

**INDIA TOURISM DEVELOPMENT CORPORATION LTD  
A Government of India Undertaking**

**Notice Inviting Tender**

**Tender No. ITDC/AE/MoT/Events/Bharat Parv 2021/ VP: Dated 1<sup>st</sup>  
January 2021**

**for**

**APPOINTMENT OF AN AGENCY FOR BHARAT PARV IN  
COJUNCTION WITH REPLUBIC DAY CELEBRATIONS-2021 ON  
A VIRTUAL PLTFORM TO  
DESIGN,DEVELOP,OPERATE,MAINTAIN AND SUPPORT THE  
VIRTUAL PLATFORM.**

**Event Dates: 26<sup>th</sup> to 31<sup>st</sup> January, 2021**

**INDIA TOURISM DEVELOPMENT CORPORATION LTD**  
**A Government of India Undertaking**

ITDC-Ashok Events on behalf of Ministry of Tourism, Government of India invites tenders from well established, experienced, reputed, professional Indian Agencies having set-up in Delhi/NCR for appointment of an agency for Bharat Parv in conjunction with Republic Day Celebrations-2021 on a virtual platform to design, develop, operate, maintain and support the virtual platform. **The virtual platform for the site/portal to be created is to be hosted on the cloud on secured public Domain so that it could be accessible from anywhere.**

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## **Brief of Bharat Parv-2021**

The Ministry of Tourism intends to organize the referred event with the prime objective to create a patriotic fervor and to create festival mood with special emphasis on Government of India initiatives in respect of Ek Bharat Shresth Bharat, Tourism for all, Dekho Apna Desh. Swachhata Abhiyan, Atmanirbhar Bharat, with wider participation of general public and to promote the Cuisine and rich cultural diversity of our country.

Bharat Parv is an annual event aimed to promote the above. This year the world has been passing through a critical phase because of the outbreak of an infectious novel corona virus and the Bharat Parv event is accordingly to be organized on virtual platform.

## Schedule for Submission of Tender/Bid

Details	Date
Availability of Tender Document	1 <sup>st</sup> January 2021
Last date and Time for submission of Bid off line	7 <sup>th</sup> January 2021 (Thursday ) at 5:00 PM at ITDC-Ashok Events ,Ground Floor (Adjacent to Convention Hall) The Ashok Hotel, Diplomatic Enclave 50 B, Chanakyapuri New Delhi-110021
Opening of Technical Bids and Evaluation	8 <sup>th</sup> January 2021 (Friday) at 12.00 Noon
Opening of financial Bid	Will be informed to technical qualifying bidders separately

**The Tender document** can be downloaded from the website <http://www.itdc.co.in>. then search in tenders Menu.

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 Bharat Parv in conjunction with Republic Day Celebrations-2021 on a virtual platform to design, develop, operate, maintain and support the virtual platform. Event dates – 26<sup>th</sup> to 31<sup>st</sup> January 2021 and submit before** the last date and time at the following address:

ITDC-Ashok Events,  
Ground Floor (adjacent to Convention Hall)  
The Ashok Hotel,  
Diplomatic Enclave  
50 B, Chanakyapuri  
New Delhi-110021

**Late Bids:** Any bid received after the last date and time for submission for the same, i.e., 7<sup>th</sup> January 2021 (Thursday) at 5:00 PM shall not be accepted. Bids received after the last date and time shall be summarily rejected and returned unopened.

**NOTICE INVITING TENDER**  
**INDIA TOURISM DEVELOPMENT CORPORATION LTD**  
**A Government of India Undertaking**

Tenders are invited from experienced and reputed AGENCIES for **Bharat Parv in conjunction with Republic Day Celebrations-2021 on a virtual platform to design, develop, operate, maintain and support the virtual platform from 26<sup>th</sup> to 31<sup>st</sup> January 2021 on behalf of Ministry of Tourism, Government of India.**

The last date for submission of completed proposal for the AGENCY as prescribed, in a separate sealed cover super-scribed **“Techno - Financial Bid to design, develop, operate, maintain and support the virtual platform for Bharat Parv-2021 from 26<sup>th</sup> to 31<sup>st</sup> January 2021** is 7<sup>th</sup> January 2021 (Thursday) at 5:00 PM. In no circumstance, the last submission date will be changed.

Technical Bids would be opened on **8th January, 2020 (Friday) at 12.00 Noon** in the presence of available bidders or their representatives. The bids will be evaluated in accordance with the technical parameters as per the NIT to shortlist AGENCIES as prescribed in the tender document. **Opening of financial bids will be informed separately to the technically qualifying bidders,**

## 1. Introduction:

ITDC-Ashok Events, a Government of India Enterprise under the Ministry of Tourism is in the field of providing various event related services for its Government clients. In the past ten years, ITDC-Ashok Events has rendered services to Ministries/ Departments/ Government Institutions etc.

ITDC-Ashok Events proposes to engage an AGENCY of repute for the Bharat Parv – 2021 event in conjunction with Republic Day Celebrations – 2021 which will be held from 26<sup>th</sup> – 31<sup>st</sup> January, 2021 through a virtual platform which will include but not limited to scope of work. **The scope of work will be to develop a virtual platform with features/ characteristics given in the scope of work and the AGENCY will be responsible for development, set-up, operate, maintain and providing technical support.**

## 2. SCOPE OF WORK:

Appointment of an agency for Bharat Parv in conjunction with Republic Day Celebrations-2021 on a virtual platform to design, develop, operate, maintain and support the virtual platform. **The virtual platform for the site/portal to be created, is to be hosted on the cloud and secured public Domain (Secure Sockets Layer security layer etc) is to be created so that could be accessed from anywhere.**

Being a virtual event, Bharat Parv 2021, its products and services to be displayed on the browsers, it is all the more necessary to give enough thought, efforts and creativity to design, develop and implement an attractive technical platform for conducting Virtual Bharat Parv event, capable of almost replicating, wherever feasible , the feasible setting which were hitherto the norms.

The Scope of work shall broadly include creating and organizing activities in the following major areas which shall include, but not limited to:

Create Bharat Parv environment in 3D rendering for virtual view so that, the user shall able to navigate in the Parv area, 3D rendering should be with the current existing back ground which includes, but not limited to:  
Ramparts of the Red Fort Area: Agency has to develop 3D exterior



model of the Red Fort rampart just like Live along with Designing and Animation of the following elements for the opening page and its interior elements so that a user can virtually click on the button to enter any of the following and also to develop 3D exterior models of the below mentioned activities. In case of availability of live streaming (Provided by others not part of this project) Agency needs to show the same once they move inside the place in case of not Live (In terms of streaming facilities and availability) then 360 degree video or a short video to be showcase.

1. State Theme Stalls (25 Nos) – The state theme stalls window will incorporate various tourism related products, brochure, product line ,destination videos with feature of live video chat etc along with additional achievements of States and UTs.
2. Food Court Stalls (25 Nos) The Food stalls window will incorporate various regional cuisines demonstration videos, cuisine recipes with their brochure with pictorial depiction of IHMs, States and UTs with feature of live video chat.
3. Handicrafts, Handlooms & TRIFED stalls (100 Nos): Window will incorporate various regional Handicrafts and Handloom products of states, UTs / DC Handicrafts / DC Handlooms and TRIFED with demonstration videos, brochures, and product line and pictorial depictions & feature of live video chat.
4. Cultural Performances: The cultural performances will be in a exclusive virtual theatre. The virtual theatre will showcase, if required live folk dance performances of States and UTs and the highlight will be a choreographed presentation by various Zonal cultural centers. The dance performances from stakeholders may also be operating through videos so provided.
5. ARMED Forces Band: Recorded videos of Armed Forces Band performances will be featured/ played in separate enclosure for all three forces i.e. Army, Navy & Air Force.
6. Yoga Demonstrations: the Yoga Demonstrations will feature Live streaming of Yoga Demonstration and videos and publicity material as provided by the Stakeholders.

7. Organizing live webinars on behalf of Ministry of Tourism as per their time schedule and requirements.
8. Republic Day Parade Tableaux-2021: Video films with voice over on Republic Day -2021 Tableaux to be played as provided by the stakeholder.

**General Instructions to be followed for operating the Bharat Parv-2021 on Virtual Platform:**

**Application Availability & Safety.**

- a. Complete IT infrastructure and support required to host and operate Bharat Parv 2021 on the virtual platform.
- b. Bharat Parv Portal
  - i) Content Management.
  - ii) Provision to upload Multi Media content with secure login.
  - iii) Provision for secure login for various stakeholders like Ministries, State Governments, TRIFED, IHMs ITDC etc.
  - iv) Any other item required for complete operating of virtual platforms.
- c. Agency shall create a help desk with 24x7 support for handling queries and troubleshooting dedicated to Bharat Parv 2021 through e-mails, phone (within this time the service provider will either flag the error /glitch to ITDC-Ashok Events/ Ministry of Tourism) or will acknowledge the problem immediately if ITDC-Ashok Events/ Ministry of Tourism first spots and flags the problem. Thereafter it will swing into action in order to provide solution to the fault / error at the earliest.
- d. Platform should be auto scalability based on the incoming traffic on the platform.

- e. Provide customizable dashboards as part of MIS for the Virtual Bharat Parv platform.
- f. Ensure 24\*7 uptime, support and response management system for the entire duration of the Parv.
- g. Provide the required data and report for records and submission to Government for MIS Dashboards, etc.
- h. Ensure adequate data security and privacy considerations.
- i. Ensure full security of the data of exhibitors.
- j. Alert /Notification and Social Media Integration:-\_All users should get the Alert of about of upcoming activities and on completing of the activities / Level users could be issued a virtual Bharat Parv complete visit badge which can be shared on social media like facebook, instagram, Twitter etc.
- k. Facilitate integrated outreach of Bharat Parv-2021 with Social Media Platform viz YouTube, face book, twitter etc.

### **User Management System/Registration**

- a. Agency has to develop mechanism where the no. of daily participant/visitors can be tracked.
- b. Certificate/badge should contain details like Name, Address, and Profession etc or can be fetched the details through any social site.
- c. Provide necessary technical assistance & guidance to Stakeholders in preparing & uploading their profile, brochures, collaterals & videos etc.
- d. Live Alerts of the event in form of notifications will be sending for the day to day activities. Users can set reminders for multiple activities happening live.

### **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 platform, content management system that 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 Parv till 31st January 2021.
- b. No extra cost shall be paid by the authorities for supply, installation and implementation, update / up-gradation of any software/device including hiring of cloud, hosting, secured public domain, its security and going live of the site/portal whichever is necessary for platform optimum functioning.
- c. In case any part(s) of the provided solution is found to be insufficient to support the Bharat Parv requirements, the vendor shall provide replacement for such part(s) to make the solution compatible with the Virtual Bharat Parv requirements at no extra cost to the ITDC-Ashok Events.
- d. Operations, bug fixes, providing timely resolution of reported incidents shall be carried out by agency.
- e. End to end management of various instances of application and app servers to ensure smooth functioning of the platform & all features embedded.
- f. Extract the log reports, study, draw logical conclusions, do fixes and then submit the final report.
- g. Documentation of problems, isolation cause and rectification procedures for building knowledge required to perform test cases, rectify errors, bugs and incorporate changes suggested during the testing of base for the known problems.
- h. The bidder shall manage the servers on end – to -end basis like server administration, performance tuning and software support and upkeep of the server etc.
- i. Application platform and any other component /tool to ensure the maximum uptime.

- j. Platforms administration, support and maintenance throughout the project period.
- k. The agency shall arrange a tool or provide a feature in the admin to monitor application, DB and other reports like first response time etc.
- l. Overall administration, monitoring maintenance of the deployed platform and features.
- m. 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.
- n. Agency to define & develop means of Software Restore & backup in occurrence of environment maintenance, system reboot or any other event which may call for the activity.
- o. Maintain Configuration management of entire solution.
- p. Provide all deliverables to the ITDC-Ashok Events /Principal organizer in an appropriate Device within the 10 days of Parv period ending.
- q. 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.
- r. It is expected that agency shall voluntarily, in addition to the above, propose and implement new & innovative ideas and features in the platform to enhance the user experience.
- s. Agency shall provide procedure documentation for all operations procedures, and SLA's (based on latest ITIL best practices) for all the hardware and applications provided including backup procedures, system update procedures, security procedures, failure recovery procedures, upgrade procedures, remote access procedures, user manual, SOP's, etc.

- t. All such procedures and documents must be submitted for review and approval by the ITDC-Ashok Events /Principal organizer prior to adoption. Such documentation shall be updated by the during the project term by the bidder as and when required along with the necessary approval.
- u. Agency will be required to provide daily statistics reports on the various services provided to users any mutually agreed mechanism as well as track and log all related statistical reports on the various delivery channels and access patterns.
- v. Agency will be required to provide daily performance reports showing health of system operations.
- w. Agency will be required to commit to Service Level Agreements (SLAs) that show, among other metrics, appropriate escalation procedures and guarantee corrective and preventive actions within a pre-determined time. The bidder is required to respond to required levels of accuracy, quality, completeness, timeliness, responsiveness, cost-effectiveness, productivity and user satisfaction that are equal to or higher than the SLA system requirements.
- x. Application support includes, but not limited to troubleshooting and addressing the functionality, availability and performance issues, implementing the system change requests etc. Application support and maintenance charges quoted by the bidder shall be inclusive of all the support charges for change requests being implemented under this engagement. The bidder shall keep the application software in good working order; perform changes and upgrades to applications as requested by the authorities.

### **3. AMENDMENT OF TENDER DOCUMENT:**

At any time, prior to the deadline for submission of Applications, ITDC – Ashok Events either on its own or on request of the applicants if found suitable may amend the Tender Document by issuing an addendum. To give the Applicants reasonable time to take an addendum into account in preparing their Applications, ITDC-Ashok Events may, at its sole discretion, extend the deadline for the

submission of Applications. Applicants may check the ITDC website <http://www.itdc.co.in> then [search in tenders Menu](#) for any such amendments from time to time.

#### **4. VALIDITY OF TENDER RESPONSE:**

The bids response submitted by the Applicants shall be valid for a period of 3 (Month) months after the date of tender response opening, prescribed in this document. A bid response valid for a shorter period may be rejected as non-responsive. ITDC – Ashok Events may solicit Applicants’ consent to an extension of tender validity.

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

An EMD of INR 30,000/- (Rupees Thirty thousand only) in the form of a Demand Draft payable at New Delhi drawn in favor of “ITDC – Ashok Events” valid till 3 (three) months must be submitted along with the Proposal. Alternatively, the EMD may also be deposited through electronically by NEFT/RTGS payment in the Account of ITDC-Ashok Events as per the details given below

Central Bank of India  
The Ashok Hotel, Branch  
Diplomatic Enclave  
50 B, Chanakyapuri  
New Delhi 110021  
IFSC Code: CBIN0280298  
Bank Account No.: 3723595824

The Bid submitted without EMD in the prescribed formats or without valid MSME certificate of exemption for the tendered items will not be accepted. In case the same is not furnished by the AGENCY at the time of the submission of the bid, the tender is liable to be summarily rejected and no further correspondence in this regard shall be entertained. The EMD will be returned to unsuccessful AGENCIES without interest within 14 (Fourteen) working days from the date of signing of contract with the successful AGENCY.

#### **SUBMISSION OF BIDS**

##### **TECHNICAL & FINANCIAL BIDS**

The AGENCY will be required to submit the technical bid and financial bid in two separate and sealed envelopes. The technical proposal envelope shall be marked “**Technical Proposal**” include EMD particulars & technical parameter details as given in the technical criteria.

Financial Proposal shall be marked “**Financial Proposal**” and include the financial bid at **Annexure IV**. Both the proposals should be put up in a bigger envelope and marked as “**Techno-Financial Bid to develop a virtual platform for the Bharat Parv – 2021 on Virtual Platform from 26<sup>th</sup> to 31<sup>st</sup> January, 2021**”

6. Financial Bid should be submitted as per the format prescribed at **Annexure - II**. The amount quoted by a AGENCY should be exclusive of all taxes and duties and these should be indicated separately.

**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.

Sr. No	Technical Requirements	Documentary Evidence
1	Tender Documents signed & Stamped	Tender document signed and stamped to be submitted.
2	Earnest Money Deposit amount (EMD) Rs 30,000/- (Rupee Thirty Thousand only) deposit details	Deposit Details Transaction ID No..... Date: ..... Issued from Bank:-..... UTR No -----dated----- -----
3	The bidder has to upload self-certified letter indicating that they have not been blacklisted by any Government Department, Organisation,	Submit self-certified letter on company letter head. (Annexure I)



	Corporation, Authorities/ Bodies etc.	
4	Copy of PAN No.	Submit copy of PAN Card
5	Proof of Registration with Goods and Services Tax (GST) Law	Submit copy of Registration under Goods and Services Tax (GST) Law, along with annexure A&B.
6	Organizational Structure of Firm, Sister concerns, List of branch office details including office details at Delhi / NCR, Name of Directors/ Proprietor/ Partners with technical staff & others related details needs to be provided.	Submit the relevant information
7	Infrastructure and technical manpower. Adequate infrastructure for the said work including 24x7 technical updation and maintenance team.	Submit Company profile including infrastructure details and manpower list duly certified by the agency.
8	Audited Balance Sheets, Statement of Profit and Loss from a firm of Chartered Accountants for the following financial Years: 2017-18 2018-19 2019-20	Submit copies of audited balance sheets, statement of Profit and Loss Account.
9	Proof of minimum average annual financial turnover amounting to Rs.50,00,000/- (Rupees Fifty Lac only) in the relevant event management field duly certified from the firm of Chartered Accountants for the following financial Years: 2017-18	Copy of certificate from Chartered Accountants indicating the turnover specifically from the Event Management field to be submitted

	2018-19 2019-20	
10	Five (05) Virtual Exhibitions/ events out of which three (03) virtual exhibitions/ events for a Central/State Government client i.e., Ministry/ Department/ PSU (Public Sector Undertaking), Govt. Autonomous Body/Authority and CII, FICCI and ASSOCHAM where the end user/ ultimate client is the Government in the time frame during 1 <sup>st</sup> April 2020 to 31 <sup>st</sup> December 2020. One single virtual exhibition/ event should be for a billed amount of not less than Rs.15.00 Lakh (Rupees Fifteen Lakh) (excluding all taxes & levies etc)	Self-attested copies duly certified Work Order issued by the client OR Copy of the Tax Invoice raised to organizer.
11	Copy of the ITR for the financial years,2017-18, 2018-19 & 2019-20 (Assessment years 2018-19, 2019-20 & 2020-21	Copy of ITR for the required financial years/ Assessment years to be submit.
12	The bidder should provide information on any <b>history of litigation or arbitration</b> resulting from contracts in last one year currently under execution. Year Award for/ or against bidder Name of Client Litigation & Dispute Matter Disputed Amount in Rs.	The required information is to be provided to this clause. If the information to be furnished in this schedule is not given and come to the subsequently knowledge of ITDC, the same will result in disqualification of the bidder,

13	<p>In order to substantiate the complete understanding/ clarity in respect of event concept, proposal originality, innovative ideas and suggestions, Creativity and proposed concept plan to manage this virtual Bharat Parv 2021 (event strategy), the bidder is required to submit the hard copy along with soft copy of proposal/ presentation.</p> <p>Note-If required, the bidder has to make multiple Audio video/ power point presentations in front of appropriate authorities as informed by ITDC. All such presentations if any shall be at bidders' risk, cost and responsibility.</p>	<p>The party is required to submit a soft copy of presentation in the form of CD/DVD/Pen drive, to DGM (Ashok Events) before the closing date of Bid.</p>
14	<b>EMD Refund Form</b>	EMD Refund Form as per Annexure- V

### **Financial Bid**

The financial bid should include:-

- (a) 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.
- (b) 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.
- (c) Rates of GST to be indicated separately in the financial bid.

- (d) The Financial Bid shall not include any conditions attached to it and if any such condition is found, the financial proposal shall be rejected out rightly.
- (e) ITDC-Ashok Events Division will evaluate and compare only those bids that are substantially responsive in accordance with NIT terms.
- (f) In preparing the Financial Proposal, the prospective agencies are expected to take into account the requirements and conditions outlined in the tender document.
- (g) 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.

#### **PAYMENT TERMS.**

1. No Advance payment will be made.
2. 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.
3. The bill to be submitted to ITDC-Ashok Events Division within 15 days of successful completion of event.
4. All payments will be made after successful completion of the event to the entire satisfaction of ITDC Ltd. and Principal Organizers i.e. Ministry of Tourism (MOT) and after receipt of payment by ITDC-Ashok Events from MOT.
5. 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.

6. 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.

## **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 **10%** of the contract price (inclusive of all taxes etc) to the ITDC Ltd. 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 II).
- c. This Bank Guarantee shall be irrevocable and remain in full force for a period of 90 (ninety) days 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. If the selected bidder fails to submit the performance guarantee, the EMD remitted by him will be forfeited by the ITDC Ltd. and his bid will be held void.
- e. Upon the selected bidder's furnishing of performance security/guarantee and signing of contractual documents, the ITDC Ltd. will refund their EMD amount if the same has not been partly adjusted in performance security amount.
- f. In case of 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.

- g. The successful bidder is required to enter into an agreement with ITDC Ltd. (refer Annexure-III) immediately within 03 (three) day of after issue of Letter of Intent/award of work.

### **FORFEITING OF 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 forfeiture of the EMD /Security Deposit and black listing of the bidder.
- b. The 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 maybe fortified in case of but not limited to:
1. In case of complaints in regards to poor performance or non- performance of Facilities as mentioned in tender documents.
  2. In case of damage to ITDC/National property.
  3. In case of Termination of Contract by ITDC for any breach of contract mentioned in this document/agreement.
  4. In case, if bidder does not perform the said work at all, or delays in handing over of project complete in all respect by 24<sup>th</sup> January 2021(ready for event) 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.

### **INDEMNIFICATION**

The bidder will protect the interest of ITDC Ltd. / MoT 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 following also:

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.

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

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

### **DISCLAIMER**

1. 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.
2. 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.
3. 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.

4. 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 uploaded 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.
5. 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.
6. 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) then search in tenders Menu.

## **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.

### **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** 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.

### **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.

### **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.

### **Governing Laws and Jurisdiction**

The Agreement shall be governed by the laws in force in India. Any dispute arising in relation to the agreement shall be subject to the

jurisdiction of courts at Delhi.

## **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 Ltd (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.

Dy. General Manager, ITDC – Ashok Events  
India Tourism Development Corporation Ltd  
Ashok Events Division.  
Ground Floor (Adjacent to Convention Hall)  
The Ashok Hotel  
Diplomatic Enclave  
50-B, Chanakyapuri  
New Delhi-110 021  
Tel No. 011–26872616  
Fax No. 011- 26873167

**ANNEXURE-I**

**SELF DECLARATION OF NOT-BLACKLISTED**

(On Company Letter Head)

To

Date:

Deputy General Manager  
ITDC – Ashok Events  
India Tourism Development Corporation Ltd,  
Ashok Events Division  
3rd Floor, Annexe Wing,  
The Ashok Hotel  
50-B, Chanakyapuri,  
New Delhi-110 021

Dear Sir,

This is to declare that our company\_\_\_\_\_ is not blacklisted by any Central/State Government client i.e., Ministry/ Department/ PSU (Public Sector Undertaking), Govt. Autonomous Body/Authority and CII, FICCI and ASSOCHAM etc.

**Name of Bidder:**

**Signature of the Bidder with seal**

**Format of Bank Guarantee**

BG No.

Date:

1. In consideration of you, ITDC - Ashok Events, The Ashok, 50-B Chanakyapuri, New Delhi – 110021 on behalf of Ministry of Tourism, Government of India. (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) 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 assigns), for appointment as Agency for [name of assignment] 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 fulfilment 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 fulfil 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 fulfilment 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 fulfilment 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 fulfil 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 remain in full force for a period of 90 (ninety) days 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.

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 fulfilment 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 issuing Branch should be mentioned on the covering letter of issuing Branch.

On stamp paper of Rs.100/-

ANNEXURE-III

**DRAFT AGREEMENT**

“This Agreement is made at New Delhi on this the \_\_\_\_\_ day of \_\_\_\_\_ 2021 between ITDC Ltd a Govt. of India Undertaking having its Registered Office at Scope Complex, Core-8, Lodi Road New Delhi – 1100 03) through Mr/Mrs \_\_\_\_\_ General Manager (Ashok Events) (hereinafter referred to as the First Party or Corporation) which expression shall unless the context otherwise required shall mean and include its successors and assignees of the one part.”

And

M/s \_\_\_\_\_, a Company duly incorporated under the Indian \_\_\_\_\_ Companies \_\_\_\_\_ Act/Proprietor/Partnership, through Shri \_\_\_\_\_ its (designation), who is duly authorized to sign this Agreement, having its registered office at \_\_\_\_\_. (Hereinafter referred to as the Second Party or the Agency) which expression shall unless the context otherwise required shall mean and include its successors and assignees of the other part:

Whereas the Corporation has floated tender for appointment of an agency for Bharat Parv 2021 in conjunction with Republic Day Celebrations-2021 on a virtual platform to design, develop, operate, maintain and support the virtual platform **from 26<sup>th</sup> – 31<sup>st</sup> January, 2021** as per the scope of work and specifications given in the tender document. And whereas pursuant to the said tender, the Agency has submitted its tender.

And whereas based on the representations made by the Agency and being found eligible, the ITDC has agreed to award the contract to the Agency. And whereas the parties wish to adduce the terms and conditions for the said supply in writing as under:-”

1. That the Agency shall manage the quantity and quality of manpower and equipment before services are rendered. The quality/quantity/services rendered should match with the given scope of work and specification all the time.

2. That the Corporation reserves the right to reject any services for not confirming to the approved scope of work /specification at its discretion

and such a decision shall be final and binding on the Agency. The Agency shall have to adhere to all the NIT conditions and if the Agency fails to abide by the same, the ITDC reserves the right to hire the services from any other source at contactors risk and cost and recover the cost from the Agency.

3. That in the event of transpiring that the services rendered material delivered is not in accordance with the approved scope of work/specifications, the services will be rejected and the Agency will be responsible for making alternate arrangements for the required services conforming to defined and agreed scope of work / specification and/ or reimbursing the Corporation for loss sustained on this account. The delivery shall be in tune with the laid down standards / international standards.

1. That timely rendering of services will be the essence of the contract. Now it is hereby agreed between the parties as follows: -

a) The services will be made strictly as per given and agreed schedule/scope of work. The Corporation also reserves the right to terminate the contract at any time and without assigning any reason thereof about its intention to do so in writing to the Agency and the Agency shall not be entitled to any compensation by reasons of such earlier termination or event being cancelled.

b) The Agency shall be responsible for performing all or any of the services detailed in and arising out of the contract during the day and also at night without any additional remuneration when so directed by the corporation or by any officer authorized in this behalf

c). The Corporation reserves the right of placing the contract simultaneously or any time during this period with one or more articles or quantity does not by itself confer a right on the Agency on demand that the supply/services of all or of any item thereof, should necessarily be exclusively entrusted to him.

d). The Agency shall install all the setup/ requirements at the virtual platform latest by **24<sup>th</sup> January, 2021** as per the ordered scope of work hereto annexed and subject to the conditions contained in the said schedule which shall be taken as part of this contract, in such number and quantity as may from time to time be required for and on behalf of the corporation by any officer duly authorized in this behalf at the rates and prices mentioned in the said schedule.

e). The Virtual Platform so design shall be of the best quality and of the exact quality and description demanded and shall be liable to be rejected by the company or any officer authorized in this behalf by the corporation to inspect or reject services rendered by the Agency, if any items be not up to the standard required.

2. In case any of the services/requirements is so rejected, the approving officer shall not be required to assign or give any reason for such rejection and decision shall be final conclusive and binding upon the Agency. In case of any of the said services/requirements being rejected or not being supplied/services rendered as aforesaid the corporation shall be at liberty to hire the services/procure the services as may be required in that behalf, at the cost and expense of the Agency and the Agency shall, upon demand pay to the corporation all such costs charges and expenses and interests as shall upon demand pay to the corporation all such cost charges and expenses and interests as shall or may be incurred or sustained in hiring the services/procuring of services, the Agency shall be liable to pay in addition, to the corporation the amount incurred extra at the option of the corporation as liquidated damages for each and every such default or for any such breach of the contract, as often as the same shall happen, the corporation being at liberty to retain the said sums from the amount of any bills that may or shall become due to the Agency or from EMD/Security amount/performance bank guarantee deposited by him for the due performance of this contract.
3. The agency shall indemnify the ITDC from any direct or indirect losses suffered by ITDC due to non-compliance of the provisions/requirements of the Goods & Services Tax Act. Further in contingency of any non-compliance which result into loss of input credit to ITDC, the agency shall pay ITDC an amount equal to lost input credit along with interest/penalties or any other monetary loss suffered because of such non-compliance under GST Act including any monetary loss or otherwise arising due to legal proceedings initiated by the tax authorities as a result of non-compliance/default in paying tax by ITDC.
4. In event of any rectification of defective services/requirements or replacement of any defective item/services during event period, the same will be rectified /replaced immediately.

5. Timely and quality execution of an event on virtual platform from 26<sup>th</sup> to 31<sup>st</sup> January, 2021, including extension thereof, if any, as per NIT, is the essence of this agreement. In case of delay in services rendered, liquidated damages, as deemed fit, may be charged from the defaulting Agency. The Corporation further reserves the right to cancel the contract in the event of delayed services, and to issue a contract on any other source at the risk and cost of the Agency. After the acceptance of services, in case of any complaint received from the guests/users at the time of event / use of the items, the Corporation reserves the right to deduct the complete cost of the services rendered/material supplied and if complaints continue to persist and if there is no remedial action to the satisfaction, then receipts/acceptance of services will be stopped forthwith. The Corporation reserves the right to reject defective services/ items. Services / defective supplies not meeting the scope of work/ items specifications, or deficient in any other respect, shall be rejected at the Agency/s risk and cost. Such supplies should be replaced free of charge immediately. In the event the services rendered/product supplied is found to be unacceptable due to services lapses of product deficiencies, the Corporation reserves the right at its sole discretion to cancel the contract and to withhold the payments. The Corporation reserves the right to cancel the contract in case of complaints, if any, received regarding quality, quantity, etc. subsequent to receipt of the items or services rendered against the scope of work against the contract which have been established as due to defaults on the part of the Agency.
6. In case of breach of any of the conditions of this agreement and the terms and conditions of the contract which shall form part of this agreement, the corporation shall be at liberty to terminate this contract forthwith without prejudice to the right of the corporation to claim damages on account of antecedent breaches thereof.
7. The Agency shall not be directly concerned or in any way deal with the officer or other persons employed by or under the authority corporation in making the services/items supplied hereby contracted for, nor shall the Agency either directly give or promise to pay or give or permit to be given to any person in any department under the corporation, money, or gratuity fee or reward for any matter or thing in any way relating to the performance of the contract.
8. The Agency shall be personally responsible for the quality and standards of equipments/items/services and shall be liable for civil

and criminal actions warranted for any deviation under any applicable law of land. The Agency shall be solely responsible for the compliance of provisions of the relevant Acts.” Services and supplies must be accompanied by a proper dated challan / advice mentioning therein separately the quantity ordered and quantity supplied vis-à-vis the ordered scope of work for this event.

9. The Agency shall not assign the present contract or in any manner allow any other person or persons to interfere in without the special permission in writing of the said officer on behalf of the corporation.
10. The Agency shall be entirely responsible for compliance of all the applicable statutory obligations including all taxes, duties, fees, levies etc incurred in conducting the event to the corporation.
11. The bills for the articles supplied/services rendered may be submitted along with the actual delivery of the articles /services rendered. Any other payment of the Agency’s bills for the supplies made under these terms and conditions shall be recovered from the Agency/s from his bills subsequently submitted for payment and if such over payments or any portion thereof is thereafter remitted by the Agency, the corporation shall give the right to recover the overcharges from the security deposit as well. The bills shall be made on proper printed bill from serially numbered and not on letterheads.
12. Any difference or dispute arising out of or related to this agreement will be referred to the sole arbitrator duly appointed by the Chairman and Managing Director of ITDC having its registered office at SCOPE Complex, Core-8. 7- Lodhi Road, New Delhi-3 as per the provisions of the Arbitration & Conciliation Act 1996 (amended from time to time) Save as above, the jurisdiction shall be of Delhi Courts only.
13. The performance security deposit by way of bank guarantee from the scheduled bank shall be submitted or the equivalent amount shall be deposited with the Corporation, within **03 (three)** working days of the receipt of acceptance of Letter of Intent (LoI) from the corporation. This amount shall be retained by the corporation and shall be refundable to the extent not appropriated or adjusted by the corporation in terms of this agreement, after due performance of the contract and on obtaining the satisfactory completion certificate from the principal organizer. Any request for foreclosure of Bank

Guarantee/ refund of Performance Security Deposit will not be considered by the Corporation.

14. In the event of, Event being extended, the ITDC reserves the right to call upon the Agency/s to continue the supplies for the extended period excess of the contracted period at the pro-rata rates of the contract. Similarly, the management reserves the right to defer the commencement of the services as per the requirement of ITDC.
15. Subject to clause above DELHI COURTS alone will have jurisdiction. Cost of stamp paper shall be borne by the Agency.
16. That the terms of the NIT shall be read as a part and parcel of this Agreement.
17. IN WITNESS TO THIS parties above mentioned have signed the contract on the date and year first stated above.
18. That Successful bidder shall indemnify and hold harmless ITDC Ashok Events from any loss, liability, damage or expense arising from or in connection with:
  - i. any claim that the personnel provided by successful bidder, or any other assignees of successful bidder are employees of ITDC for any purpose;
  - ii. Any claim that successful bidder or its associate/ sub vendor has failed to compensate its employees, including the payment of prevailing wages in accordance with the applicable law;
  - iii. Any claim that successful bidder has not complied with any wage and/or employment laws, rules regulations or common law;
  - iv. The Vendor 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 Vendor. The Vendor indemnifies the ITDC from any losses monetary or otherwise suffered on account of non-compliance of anti-profiteering clause by the Vendor.
  - v The Vendor shall indemnify the ITDC from any direct or indirect

losses suffered by the ITDC due to non-compliance on part of vendor under GST Act, which adversely effects the GSTN rating of ITDC.

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

### **PAYMENT TERMS**

1. No Advance payment will be made.
2. 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.
3. The bill to be submitted to ITDC-Ashok Events Division within 15 days after successful completion of the event.
4. All payments will be made after successful completion of the event to the entire satisfaction of ITDC Ltd. and Principal Organizers i.e. Ministry of Tourism (MOT) and after receipt of payment by ITDC Ltd. from MOT.
5. 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.

6. 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 DAMAGES**

In the event of the agency's failure to complete the work within the specified time, ITDC-Ashok Events may without prejudice to his any other rights recover from the successful bidder the entire amount of penalty imposed by the client for the event or an amount deemed appropriate as liquidated damages.

IN PRESENCE OF Signed and delivered by the above named Agency

SIGNATURES OF PARTY WITH SEAL    SIGNATURES OF BUYER  
SEAL

WITNESS

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**FINANCIAL BID**

**Tender No. ITDC/AE/MoT/Events/Bharat Parv 2021/ VP:  
Dated 1st January 2021**

**for**

**APPOINTMENT OF AN AGENCY FOR BHARAT PARV-2021 IN  
COJUNCTION WITH REPLUBIC DAY CELEBRATIONS-2021 ON  
A VIRTUAL PLTFORM TO  
DESIGN,DEVELOP,OPERATE,MAINTAIN AND SUPPORT THE  
VIRTUAL PLATFORM.**

**FINANCIAL BID**

TOTAL AMOUNT: Rs.

TOTAL AMOUNT IN WORDS: Rupees

GST / GST Cess Extra

Duly Signed & Stamped by the Authorised Signatory.

**EMD REFUND FORM**

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

**APPOINTMENT OF AN AGENCY FOR BHARAT PARV IN  
COJUNCTION WITHREPLUBIC DAY CELEBRATIONS-2021 ON A  
VIRTUAL PLTFORM TO  
DESIGN,DEVELOP,OPERATE,MAINTAIN AND SUPPORT THE  
VIRTUAL PLATFORM**

**Details of the bidder**

Name of the firm:-

\_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of the Authorized Signatory:

\_\_\_\_\_

Contact No:

\_\_\_\_\_  
—

Email id:

\_\_\_\_\_  
\_\_\_\_\_

**Details of EMD submitted:**

In case of payment through RTGS please provide the Bank transaction reference number: \_\_\_\_\_

In case of payment through NEFT please provide the UTR

number:

\_\_\_\_\_

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

No:

\_\_\_\_\_  
\_\_\_\_\_

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

Name of Bank: \_\_\_\_\_

Branch name & Address: \_\_\_\_\_

IFSC Code: \_\_\_\_\_

Account No: \_\_\_\_\_ Account Type: \_\_\_\_\_

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

Signature of the authorized signatory

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

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

Official Seal