors, suppliers, contractors, consultants, service providers or any outside agency doing business with the company.

#### DEFINITION OF FRAUD

"Fraud" is a willful act intentionally committed by an individual(s) - by deception, suppression, cheating or any other fraudulent or any other illegal means, thereby, causing unlawful gain(s) to self or any other individual(s) and wrongful loss to other(s), whether in cash or kind.

#### ACTIONS CONSTITUTING FRAUD

While fraudulent activity could have a very wide range of coverage, the following are some of the acts which constitute fraud. The list given below is only illustrative and not exhaustive:-

- i. Forgery or alteration of any document or account belonging to the Company.
- ii. Forgery or alteration of cheque, bank draft or any other financial instrument etc.
- iii. Misappropriation of funds, securities, supplies or others asset by fraudulent means etc.
- iv. Falsifying records such as payrolls, removing the documents from files and/or replacing it by a fraudulent note etc.

- v. Willful suppression of facts/deception in matters of appointment, placements, submission of reports, tender committee recommendations etc. as a result of which a wrongful gain(s) is made to one and wrongful loss(s) is caused to the others.
- vi. Utilizing Company funds for personal purposes.
- vii. Authorizing or receiving payments for goods not supplied or services not rendered.

Destruction, disposition, removal of records or any other assets of the Company with an ulterior motive to manipulate and misrepresent the facts so as to create suspicion/suppression/cheating as a result of which objective assessment/decision would not be arrived at.

Any other act that falls under the gamut of fraudulent activity. Suspected improprieties concerning an employee's moral, ethical, or behavioral conduct, should be resolved by departmental management and Employee Relations of Human Resources rather than under Fraud Policy.

### REPORTING OF FRAUD

Any employee, representatives of vendors, suppliers, contractors, consultants, service providers or any outside agency doing business with the company as soon as he / she comes to know of any fraud or suspected fraud or any other fraudulent activity must report such incident(s). Such reporting shall be made to the designated Nodal Officer(s) nominated by the Company for this purpose from time to time. If, however, there is shortage of time such report should be made to the immediate HOD whose duty shall be to ensure that input received is immediately communicated to the Nodal Officer. The reporting of the fraud normally should be in writing. In case the reporter is not willing to furnish a written statement of fraud but is in a position to give

sequential and specific transaction of fraud/ suspected fraud, then the officer receiving the information/Nodal Officer should record such details in writing as narrated by the reporter and also maintain the details about the identity of the official / employee / other person reporting such incident. Reports can be made in confidence and the person to whom the fraud or suspected fraud has been reported must maintain the confidentiality with respect to the reporter and such matter should under no circumstances be discussed with any unauthorized person.

All reports of fraud or suspected fraud shall be handled with utmost speed and shall be coordinated by Nodal Officer(s) to be nominated.

On receiving input about any suspected fraud/ nodal officer(s) shall ensure that all relevant records documents and other evidence is being immediately taken into custody and being protected from being tampered with, destroyed or removed by suspected perpetrators of fraud or by any other official under his influence.

### DUTY OF NODAL OFFICER

The "Nodal Officer" shall refer the details of the Fraud/suspected fraud to the Vigilance Department of ITDC, immediately for further appropriate investigation and needful action.

During receipt of information about Fraud/ Suspected Fraud, it would be the duty of Nodal Officer to verify the identity of the Complainant. Anonymous Complaint should not be acted upon.

After verification of the identity of the Complainant, the Nodal Officer should keep the identity of the Complainant secret.

After completion of the investigation, due appropriate action, which could include administrative action, disciplinary action, civil or criminal action or closure of the matter if it is proved that fraud is not committed

etc. depending upon the outcome of the investigation shall be undertaken.

Vigilance Department shall apprise "Nodal Officer" of the results of the investigation undertaken by them. There shall be constant coordination maintained between the two.

#### **RESPONSIBILITY FOR FRAUD PREVENTION/ CREATING OF POLICY**

It is the responsibility of every employee, representative of vendors, suppliers, contractors, consultants, service providers or any outside agency doing business with the company to ensure that there is no fraudulent action being indulged in, in their own area of activity/responsibility. As soon as they learn of any fraud or have suspicion regarding it, they should immediately report the matter as per the procedure laid down in the policy.

All vendors, suppliers, contractors, service providers, consultants and other agencies having business relations with the company

are required to affirm to the Fraud Prevention policy of the company. As such this policy document shall form a part of the tender/RFP document and shall have to be concurred to by all bidders

All Departmental Heads shall be responsible for proper implementation of the Fraud Prevention Policy of the company. The Nodal officers have powers to take corrective actions as per this policy. Name and contact number of nodal officers shall be available on the website and all prominent locations. Efforts will be made to keep the name of the informer secret.

The company recognises that employee/stakeholders' awareness is essential for effective detection/prevention of fraud/suspected fraud. As such the company shall put in place adequate communication mechanisms for dissemination of information about the policy and its importance to the corruption-free governance of the company.

#### **SEAL, SIGNATURE & NAME OF THE BIDDER**

## ANNEXURE - 2

### **Guidelines/ Instructions regarding submission of Integrity Pact**

The bidders are required to adhere to the following guidelines in respect of submission of Integrity Pact: -

The Integrity Pact is to be prepared on plain paper as per format of Integrity Pact given in tender with each page of Integrity Pact duly signed by the bidder's authorized signatory.

The bidder will mention the date and other relevant details as per the tender document.

The original copy of the Integrity Pact duly signed by the authorized signatory/ partners / consortium members is to be submitted to the office of the tender inviting authority as detailed in the document on or before the due date/ extended due date of submission of the bids.

Integrity Pact will be part of terms & conditions of the contract and bidder is bound by the provisions contained therein.

Particulars of two Independent External Monitors (IEM's) appointed by ITDC is as under :-

Names, E-mail IDs' and contact details of the two Independent External Monitors (IEM's) appointed by ITDC	

The IEM's are not to be contacted for any clarification or help regarding the tender, in all such cases, bidders may contact the concerned officials whose details are given in the tender document.

## INTEGRITY PACT

[as per ITDC policy]

This Agreement is executed at New Delhi on this the \_\_\_\_\_ day of \_\_\_\_\_ 2026 between a unit of India Tourism Development Corporation Ltd - A Govt of India Undertaking having its Registered Office at \_\_\_\_\_ through its authorized officer Mr \_\_\_\_\_ (designation) (hereinafter Principal)

And

M/s \_\_\_\_\_  
having its Registered Office at \_\_\_\_\_  
through its  
duly authorized officer Shri \_\_\_\_\_  
(designation) (hereinafter Bidder/Contractor)

### Preamble

The Principal intends to award contract for -----. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

### Section 1: Commitments of the Principal.

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

through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

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

### Section 2: Commitments of the Bidder(s)/Contractor(s)

1. The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observing the following principles during the contract execution.
  - a. The Bidder(s) / contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any payment they have made, or committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3: Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

### **Section 4: Compensation for Damages**

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

### **Section 5: Previous Transgression**

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

### **Section 6: Equal treatment of all Bidders/Contractors/Subcontractors**

- 1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- 2. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
- 3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

## **Section 7: Criminal charges against violation of Bidder(s)/ Contractor(s)/ Sub-contractor(s)**

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

## **Section 8: Independent External Monitor/ Monitors**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the MD, ITDC.
- (3) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (4) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (5) The Monitor will submit a written report to the MD, ITDC within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (6) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the ITDC Board If the Monitor has reported to the MD, ITDC, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD, ITDC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (7) A clause should be included in the IP that a person signing IP shall not approach the court while representing the matters to IEMs and he / she will await their decision in the matter. [ Reference from Circular No. 04/06/2 dt: 14.06.2023 issued by CVC-concerned division may see the applicability at their end]
- (8) In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal contractor shall take responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the case of sub-contractors, the IP will be a tri-partite arrangement to be signed Organisation, the contractor and the sub-contractor. [Reference from Circular No. 04/06/2 dt: 14.06.2023 issued by CVC-concerned division may see the applicability at their end]

The word 'Monitor' would include both singular and plural.(7)

### Section 9: Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by MD of ITDC.

### Section 10: Other provisions

This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

Changes and supplements as well as termination notices need to be made in writing.

Side agreements have not been made.

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

\_\_\_\_\_  
\_\_\_\_\_  
(For & on behalf of the Principal)

(Office Seal)

Place ----- Date -----

Witness 1:  
(Name & Address)  
Witness 2:  
(Name & Address)

(For & On behalf of Bidder/Contractor)

(Office Seal)  
Witness 1  
(Name & Address)  
Witness 2:  
(Name & Address)

**ANNEXURE - 3**

**EMD REFUND FORM**

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

**TENDER FOR \_\_\_\_\_ FOR A PERIOD OF \_\_\_\_\_ YEAR OF  
INDIA TOURISM DEVELOPMENT CORPORATION LTD.**

**Details of the bidder:**

Name of the firm	
Address:	
Name of the Authorized Signatory:	
Contact No:	
Email id:	

**Details of EMD submitted:**

In case of payment through RTGS please provide the Bank transaction reference number:	
In case of payment through NEFT please provide the UTR number:	

**Particulars for online EMD refund** (Please attach scanned copy of cheque)

Name of the Bank	
Branch Name and Address:	
IFSC Code	
Account No.	
Account Type	

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

Signature of the authorized signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Official Seal

**ANNEXURE - 4****E-Payment Form**  
**Bank account particulars**

- 1 Bidder's name: \_\_\_\_\_
  
- 2 Particular of bank account:
  - Name of the bank: \_\_\_\_\_
  - Account number: \_\_\_\_\_
  - Bank's IFSC code for RTGS/NEFT: \_\_\_\_\_

I hereby declare that the particulars given above are correct and complete and accord our consent to receive payment through an electronic mechanism. I also undertake to intimate the changes, if any, in bank account details in future and ITDC will not be held responsible for non-payment / delay due to above change in bank details and also due to technical reasons beyond its control.

## ANNEXURE - 5

### BIDDER'S GENERAL INFORMATION

1. Bidder Name: .....
2. Date of registration / incorporation and number of years of operation:  
.....  
.....
3. Address of registered office: .....
4. Address of Local Office In Delhi / NCR: .....
5. Telephone No. ....
6. E-mail address .....
7. Website .....
8. Fax number .....
9. ICAI firm registration number .....
10. Goods and services tax registration number: .....

Nature of entity	
HQ/BE	
Aadhar	
PAN	
Mobile	
Bank details	
Firm details	
Assets	
Link of social media/ social presence:	
MSME (if applicable)	

Stamp and signature of bidder:

Name of authorized person: \_\_\_\_\_

## ANNEXURE - 6

### UNDERTAKING

We hereby confirm that all the documents submitted in this tender are authentic, genuine, copies of their originals and have been issued by the issuing authority mentioned above and no part of the document(s) / information is false, forged or fabricated.

We hereby confirm that our Bid complies with the total technical-commercial requirements/ terms and conditions of the Bidding Document and subsequent addendum/corrigendum (if any), issued by ITDC, without any deviation/ exception/ comments/ assumptions.

We also confirm that we have quoted the prices without any condition and deviation.

We further confirm that terms and conditions if any, mentioned in our bid (Technical as well as Price) shall not be recognized and shall be treated as null and void.

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

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

We hereby confirm that any partner of the entity has not been convicted in any disciplinary proceedings / criminal case by regulatory authority(ies)/ court in connection with professional work.

We hereby undertake that we have not been in negative list/or debarred/black-listed/banned by any Central/State Government/Public Sector undertaking in last [insert years] or on date of Tender submission [to be determined by division]. If, we are awarded with work by ITDC and at any point of time, if it is found that we have given false information, misrepresented or concealed any fact on this, our contract/agreement will be liable for termination, Performance Bank Guarantee will be forfeited and criminal actions may be initiated against us.

We also confirm that the contents of this Tender have not been modified or altered by us. We agree that if any noticed in future, our Bid may be rejected / terminated.

We hereby confirm that we have gone through and understood the Bidding Document and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents.

We undertake that Bidding Document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Agreement.

We further confirm that we have quoted our prices in electronic mode through ITDC's e-tendering portal. We confirm that rate quoted by us includes price for all services as mentioned in the Bidding Document.

Stamp and signature of bidder: \_\_\_\_\_

Name of bidder: \_\_\_\_\_

## ANNEXURE - 7

### LETTER OF AUTHORIZATION (To be submitted on Bidder's own Letterhead)

To  
ITDC Limited

SUBJECT:

Dear Sir,

We \_\_\_\_\_ hereby authorize following representative(s) to sign all bid documents against your Bidding Document No. **NIT No. :** \_\_\_\_\_

Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

We confirm that we shall be bound by all commitments made by aforementioned authorized representatives.

Yours faithfully,

Signature

Name & Designation

For and on behalf of

(Bidder)

NOTES: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.

**ANNEXURE - 8**

**TENDER ACCEPTANCE LETTER**  
**(To be given on Company Letterhead)**

To,

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

Sub: Acceptance of Terms & Conditions of Tender.

Name of Tender / Work

Tender Reference No: .....

Dear Sir,

1. I / We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely:

\_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. to (including all documents like annexure(s), schedules(s), etc.,) which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I/We hereby undertake that I/we have not been in negative list/or debarred/banned/black-listed by any Central/State Government/Public Sector undertaking in last [insert years] or on date of Tender submission [to be determined by division]. If, we are Awarded with work by ITDC and at any point of time, if it is found that I/we have given false information, misrepresented or concealed any fact on this, our contract for [insert name] will be liable for termination, Performance Bank Guarantee will be forfeited and criminal actions may be initiated against us.

6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

## ANNEXURE - 9

### CHECK LIST FOR ENCLOSURES

(Bidders may tick mark each row, as applicable and enclose the completed and signed check-list along with the tender)

SL.NO.	PARTICULARS	YES/NO
1.	PERFORMANCE CERTIFICATE FROM BANKER/STATUTORY AUDITOR	
2.	BALANCE SHEETS FOR THE LAST [insert number of years] YEARS	
	<i>Insert detail</i>	
	<i>Insert detail</i>	
	<i>Insert detail</i>	
3.	DETAIL, BRIEF ABOUT PAST EXPERIENCE	

Note:

1. Kindly ensure all enclosures have been attached, without which the tender will be summarily rejected.
2. All those documents submitted digitally to be signed digitally.
3. In case documents are not required to be submitted digitally, they should be physically signed/ self-certified.
4. In case of any clarification, original documents may be verified by TEC.
5. If Income Tax Return of AY \_\_\_\_\_ is not available, then a CA Certificate is to be submitted that Income Tax Return for \_\_\_\_\_ has not been filed so far.

**ANNEXURE - 10**

**E-TENDER FOR \_\_\_\_\_  
HAVING \_\_\_\_\_ AT \_\_\_\_\_, - NEW DELHI.**

**FINANCIAL BID  
(BOQ)**

**ANNEXURE - 11**

**EMD FORM**

**ANNEXURE - 12**
**KNOW YOUR GUARANTOR (IF, APPLICABLE)**

1.	Nature of entity	
2.	HQ/BE	
3.	Aadhar	
4.	PAN	
5.	Mobile	
6.	Bank details	
7.	Firm details	
8.	Assets	
9.	Link of social media/ social presence:	

[Name of Guarantor]

Stamp & Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

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

[Name of Bidder]

Stamp & Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

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

## ANNEXURE - 13

### DEED FOR GUARANTEE FORMAT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

THIS **DEED OF GUARANTEE** MADE on the [insert date] by

Mr./Messers [insert entity name] (hereinafter called the 'Guarantor' which expression shall include its heirs, successors, administrators and assigns) of the FIRST PARTY in favour of [insert name] (hereinafter called the 'ITDC' which term shall include its heirs, successors administrators and assigns) of the SECOND PARTY.

AND WHEREAS M/s. [insert entity] (hereinafter called the 'Bidder' or "Third Party" which term shall include its heirs, successors, administrators and assigns) has entered into a contract No. [insert contact details] Dated [insert date] (hereinafter referred to as the said 'Contract') on the terms and conditions provided in the said contract.

The first party is guaranteeing to the second party for compliance and performance of the Contract by the third party as the contract is of immense importance involving public premises, high dignitaries and requires strict compliance of the contract.

AND WHEREAS as per provisions of the said Contract, the Third Party is required to furnish to the Guarantee for [insert the percentage] % of the Tender value (whether inclusive or exclusive of GST as provided in the said contract) as a form of guarantee as stipulated in the said contract. This guarantee shall be valid till expiry of the contract period plus [Insert period] months claim period i.e. till [Insert Period].

AND WHEREAS, the FIRST PARTY has, at the request of the THIRD PARTY agreed to give the present Guarantee.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In consideration of the above, the "Guarantor", do hereby undertake to pay unconditionally on demand in writing and without any demur the sum of Rs.[insert amount] [insert in words only] to the "ITDC/Second Party", on the Second Party being satisfied that the Third Party has committed a breach of any of the terms and conditions of the said Tender/Agreement during the contract period.
2. First Party agrees that the ITDC/Second Party shall be the sole judge to decide whether the Third Party has committed a breach of any of the terms and conditions of the said NIT/Agreement/contract and that the decision of the ITDC/Second Party shall be final and binding on First & Third Party.
3. The Second Party and the Third Party will be at liberty to carry out any modifications in the said contract, notice of such modifications to the First Party is hereby waived by the Third party.
4. This guarantee covering the payment of Rs. [insert amount] (Rupees [insert amount]) shall come in to force upon its issuance and shall remain in full force and effect till obligations under the contract have been fulfilled and to the satisfaction of the Second Party.
5. First Party undertakes not to revoke this guarantee during its currency except with the previous consent of the Second Party in writing and take all possible steps to make the guarantee continue during the currency of the contract period.

6. First Party further agree that their liability and obligations arising under or by virtue of this guarantee shall not be discharged by any variation of terms and conditions of the contract/NIT
7. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the First Party or in the constitution of the Third Party.
8. The First and Third Parties are jointly and severally liable and in case of non-compliance of the contractual/NIT obligations and will be responsible for payment of liability (any kind) arising out of the non-performance of the contract by the Third Party.
9. The First Party has gone through the contents and terms and conditions of the contract and has understood the same regarding its liability under the contract as well as the guarantee.
10. Notwithstanding anything contained hereinabove, First party liability under this Guarantee is restricted to Rs. [insert amount] (Rupees [insert amount in words]).
12. The Courts situated in the state of Delhi shall have exclusive jurisdiction to adjudicate claims or disputes, if any, arising under this Guarantee.
13. The First Party declares that it has financial capability to the extent of Rs.[insert amount] to furnish the present guarantee and the Third Party is in its control to ensure due compliance of the contract in its letter and spirit. To establish financial viability of the First party it has furnished a Balance sheet/income tax returns/disclosed assets to the satisfaction of the Second Party.
14. It is hereby declared that the undersigned(s) has authority to issue this Guarantee.

IN WITNESS WHEREOF the Parties hereto have signed this Deed on the day, month and year first herein above written in the presence of the witnesses:

For and on behalf of

[Name of Guarantor]

[Name of Bidder]

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Designation: \_\_\_\_\_

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

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

Witnesses:

1. Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

## ANNEXURE - 14

### **SELF-DECLARATION OF NOT BLACKLISTED/BANNED/DEBARRED**

(To be signed & executed in Non-Judicial Stamp Paper of appropriate value  
duly notarised by Notary Public)

To,  
HoD  
[insert division name]  
India Tourism Development Corporation Limited  
[insert corresponding address]

Date:

Dear Sir,

This is to declare that our company M/s [Insert entity name] has not been blacklisted, banned or barred from Business, by ITDC, or any Government Authority in last [insert years] or on date of Tender submission [to be determined by division]

In case, at a subsequent date before or after the award of work, that aforesaid information is false, misleading, concealed or concocted, ITDC shall have liberty to and have full rights to cancel the allotment of tender or termination of agreement and forfeit the interest Free Security Deposit after adjusting any dues payable by the successful bidder, beside taking recourse of other available legal remedy.

Name of Bidder:

Signature of the Bidder with seal

**ANNEXURE - 15**
**DECLARATION ON LITIGATION/ARBITRATION HISTORY**

[On the Letterhead of the Bidder]

**1. Declaration**

We, the undersigned, hereby declare that:

The bidder has no history of litigation or arbitration resulting from contracts in the last [ insert the years] years that are currently under execution, except in cases where a favourable award or judgment has been obtained.

In case of any litigation/arbitration that falls under the exception above, the bidder provides the details in the table below, along with supporting documentary evidence.

We further confirm that all information furnished herein is true and correct. Any false declaration will result in rejection of our bid and forfeiture of EMD/PBG.

**1. Details of Litigation (including cheque bouncing, against entity (i.e, NCLT) /Arbitration;**

S. No.	Name of Client/ Department	Contract Title & Reference No.	Year	Nature of Dispute	Present Status (Pending / Resolved)	Outcome / Judgment (Favorable / Others)	Judgment Copy
1.							
2.							

(Attach separate sheets if required)

**3. Undertaking**

We undertake to promptly inform ITDC of any litigation or arbitration initiated against us during the empanelment period.

Authorized Signatory: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

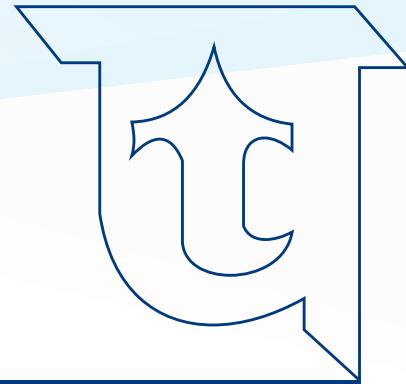
Mobile No.: \_\_\_\_\_

Email ID: \_\_\_\_\_

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

Company Seal: \_\_\_\_\_

## AGREEMENT



>>

20



## 20.a. DRAFT AGREEMENT

(On stamp paper of appropriate value )

This Agreement is made on this the [Insert Date] between India Tourism Development Corporation Limited, a Central Public Sector Undertaking under administrative control of Ministry of Tourism, Government of India having its Registered Office at Scope Complex, Core 8, 7 Lodhi Road, New Delhi - 110003 through its [insert designation] (hereinafter called the "First Party"), which expression shall unless the context otherwise required shall mean and include its successor and permitted assignees of the one part:

AND

M/s [insert name] a proprietary concern/partnership firm/body corporate, registered /incorporated under Indian Partnership Act / Companies Act, 1956 (Old)/2013 (new) Consortium, having at its Principal Office of Business/Registered Office at [Insert Address] through its sole proprietor/partner/Director/Lead Member, Mr/s. [insert name of designation] (Hereinafter called the "Second Party") of the other part.

*[For license tender/Agreement]: WHEREAS the Licensor is the absolute owner in possession of all that land building of [insert detail] which is a 'Public Premises' as defined under the Public Premises (Eviction of Unauthorized occupants) Act, 1971;*

### I. PURPOSE OF THE AGREEMENT

[insert purpose of Tender/Agreement]

OR

[For License Tender: The Second party is desirous of obtaining the privilege of, and has approached and applied to the Licensor for grant of license with respect to a space measuring [insert area sq ft. sq. meter], as per details given in the schedule of premises and the map annexed to this agreement, for the purpose of operating a [insert purpose] under the name and style of [insert name of entity] in the building premises known as [insert detail] situated in [insert address] under the control and administration of the Licensor/First Party/ITDC.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, AND OF THE MUTUAL PROMISES AND UNDERTAKINGS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

### Definitions

- a) **"Agreement"** means this License Agreement including the attached Schedule(s).
- b) **"Confidential Information"** means any information disclosed by ITDC to the Bidder/Successful Bidder, whether directly or indirectly, in writing, orally, or by inspection of tangible objects (including, without limitation, documents, prototypes, samples, media, documentation, discs, and code). Confidential Information shall include, without limitation, materials, trade secrets, network information, configurations, trademarks, brand names, know-how, business and marketing plans, financial and operational information, and all other non-public information, material, or data relating to the current and/or future business and operations of ITDC, as well as any analyses, compilations, studies, summaries, extracts, or other documentation prepared by or derived

from such information. Confidential Information may also include information disclosed to the Bidder/Successful Bidder by third parties on behalf of ITDC. Present definition shall be read in conjunction with the confidentiality clause(s) herein under.

- c) **"Intellectual Property Rights"** means all rights in and to any copyright, trademark, trading name, design, patent, know how (trade secrets) and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic field and any application or right to apply for registration of any of these rights and any right to protect or enforce any of these rights, as further specified in clause.
- d) **[For License Tenders]: "Licensed premises"** means the property given in schedule of premises.
- e) **"Party"** means a person or business entity who has executed this Agreement; details of the Parties are specified herein above.
- f) **"Period of agreement"** means the term of this Agreement commencing on the Commencement Date as specified in Item 4 of the Schedule and expiring on the Expiry Date.

## II. PERIOD OF LICENSE & RENEWAL

- 1. This Agreement is granted/ for a period of [insert years] years [insert years] on years basis) commencing from [insert date] and shall expire on [insert end date] subject to the provisions for earlier termination hereinafter contained, for [insert purpose].
- 2. **Lock-in period:** The Second party agrees to carry out the business as per the scope of work/approved purpose of license premise for a minimum [insert period] period from the date of award.

- 3. The Second Party may request for a [insert years] yrs [For License Tenders: [insert period] years on year-to-year basis], after the expiry of the period stipulated under Clause 1 of this Agreement, subject to the following:
  - (a) That the Second Party has not committed a breach of the terms and conditions of the agreement.
  - (b) The Second Party has not been a defaulter in the payment of license fee and/or other dues and there are no dues outstanding against the First Party
  - (c) The Second party has not been guilty of proved misconduct which has adversely affected the image and reputation of the licensor/First Party.

## III. FEASIBILITY STUDY PROVIDED, IF ANY:

Scope of work: as described in the Clause [insert Clause No.] of NIT/Schedule annexed to this Agreement.

## IV. OBLIGATIONS AND LIABILITIES OF PARTIES

- 1. **SECOND PARTY/ LICENSEE'S OBLIGATIONS:**
  - a) The Second party cannot use the Licensed premises/premise/site, for purposes other than as specified in this Agreement.
  - b) The Second Party will not distribute, sell or sub-License, sub-let, or expose for sale the Licensed premises to any other third party.
  - c) The Second Party, in connection with carrying on his business in the licensed premises/premise/site, will only appoint persons having good character, well-behaved, skillful in the business after necessary

character verification from local police authorities. If the Second Party's employs any person or persons to manage the business to be carried on under the provisions of this Agreement, such person or persons shall be required to carry on all the obligations provided under this Agreement.

- d) The Second Party shall maintain and furnish to the First Party, a list of his/ their employees indicating names, parentage, age, residential address and permanent address, specimen signature along with two photographs for each of them.
- e) The First Party shall be at liberty to instruct Second Party to forbid the employment of any of Second Party's employees whom First Party may consider as undesirable character. The persons employed by the Second Party shall be subject to general discipline of the First Party/Company/licensor and conform to such directions as may be issued in respect of routes of entry and departure to and from the Public premises/Hotel premises etc.
- f) It is also agreed by the Second Party that the persons engaged by him shall not loiter or use the public areas such as Lounge, Lawn, Swimming Pool, Wash Room, Cloak Rooms, etc. which are exclusively meant for guests and if any irregularity is found, the First Party will bring it to the notice of the Second Party for proper action in the matter. In case no action is taken by the Second Party, the First Party will have sole right to terminate the License.
- g) The Second Party shall keep his employees well-dressed in a uniform as may be prescribed by the licensor for easy identification and check.
- h) In case the First Party finds any of the staff/employee of the Second Party not dressed properly as per the uniform prescribed or the same is not in order for reasons of cleanliness etc; the First Party shall be at liberty to turn out such staff/employee of the Second Party and prohibit his entry in the Hotel till such time the person is well dressed to the satisfaction of the First Party.
- i) The Second Party or members of his staff or his representatives shall not visit any guests of the Hotel in his room or come near the main entrance, lobby and other public areas of the Hotel. They will keep themselves strictly confined to the Licensed Space/Premise/Site.
- j) The Second Party, the members of his staff or his representatives shall not do any act, which may be derogatory to or inconsistent with the Hotel's high standards and reputation as a modern luxury hotel or its business or cause nuisance to the management of the Hotel/First Party or its customers or visitors. At the instance of the First Party, the Second Party shall discharge from service any employee who is charged with such misconduct or found acting in contravention of general rules of the First Party.
- k) The Second Party when called upon by the First Party, make available himself or any of his / their employee for evidence before the Inquiry Officer appointed by the First Party or Competent Court in connection with the disciplinary proceedings against any of their employees.

- l) The Second Party shall, when called upon by the First Party submit all or any of their employees for medical examination by any Doctor appointed by the First Party or to check if any of them have any disease contagious or dangerous to human life and health and if in the opinion of the First Party it shall appear necessary to withdraw any employee from the Licensed space/premise/site, the Second Party shall do so forthwith, and in the event of the Second Party's failure to do so, the First Party shall be at liberty to refuse admission to such an employee to the premises of the Hotel.
- m) The employee of the Second Party shall not seek regularization in the services of the ITDC or the Company/licensor/First Party at any point in time. The First Party shall not in any way be liable for any claims arising out of the relationship of master and servant between the Second Party and its employees. If the Second Party employs or engages any person or persons, he/they shall be the personnel's of the Second Party, in all respects and all responsibilities under any Act or other laws and labour laws shall be of the Second Party alone and the First Party shall not be liable for any claim on the Second Party on account of Workmen Compensation or otherwise and First Party shall be indemnified by Second Party on occurring any kind of such eventuality/liability.

## 2. SUCCESSFUL BIDDER'S LIABILITIES

[insert as per their requirement].

## 3. ITDC'S OBLIGATIONS

Subject to compliance by the Second Party with the terms of this Agreement

and other Definitive Documents, the First Party covenants to the Second Party as follows:

- a. [For License Tender]: The First Party / Lessor shall execute the Occupation Letter and handover occupation of the Licensed Premises on "As Is Where Is Basis", free from all Encumbrances, to the Second Party/Licensee within [insert days] Business Days of the Execution Date and the Licensee shall accept occupation of the Licensed Premises/premise from such date;
- b. The First Party/Lessor shall be solely responsible for and shall bear and discharge all Taxes, unpaid utility bills and all other charges or liabilities of any nature whatsoever for or in relation to the Licensed Premises/ premises that pertain to the period prior to the Effective Date;
- c. After the Effective Date, the First Party/Lessor shall provide reasonable cooperation, if required, to the Second Party/Licensee in obtaining Applicable Permits that may be required.

## 4. RIGHTS OF ITDC/First Party

- a) The First Party /Lessor shall at all times, be deemed to be in complete control and exclusive possession of the Licensed Premises/site/location, and the First Party/Lessor's Representatives shall, throughout the Licence Period, have the right:
  - i. To enter upon the Licensed Premises at any time in the case of an emergency;
  - ii. By giving a prior notice of twenty four (24) hours, and at the cost of the Second Party/Licensee, to enter upon and inspect, (i)

the Licensed Premises; (ii) the Services provided at the Licensed Premises; (iii) the Fixtures installed at the Licensed Premises; and (iv) the offices of the Second Party/Licensee at the Licensed Premises;

- iii. To inspect and seek copies of:
  - a. all Applicable Permits obtained by the Licensee in relation to: (a) the operation and management of the Licensed Premises; (b) ensuring compliance by the Licensee of all Applicable Laws;
  - b. the books of accounts, files, voucher books, documents maintained by the Licensee in relation to the Licensed Premises; and
  - c. such other information and documents as may be deemed necessary or relevant by the Second Party/Licensor.

## 5. ITDC'S LIABILITIES

[Insert liabilities of First Party as per the requirement]

## V. FINANCIAL TERMS

- a. Fees: Monthly License Fee of Rs.[insert amount] exclusive of applicable taxes.
- b. Payment shall be made before or on the 10th day of every month.
- c. Payment Schedule : [insert schedule].
- d. Advance Post-dated Cheque (PDCs) for the entire license period/term shall be deposited before taking the actual and physical possession of the licensed premise.

## VI. PERFORMANCE BANK GUARANTEE (PBG)

Performance Security [or Performance Bank Guarantee (PBG) or Security Deposit (SD)] is to be submitted by the First Party as per Clause [insert clause number] of NIT. Performance security should be for an amount of [insert in number] per cent of the value of the Tender as specified in the bid documents.

## VII. SECURITY DEPOSITS

That in consideration of the space provided to the Second Party for running the business under the name and style of [insert Entity name] it is agreed between the Licenser and the Second Party that the Second Party shall pay a fixed License Fee of Rs. [insert amount] (taxes extra, including GST as applicable) per month.

## VIII. TAXES AND DUTIES

All the municipal taxes and other taxes and levies in respect of the licensed premises/site/location will be paid by the Licenser/Second party alone.

## IX. NO ASSIGNMENT

The Second Party shall not sub-contract, transfer, assign or otherwise part with the Agreement or any part thereof, either directly or indirectly or transfer any interest, right, benefit or obligation under the Agreement/NIT.

## X. TERMINATION CLAUSE

- a) The First Party, may terminate this Agreement, without any cause, upon written notice to the Second Party thereof.
- b) First Party shall refund the security deposit without any interest, after deducting any dues including but not limited to (i) License Fees;

(ii) Electricity Charges; (iv) Water Charges; (v) CNG Charges and (vi) Cost of damages caused by the Second Party to the Property of the First Party or otherwise etc. from the Second Party within [insert months] months of the date of termination of the Agreement.

c) The First Party shall have no further obligations to Second Party after the termination. If the Second Party commits a breach of any of the terms and conditions herein contained in this Agreement, the Licensor/first party shall be at liberty to revoke this Agreement forthwith, and, without prejudice to any other right of the First Party in that behalf, to forfeit the security deposit either in whole or in part as it may deem fit. Except as stated in the preceding sentence, the security deposit will be refunded without any interest and after deducting any dues from the Second Party within [insert months] of the date of termination of this agreement. Further the First Party shall have right to deduct and adjust any amount towards any damage caused by the Second Party to the property of the First Party or otherwise.

d) The Second Party shall not terminate the License before the expiry of the period of the License except by giving [insert months] months advance notice in writing, in case the Second Party terminates or abandons the Licensed space/premise/site prior to the above said period of notice, the Second Party shall be liable to pay liquidated damages equivalent to the License Fee/Fee/consideration payable to the first party for the unexpired notice period.

e) In the case of such breach of the terms of this agreement as minor offences and complaints coming to its notice for which in the opinion of the First Party this Agreement need not be terminated, the First Party may at its discretion recover compensation [insert determined amount or mode to recover] from the Second Party. The decision of the First Party in this respect will be final and binding on the Second Party.

f) Any encroachment of area over and above the area allotted to the Second Party as per this agreement shall lead to termination of the agreement/contract forthwith.

g) In case, cheque bounce of the Second Party fee paid by the Licensee, the Second Party shall make good the payment within 15 days from the date of dishonouring, failing to which appropriate action will be taken which may include termination of License.

## XI. EFFECT OF TERMINATION

a) That upon termination of this Agreement by notice of either Party to the other, the Second Party/Successful bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to safeguard the interests of ITDC.

b) That immediately upon termination or early exist or expiration of this Agreement or upon written request of the ITDC/First Party, the Second Party/Successful bidder must return all confidential information, all documents or tangible/intangible media containing any such

confidential information, and any/all copies or extracts thereof in hard disk within [insert days] calendar days, and permanently erase any backups/ copies etc. of such material in intangible form under intimation/ confirmation in writing to ITDC.

c) In the event that ITDC terminates this Agreement pursuant to failure on the part of the Second Party/successful bidder to comply with the conditions as contained herein and depending on the event of default, the Performance Guarantee furnished by successful bidder may be forfeited; and

d) Upon termination of/from this Agreement, the Parties will comply with the Exit Management Schedule set out in tender [insert clause number].

## **XII. Penalties:**

In the event of the successful bidder or Licensee's failure to perform the duties and functions stipulated in the NIT/ Agreement/any subsequent agreement, if any, within the specified time, successful bidder or licensee may, without prejudice to its any other rights, impose the penalties tabulated below:

### **a. Minor Penalty:**

Act/Omission/Event	Minor Penalty
Taxes	Penalty decided by the statutory authority along with the interest computed by the Competent Authority.
Utility Bills (i.e. Electricity, water, etc.)	Actual outstanding of the bills along with the interest computed by the Competent Authority.
Comprehensive Insurance Policy	Bills will not be cleared by ITDC or licensee will be charged amount of 2% over and above of licensee fee per month till obtaining the policy.
Any other Act which Competent Authority consider appropriate.	As deemed suitable by the Competent Authority.

### **b. Major Penalty:**

Act/Omission/Event	Minor Penalty
Damage to the good will/reputation	As deemed appropriate by the Competent Authority
[For License Tender]: Non -payment of Licensee Fee for the1st instance:	Rs.1000/- per day or 1% of License Fee whichever is higher, along with 18% of simple interest.
[For License Tender]: Non -payment of Licensee Fee for the 2nd consecutive Month	Encashment of PDC as deemed appropriate by Management/competent authority. In an event of dishonor of the cheque, the same shall be made good within 15 days from the date of dishonor,
[For License Tender]: Non -payment of Licensee Fee for the 3rd consecutive Month	Immediate termination of the License followed by forfeiture of security deposit.
Breach of terms and conditions of NIT/ Agreement	As deemed appropriate by the Competent Authority.
Damage to property	To the extent of the damages and cost incurred for restoration and applicable Act.
Act of omission or commission including found intoxicated, causing accident or fire etc.	As deemed appropriate by the Competent Authority including forfeiture of security deposit, damages for restoring the same etc.

## **XIII. APPLICABLE LAWS**

The laws applicable to the law of land in India shall be applicable, as updated from time to time. Further, the parties shall comply with laws including but not limited to Digital Personal Data Protection Act, 2023, IT Act, [or insert any other applicable law as per the scope of work]

[For tenders: Public Premises (Eviction of Unauthorized occupants) Act, 1971] can be invoked by the Lessor/First Party in respect of the licensed premises/premise/ site the provision of the said Act shall apply.

## **XIV. DISPUTE RESOLUTION:**

a. In the event of any dispute and or difference arising between the parties out of or in connection with this

agreement, the Parties shall make endeavor to settle such dispute amicably.

- b. The Agreement shall be governed by and interpreted in accordance with the laws in force in India and Courts at Delhi shall have exclusive jurisdiction in all matters and to adjudicate any disputes arising out of this Agreement even for MSME entities.

OR

- c. Any dispute or difference relating to interpretation and application and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter-se and also between CPSE(s) and Government Department(s)/ Organization (s) (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments) shall be taken up by either party for its resolution through AMRCD only, as mentioned in the notification (DPE-05/0002/2023-AMRCD).

## XV. NOTICES

- a) That the powers conferred upon the First Party by this agreement, and all notices, consents directions and approvals to be given by the Management/Competent Authority of First party shall be in writing and may unless otherwise, expressly provided at any of the conditions aforesaid be exercised by [insert days] or any other officer so authorized for the purpose.
- b) Any notice to be served on the Second Party shall be deemed to be sufficiently served on the Second Party if delivered at the licensed space or sent by registered post addressed to the Second party at their registered office

or the last known place of business or residence of any of the partner of the firm/ proprietor of the firm or who are entering into the agreement. Any notice to be served on the First Party by the Second party shall be deemed to be sufficiently served if delivered under signatures in the Office of [insert name/designation].

- c) The period of notice under this Agreement will count from the date of issue of notice by either party.

## XVI. FORCE MAJEURE

If at any time during the existence of this agreement, neither party i.e Second Party or First Party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but not limited to (i) Natural disaster including fire, flood, explosion; , (ii) Govt Action like public disorder, riots, embargoes, acts of military authority, civil commotion, war, enemy actions, insurrections ; (iii) epidemics, (iv) acts of God; provided that the reason for such delay or non-performance is furnished in writing within reasonable time by either party i.e Second Party or First Party.

If a Force Majeure arises, the Second Party shall immediately notify First Party in writing of such condition and the cause thereof along with the government documentary proof of the same. Unless otherwise directed by First Party, the Second Party shall continue to perform its obligations under this agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Second

Party may be excused from performance of its obligations in whole or part, as per the discretion of First Party, as long as such causes, circumstances or events shall continue to prevent or delay such performance. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of this agreement.

## XVII. CONFIDENTIALITY

1. Second Party may not use, disclose or make available to any third party the First party's Confidential Information, unless such use or disclosure is done in accordance with the terms of this Agreement.
2. Second Party must hold the First Party's Confidential Information secure and in confidence, except to the extent that such Confidential Information:
  - a) is required to be disclosed according to the requirements of any law, judicial or legislative body or government agency; or
  - b) Was approved for release in writing by the First Party, but only to the extent of and subject to such conditions as may be imposed in such written authorisation.
3. Present clause will survive termination of this Agreement.

## XVIII. INDEMNIFICATION

The Second Party undertakes to fully indemnify and at all times keep First Party fully indemnified and harmless against any actions, sanctions, claims, losses, demands, expenses or costs whatsoever that First Party may incur and / or suffer on account of any default on the part of the Second Party in the discharge of its obligation under this agreement, including

but not limited to the claims, if any, third party brings a lawsuit or proceeding against First Party, then Second Party shall hold First Party harmless against any loss, damage, expense or cost, including reasonable advocates fees, arising from the claim or under any other circumstances. The provisions of the aforementioned indemnity clause shall survive the termination of this agreement.

## XIX. GENERAL CLAUSES

- a) Collaboration between the Parties: Both Parties agree to cooperate and act in good faith to achieve
- b) The licensed scheduled property/ premise/site will be used only for carrying on business and for no other illegal, immoral purpose.
- c) Licensed property/premise/site has normal electricity fittings and fixtures. If the Second party desires to have any additional fittings and fixtures, the Second party may do so at its cost and in compliance with the rules. The Second party shall remove such fittings and fixtures on the termination of this agreement failing which they shall be deemed to be the property of the First Party.

## XX. INTELLECTUAL PROPERTY

The Second party understands that all files/creative data/designs and work product etc., prepared by them at the expense of First Party or purchased by ITDC is the property of ITDC, ITDC shall be considered as Author of the same. Without ITDC's prior approval, the same may not be used by the Second party nor disclosed to others.

- b. The Second Party agrees that First Party owns all rights including copyrights, to material prepared by

First Party or by the Licensee on behalf of First Party during the currency of the Agreement pertaining directly or indirectly to First Party.

## XIX. WAIVER

The failure of either party i.e First Party or Second party to enforce or to exercise at any time or for any period, any term of or any right pursuant to this agreement/ NIT shall not be construed as a waiver of any such term or right and shall in no way affect that party's right later to enforce or exercise it.

## XXI. SEVERABILITY

The Parties recognize the uncertainty of the law with respect to certain provisions of this Agreement and expressly stipulate that this Agreement will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law.

To the extent that any provisions of this Agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Agreement or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Agreement will be unaffected.

## XXIII. CONSULTATION (IF APPLICABLE)

The Parties may consult and revise terms of the Agreement in the event of a substantial change in the laws, practice, market, or business condition affecting its operation.

## XXIV. ANTI-BRIBERY

a) Each party agrees not to engage in any corrupt, fraudulent, or unethical practices, including offering, promising, giving, or authorizing the

giving of money or anything of value;

- i. To any government official, employee of government-owned enterprise, political party or candidate,
- ii. To any commercial party or intermediary,
- iii. With an intent to influence any act, decision, or failure to act in violation of official duty or to obtain or retain business or an improper advantage.

b) Breach of this clause shall constitute a material breach of this Agreement.

## XXV. AMENDMENT/MODIFICATION TO THIS AGREEMENT

Any modification/further amendment of this agreement shall be in writing and signed by an authorized representative of first party and second party which shall form the part the existing agreement.

## XXVI. EXPIRATION OF AGREEMENT

Unless terminated earlier given this agreement shall expire at the end of such time period after the effective date as specified in the document or the extended period, if any.

## XXVII. ENTIRE AGREEMENT

All terms & conditions of NIT including LOI, Integrity Pact and all allied documents (referred or annexed) herewith shall also be deemed as part of this Agreement and will be binding on both the parties i.e ITDC and successful bidder. This Agreement contains the entire agreement between the Parties and supersedes any previous understanding, commitments or agreements, oral or written.

IN WITNESS WHEREOF the Parties hereto have signed this Agreement on the day, month and year first herein above written in the presence of the witnesses:

**FIRST PARTY/ LICENSOR**

India Tourism Development Corp Ltd

**SECOND PARTY/LICENSEE**

[NAME OF THE COMPANY]

WITNESSES:

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

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

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

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

SIGNATURE WITH RUBBER STAMP (ON EVERY SHEET)

## 20.b. SCHEDULE OF LICENSED PREMISES

Location	:	[insert location]
Size	:	Total area: [insert size] (As per AutoCAD Drawing)
Nature of Business permitted	:	Restaurant Having _____
Boundary	:	Within the area to be licensed out
Drawing	:	As enclosed

**20.c. AUTOCAD (MAP)**  
[Insert AutoCAD]

## Notes



INDIA TOURISM DEVELOPMENT CORPORATION







सालसे श्रेष्ठ आदित्य की ओर

भारत पर्यटन विकास निगम त्रि.

(भारत सरकार का उपकरण)

**India Tourism Development Corporation Ltd.**  
(A Government of India Undertaking)