



**भारत पर्यटन विकास निगम लिमिटेड**  
**India Tourism Development Corporation Limited**

(भारत सरकार का उपक्रम)  
(A Government of India Undertaking)

**Notice Inviting Tender (Short Term)**

**“Mobile Application & Website Designing, Creating,  
Developing, Hosting, Operating, Maintaining & Managing  
for an International Event of VIII BRICS International  
Competition Conference 2023”**

**October 11<sup>th</sup> – 13<sup>th</sup>, 2023 | Hotel The Ashok, New Delhi**

**Tender No. – ITDC/AE/CCI/2022-23**  
**Date – 30/12/2022**

Note: This document contains total 45 pages. No change in the document by the bidder is permissible. Each & every page of the bid / form / documents submitted should be signed & stamped by the authorized signatory. ITDC reserves the right to accept or reject any or all responses without assigning any reason whatsoever.

Any subsequent amendments / clarifications / corrigendum / time extension / revision etc. *if any*, will be uploaded / available on the website **[www.itdc.co.in](http://www.itdc.co.in)** only.

**अशोक समारोह प्रभाग | Ashok Events Division**

**[www.itdc.co.in](http://www.itdc.co.in)**

*Registered Office: SCOPE Complex, Core – 8, 6<sup>TH</sup> Floor, 7 Lodhi Road, New Delhi – 110003 INDIA*

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## **SUMMARY OF TENDER**

**Mobile Application & Website Designing, Creating, Developing, Hosting, Operating, Maintaining & Managing for an International Event of VIII BRICS International Competition Conference 2023 organized by Competition Commission of India – CCI, a Statutory Body under Ministry of Corporate Affairs, Government of India from October 11<sup>th</sup> – 13<sup>th</sup>, 2023 at Hotel The Ashok, New Delhi**

Estimated Tender Value	Rs. 3,50,000/- (Rupees Three Lakhs and Fifty Thousand only)
Earnest Money Deposit	Rs. 5,250/- (1.5% of Estimated Tender Value)
Performance Security Deposit	3% of Contract Value
Tender Announcement Date	30/12/2022 at 1000 Hrs.
Last Date and Time of bid submission	09/01/2023 (Till 1500 Hrs.)
Place of submission of Tender	India Tourism Development Corporation Limited Ashok Events Division (Near Convention Hall) Hotel The Ashok, 50-B Diplomatic Enclave, Niti Marg, Chanakyapuri, New Delhi - 110021
Opening of Technical Bids	10/01/2023 at 1100 Hrs.
Opening of Financial Bids	Will be informed separately to technically qualified bidders
Place of Opening of Tender	India Tourism Development Corporation Limited Ashok Events Division (Near Convention Hall) Hotel The Ashok, 50-B Diplomatic Enclave, Niti Marg, Chanakyapuri, New Delhi - 110021
Contact Person	Deputy General Manager Ashok Events Division India Tourism Development Corporation Limited Hotel The Ashok, 50-B Diplomatic Enclave, Niti Marg, Chanakyapuri, New Delhi - 110021 Tel No. 011-26872616

In case of insufficient response to the tender, the extension will be given as per the ITDC guidelines. All Corrigendum / extension regarding the tender shall be uploaded on [websitewww.itdc.co.in](http://www.itdc.co.in)

### **TENDER NOTICE**

**Tender No. – ITDC/AE/CCI/2022-23**

**Date – 30/12/2022**

**Mobile Application & Website Designing, Creating, Developing, Hosting, Operating, Maintaining & Managing for an International Event of VIII BRICS International Competition Conference 2023 organized by Competition Commission of India – CCI, a Statutory Body under Ministry of Corporate Affairs, Government of India from October 11<sup>th</sup> – 13<sup>th</sup>, 2023 at Hotel The Ashok, New Delhi**

Tenders are invited on behalf of Competition Commission of India – CCI, a Statutory Body under Ministry of Corporate Affairs, Government of India from well-established, experienced, professional & reputed IT firms of Indian origin having set-up in Delhi / NCR for Mobile Application & Website Designing, Creating, Developing, Hosting, Operating, Maintaining & Managing for an International Event of VIII BRICS International Competition Conference 2023 organized by Competition Commission of India – CCI, a Statutory Body under Ministry of Corporate Affairs, Government of India from October 11<sup>th</sup> – 13<sup>th</sup>, 2023 at Hotel The Ashok, New Delhi. The Mobile Application & Website / portal should be hosted on the cloud secured public domain so that it could be accessible from anywhere.

Agency with an experience of minimum 04 years as on 31<sup>st</sup> March 2022 having expertise in Mobile Application & Website Designing, Creating, Developing, Hosting, Operating, Maintaining & Managing are invited to bid for the tender. The agency will be fully responsible for Designing, Creating, Developing, Hosting, Operating, Maintaining & Managing the mobile application & website for VIII BRICS International Competition Conference 2023.

Only agencies / parties having Average Annual Turnover of **Rs. 6,00,000/- (Rupees Six Lakhs only)** in the relevant field of Mobile Application & Website Designing, Creating, Developing, Hosting, Operating, Maintaining & Managing during the last 3 financial years i.e. 2019-20, 2020-21 & 2021-22 need only apply.

The tendered Scope of Work should strictly comply with requirements / specifications given in the tender document. Incomplete / conditional offers shall be rejected outright. Tender document can be downloaded from the website [www.itdc.co.in](http://www.itdc.co.in)

For other Terms & Conditions please refer to the NIT document. The completed Bids (tender document), containing two hard copies (printed, signed and bound copies) and one soft copy (on a non-rewriteable CD/DVD/USB Flash Drive – An MS Word document (compatible with MS Word 2003 or above) or an Adobe Acrobat PDF (compatible with Adobe Acrobat Reader 3.0 or higher) of the bids, should be submitted in two-bid system of Technical & Financial Bids in two separate and sealed envelopes to be marked as **“Technical Proposal”** & **“Financial Proposal”** respectively.

Both the proposals are to be kept in a bigger sealed envelope super scribed with the title - **“Techno – Financial Bid for Mobile Application & Website Designing, Creating, Developing, Hosting, Operating, Maintaining & Managing for an International Event of VIII BRICS International Competition Conference 2023 organized by Competition Commission of India – CCI, a Statutory Body under Ministry of Corporate Affairs, Government of India from October 11<sup>th</sup> – 13<sup>th</sup>, 2023 at Hotel The Ashok, New Delhi”** and submit before the last date and time at the address mentioned above.

**Late Bids:** Any bid received after the last date and time for bid submission shall not be accepted. Bids received after the last date and time shall be summarily rejected.

### **BRIEF OF EVENT**

Competition Commission of India – CCI, a Statutory Body under Ministry of Corporate Affairs, Government of India is hosting an International Event of VIII BRICS International Competition Conference 2023 from October 11<sup>th</sup> – 13<sup>th</sup>, 2023 at Hotel The Ashok, New Delhi.

VII BRICS International Competition Conference was successfully held in China. The year 2023 will be the 17<sup>th</sup> anniversary of the establishment of the BRICS cooperation mechanism. The BRICS ICC is an important pragmatic event under the framework of the BRICS Leaders' Meeting. Since 2009, it has been held in the BRICS countries alternately every two years.

In accordance with the rotation mechanism of the conference, the VIII BRICS International Competition Conference will be held in India in 2023.

## **TENDER DOCUMENT**

### **1. Introduction:**

ITDC is a Government of India Undertaking. Ashok Events is Event Management Unit of ITDC, under the aegis of Ministry of Tourism, is in the field of providing various events related services for its Government clients. ITDC – Ashok Events rendered services to various Ministries / Departments / Government Institutions etc.

ITDC – Ashok Events is an official event manager for VIII BRICS International Competition Conference 2023 organized by Competition Commission of India – CCI, a Statutory Body under Ministry of Corporate Affairs, Government of India from October 11<sup>th</sup> – 13<sup>th</sup>, 2023 at Hotel The Ashok, New Delhi.

### **Earnest Money Deposit:**

1. The EMD amount of Rs. 5,250/- (Rupees Five Thousand Two Hundred and Fifty only) is refundable without interest to unsuccessful parties on finalization of contract, and has to be deposited electronically by NEFT / RTGS payment in the Account of ITDC – Ashok Events as per details given below: -
  - Bank: Central Bank of India
  - Branch: Hotel The Ashok, Chanakyapuri, New Delhi – 110021
  - IFSC Code: CBIN0280298
  - Bank Account No.:3723595824
2. Cost of money transfer, if any has to be borne by the bidder.
3. The technical bid submitted without EMD will be summarily rejected.
4. EMD (without interest) of unsuccessful bidders will be returned after the finalization / award of work.
5. EMD (without interest) of the successful bidder will be returned after the bidder has signed the contract agreement and furnished the required Performance Bank Guarantee / Performance Security / Security Deposit.
6. Agencies / Parties registered under MSME Act are exempted from payment of EMD deposit on submission of requisite documents during submission of bid.
7. The Bid Security / Earnest Money Deposit will be forfeited: -
  - a) If the bidder withdraws the bid after its submission during the period of bid validity; or
  - b) If the bidder fails to accept the purchaser's corrections of arithmetic errors in the bidder's bid (if any); or
  - c) If the successful bidder fails to sign the contract within 3 working days from letter of award; or
  - d) If the successful bidder fails to furnish the performance guarantee within 3 days of letter of award.
  - e) The bidder has to give their bank details in which their EMD amount is to be refunded electronically: -
    - i. Name of the Account Holder
    - ii. Bank A/c No.
    - iii. IFSC Code
    - iv. Bank Name and Branch

Agencies / Parties registered as Micro and Small Enterprises under MSME Act are exempted from payment of EMD deposit on submission of requisite documents issued by concerned authorities, during submission of bid. Such exemptions will be allowed strictly as per the M.S.M.E. guidelines in force. Such exemptions will be given strictly as per MSME act in force and as amended from time to time. MSME registration should be in relevant trade /

activities. However, MSME exempted bidders need to pay the performance security deposit in case of award of contract.

## **2. Scope of Work:**

- a. Mobile Application (iOS & Android) & Website Development on Hypertext Transfer Protocol Secure encryption. Hosting Platform, Server Specifications & Backup Services.
- b. Mobile Application (iOS & Android) & Website Designing, HTML Development & Programming. Easy navigation and interlinking of the pages & contents.
- c. Testing of the Mobile Application (iOS & Android) & Website. Fast loading experience.
- d. Mobile Application (iOS & Android) & Website maintenance.
- e. Planning & Data Analytics. Website should be Modern User Interface (UI) with 100% mobile compatible. Should be responsive to work perfectly on all devices (Desktop, Laptop, Smartphones - (iOS & Android), Tablets etc. and popular operating systems (e.g. Windows, Linux etc.). Website should be compatible for accessibility from any device, any operating system & any browser.
- f. Graphic Layout & creation of database application.
- g. Mobile Application (iOS & Android) & Website uploading & updating.
- h. Online registration of the delegates / participants.
- i. Maintenance & operations of the Mobile Application (iOS & Android) & Website till 31/12/2025.
- j. Mobile Application (iOS & Android) & Website hosting & domain till 31/12/2025.
- k. Deployment of executives at CCI's office for smooth functioning & better co-ordination.
- l. Overall smooth functioning of the Mobile Application (iOS & Android) & Website including onsite support.
- m. Content Management.
- n. Provision to upload multimedia content with secure login.
- o. 24 X 7 help desk support.
- p. Platform should be auto scalability based on the incoming traffic.
- q. Provide customizable dashboards as part of MIS.
- r. Provide required data and reports for records.
- s. Ensure adequate data security and privacy considerations.
- t. Ensure full security of the data of delegates.
- u. Alert / Notification and Social Media Integration.
- v. Facilitate integrated outreach of the event with Social Media Platforms viz YouTube, Facebook, Twitter, Instagram etc.
- w. Website should be running on SSL i.e. http request should automatically get redirected to https.
- x. Mobile Application should include features: Interactive Agenda, Presentations / Sessions / Speakers, Add to My Calender, Venue Map, Session Materials (pdf, ppt, doc), Feedback Surveys, Notifications, Sponsors, Exhibitors Directory, City Guide, Attendee Directory, Analytics etc.

## **3. User Management System / Registration:**

- a. Agency has to develop mechanism where the daily participants / visitors can be tracked.
- b. Online registration form should contain all the relevant details of the delegates / participants. Mechanism should be developed where all possible analytics can be fetched / downloaded in MS Excel format



- c. Provide necessary technical assistance & guidance to CCI in preparing & uploading profiles, brochures, collaterals, videos & event related information to send to delegates etc.
- d. Live Alerts of the event in form of notifications for day to day activities.

#### **4. Operations & Maintenance:**

The operation and maintenance phase shall begin post acceptance of the responsive platform as described. However, agency needs to ensure that in case there are any new changes or addition of features with respect to the Mobile Application & Website; content management system has to be taken into consideration without any extra cost. Some of the key services to be provided by the agency are:

- a. Operations, Maintenance and support must be provided for entire duration of event.
- b. No extra cost shall be paid for supply, installation and implementation, update / upgradation of any software / device including hiring of cloud, hosting, secured public domain, its security and going live of the mobile application & website / portal whichever is necessary for platform optimum functioning.
- c. Operations rectify errors, bugs fix and incorporate changes suggested providing timely resolution of reported incidents shall be carried out by agency.
- d. End to end management of various instances of mobile application & website and servers to ensure smooth functioning & all features embedded.
- e. Extract the log reports, study, draw logical conclusions, do fixes and then submit the final report.
- f. Agency shall manage the servers on end-to-end basis like server administration, performance tuning and software support and upkeep of the server etc.
- g. Platforms administration, support and maintenance throughout the project period.
- h. For the entire maintenance phase, agency shall perform periodic performance, security and vulnerability assessments of the entire solution and provide necessary solutions to fix them.
- i. Agency to define & develop means of mobile application & website restore & backup in occurrence of environment maintenance, system reboot or any other event which may call for the activity.
- j. Maintain configuration management of entire solution.
- k. Provide all deliverables to the ITDC – Ashok Events / Principal organizer in an appropriate device.
- l. Transfer ownership of all source code / data to ITDC – Ashok Events / Principal Organizer that has been developed as part of Implementation, monitoring, maintenance or otherwise.
- m. Agency will be required to provide daily performance reports showing health of system operations.
- n. In addition to the above, propose and implement new & innovative ideas and features in the platform to enhance the user experience.

#### **5. Tender Validity:**

Period of validity of the tender is **90** days from the closing date of the proposals. A bid response valid for a shorter period may be rejected as non-responsive.

#### **6. Submission of Bids:**

Technical & Financial Bids

The completed Bids (tender document), containing two hard copies (printed, signed and



bound copies) and one soft copy (on a non-rewriteable CD/DVD/USB Flash Drive – An MS Word document (compatible with MS Word 2003 or above) or an Adobe Acrobat PDF (compatible with Adobe Acrobat Reader 3.0 or higher) of the bids, should be submitted in two-bid system of Technical & Financial Bids in two separate and sealed envelopes to be marked as **“Technical Proposal”** & **“Financial Proposal”** respectively.

Both the proposals are to be kept in a bigger sealed envelope super scribed with the title - **“Techno – Financial Bid for Mobile Application & Website Designing, Creating, Developing, Hosting, Operating, Maintaining & Managing for an International Event of VIII BRICS International Competition Conference 2023 organized by Competition Commission of India – CCI, a Statutory Body under Ministry of Corporate Affairs, Government of India from October 11<sup>th</sup> – 13<sup>th</sup>, 2023 at Hotel The Ashok, New Delhi”** and submit before the last date and time at the address mentioned below: -

India Tourism Development Corporation Limited  
Ashok Events Division  
(Near Convention Hall)  
Hotel The Ashok,  
50-B Diplomatic Enclave,  
Niti Marg, Chanakyapuri,  
New Delhi - 110021

Financial Bid should be submitted as per the prescribed format. The amount quoted should be exclusive of applicable GST. The agency shall give the pricing in the price bid (In INR) as a total composite price inclusive of all levies, duties, taxes, royalties etc. {excluding Goods & Services Tax (GST)}. No extra taxes over and above the total amount specified in the Financial Proposal will be paid to the successful bidder.

#### **7. Technical Criteria for Bidders:**

The bidder should be fulfilling the following technical parameters and must also submit documentary evidence in support of fulfilment of these conditions while submitting the bid.

<b>S. No.</b>	<b>Description</b>	<b>Specific Requirement</b>	<b>Documentary Evidence</b>
01	Tender Document	Tender Document: Signed & Stamped	Signed and Stamped Tender Document to be submitted
02	EMD / MSME	Earnest Money Deposit / Valid MSME Certificate	EMD Transaction Details / Valid MSME Certificate
03	Power of Attorney	The bidder shall submit a Power of Attorney; authorizing the signatory to sign and execute the contract in case the bid is signed by a person other than Proprietor / Partner / Director.	Annexure – II
04	Black Listing	Bidder has to submit an Undertaking on Rs. 100/- Non-Judicial Stamp Paper duly notarized by the Notary Public	Annexure – III

		to the effect that his Company / Partnership / Sole Proprietorship as the case may be, is not barred / blacklisted / banned by ITDC or any entity or Government of India or GNCTD or by any State Government / Central Government / Departments / Agencies / PSU's in India as on bid calling date or during last 3 years before participation in the tender. In case of submission of false / fake declaration (found during any stage of the tender i.e. before, after and during execution) in order to secure the contract or in furtherance to secure it, an action shall be taken as per NIT.	
05	Organization Structure	Organizational Structure of Firm, Sister Concerns, List of Branch Office's details including office details at Delhi / NCR, Name of Directors / Proprietor / Partners with technical staff & infrastructure related details needs to be provided.	Annexure – IV
06	Legal Entity	<p>Agency with an experience of minimum 04 years as on 31<sup>st</sup> March 2022 having expertise in Mobile Application &amp; Website Designing, Creating, Developing, Hosting, Operating, Maintaining &amp; Managing are invited to bid for the tender.</p> <p>The bidder should be a company registered under Indian Companies Act 1956 (New Act 2013) or a partnership firm registered under Indian Partnership Act, 1932 or a Proprietorship firm. Consortium of entities is not permitted.</p>	In case of companies, a Memorandum of Association & Articles of Association must be provided. In case of partnership, duly registered Partnership deed must be provided.
07	Tax Registration	The bidder should have a registered number of:	Copy of valid PAN No. and proof of Goods & Services Tax

		i. Goods & Services Tax (GST) ii. PAN	(GST) Registration
08	Balance Sheet / P&L Statement	The bidders should submit Audited Balance Sheet, Statement of Profit & Loss for the 3 financial years i.e. 2019-20, 2020-21 & 2021-22.	Audited Balance Sheet, Statement of Profit & Loss for the 3 financial years
09	ITR	ITR for the 3 financial years 2019-20, 2020-21 & 2021-22. (Assessment years 2020-21, 2021-22 & 2022-23).	Copy of ITR for the required financial years / Assessment years to be uploaded
10	Turnover	Average Annual Turnover of the bidder should be minimum of <b>Rs. 6,00,000/-</b> in the relevant field of Mobile Application & Website Designing, Creating, Developing, Hosting, Operating, Maintaining & Managing during the 3 financial years i.e. 2019-20, 2020-21 & 2021-22.	Certificate from a firm of Chartered Accountant stating the total turnover from mobile application & website / Portal related works.
11	Work Experience	Minimum of Eight (08) Mobile Applications / Websites prepared by the agency in last 04 years as on 31/03/2022.	Documents in support of work experience (Work Order / Tax Invoice)
12	Pre Contract Integrity Pact	Technical Proposal Submission Form (Pre Contract Integrity Pact)	Annexure – V

#### 8. Financial Bid:

The financial bid should include: -

- The rate quoted shall be inclusive of all cost and nothing extra shall be payable on any account. The financial bid shall not include the GST & GST Cess (if applicable) herein after termed as GST.
- The rates quoted will be firm and fixed for this project. At no point of time, any deviation from the quoted rate shall be entertained by ITDC - Ashok Events.
- Rates of GST to be indicated separately in the financial bid.
- Rates in the Financial Bid shall not include any conditions attached to it and if any such condition is found, the financial proposal shall be rejected out rightly.
- ITDC - Ashok Events Division will evaluate and compare only those bids that are substantially responsive in accordance with NIT terms.
- In preparing the Financial Proposal, the prospective agencies are expected to take into account the requirements and conditions outlined in the tender document.
- The contract will be awarded to the overall lowest bidder (L-1).

- h. ITDC - Ashok Events Division reserves the right, at any time and in its absolute discretion, accept or reject Proposals, and to suspend, discontinue, modify and / or terminate the tender process at any time.

#### **9. Payment Terms:**

- a. No Advance payment will be made.
- b. Successful bidder shall submit to ITDC the GST compliant tax invoice / debit note / revised tax invoice. GST charged in the tax invoice / debit note / revised tax invoice by the bidder shall be released separately to the bidder only after bidder files the onward supply details in GSTR-1 on GSTN portal and Reconciliation of inward supply is done by ITDC with corresponding details of outward supply of bidder and bidder accept the changes made by ITDC and has paid the GST at the time of filling the monthly return.
- c. The bill to be submitted to ITDC – Ashok Events Division within 15 days of successful completion of event.
- d. All payments will be made after successful completion of the event to the entire satisfaction of ITDC - Ashok Events and Principal Organizers i.e. CCI and after receipt of payment received by ITDC-Ashok Events from CCI.
- e. Penalty Clause: For delay in delivery of the goods / services or deficient services as per the requirements indicated by ITDC-Ashok Events, ITDC-Ashok Events reserves the right to impose penalty on the supplier as deemed appropriate.
- f. As per law of land, statutory deduction like income tax / tax deduction at Source (TDS) under GST (as & when applicable) etc. shall be made from the bidder bill as applicable.

#### **10. Integrity Pact:**

The prospective bidders are required to submit the duly filled, stamped and signed Integrity pact as per the format given in Annexure V along with their Technical Bid on Non-Judicial Stamp Paper of Rs. 100/- or the amount as may be applicable in the respective state whichever is higher. The cost of stamp paper is to be borne by the bidder.

In case the bidder wants an original copy of Integrity pact for reference / record, they will have to submit two sets of integrity pact on Non-Judicial Stamp Paper of Rs. 100/- or the amount as may be applicable in the respective state from where the bidder's registered office / headquarter operates - whichever is higher. The cost of stamp paper is to be borne by the bidder.

The details of Independent External Monitors (IEMs) appointed by ITDC is given below:

1. Smt. Meenakshi Mishra, IA&AS (Retd.)  
Email: pcmishra@hotmail.com

2. Shri M. Akhaya, IPS (Retd.)  
Email: akhaya61@gmail.com

#### **11. Contract Obligations:**

- a. If after the award of the contract the bidder does not sign the agreement or fails to furnish the performance guarantee within 03 (three) working days, the ITDC reserves the right to cancel the contract and apply all remedies available under the terms and

conditions of this document.

- b. The selected bidder shall submit Performance Security Deposit equal to **3%** of the contract price (inclusive of all taxes etc.) to the ITDC-Ashok Events at the time of signing of Agreement. Such amount may be deposited by way of Demand Draft / RTGS or through Bank Guarantee as per the given format and shall be issued from any Scheduled Bank. (Refer Annexure VIII)
- c. This Bank Guarantee shall be irrevocable and remain in full force for a period of one year from the Proposal Due Date or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid. Any request in respect of foreclosure of bank Guarantee will not be entertained.
- d. In case successful bidder does not perform the work at all, or he shuts down the services of event before the duration, as agreed upon, the amount of performance guarantee shall be forfeited and the agency shall be blacklisted. It may also result into heavy penalty as may be decided by ITDC Ltd. / authorities. Further, ITDC Ltd. reserves the right to hire the services from other party and get the work at the risk and cost of the successful bidder.
- e. The successful bidder is required to enter into an agreement with ITDC Ltd. (Refer Annexure VII) immediately within 03 (three) days after issue of Letter of Intent / award of work.

#### **12. Forfeiting of EMD / Security Deposit / Bank Guarantee:**

- a. If bidder fails to sign the contract / agreement immediately within the prescribed time shall empower ITDC to cancel the LOI and take appropriate action against the bidder including blacklisting of the bidder.
- b. Successful bidder shall be required to give satisfactory assurance of its ability and intention to complete the works pursuant to give the contract, within the time set forth therein and according to the terms, conditions and specifications of contract. Failing to which, shall lead to forfeit of performance security deposit.
- c. The security deposit may be forfeited in case of but not limited to:
  - i. In case of complaints in regards to poor performance or non-performance of facilities as mentioned in tender document.
  - ii. In case of any damage to ITDC / National property.
  - iii. In case of Termination of Contract by ITDC for any breach of contract mentioned in this document/agreement.
  - iv. In case, if bidder does not perform the said work at all, or delays in handing over of the project or bidder shuts down the services before the duration as agreed upon, the amount of security deposit/bank guarantee shall be forfeited and the bidder shall be blacklisted. It may also result into heavy penalty as decided by ITDC.

#### **13. Indemnification:**

The bidder will protect the interest of ITDC Ltd. / CCI and indemnify for any liability towards third party on account of any claim thereof arising out of any eventuality.

The successful bidder shall indemnify the ITDC from any direct or indirect losses suffered by ITDC due to non-compliance of the provisions / requirement of Goods and Services Tax Act in force and amended from time to time.

The vendor shall ensure the compliance of the followings also:

- a. The bidder shall ensure to pass the benefits accrued due to the GST to the ITDC which ultimately is to be passed to the final consumer. In contingency of any legal proceedings / action taken by the tax authorities for non-compliance of anti-profiteering clause by the bidder. The bidder indemnifies the ITDC from any losses monetary or otherwise suffered on account of non-compliance of anti-profiteering clause by the bidder.
- b. The bidder shall indemnify the ITDC from any direct or indirect losses suffered by the ITDC due to non-compliance on part of bidder under GST Act, which adversely affects the GSTN rating of ITDC.
- c. In case of any non-compliance by the bidder which results into loss of the input tax credit under GST Law to ITDC, the bidder shall pay ITDC an amount equal to lost input tax credit along with interest / penalties or any other monetary loss suffered because of such non-compliance under GST Act.
- d. Bidder indemnifies the ITDC against any loss monetary or otherwise arising due to legal proceedings initiated by the tax authorities as a result of non-compliance / default in paying tax by ITDC. Bidder shall indemnify ITDC in respect of the recourse action in case of "BLACK LISTING" under the "Compliance Rating Score" mechanism due to non-compliance/default by bidder.
- e. In case of any new tax / levy / duty etc. becomes applicable after the date of bidder's offer but before opening of the price bid, the bidder / contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the Price Bid will not be considered by ITDC for reimbursement of tax or reassessment of offer.
- f. If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by bidder for providing the services i.e. Goods & Services Tax (GST) or any such Applicable Law / Tax etc., from time to time, which increases or decrease the cost incurred by the bidder in performing the services, then the remuneration otherwise payable to the bidder under this contract shall be increased or decreased accordingly by agreement between the Parties hereto.

#### **14. Bidder as Sub-Contractor:**

The bidder shall not be sub-contractor of another bidder at the bidding stage.

#### **15. Disclaimer:**

- a. The tender document is neither an agreement nor an offer by India Tourism Development Corporation Ltd. (herein referred to as ITDC Ltd.) to the prospective bidders. The purpose of this document is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this document.
- b. ITDC Ltd. does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this tender document and it is not possible for ITDC Ltd. to consider particular needs of each party who read or use this tender document. This tender document includes statements which reflect various assumptions and assessments arrived at by ITDC Ltd. in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. Each prospective bidder should conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information provided in this tender document and obtains independent advice from appropriate sources.



- c. ITDC Ltd. will not have any liability to any prospective bidder under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this tender document, any matter deemed to form part of this tender document, the award of the Assignment, the information and any other information supplied by or on behalf of ITDC Ltd. or their employees, any Agency or otherwise arising in any way from the selection process for the Assignment. ITDC Ltd. will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon any statements contained in this tender document.
- d. ITDC Ltd. will not be responsible for any delay in receiving the proposals. The issue of this tender document does not imply that ITDC Ltd. is bound to select a bidder or to appoint the selected bidder, as the case may be, for the services and ITDC Ltd. reserves the right to accept / reject any or all of proposals submitted in response to this tender document at any stage without assigning any reasons whatsoever. The ITDC Ltd. also reserves the right to withhold or withdraw the process at any stage without assigning any reason whatsoever.
- e. The information given in this tender document is not exhaustive on account of statutory requirements and should not be regarded as complete or authoritative statement of law. ITDC Ltd. accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- f. ITDC Ltd. reserves the right to change/ modify / amend any or all provisions of this tender document. Such revisions to the tender document / amended tender document will be made available on the website of India Tourism Development Corporation Ltd i.e. [www.itdc.co.in](http://www.itdc.co.in)

#### **16. Termination:**

By the ITDC Ltd.: The ITDC Ltd. may terminate this Work Order, written notice of termination to the Agency, to be given after the occurrence of any of the events specified in this clause:

- a. If the Agency do not remedy a failure in the performance of their obligations under the Work Order on immediate basis.
- b. If the Agency become insolvent or bankrupt;
- c. If, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a reasonable period in view of the nature of event.
- d. If the Agency submits to the ITDC Ltd. a false statement which has a material effect on the rights, obligations or interests of the ITDC Ltd.
- e. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the ITDC Ltd;
- f. If the Agency, in the judgment of the ITDC Ltd. has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Work order.

#### **17. Obligations of the Agency:**

General: The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Agency shall always act, in respect of any matter relating to this Work Order or to the Services, as faithful advisers to the ITDC Ltd., and shall at all times support and safeguard the ITDC's legitimate interests in any dealings with Sub-consultants or third parties.

#### **18. Conflict of Interest:**



Prohibition of Conflicting Activities: Neither the Agency nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a. During the term of this Work Order, any business or professional activities which would conflict with the activities assigned to them under this Work Order; and
- b. After the termination of this Work Order, such other activities as may be specified.

#### **19. Documents:**

Documents Prepared by the Agency to be the Property of the ITDC Ltd.: All designs, reports, other documents and software submitted by the Agency pursuant to this Work Order shall become and remain the property of the ITDC Ltd., and the Agency shall, not later than upon termination or expiration of this Work Order, deliver all such documents and software to the ITDC Ltd., together with a detailed inventory thereof. The Agency may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in this Work Order.

#### **20. Liability of the Agency:**

Subject to additional provisions, if any, in this Work Order the Agency's liability under this Work order shall be as provided by the Applicable Law.

#### **21. Settlement of Disputes:**

Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Work Order or its interpretation.

#### **22. Responsibility for Accuracy of Tender Documents:**

The Agency shall be responsible for accuracy of the estimate and all other details prepared by him as part of these services. He shall indemnify the ITDC against any inaccuracy in the work, which might surface during implementation of the project.

#### **23. Confidentiality:**

Information relating to evaluation of proposals and recommendations concerning grant of the Work Order shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been given the Work Order.

#### **24. Governing Laws, Jurisdiction & Dispute Resolution:**

In the event any dispute and or difference arises between the parties out of or in connection with this Agreement / contract, the Parties hereto shall make an endeavour to settle such dispute amicably.

This 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 settle any disputes arising out of this Agreement / contract.

#### **25. Arbitration:**

In the event of any dispute or difference arising out or touching to this agreement / contract and/ or in relation to the implementation or interpretation hereof, the same shall be resolved

initially by mutual discussion and conciliation but in the event of failure thereof the same shall be referred to the Chairman & Managing Director of the India Tourism Development Corporation Limited (ITDC Ltd.) as per the provisions of the Arbitration & Conciliation Act 1996 (as amended from time to time) for appointment of Sole Arbitrator. The sole arbitrator so appointed shall not have any direct / indirect of any past / present relationship or interest with any of the parties. The venue of arbitration shall be at Delhi.



**ANNEXURE – I**

**EMD REFUND FORM**  
(On Company's Letter Head)

Date:

To,  
General Manager  
Ashok Events Division  
India Tourism Development Corporation Limited  
Hotel The Ashok,  
50-B Diplomatic Enclave,  
Chanakyapuri, New Delhi – 110021

Ref: Tender No. – ITDC/AE/CCI/2022-23

Mobile Application & Website Designing, Creating, Developing, Hosting, Operating, Maintaining & Managing for an International Event of VIII BRICS International Competition Conference 2023 organized by Competition Commission of India – CCI, a Statutory Body under Ministry of Corporate Affairs, Government of India from October 11<sup>th</sup> – 13<sup>th</sup>, 2023 at Hotel The Ashok, New Delhi

**Details of the bidder:**

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

**Details of EMD submitted:**

UTR No.:  
Date:

**Particulars for online EMD Refund:** (Please attach a copy of cancelled cheque)

Name of Bank:  
Branch name & Address:  
IFSC Code:  
Account No.:  
Account Type:

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

Name of Bidder:  
Signature of the Bidder with Seal

## ANNEXURE – II

### GENERAL POWER OF ATTORNEY

(To be executed on Non Judicial Stamp Paper of Rs. 100/- or the amount as may be applicable in the respective state – whichever is higher. Duly notarized by Notary Public)

### **GENERAL POWER OF ATTORNEY**

Be it known all to whom it concerns that:

I/We all the Partners/Directors/Board members/trustees/Executive council members/proprietors/Leaders of M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ hereby appoint Shri \_\_\_\_\_ S/o \_\_\_\_\_ residing at \_\_\_\_\_ as my/our attorney to act my/our name and on behalf and sign and execute all Documents/Agreements binding the firm for all contractual obligations (including reference of cases to arbitrators) arising out of contracts to be entered into by the company/Corporation/Society/trust/firm with the ITDC in connection with its Tender No. \_\_\_\_\_ Dated \_\_\_\_\_ due for opening on \_\_\_\_\_. In short, he is fully authorized to do all, each and everything requisite for the above purpose concerning M/s \_\_\_\_\_ and I/We hereby agree to confirm and ratify his all and every act of this or any documents executed by my/our said Attorney within the scope of the authority hereby conferred on him including references of cases to arbitration and the same shall be binding on me/us and my/our company/Corporation/society /trust/firm as if the same were executed by me/us individually or jointly.

Witness (with address) Signature of the Partners/Directors/Board members/trustees/Executive council members/proprietors/Leaders

- 1.
- 2.
- 3.

ATTESTED ACCEPTED

Signature: (Seal and Signature of Signatory of Tender offer of the company/Corporation/society/trust/firm)

### **ANNEXURE – III**

#### **UNDERTAKING OF NOT BLACKLISTED**

(To be executed on Non Judicial Stamp Paper of Rs. 100/- or the amount as may be applicable in the respective state – whichever is higher. Duly notarized by Notary Public)

Date:

To,  
General Manager  
Ashok Events Division  
India Tourism Development Corporation Limited  
Hotel The Ashok,  
50-B Diplomatic Enclave,  
Chanakyapuri, New Delhi – 110021

Dear Sir,

This is to undertake and declare that our company / proprietorship / partnership firm\_\_\_\_\_ is not barred / blacklisted / banned by ITDC or any entity or Government of India or GNCTD or by any State Government / Central Government / Departments / Agencies / PSU's in India as on bid calling date or during last 3 years before participation in the tender for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices and also during last 3 years before participation in the tender.

I / We further undertake that, in case of submission of false / fake declaration (found during any stage of the tender i.e. before, after and during execution) in order to secure the contract or in furtherance to secure it, an action shall be taken as per NIT.

We further undertake that concealment of facts shall not only lead to cancellation of the bid / order, but may also warrant legal action.

Name of Bidder:

Signature of the Bidder with Seal

## **ANNEXURE – IV**

### **OVERALL ORGANISATION STRUCTURE**

(On Company's Letter Head)

- Overall organization chart of the company showing position of Managing Directors / Directors / Proprietor / Partners and Senior Officials of the organization
- Give list of Project Team Members: Technical and Non-Technical employees, Infrastructure Details.
- Give list of sister-concerns, Branch Offices including office details at Delhi / NCR

## ANNEXURE – V

### **TECHNICAL PROPOSAL SUBMISSION FORM**

(To be executed on Non Judicial Stamp Paper of Rs. 100/- or the amount as may be applicable in the respective state – whichever is higher. Duly notarized by Notary Public)

\_\_\_\_\_(Location)  
\_\_\_\_\_(Date)

From: (Name & Address of the Bidder)

To,  
General Manager  
Ashok Events Division  
India Tourism Development Corporation Limited  
Hotel The Ashok,  
50-B Diplomatic Enclave,  
Chanakyapuri, New Delhi – 110021

**Subject: Tender for Mobile Application & Website Designing, Creating, Developing, Hosting, Operating, Maintaining & Managing for an International Event of VIII BRICS International Competition Conference 2023 organized by Competition Commission of India – CCI, a Statutory Body under Ministry of Corporate Affairs, Government of India from October 11<sup>th</sup> – 13<sup>th</sup>, 2023 at Hotel The Ashok, New Delhi**

**Tender No. – ITDC/AE/CCI/2022-23**  
**Date – 30/12/2022**

We, the undersigned, having read and examined in detail all the bid documents of the subject tender, do propose hereby to provide all services as mentioned in the subject tender for India Tourism Development Corporation Limited.

We declare that all the services will be performed strictly in accordance with the bid documents irrespective of whatever has been stated to the contrary anywhere in our bid.

We confirm having submitted the information as required in the tender document. In case any further clarification / documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time.

We hereby declare that, in case the contract is awarded to us, we shall submit the contract Performance Security Deposit..

We undertake to indemnify you, and keep you indemnified against all the costs, losses, claims, actions, demands, risks, damages, expenses etc. that you may suffer or incur in this connection.

We state that we have not been debarred or blacklisted by any Central Government Ministry, Department, CPSEs or State Government Department as on bid calling date for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices.

Our Proposal is binding upon us and subject to modifications resulting from contract negotiations, up to expiration of validity period of proposal. We undertake that, in competing for (& if award is made to us, in executing) the above contract, we will strictly observe the



laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988". We understand you are not bound to accept any proposal you receive.

Yours Sincerely,

(Authorized Signatory)

Name and Title of Signatory:

Name of Firm:

Address:

### **PRE CONTRACT INTEGRITY PACT**

General

This Integrity Pact / Pre-Contract Agreement (hereinafter referred to as the Agreement) is made on this \_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_\_\_

Between

India Tourism Development Corporation Limited (hereinafter referred to as ITDC is a Government of India Undertaking) a company duly incorporated and existing under the provisions of the Companies Act, 1956, having its registered office at SCOPE Complex, Core-8, 6<sup>th</sup> Floor, 7 Lodhi Road, New Delhi-110003 (hereinafter referred to as the Principal, which expression shall unless repugnant to the meaning of context hereof include its successors and permitted assigns).

And

M/s. \_\_\_\_\_ (name and address of the Individual/firm/company/consortium members) through \_\_\_\_\_ [mention details of the duly authorized signatory] (hereinafter referred to as the Bidder/Contractor which expression shall unless repugnant to the meaning of context hereof include its successors and permitted assigns).

### **Preamble**

Whereas, the Principal has floated a Tender \_\_\_\_\_ [Tender No.] (hereinafter referred to as Tender) and intends to award under laid down procedures, contract(s)/purchase order/work order/ for \_\_\_\_\_ [name of the contract/order] or items covered under the tender (hereinafter referred to as the Contract).

Whereas, 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).

Whereas, in order to achieve these goals, the Principal has appointed competent and credible Independent External Monitors (IEM's) for this Pact after approval of Central Vigilance Commission.

Whereas to meet the aforesaid purpose both parties have agreed to enter into this Integrity Pact (hereinafter referred to as the Agreement), the terms and conditions of which, shall be

read as an integral part of the tender document and contract between the parties.

Now, Therefore, in consideration of the mutual covenants contained in this Pact, both parties hereby agree as follows:-

### **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) 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 persons.

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)**

The Bidder(s)/Contractor(s) commit them self to take all measures necessary to prevent corruption.

1. The bidder(s)/Contractors(s) commit them self to observe the following principles during participation in the tender process and 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 of any kind whatsoever during the tender process 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. And the details as mentioned in the 'Guidelines on Indian Agents of Foreign suppliers' shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupee only.

In a tender, either the Indian Agent on behalf of the Principal/OEM or the Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payment made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s)/Contractors who have signed the integrity pact shall not approach the courts while representing the matter to IEM's and shall wait for their decision in the matter.

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 terminate the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression and action will be taken as per the procedure prescribed in the "Guidelines on banning of business dealings" of the Principal.

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

Without prejudice to any rights that may be available to the Principal under law or Contract or its established policies and laid down procedures, the Principal shall have the following rights in case of breach of this Agreement by the Bidder(s)/Contractor(s).

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 the Earnest Money Deposit / Bid Security Amount of the Bidder/Contractor.

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 or action can be taken as per the as per the procedure mentioned in the "Guidelines on Banning of business dealings" of the Principal.

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

1. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor(s).

2. The Principal will enter into Agreements with identical conditions as this one with all bidders, contractors.

3. The Principal will disqualify from the tender process all bidders who do not sign and submit this Integrity Pact along with their Technical Bid for this Tender or violate its provisions at any stage of the tender process.

#### **Section 7: Violations of the Integrity Pact**

If the Principal obtains knowledge of conduct of a Bidder, Contractor, or of an employee or a representative or an associate of a Bidder, Contractor which 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 (IEM)**

1. The Principal will appoint competent and credible Independent External Monitor for this Pact after approval of Central Vigilance Commission.

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. The monitor would have access to all contract documents whenever required. It will be obligatory for him/her to treat the information and documents of the bidders/contractors as confidential. He/she reports to the C&MD, ITDC.

3. The Bidder/Contractor accepts that the Monitor has the right to access without restriction to all project documentation of the principal including that provided by the contractor. The contractor will also grant the monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to sub-contractors (if any).

4. The Monitor is under contractual obligation to treat the information and documents of the Bidders(s)/ contractor(s)/ sub-contractors(s) with confidentiality. The monitor has also signed declarations on 'Non- Disclosure of Confidential Information' and of 'Absence of conflict of interest'. In case of any conflict of interest arising at a later date, the IEM shall inform C&MD (ITDC) and recues himself/herself from that case.

5. 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.

6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she 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 nonbinding 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.

7. The Monitor will submit a written report to the C&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.

8. If the Monitor has reported to the C&MD, ITDC, a substantiated suspicion of an offence under relevant IPC/PC Act, and the C&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.

9. The word 'Monitor' would include both singular and plural.

### **Section 9 - Pact Duration**

1. This pact begins when both parties have signed this Agreement. It expires for the Contractor 12 months after the last payment under the contract and for all other bidders 6 months after the contract has been awarded.

2. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

### **Section 10 - Other provisions**

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

2. Changes and supplements, as well as termination notices need to be made in writing. Side agreements have not been made.

3. This agreement must be signed by the duly authorized signatory only. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members. In case of any change in partnership/consortium the new partner or member will have to sign this document.

4. 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.

5. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

6. In the event of any contradiction between this Agreement and its annexure, the clause of the Agreement will prevail.

For the sake of brevity, both the parties agree that this Agreement will have precedence over

the Tender/Contract documents with regard to any of the provisions covered in this Agreement.

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

\_\_\_\_\_  
(For & on behalf of the Bidder)  
(Office Seal)

Place: \_\_\_\_\_

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

**Witness-1**

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

Name & Address: \_\_\_\_\_

**Witness-2**

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

Name & Address: \_\_\_\_\_

**ANNEXURE – VI**

**FINANCIAL BID SUBMISSION**

(On Company's Letter Head)

**Tender No. – ITDC/AE/CCI/2022-23**

**Mobile Application & Website Designing, Creating, Developing, Hosting, Operating, Maintaining & Managing for an International Event of VIII BRICS International Competition Conference 2023 organized by Competition Commission of India – CCI, a Statutory Body under Ministry of Corporate Affairs, Government of India from October 11<sup>th</sup> – 13<sup>th</sup>, 2023 at Hotel The Ashok, New Delhi**

**Financial Bid**

**Total Amount: Rs.**

**Total Amount in Words: Rupees**

**Goods and Services Tax:**

Name of the Bidder:

(Authorized Signatory)

Name and Title of Signatory:

Name of Firm:

Address:

Seal of the Organization:

Place:

Date:

**N.B.:** The agency shall give the pricing in the price bid (In INR) as a total composite price inclusive of all levies, duties, taxes, royalties etc. {excluding Goods & Services Tax (GST)}. No extra taxes over and above the total amount specified in the Financial Proposal will be paid to the successful bidder.



## ANNEXURE – VII

### **CONTRACT / AGREEMENT**

(To be executed on Non Judicial Stamp Paper of Rs. 100/- or the amount as may be applicable in the respective state – whichever is higher. Duly notarized by Notary Public)

This contract is made on this day \_\_\_\_\_ between India Tourism Development Corporation Limited, a Central Public Sector Undertaking under the aegis of Ministry of Tourism, Government of India having its registered office at Scope Complex, Core – 8, 6<sup>th</sup> Floor, 7 Lodhi Road, New Delhi – 110003 INDIA represented by the \_\_\_\_\_, (herein after called as the “**ITDC**”) which expression shall where the context so admits include its successors in office and permitted assigns of the one part,

AND

M/s.-----, represented by its ----- A company registered under Indian Companies Act, 1956 (New Act 2013) or a partnership firm registered under Indian Partnership Act, 1932 or a Proprietorship firm having registered office ----- who is duly authorized to sign this agreement (herein after called as the second party) shall selected for Mobile Application & Website Designing, Creating, Developing, Hosting, Operating, Maintaining & Managing for an International Event of VIII BRICS International Competition Conference 2023 organized by Competition Commission of India – CCI, a Statutory Body under Ministry of Corporate Affairs, Government of India from October 11<sup>th</sup> – 13<sup>th</sup>, 2023 at Hotel The Ashok, New Delhi as per ITDC Letter of intent no. \_\_\_\_\_ dated \_\_\_\_\_ (here in after called the “**Successful Bidder or Contractor**” which expression shall where the context so admits include his heirs, executors, administrators and legal representatives) of other part.

Whereas the ITDC is desirous of having an agency for Mobile Application & Website Designing, Creating, Developing, Hosting, Operating, Maintaining & Managing and the contractor submitted the tender, ITDC based on the tender issued Letter of Intent \_\_\_\_\_ for availing its services to contractor at a rate of Rs. \_\_\_\_\_ plus Applicable GST.

AND WHEREAS The Contractor has submitted the Security Deposit of \_\_\_\_\_ on \_\_\_\_\_.

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth and such other conditions as are contained in all the specifications forming part of this contract (hereinafter referred to as "the said conditions") the work shown upon as described in the said specifications

Now it is hereby agreed as follows: -

### **SCOPE OF WORK**

Agreed Scope of Work / Tender Document is annexed

### **CONTRACT**

The contract between ITDC and the successful bidder or contractor will be valid till the successful execution of the event. In case, the event is postponed due to any unforeseen circumstances; same contract will be in existence / valid for 1 year from the date of signing the agreement. The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of tendering authority.

### **STAFF DEPLOYMENT / PERSONNEL**

- a. The Successful Bidder will depute skilled professional resources for specialized works as prescribed in the Scope of Work. The Successful Bidder or Contractor will give the details of personnel who will be deputed in the project along with their qualification & experience.
- b. If ITDC, at its sole discretion, determine that the services are not being performed satisfactorily or that any security rules, standards, guidelines, policies, or procedures are not being followed, ITDC shall inform Successful Bidder or Contractor about the same, Successful Bidder or Contractor shall take within the mutually agreed time period such steps as necessary and appropriate to remedy the situation, including, but not limited to, replacing individuals who have been assigned for rendering the services.
- c. Neither Successful Bidder nor any employee of Successful Bidder or any individual assigned by Successful Bidder shall be or shall be deemed to be an employee of ITDC for any purpose whatsoever. In conformance with and without limitation on any application of the foregoing statement, the Successful Bidder or Contractor shall be solely responsible for payment of compensation and any other costs to its employees, including any amounts that may be due as prevailing wage under applicable law to its employees assigned to perform services.
- d. For security reasons, individuals assigned by Successful Bidder or Contractor to perform the services at ITDC's / Principal Organizer's premises shall comply with the rules of ITDC / Principal Organizer.

#### **FRAUDULENT & CORRUPT PRACTICE**

- Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial on-competitive levels and to deprive the ITDC of the benefits of free and open competition.
- Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).
- The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this tender document, the ITDC will reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the Prohibited Practice) in the Selection Process. In such an event, the ITDC will, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, as mutually agreed genuine pre-estimated compensation and damages payable to the ITDC for, inter alia, time, cost and effort of the ITDC Ltd., in regard to the tender document, including consideration and evaluation of such bidder's proposal.
- Without prejudice to the rights of the ITDC under this Clause, hereinabove and the rights and remedies which the ITDC may have under the work order or the agreement, if an Bidder or Agency, as the case may be, is found by the ITDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the work order or the execution of the agreement, such Bidder or Agency shall not be eligible to participate / blacklisted in any tender issued by the ITDC for a period as decided by ITDC if the bidder is found by the ITDC to have directly or through an agent, engaged or indulged in any

corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- “Corrupt Practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the ITDC who is or has been associated in any manner, directly or indirectly with the Selection Process or the work order or has dealt with matters concerning the agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the ITDC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the work order or after the execution of the agreement, as the case may be, any person in respect of any matter relating to the Project or the work order or the agreement, who at any time has been or is a legal, financial or technical consultant / adviser of the ITDC in relation to any matter concerning the Project;
- “Coercive Practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- “Undesirable Practice” means (i) establishing contact with any person connected with or employed or engaged by the ITDC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or having a Conflict of Interest; and
- “Restrictive Practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **INDEMNIFICATION**

The bidder will protect the interest of ITDC Ltd. / CCI and indemnify for any liability towards third party on account of any claim thereof arising out of any eventuality.

The successful bidder shall indemnify the ITDC from any direct or indirect losses suffered by ITDC due to non-compliance of the provisions/requirement of Goods and Services Tax Act in force and amended from time to time.

The vendor shall ensure the compliance of the followings also:

- a. The bidder shall ensure to pass the benefits accrued due to the GST to the ITDC which ultimately is to be passed to the final consumer. In contingency of any legal proceedings / action taken by the tax authorities for non-compliance of anti-profiteering clause by the bidder. The bidder indemnifies the ITDC from any losses monetary or otherwise suffered on account of non-compliance of anti-profiteering clause by the bidder.
- b. The bidder shall indemnify the ITDC from any direct or indirect losses suffered by the ITDC due to non-compliance on part of bidder under GST Act, which adversely affects the GSTN rating of ITDC.
- c. In case of any non-compliance by the bidder which results into loss of the input tax credit under GST Law to ITDC, the bidder shall pay ITDC an amount equal to lost input tax credit along with interest / penalties or any other monetary loss suffered because of such non-compliance under GST Act.

- d. Bidder indemnifies the ITDC against any loss monetary or otherwise arising due to legal proceedings initiated by the tax authorities as a result of non-compliance/default in paying tax by ITDC. Bidder shall indemnify ITDC in respect of the recourse action in case of "BLACK LISTING" under the "Compliance Rating Score" mechanism due to non-compliance/default by bidder.
- e. In case of any new tax/levy/ duty etc. becomes applicable after the date of bidder's offer but before opening of the price bid, the bidder/contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the Price Bid will not be considered by ITDC for reimbursement of tax or reassessment of offer.
- f. If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by bidder for providing the services i.e. Goods & Services Tax (GST) or any such Applicable Law/Tax etc., from time to time, which increases or decrease the cost incurred by the bidder in performing the services, then the remuneration otherwise payable to the bidder under this contract shall be increased or decreased accordingly by agreement between the Parties hereto.

In addition:

- i. Contractor shall at times indemnify and keep ITDC indemnified against all claims / damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this contract.
- ii. Contractor shall at all times indemnify and keep ITDC indemnified against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or caused by any action, omission or operation conducted by or on behalf of Contractor.
- iii. Contractor shall at all times indemnify and keep ITDC indemnified against any and all claims by employees, workman, suppliers, agent(s) employed engaged or otherwise working for Contractor, in respect of their wages, salaries, remuneration, compensation or the hike.
- iv. All claims regarding indemnity shall survive the termination or expiry of the contract.

#### **BIDDER AS SUB-CONTRACTOR**

The bidder shall not be sub-contractor of another bidder at the bidding stage and even after the award of work to the successful bidder or contractor.

#### **OBLIGATIONS OF THE AGENCY**

General: The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Agency shall always act, in respect of any matter relating to this Work Order or to the Services, as faithful advisers to the ITDC Ltd., and shall at all times support and safeguard the ITDC's legitimate interests in any dealings with Sub-consultants or third parties.

#### **CONFLICT OF INTEREST**

Prohibition of Conflicting Activities: Neither the Agency nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a. During the term of this Work Order, any business or professional activities which would conflict with the activities assigned to them under this Work Order; and

- b. After the termination of this Work Order, such other activities as may be specified.

## **DOCUMENTS**

Documents Prepared by the Agency to be the Property of the ITDC Ltd.: All designs, reports, other documents and software submitted by the Agency pursuant to this Work Order shall become and remain the property of the ITDC Ltd., and the Agency shall, not later than upon termination or expiration of this Work Order, deliver all such documents and software to the ITDC Ltd., together with a detailed inventory thereof. The Agency may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in this Work Order.

## **LIABILITY OF THE AGENCY**

Subject to additional provisions, if any, in this Work Order the Agency's liability under this Work order shall be as provided by the Applicable Law.

## **REPORTING OBLIGATIONS**

The Successful Bidder or Contractor shall submit to the ITDC the reports and documents specified in the Agreement, in the form, in the numbers and within the time period decided by the ITDC.

## **SETTLEMENT OF DISPUTES**

Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Work Order or its interpretation.

## **RESPONSIBILITY FOR ACCURACY OF TENDER DOCUMENTS**

General

The Agency shall be responsible for accuracy of the estimate and all other details prepared by him as part of these services. He shall indemnify the ITDC against any inaccuracy in the work, which might surface during implementation of the project.

## **PROFESSIONAL LIABILITY**

- a. The Successful Bidder or Contractor will be expected to carry out the assignment with due diligence and in accordance with prevailing standards of the profession. He / She will always act, in respect of any matter relating to the Contract or the Services, as faithful adviser to the Purchaser and will at all times support and safeguard the Purchaser's legitimate interests in any dealing with the subcontractors or third parties.
- b. Successful Bidder or Contractor shall be responsible for accuracy of data and all other details prepared by him/her as part of the Services. He / she shall indemnify the ITDC against any negligence, deficiency in Services. He / she shall indemnify the ITDC against any negligence, deficiency in Services, or inaccuracy / deficiency in the work that might surface during implementation of the project. The contractor will also be responsible for correcting the same at his / her own cost.
- c. Successful Bidder or Contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of tendering authority (ITDC).



## **PAYMENT TERMS**

- a. No Advance payment will be made.
- b. Successful bidder shall submit to ITDC the GST compliant tax invoice/debit note/revised tax invoice. GST charged in the tax invoice/debit note /revised tax invoice by the bidder shall be released separately to the bidder only after bidder files the onward supply details in GSTR-1 on GSTN portal and Reconciliation of inward supply is done by ITDC with corresponding details of outward supply of bidder and bidder accept the changes made by ITDC and has paid the GST at the time of filling the monthly return.
- c. The bill to be submitted to ITDC-Ashok Events Division within 15 days of successful completion of event.
- d. All payments will be made after successful completion of the event to the entire satisfaction of ITDC Ltd. and Principal Organizers i.e. CCI and after receipt of payment received by ITDC-Ashok Events from CCI.
- e. Penalty Clause: For delay in delivery of the goods/services or deficient services as per the requirements indicated by ITDC-Ashok Events, ITDC-Ashok Events reserves the right to impose penalty on the supplier as deemed appropriate.
- f. As per law of land, statutory deduction like income tax / tax deduction at Source (TDS) under GST (as & when applicable) etc. shall be made from the bidder bill as applicable.

## **LIQUIDATED DAMAGE CHARGES**

If the Bidder fails to deliver to perform any or all of the services, ITDC shall without prejudice to its other remedies on account of such breach under the contract, be entitled to deduct any amount from the contract amount. The total compensation for delay shall further be subject to an overall maximum of 100% (Hundred percent) of the contract amount as awarded. The amount of compensation may be adjusted or set off against any sum payable to the agency.

## **ENCASHMENT AND APPROPRIATION OF PERFORMANCE SECURITY**

ITDC shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the successful bidder or Agency in the event of breach of this Agreement or for recovery of liquidated damages specified in above clause.

## **PENALTY FOR DEFICIENCY IN SERVICES**

In addition to the liquidated damages not amounting to penalty, as specified in above clause, warning may be issued to the successful bidder or Agency for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the reputation of the ITDC, other penal action including debarring may also be initiated.

## **OTHERS**

The contractor shall ensure adherence to the following standards and guidelines and any updates to thereof from time to time:

- a. Framework and Guidelines for use of internet / mobile application & website development for Government Organizations issued by Department of Electronics and Information Technology Ministry of Communications & Information technology, Government of India.
- b. Relevant Provisions of IT Act 2000 and IT (Amendment) Act 2008

- c. Relevant Provisions of RTI Act
- d. Intellectual Property Rights, Copyrights, Trademarks etc.
- e. Comply with all the provisions of labour law related legislation / acts as enacted by government from time to time and in case of any prosecution / penalty, agency shall be liable for the same. Agency shall be liable for payments of duties viz. P.F., E.S.I. etc. including any compensation payable under Workmen Compensation Act. ITDC shall have no responsibility, financial or other liabilities towards professionals employed by the Agency.
- f. Will take all safety measures / precautions during the work. For any accident due to negligence / any other reason during the period of contract period, it shall be sole responsibility of the agency and ITDC shall not be held responsible for the same.

**The following terms and conditions shall apply additionally:**

- i. One or two exclusive nodal persons / relationship managers' needs to be deployed by successful bidder.
- ii. Development of monitoring, reporting and evaluation mechanism is important aspect of the Scope of Work.
- iii. The agency should be equipped to provide a reporting structure along with measurement tool to evaluate impact of activity.
- iv. The agency should appoint a single point contact for handling the account that is knowledgeable and can interact with senior / top management of ITDC / CCI.
- v. Keeping in mind strategic importance of the event, it is assumed that agency would attend meetings as and when required by ITDC / CCI and agency would be responsible for its own courier, telephones, facsimile and other expenses incurred in connection with the discharge of its responsibilities without any liability to the Corporation.
- vi. ITDC may assess the accuracy, completeness, promptness of the work and may take suitable action if found otherwise.
- vii. The content, name, description, slogan should be finalized in discussion with ITDC.
- viii. It would be deemed as breach of contract, unless stated otherwise by ITDC based on understanding of disablement criteria in light of actions led to it.
- ix. Ability to support events globally through credible affiliation / partnership of repute.
- x. Integrity Pact is a part of the terms and conditions of the contract and the bidder is bound by the provisions contained therein.

**FORCE MAJEURE**

- a. Neither 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 without limited to, fire, flood, explosion, acts of God or any governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions.
- b. If a Force Majeure arises, the contractor shall promptly notify ITDC in writing of such condition and the cause thereof. Unless otherwise directed by ITDC, the contractor shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The contractor shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

**TERMINATION**



ITDC can terminate the contract by giving 03 days notice to the successful bidder in writing. ITDC, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the bidder, terminate the contract for services in whole or in parts on the happening of the following events forthwith:

- a. The contractor becomes the subject of bankruptcy, insolvency, reorganization, receivership or other similar proceedings OR
- b. A breach by the contractor of its obligations hereunder and such breach not being rectified by the contractor within 03 days of receipt of the purchaser's notice intimating such breach. Upon termination, the contractor shall surrender all the data and materials belonging to the company.

All data / reports collected by the bidder shall be returned to ITDC in its original form upon such terminations. Bidder shall not have any right on this database, which is proprietary to ITDC.

### **CONFIDENTIALITY**

Information relating to evaluation of proposals and recommendations concerning grant of the Work Order shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been given the Work Order.

The Successful Bidder / Agency, its Sub-Agencies and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the ITDC to the Agency, its Sub-Agencies and the Personnel; any information provided by or relating to the ITDC, its technology, technical processes, business affairs or finances or any information relating to the ITDC employees, officers or other professionals or suppliers, customers, or contractors of the ITDC; and any other information which the Agency is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the ITDC.

Notwithstanding the aforesaid, the Agency, its Sub-Agencies and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- i. was in the public domain prior to its delivery to the Agency, its Sub Agencies and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Agency, its Sub-Agencies and the Personnel of either of them;
- ii. was obtained from a third party with no known duty to maintain its confidentiality;
- iii. is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Agency, its Sub-Agencies and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- iv. is provided to the professional advisers, agents, auditors or representatives of the Agency or its Sub-Agencies or Personnel of either of them, as is reasonable under the circumstances; provided, however

### **FAIRNESS AND GOOD FAITH**

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

### **ARBITRATION**

In the event of any dispute or difference arising out or touching to this agreement / contract and / or in relation to the implementation or interpretation hereof, the same shall be resolved initially by mutual discussion and conciliation but in the event of failure thereof the same shall be referred to the Chairman & Managing Director of the India Tourism Development Corporation Limited (ITDC Ltd.) as per the provisions of the Arbitration & Conciliation Act 1996 (as amended from time to time) for appointment of Sole Arbitrator. The sole arbitrator so appointed shall not have any direct / indirect of any past / present relationship or interest with any of the parties. The venue of arbitration shall be at Delhi.

### **GOVERNING LAWS, JURISDICTION AND DISPUTE RESOLUTION CLAUSE**

In the event any dispute and or difference arise between the parties out of or in connection with this Agreement / contract, the Parties hereto shall make an endeavour to settle such dispute amicably.

This 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 settle any disputes arising out of this Agreement / contract.

That the terms and conditions of the NIT shall be read as a part and parcel of this agreement.

In witness where-of the parties hereunto set their hand the day, month and year written first above.

Signed by Contractor	Signed by on behalf of ITDC
Name: Designation:	Name: Designation:

In the presence of Witness:

1.

2.

## ANNEXURE – VIII

### FORMAT FOR PERFORMANCE BANK GUARANTEE

**BG No. –**

**Date –**

1. In consideration of India Tourism Development Corporation Limited having registered office at SCOPE Complex, Core – 8, 6<sup>TH</sup> Floor, 7 Lodhi Road, New Delhi – 110003 INDIA hereinafter referred to as the ITDC, which expression shall, unless repugnant to the context or meaning, thereof include its administrators, successors and assignees, having agreed to receive the proposal of **[Name of company]**, (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its successors and assignees, on terms and conditions set out in the Letter of Intent pursuant to the tender document dated [Date] issued in respect of the Assignment and other related documents including without limitation the draft work order for services (hereinafter collectively referred to as “Tender Document”), We **[Name of the Bank]** having our registered office at **[Registered Address]** and one of its branches at **[Branch Address]** (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of relevant clause of the tender document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the tender document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. **[In Figures]** (**[In Words]**) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said tender document.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the tender document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the tender document including, Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said tender document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the tender document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said tender document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. **[In Figures]** (**[In Words]**).

4. This Guarantee shall be irrevocable and the validity of the Bank Guarantee shall cover the entire duration of the assignment, extensions (if any), and shall remain in force for six months beyond the period of agreement.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said tender document to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said tender document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said tender document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said

amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and Delivered by (Name of Bank)

By the hand of Mr. / Ms. (Name), it's (Designation) and authorized official.

(Signature of the Authorized Signatory)  
{Official Seal}

Notes:

- The Bank Guarantee should contain the name, designation and code number of the officer (s) signing the Guarantee
- The address, telephone number and other details of the Head Office of the Bank as well as of the issuing Branch should be mentioned on the covering letter of issuing Branch

## **ANNEXURE – IX**

### **FRAUD PREVENTION POLICY**

#### **INTRODUCTION**

ITDC has placed adequate systems and procedures commensurate to its nature of business such as Licensing Procedure, Purchase Procedure, 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 whistle blower policy. This policy envisages the Corporation to put in place a mechanism for employees to report to the Management about Unethical behaviour, 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 its Annual Report the Business Responsibility Report describing the initiative 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-competition. 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 frame work 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 frauds 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 wilful 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 act(s) 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 assets by fraudulent means etc.
- iv. Falsifying records such as pay-rolls, 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 behavioural 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 of 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 AWARENESS / CIRCULATION OF POLICY**

It is the responsibility of every employee, representatives 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 Website and all prominent locations. Efforts will be made to keep the name of the informer secret.

The company recognizes 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.

### **AMENDMENTS / REVIEW OF POLICY**

The Chairperson and Managing Director shall be the competent authority for the interpretation and revision of this policy. The policy will be reviewed and revised as and when needed.

Nodal Officers: Following will be the nodal officers:

1. For Duty Free Shops and ATT Units in Eastern Region, RM (East) will be the nodal officer.
2. For Duty Free Shops and ATT Units in Western Region, RM (West) will be the nodal officer.
3. For Duty Free Shops and ATT Units in Southern Region, RM (South) will be the nodal officer.
4. For Hotel Units/Catering Units/Restaurants, Head of the Hotel Unit/Catering Unit/Restaurant will be the nodal officer.
5. For Corporate Office - HoD of the different divisions will be the nodal officer.

**ANNEXURE – X**

**CHECK – LIST**

<b>S. No.</b>	<b>Document (s)</b>	<b>Yes / No</b>
01	Signed & Stamped Tender Document	
02	Earnest Money Deposit / MSME Certificate	
03	Power of Attorney – Annexure II	
04	Undertaking of Not Blacklisted – Annexure III	
05	Overall Organization Structure – Annexure IV	
06	Legal Entity (Company / Partnership / Proprietorship)	
07	GST & PAN	
08	Audited Balance Sheets and P&L Statements (FY 2019-20, 2020-21 & 2021-22)	
09	ITR (FY 2019-20, 2020-21 & 2021-22)	
10	Turnover Certificate from a firm of Chartered Accountant (FY 2019-20, 2020-21 & 2021-22)	
11	Work Experience during 01/04/2018 to 31/03/2022 (Work Order / Tax Invoice)	
12	Technical Proposal Submission Form (Pre Contract Integrity Pact) – Annexure V	
13	Financial Submission Proposal – Annexure VI	
14	EMD Refund Form – Annexure I	

**Note: Each & every page of the bid / form / documents submitted should be signed & stamped by the authorized signatory.**