



TENDER DOCUMENT

भारत पर्यटन विकास निगम लिमिटेड
India Tourism Development Corporation Limited
(A Government of India Undertaking)
ASHOK EVENTS

Notice Inviting E- Tender

TENDER NOTICE NO: ITDC ASHOK EVENTS/PM/2021 Dated 03.07.2021

Rate Contract
for
Appointment of Agency having set up in Delhi/NCR
for
providing / supplying Professional Manpower for
Conferences on hire basis.

Contact Person: Sr. Manager (Ashok Events)
The Ashok, 50 B, Chanakyapuri, New Delhi - 110021

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INDIA TOURISM DEVELOPMENT CORPORATION LTD

Ashok Events

SUMMARY OF E-TENDER DETAILS

Rate Contract for Appointment of an Agency having set up in Delhi/NCR for providing/ supplying Professional Manpower for Conference/s on hire basis

Estimated Tender Value	Rs 61,00,000/- (Rupees Sixty one lac only)
Earnest Money Deposit	NIL
Performance Security Deposit Amount	Rs. 1,83,000/- (Rupees One lac eighty three thousand only)
Start date & Time of Submission	09.07.2021 at 10.00 Hrs
Last Date and Time of submission	23.07.2021 (18.00 Hrs).
Place of submission of Tender	E-Tender (Online)
Pre-Bid Meeting	07.07.2021 12.00 Noon to 12.30 pm Ashok Events Division Near to Convention Hall, The Ashok Hotel 50 B,Chankyapuri,New Delhi-110021
Date and Time of Opening of Tender	24.07.2021 at 16.00 Hrs
Place of Opening of Tender	Electronically
Contact Person	Sr. Manager, ITDC - Ashok Events India Tourism Development Corporation Ltd, Ashok Events Division Near to Convention Hall, The Ashok Hotel 50 B,Chankya puri,New Delhi-110021 Tel No. 011-26872616

In case of insufficient response to the e tender, the extension will be given as per ITDC-Ashok Events Division guidelines. All Corrigendum / extension regarding the tender shall be uploaded on this website only i.e. <https://etenders.gov.in/eprocure/app> or through link<tenders><etenders> on the home page of our website www.itdc.co.in.

E-TENDER NOTICE
INDIA TOURISM DEVELOPMENT CORPORATION LIMITED

ASHOK EVENTS DIVISION
TENDER NOTICE NO: ITDC-ASHOK EVENTS DIVISION /PM/2021

Rate Contract for Appointment of an Agency having set up in Delhi/NCR for providing / supplying Professional Manpower for conference/s on hire basis.

E-Tenders are invited from well established, experienced, reputed and professional agencies specializing in having their own infrastructure for providing professional manpower on Rate Contract basis for a period of two years, extendable by one year on mutual consent and as per the specifications / terms & conditions in the tender document.

The agency appointed as per the process enlisted in this document will be responsible for providing / supplying Professional Manpower for conference/s on hire basis as per the qualitative, quantitative and time schedule requirements of ITDC-ASHOK EVENTS DIVISION / principal client. The details / description of services required are listed in this document.

The bids should be submitted on the prescribed two tier bid system i.e. technical bid & financial bid as per the instructions given in the online portal i.e. <https://etenders.gov.in/eprocure/app>.

Agencies / Parties having Average Annual Turnover of Rs. 18,30,000/- (Rupees Eighteen lakh thirty thousand only) in the relevant field of providing / supplying Professional Manpower for conference/s, on hire basis during the 3 financial years i.e. 2017-18, 2018-19 & 2019-20 and in case of calendar year 2017, 2018 & 2019 need only apply.

For other Terms & Conditions please refer to the NIT/ Tender document.

The required documents complete in all respect are to be uploaded on e-portal only i.e. <https://etenders.gov.in/eprocure/app>.

Interested / prospective bidders are requested to upload their responses to the "Tender/ Bid" through online portal only i.e. <https://etenders.gov.in/eprocure/app> till 23.07.2021 upto 18:00 hours and the technical e-bids will be opened on 24.07.2021 at 16:00 hours.

For any clarifications contact: Sr. Manager, ITDC – Ashok Events, India Tourism Development Corporation Ltd, Ashok Events Division, Near to Convention Hall, The Ashok Hotel , 50-B, Chanakyapuri, New Delhi-110021, Tel No. 011- 26872616.

Instructions/Guidelines for NIC E-Tendering Portal

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

For Registration of Bidders - Click “Online Bidder Enrolment” link + Bidders registration manual

For Bidders – Class 3 DSCs are required

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

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

Every bidder can participate from their own location.

Tab “Help For Contractors”

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

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnlTrustline/SafeScrt/TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. The BOQ template must not be modified /replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.

10. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
11. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
12. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
13. It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
14. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
15. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
16. At the time of freezing the bid, the e Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
17. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
18. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. The System does not certify for its correctness.
19. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
20. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
21. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
22. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.

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

Frequently Asked Questions on Digital Signature Certificate

1. What is a Digital Signature Certificate?

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

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

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

3. Who issues the Digital Signature Certificate?

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

4. What are the different types of Digital Signature Certificates valid for e Tendering programmme

The different types of Digital Signature Certificates are: Class 2: Here, the identity of a person is verified against a trusted, pre-verified database. Class 3: This is the highest level where the person needs to present himself or herself in front of a Registration Authority (RA) and prove his/ her identity. 5. What type of Digital Signature Certificate (DSC) is to be obtained for e Filing on the e Tendering Portal? DSC of Class 2 and Class 3 category issued by a licensed Certifying Authority (CA) needs to be obtained for e filing on the e Tendering Portal.

5. What is the cost of obtaining a Digital Signature Certificate?

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

6. How to obtain DSC for dept users?

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

7. How to obtain DSC for contractors/bidders

Bidders can obtain the e Tokens from the following address [To View click here](#)

8. How much time does CAs take to issue a DSC?

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

9. What is the validity period of a Digital Signature Certificate?

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

10. What is the legal status of a Digital Signature?

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

11. Is a company required to obtain a Digital Signature Certificate in its own name for e Tendering

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

12. Can I do e-filing of documents if I do not possess a DSC?

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

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

24 Hour Support details

For any technical related queries please call at 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787. International Bidders are requested to prefix 91 as country code

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

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

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

For any Policy related matter / Clarifications

Please contact Dept of Expenditure, Ministry of Finance.

E-Mail: cPPP-doe[at]nic[dot]in

E - TENDER DOCUMENT
(Ashok Events Division)

SUB: Rate Contract for Appointment of an Agency having set up in Delhi/NCR for providing / supplying Professional Manpower for conference/s on hire basis.

1. **Background:** ITDC-ASHOK EVENTS DIVISION - Ashok Events is the event management division of the India Tourism Development Corporation Ltd - A Government of India Undertaking. Over the years ITDC-ASHOK EVENTS DIVISION - has successfully managed International & National events that have contributed to establish ITDC-Ashok Events Division as a leader - both as a Professional Conference Organizer (PCO) and as an Event Manager both in India and abroad.

ITDC-ASHOK EVENTS DIVISION is a trusted and reputed name in the field of PCO / Event Management offering event management services for conferences, exhibitions and events to its clients. The clientele list includes Ministries / Government Departments / State Governments, PSU's and other organizations of repute.

2. **Purpose:** E-tender (online bids) are invited by I.T.D.C. Ltd (A Government of India Undertaking) to appoint a well-established, experienced, reputed, professional agency and having set up in Delhi / NCR to provide / supply Professional Manpower for conference/s, on hire basis as per the requirements of ITDC-ASHOK EVENTS DIVISION / Principal organizer, under rate contract basis for a period of two years, extendable by one year on mutual consent. The agency appointed as per the process enlisted in this document will be responsible for the deliverance of providing / supplying Professional Manpower on hire basis as per the qualitative, quantitative and time schedule requirements of ITDC-ASHOK EVENTS DIVISION / its clients. The details / description of goods, services required are listed in this tender document under the Financial Bid Format at Annexure X.

3. **Scope of work:** ITDC-ASHOK EVENTS DIVISION which is in the field of providing event management services to its clients provides through this tender in the process to appoint a professional agency having its own set up for providing Professional Conference Manpower on hire / temporary basis, that include and comprise large, medium and small national and international level Conferences / Exhibitions / Sammelans / Parvs and / or Events etc on rate contract basis.

Note:-

- It may be understood and agreed that the rate contract entered between ITDC-ASHOK EVENTS DIVISION and the appointed agency does not exclude the right of ITDC-ASHOK EVENTS DIVISION to seek / engage other sources of Professional Conference Manpower provider/s / suppliers on hire basis for its requirements or requirements of its client/s during the period of the contract.
- The agency appointed as per the process enlisted in this document will be responsible for the deliverance of providing / supplying Professional Conference Manpower on

hire basis as per the qualitative, quantitative and time schedule requirements of ITDC-ASHOK EVENTS DIVISION / its clients. The details / description of goods, services required are listed in this tender document under the Financial Bid Format at Annexure X.

- With a view to protect its interests or the interests of its clients, ITDC-ASHOK EVENTS DIVISION reserves the discretion and right to seek / engage and / or entrust any agency / supplier with any of its requirements /its clients. The decision of ITDC-ASHOK EVENTS DIVISION in this regard shall be final & binding.
- The core business of the intending bidder should be of providing / supplying Professional Conference Manpower on hire basis.
- The intending bidder should have its registered office located in an authorized area of Delhi/NCR.
- Intending bidders should have a minimum of 3 years continuous experience as on 31.03.2020 in providing / supplying Professional Conference Manpower on hire basis, having set-up in Delhi/ NCR - which also includes providing of manpower for national / international level conferences, exhibitions and / or events.
- The intending bidders should be able to provide / supply Professional Conference Manpower on hire basis as listed in the tender document.
- The intending bidders should have experience of having provided/ supplied Professional Conference Manpower on hire basis for conferences / events in reputed venues including Vigyan Bhawan, reputed hotels, Indoor/Outdoor Events etc. Copies of work orders or Bills and satisfactory completion certificate or proof of receipt of payment in support of these events are required to be furnished as per the requirements of NIT.
- The intending bidder should have experience the services of providing / supplying Professional Manpower on hire basis for minimum 45 (Forty five) satisfactory Conferences / Events in the past three years ending 31st March 2020 & out of which at least 5 events/ conferences are organized for Central/ State Governments/ Public Sector Undertakings (PSUs)/ Government Bodies/Corporate Houses and Companies to be furnished as per Annexure-1. A list of these conferences / exhibitions / events duly certified by a firm of Chartered Accountants is required to be furnished along with following:-
 - (i) Copies of Work orders or Bills raised and
 - (ii) Satisfactory completion certificate or proof of receipt of payment.
- The intending bidder should have its registered office located in an authorized area of Delhi/NCR. Copies of property papers/ property tax receipt/ lease deed etc should be uploaded in support.
- Consistency of bidder experience for continuous 3 year in the relevant field is required.

- The minimum average annual turnover of the intending bidder should be Rs. 18,30,000/- (Rupees Eighteen lakhs thirty thousand only) or more in preceding three (03) financial years 2017-18, 2018-19 & 2019-20 and 2017,2018 & 2019 in case of calendar year.
 - Certified copies of complete set of Balance sheet, Statement of Profit & Loss, Note to Accounts of these 3 years by a firm of Chartered Accountants, PAN no. in the name of the company /Partnership firm/ proprietorship and Goods & Services Tax (GST) is to be uploaded as listed in NIT.
 - Conditional offers shall not be accepted and bid will be summarily rejected.
 - It must be clearly understood that the ITDC-ASHOK EVENTS DIVISION reserves the right to reject any tender without assigning any reason whatsoever. The bidders shall be bound by the terms and conditions of the tender and the agreement and shall not raise any objection on the same during the currency period of the agreement and extended period thereof, if any.
 - The bidder shall give an Undertaking to the effect that they shall not give/offer their services to any client of ITDC-ASHOK EVENTS DIVISION directly at rates lower than the rates offered to ITDC-ASHOK EVENTS DIVISION without permission of ITDC-ASHOK EVENTS DIVISION. In the event it is found that this has been done, ITDC-ASHOK EVENTS DIVISION reserves the right to cancel the Rate Contract without assigning any reason thereof. Intending bidders should read, understand and agree to the points pertaining to Conflict of Interest of this document.
 - The bidders must carefully read and understand the terms and conditions of the tender. Submission of a bid shall be taken as an acceptance on the part of the bidder to the provisions, terms and conditions of this document.
 - The estimated tender value is Rs 61,00,000/-. However volume of business indicated in the tender is indicative and may vary as per actual requirement. ITDC-Ashok Events Division does not guarantee any firm volume of business and the actual business may increase or decrease depending on the requirements received by ITDC-Ashok Events Division from its principal organizers (i.e. Ministries/ Departments /PSUs/ Associations/ Autonomous Bodies/ Institutions etc.) spread over a period of two years.
4. The tender document is available on online portal <https://etenders.gov.in> /eprocure/app or through link <Tenders><e-tenders> and tender information is also available on the home page of our website www.itdc.co.in from-03.07.2021. The online bids will be received till 23.07.2021 up to 18:00 Hrs. The online technical bids will be opened on 24.07.2021 at 16:00 Hrs. electronically.

5. The bidders who are desirous of participating in e-tender shall upload their technical and financial bids in the prescribed formats. The bidder shall upload all bid documents with Digital Signature Certificate (DSC) of Class-3 (Signing & Encryption both) owning the responsibility for their correctness / authenticity.
6. The bids are required to be uploaded strictly as per the guidelines indicated as given in online portal i.e.- <https://etenders.gov.in/eprocure/app>.

7. **Instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

8. More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>.

9. **REGISTRATION**

- a. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:- <https://etenders.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- b. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.
- e. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

10. **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

11. **11. PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the related website as given in the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidders, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

12. SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. **If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders.** Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 4) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

13. ASSISTANCE TO BIDDERS

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

The bidders are required to have class -3 digital certificate with both signing and encryption from the authorized digital signature Issuance Company. Please refer online portal i.e -<https://etenders.gov.in/eprocure/app> for more details.

14. The prospective bidders should read and understand carefully the clauses mentioned as here under before submitting their bid. The required clarifications, if any, may be sought prior to the uploading of bid. It is desirable in bidders own interest to attend the Pre-Bid Meeting so as to understand and clarify any issues related to tender. No request for clarification will be entertained, post the pre-bid meeting.
15. The financial / price bid is to be uploaded on online portal and only on website <https://etenders.gov.in/eprocure/app> as per website/NIT guidelines.
16. The prospective bidder is required to upload complete set of copies of audited Balance Sheet, Statement of profit & Loss and duly certified from a firm of Chartered Accountants for the Years, namely:

<u>Agencies following Financial Year as accounting year</u>	<u>Agencies following calendar year as accounting year</u>
(a) For the F.Y 2019-2020	Calendar year 2019
(b) For the F.Y 2018-2019	Calendar year 2018
(c) For the F.Y2017-2018	Calendar year 2017

17. Proof of minimum average annual turnover amounting to Rs 18,30,000/- (Rupees Eighteen Lac thirty thousand only) in the relevant field of providing conference manpower on hire basis duly certified from the firm of Chartered Accountants during 3 financial years ending 31st March of following years- 2017-2018, 2018-2019 & 2019-2020 or calendar year 2017, 2018 & 2019 to be uploaded.
18. Structure of firm, Sister Concerns, branch offices etc., Name of Director(s)/ Partner(s) / Proprietor with technical staff & others related details to be uploaded.

19. Original documents, if required, may be asked from the bidders after opening of Technical bid for cross verification and submission.
20. Submission of an e-tender by a bidder implies that the bidder has read this tender document / notice and all other contract documents and has made themselves aware of the scope and specifications of the work to be awarded to him by this Corporation (ITDC-ASHOK EVENTS DIVISION).
21. All rates shall be quoted in online e-tender price bid form and shall include –
 - (a) All rates shall be quoted in the online financial bid shall include all material, labour, transportation, all taxes, duties, testing, commissioning, supervision, tools, plants, wastage, sundries, scaffoldings as required for mobilization, demobilization, transportation etc. and nothing extra shall be payable on any account. The above rates shall not include the GST (Goods and Service Tax) & GST Cess.
 - (b) The successful bidder shall submit to ITDC-ASHOK EVENTS DIVISION the GST compliant tax invoice / debit note / revised tax invoice. GST charged in the tax invoice / debit note / revised tax invoice by the supplier shall be released separately to the supplier only after supplier files the outward supply details in GSTR-1 on GSTN portal and Reconciliation of Inward supply is done by ITDC-ASHOK EVENTS DIVISION with corresponding details of outward supply of supplier and supplier accept the changes made by ITDC-ASHOK EVENTS DIVISION and has paid the GST at the time of filling the returns, as applicable.
 - (c) The statutory obligations like ESI/EPF shall be paid by the successful bidder (wherever applicable) Bidder will submit respective challans along with their bills.
 - (d) The successful bidder shall be solely responsible for complying with all the prevailing statutory provisions of EPF, Miscellaneous Provisions Act 1952 and ESI Act relating to manpower engaged for this contract and in the event of any liability on ITDC-Ashok Event Division by virtue of its being the principle employer due to failure of the contractor to comply with the said acts, the contractor shall indemnify and reimburse the amount payable by ITDC- Ashok Event Division on this account.
 - (e) As per law of land, Statutory deductions like TDS (Income Tax)/ TDS under GST (as applicable) etc shall be made from the contractor's bill as applicable.
 - (f) The bidder must quote the rates in the e-bid for all the items listed in the scope of work/ financial bid format. In the absence of rates not quoted for any or all the items, the bid will be rejected out rightly.
22. On acceptance of tender, the successful bidder shall furnish the Security Deposit **or** Performance Guarantee shall be deposited by the party in form of bank transfer/demand draft payable at New Delhi in favour of ITDC-ASHOK EVENTS DIVISION within 15 days from the date of acceptance of Letter of Intent (LoI). Alternatively, the successful bidder may furnish the Performance Bank Guarantee issued by any scheduled bank equivalent to the security deposit amount in favor of ITDC-ASHOK EVENTS DIVISION duly executed as per the format given by ITDC-ASHOK EVENTS DIVISION. The Bank Guarantee shall be irrevocable and remain in full force for a period of contract i.e. 2 years plus 6 months post expiry period of

contract or for extended period, if any, as may be mutually agreed 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. If the selected bidder fails to submit the performance bank guarantee in stipulated time with ITDC-ASHOK EVENTS DIVISION the e-bid will be held void.

23. For the services required in the tender, the prices shall be quoted in Indian Rupees only and Payment for such services as specified in the agreement shall also be made in Indian Rupees only.
24. The General Terms & Conditions of the Contract or any special condition of the contract as given in the tender document, will form integral part of the contract. The bidders are required to sign complete tender document (each page) with digital signature as a token of acceptance of all the terms & conditions as given in tender document and upload the same on e-portal.
25. A bidder shall submit the tender which satisfies each and every condition laid down in this notice, failing which the tender is liable to be rejected.
26. ITDC-ASHOK EVENTS DIVISION does not bind itself to accept the lowest or any tender or to give any reasons for their decisions which shall be final and binding on the bidders.
27. India Tourism Development Corporation reserves the right of accepting the whole or any part of the tender and bidder shall be bound to perform the same at his quoted rates.
28. The validity of the e-tender(s) shall be for a period of 90 days (Ninety days) from the date of opening of online tender.
29. In case, it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the bidder or the applicant has made material misrepresentation or has given any materially incorrect or false information, appropriate legal/ penal etc. action shall be taken by ITDC-ASHOK EVENTS DIVISION including but not limited to forfeiture of, Security Deposit , black listing etc., as deemed fit by ITDC-ASHOK EVENTS DIVISION / Client.
30. Conditional tenders and tenders not uploaded with appropriate/ desired documents may be rejected and decision of I.T.D.C –Ashok Events DIVISION in this regard shall be final and binding.
31. The agency shall be solely responsible for complying with the provisions of Employee Provident Fund Organisation and Employee State Insurance Acts etc., (in force and as amended from time to time) relating to manpower engaged to this contract. In the event of any liability on ITDC-Ashok Events Division due to failure of contract to comply the said Acts, the agency shall indemnify and reimburse the amount payable to ITDC-Ashok Events Division on this account. However it must be clearly understood that the successful agency/bidder will comply to all statutory obligations in force and as amended from time to time and ITDC-Ashok Events Division will not be held responsible in any manner whatsoever for any non-compliance of statutory obligations.

32 Check list (Annexure–VIII) along with complete set of tender document, supporting documents duly signed and stamped must be uploaded by the bidder.

33. Integrity Pact-

- The prospective bidders are required to upload the duly filled, stamped and signed Integrity pact as per the format given in Annexure-III 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 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 ASHOK EVENTS is given below-

1. Dr Bhushan Chander Gupta IAS (Retd)
3297, Sector 19-D, Chandigarh-160019
Mobile No- 9971199729
Email- bcgupta2000@yahoo.com.

2. Shri Jagmohan Garg (Ex-Vigilance Commissioner CVC)
Flat No-604, ASPIRE-2, Emerald Court, Supertech
Sector-93 A, Noida Expressway, Noida-201301 (UP)
Mobile No- 8800889956
Email- jagmohan.garg@gmail.com

34 This Notice of Tender (NIT) shall form part of the Contract Document.

35. Any amendment in tender conditions, corrigendum would be notified on Website only namely-<https://etenders.gov.in/e procure/app> or through link<tenders><e-tenders> on the home page of our website www.theashokgroup.com. The prospective bidders are advised to visit the website regularly.

36. Bids from consortiums are not allowed.

37. The technical bids should be uploaded as per the requirements of NIT and should not contain price information otherwise the bid will be rejected.

38. ITDC-ASHOK EVENTS DIVISION reserves the right to verify the claims made by the bidders and to carry out the capability assessment of the bidders and the ITDC-ASHOK EVENTS DIVISION decision shall be final and binding in this regard.

39. The Pre-bid meeting shall be convened on 07.07.2021 between 12.00 Noon to 12.30 P M at The Ashok Hotel, 50-B, Chanakyapuri, New Delhi-110021. It is desirable for the Bidders to attend the Pre-Bid Meeting so as to understand and clarify issues if any, related to Tender.

40. The bidder should provide information on any history of litigation or arbitration resulting from contracts in last three years and currently under execution.

- Year of Award for/ or against bidder-----

- Name of Client Litigation & Dispute-----
 - Matter Disputed-----
 - Amount in Rs-----
41. The Vendor shall indemnify the ITDC-ASHOK EVENTS DIVISION from any direct or indirect losses suffered by the ITDC ASHOK EVENTS due to non compliance on part of vendor under GST Act, which adversely affects the GSTN rating of ITDC-ASHOK EVENTS DIVISION.
42. In case of any non-compliance by the vendor which results into loss of input tax credit under GST Law to ITDC-ASHOK EVENTS DIVISION, the vendor shall pay ITDC ASHOK EVENTS 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.
- 43 Vendor indemnifies the ITDC-ASHOK EVENTS DIVISION against any loss monetary or otherwise arising due to legal proceedings initiated against ITDC ASHOK EVENTS DIVISION by the tax authorities as a result of non compliance / default in paying tax by vendor. Vendor shall indemnify ITDC-ASHOK EVENTS DIVISION in respect of the recourse action in case of "BLACK LISTING" under the "Compliance Rating Score" mechanism due to non compliance / default by Vendor.
44. 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-ASHOK EVENTS DIVISION for reimbursement of tax or reassessment of offer.
45. In view of inadequate response to the E-tender notification, the last date of receipt of E-bids will be extended & prospective bidders are requested to keep themselves informed by visiting the web-portal regularly for any corrigendum in respect of extension of due date for receipt of E-bid.
46. As per Govt. guidelines the Micro and Small Enterprises under MSME Act shall be exempted from payment of EMD deposit. However, they need to pay the performance security deposit in case of award of contract. However, 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.

EVALUATION CRITERIA FOR BIDDERS

The competency of the bidders with emphasis on deliverables sought as according to their core strength will be analysed/ evaluated as per the following stages of evaluation criteria-

S.No.	STAGES	Maximum. Marks
Stage 1	Pre-Qualification stage	0
Stage 2	(a) Technical Evaluation of Proposal	30
	(b) Evaluation of Power Point Presentation - as per Stage 2(b)	20
Stage	Financial bid	

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Stage -1:-

Pre-qualification Criteria for bidders:-

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

Sr. No	Pre -Qualification Documents	Documentary Evidence
1	Tender Document digitally signed & Stamped	Tender document digitally signed and stamped to be uploaded.
2	Earnest Money Deposit	NIL. Upload Bid Security Declaration as per Annexure II
3	A bidder who has been barred/blacklisted/banned for participation in Tender in past 3 years by ITDC-ASHOK EVENTS DIVISION or any identity of Government of India or GNCTD or by any State Government/Central Government / Departments/Agencies in India shall not be eligible to submit a proposal including during operation of the said barring/blacklist/banned order.	Please upload an undertaking placed as per Annexure IV on a Rs 100/- (Rupees One Hundred only) on Non-judicial stamp paper duly notarised by Notary Public to the effect that this Company/Partnership/Sole Proprietorship as the case may be, is not barred/blacklisted/banned by ITDC-ASHOK EVENTS DIVISION or any entity of Government of India or GNCTD or by any State Government/Central Government/Departments/Agencies in India before participation in a 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, action shall be taken as per NIT.
4	Copy of PAN No.	Please upload copy of PAN Card
5	Proof of Registration with Employee State Insurance Corporation (ESIC)	Please upload copy of ESIC Registration Certificate
6	Proof of Registration with Employee Provident	Please upload copy of EPFO Registration Certificate

	Fund Organisation	
7	Proof of Registration with Goods and Services Tax (GST) Law	Please upload copy of registration under Goods and Services Tax (GST) Law along with Annexure A & B
8	Organizational Structure of Firm: - Branch office including list of sister concerns, details including office details at Delhi / NCR, Name of Directors/ Proprietor/ Partners related details needs to be provided.	<ul style="list-style-type: none"> • Upload overall organization chart of the company showing position of Directors and Head office of the organization • Upload list of sister-concerns, Branch Offices including office details at Delhi/NCR.
9	In case companies following financial year as accounting year :- Audited Balance Sheets, Statement of Profit & Loss duly certified from a firm of Chartered Accountants for the 3 financial Years:- For the year 2017-18 For the year 2018-19 For the year 2019-20	Please upload copies of audited balance sheets, statement of Profit and Loss Account and Notes to Accounts duly certified from a firm of Chartered Accountants for three financial years as indicated.
10	In case the companies following calendar year as accounting year:- Audited Balance Sheets, Statement of Profit and Loss duly certified from a firm of Chartered Accountants for the 3 calendar years i.e:- For the Calendar year 2017 For the calendar year 2018 For the calendar year 2019	Please upload copies of audited balance sheets, statement of Profit and Loss Account and Notes to Accounts duly certified from a firm of Chartered Accountants for three calendar years as indicated.
11	Proof of minimum average annual financial turnover amounting to Rs 18,30,000/- (Rupees Eighteen Lakh thirty thousand only) in the relevant field of providing / supplying Professional Conference Manpower on hire / temporary basis for conferences/events from the firm of Chartered Accountant during 3 financial years ending 31st March each of following	Copy of Turnover certificate from the relevant field of providing Professional Manpower for Conferences from a firm of Chartered Accountant with seal and membership number to be uploaded.

	years 2017-18, 2018-19 & 2019-20. The agencies following the calendar year as accounting year should submit the above certificate indicating turnover for the financial years 2017, 2018 & 2019.	
12	The intending bidder should have provided for Professional conference manpower for minimum 45 (forty five) satisfactory Conferences / Events / Exhibitions in the past three years ending 31.03.2020 & out of which at least 5 events/ conferences are organized for Central /State Governments/ Public Sector Undertakings (PSUs)/Government Bodies /Corporate Houses and Companies	A list of these satisfactory conferences / exhibitions / events duly verified & signed by the intending bidder and certified by firm of Chartered Accountants is required to be uploaded along with:- (i) copy of Work order or Bills raised and (ii) Certificate of Satisfactory completion or proof of full payment received as per Annexure I.
13	Duly filled up, signed with stamp pre contract Integrity Pact on non-judicial stamp paper of Rs.100.00 or as may be applicable in the respective state whichever is higher	Please upload pre-contract integrity pact duly notarised by Notary Public as per Annexure III
14	Copy of the Income Tax Returns (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 uploaded.
15	The bidder shall upload a power of attorney authorizing the Signatory of the bid to sign and execute the contract in case the bid is signed by a person other than proprietor / partner / director.	Upload duly Notarised by Notary Public, Power of Attorney as per the format given in Annexure V.
16	The prospective bidder must have at least 3 (three) years continuous working experience in the field of providing / supplying Professional Conference Manpower on hire / temporary basis for conferences/events upto	Memorandum of Association and Articles of Association including Certificate of Incorporation/ Partnership deed etc to be uploaded along with supporting documents viz work orders/ bills/successful completion certificates for the prior period

	31.3.2020	
17	The intending bidder should have its registered office located in an authorised area of Delhi/NCR	Documents to prove the same to be uploaded i.e. copies of Municipal Tax/ Property tax receipts and lease deeds/rent agreement to be uploaded.
18	Minimum No. of Manpower with relevant experience-(On regular payroll) <ul style="list-style-type: none"> • Office Manager (1 No.) • Office Supervisor (1 No.) • Documentation Officer (1 No.) • Coordinator (1 No.) • Computer operator (1 No.) • Accounts Executive (1 No.) 	Upload list of technical staff as per NIT duly certified by the authorized signatory.
19	Availability of appropriate Professional Manpower & other technical resources for conference/s	Attach self certified list of manpower (on payrolls or empanelled or contract) etc. Please provide self-attested details.
20	In case registered under MSMEs	Upload the valid registration certificate of MSME

Stage-2 (A)

(a) TECHNICAL EVALUATION & MARKING CRITERIA:-

The technical bid will be evaluated on a scale of 50 marks, and the breakup for each criterion (Submit documentary evidence as per NIT requirements) would be as follows:

S.No.	Evaluation Criteria Stage 2 (a)	Marking Criteria	Marks	Maximum Marks
01.	Cumulative turnover in the field of providing / supplying Professional Conference Manpower on hire / temporary basis during 3 financial years ending 31st	Minimum Cumulative Turnover of Rs. 54,90,000/- (Rupees Fifty four lakh ninety thousand only))	5 marks	10 Marks

	<p>March of following years- <u>2017-18</u> <u>2018-19</u> <u>2019-20</u> <u>OR Calendar Year</u> <u>2017</u> <u>2018</u> <u>2019</u> .</p>	<p>For every additional turnover of Rs. 5,00,000/- (Rupees five lakh only) above Rs. 54,90,000 (Rupees Fifty four lakh only)</p>	<p>1 mark For each additional turnover of Rs.5,00,000/- (subject to max. of 05 marks)</p>	
02.	<p>Total Experience in the field of providing / supplying Professional Conference Manpower on hire / temporary basis as on 31.03.2020</p>	<p>Three Year's Experience For every additional completed experience of 1 year above 3 year</p>	<p>5 marks 1 mark For each year (subject of max. of 05 Marks)</p>	<p>10 Marks</p>
03.	<p>Infrastructure (on site visit)</p> <ul style="list-style-type: none"> • Office / Set up/Infrastructure • Manpower & Technical expertise 	<p>5 5</p>	<p>10 Marks</p>	

S.No	Evaluation Criteria - STAGE-2 (B)	Marking Criteria	Marks	Maximum Marks
01.	<p>POWER POINT PRESENTATION</p> <p>The presentation should substantiate in detail the agency profile, a complete range of professional conference manpower as enlisted in the financial bid format available with the agency along with technical manpower and support staff available with the agency. It should also clearly show the number of events held and their profile as mentioned in the tender document. The maximum marks for the Power Point Presentation are 20. The presentation will be evaluated by the Evaluation Committee on parameters that include:-</p>	<p>The bidder has to make Power Point presentations in front of evaluation committee of ITDC ASHOK EVENTS</p> <ul style="list-style-type: none"> • Details of license/accreditations • Detail of available manpower, technical & financial strength of the bidder • Past Experience in handling similar projects. • Key Personnel for the project. • Safety measures for the proposed activities. • Action plan in case of miss-happening of any proposed activity 		20 Marks

The Bidder is expected to upload the required documents in their own interest as mentioned in the NIT and the checklist as per Annexure-VIII to facilitate bid evaluation.

- Only those bidders who fulfil the pre-qualification criteria (stage-1) shall be shortlisted for Technical evaluation (Stage-2). The bidder who scores minimum 35 marks (70% of 50 marks) in the Technical Evaluation will be considered for opening of financial bid at Stage-3. The date of opening of financial bid will be intimated to the technically qualified bidders separately.
- Marks will be awarded on at stage-2 i.e. technical evaluation stage including presentation before evaluation committee of ITDC ASHOK EVENTS in order to arrive at total marks at technical stage. The schedule of presentation will be intimated separately.
- The marks obtained in the Technical Evaluation (Stage 2) will not be carried forward and Selection will be based on the overall L1 financial bid only.

Stage-3
Financial Bid

- The financial bid should include:-
 - (a) All rates shall be quoted in the prescribed format and shall be inclusive of all material cost, labour, transportation, all taxes, duties, testing, commissioning, supervision, tools, plants, wastage, sundries, scaffoldings as required mobilization, demobilization, transportation etc. 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 the duration of contract period/ extended period, if any. At no point of time, any deviation from the quoted rate shall be entertained by ITDC-ASHOK EVENTS DIVISION.
 - (c) Rates of GST to be indicated separately in the price 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) Bidder shall fill up entire price bid online.
 - (f) ITDC-ASHOK EVENTS DIVISION will evaluate and compare only those bids that are substantially responsive in accordance with NIT terms.
 - (g) In preparing the Financial Proposal, the prospective agencies are expected to take into account the requirements and conditions outlined in the tender document.
 - (h) The contract will be awarded to the overall lowest bidder (L-1).
 - (i) 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

- No Advance payment will be made.
- The successful bidder shall submit to ITDC-ASHOK EVENTS DIVISION the GST compliant tax invoice/debit note/revised tax invoice. The GST charged in the tax invoice/debit note/revised tax invoice by the supplier shall be released separately to the agency only after agency files the outward supply details in GSTR-1 on GSTN portal and Reconciliation of Inward supply is done by ITDC-ASHOK EVENTS DIVISION with corresponding details of outward supply of supplier and supplier accept the changes made by ITDC-ASHOK EVENTS DIVISION and has paid the GST at the time of filling the monthly return.
- Tax Invoice to be submitted by the bidder to ITDC-Ashok Events Division within 15 days of successful completion of event along with itemized challan / list duly verified by authorized official of ITDC-ASHOK EVENTS DIVISION. Payment will be made

after satisfactory supply / receipt of goods / services to the satisfaction of ITDC-ASHOK EVENTS DIVISION /Principal Organizer/client(s) and after receiving the payment by ITDC-ASHOK EVENTS DIVISION from its clients.

- Penalty clause- For delay in delivery of the goods/services or deficient services as per the requirements indicated by ITDC-ASHOK EVENTS DIVISION, ITDC-ASHOK EVENTS DIVISION reserves the right to impose penalty on the supplier . The quantum of punishment shall be decided at the sole discretion of ITDC-ASHOK EVENTS DIVISION /Principal Organizer.
- As per law of land, statutory deduction like TDS (Income Tax) etc (as applicable) shall be made from the contractor's bill as applicable.

Letter of Intent (LOI)

The selected bidder shall be issued a Letter of Intent (LOI) after completion of the Bid Evaluation and Selection Process. The same should be acknowledged and accepted by the successful bidder within three (3) working days from the date of issue of the Letter of Intent (LoI).

Signing of Contract and Submission of Performance Guarantee

- After acknowledging and accepting of LOI, the successful bidder has to enter into an agreement/contract in the prescribed format of ITDC-ASHOK EVENTS DIVISION, on non judicial stamp paper of appropriate value. The said Agreement/contract duly signed and stamped by the successful bidder should be submitted in original to ITDC ASHOK EVENTS within 15 days from the date of acceptance of LOI.
- The selected bidder shall have to furnish a performance guarantee (as per Annexure VI) for an amount of Rs. 1,83,000/- (Rupees One lac eighty three thousand only) within 15 days from the date of acceptance of LOI. The performance guarantee should be furnished in the form of a Bank Guarantee from a scheduled bank. The validity of the performance guarantee would be up to the contract period of two years plus a period of six months thereafter and in case of further extension, the duration of performance guarantee will be extended for the period of extension plus six months thereafter. Failure to comply with the requirements specified in this tender document shall constitute sufficient grounds for the forfeiture of the Performance Guarantee. Alternatively, the Performance Guarantee can also be deposited in the form of Demand Draft, payable at New Delhi in favor of ITDC-ASHOK EVENTS DIVISION or through RTGS/NEFT.
- The Performance guarantee shall be released after satisfactory completion of the contract including the extended period, if any, in all respects and provided further that there is no breach of the contract on the part of the bidder.
- No interest will be paid on the Performance Guarantee.

Validity of Tender

- The e-bid shall be valid for a period of 90 Days (Ninety) days from the date of opening of the Technical Bid.
- **Validity of the Rate Contract:** The rates under the contract shall be valid for the contract period of two years and the extended period, if any, on mutual consent and on the same rates, terms and conditions. No increase in contracted rate will be acceptable during the period of the contract or the extended period.

Liquidated Damages

In the event of the agency's failure to complete the assigned work within the specified time, ITDC-ASHOK EVENTS DIVISION 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.

Termination by default

It is agreed and understood that either party reserves the right for termination of this contract at any time by either party giving to the other 30 days notice in writing in that behalf.

ITDC-ASHOK EVENTS DIVISION reserves the right to terminate the contract with the agency in the event of change in procedures / laws - its own or of its clients or the Government/s. The decision of ITDC-ASHOK EVENTS DIVISION shall be final & binding.

ITDC-ASHOK EVENTS DIVISION may terminate this Contract in case of the occurrence of any of the events specified below:

1. If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension, within Ten (10) days of receipt of such notice of suspension or which such further period as ITDC-ASHOK EVENTS DIVISION may subsequently approve in writing.
2. If the Bidder becomes (or, if the Bidder consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
3. If the Bidder fails to comply with any final decision reached as a result of any arbitration proceedings with ITDC-ASHOK EVENTS DIVISION.
4. If the Bidder, in the judgment of the ITDC-ASHOK EVENTS DIVISION has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
5. If the Bidder submits to ITDC-ASHOK EVENTS DIVISION a false statement which has a material effect on the rights, obligations or interests of ITDC-ASHOK EVENTS DIVISION
6. If the Bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to ITDC-ASHOK EVENTS DIVISION

7. If there is non-performance during the execution of any event due to non-adherence of the timelines of the event, performance is below expected level or quality of work is not satisfactory etc.
8. If ITDC-ASHOK EVENTS DIVISION, in its sole discretion and for any reasons whatsoever, decides to terminate this Contract. In such an occurrence the ITDC-ASHOK EVENTS DIVISION shall give a written notice of termination to the Bidders.
9. That upon termination of this Contract or upon expiration of this Contract, all rights and obligations of the Parties hereunder shall cease, except:
 - such rights and obligations as may have accrued on the date of termination or expiration,
 - the obligation of confidentiality set forth in the bid document,
 - the Bidder's obligation to permit inspection, copying and auditing of their accounts and records set forth in the bid document, and
 - any right which a Party may have under the Law.
10. That upon termination of this Contract by notice of either Party to the other, the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to safeguard the interests of ITDC-ASHOK EVENTS DIVISION .
11. That upon termination of this Contract, the ITDC-ASHOK EVENTS DIVISION shall make the payments as outlined in the tender document.
12. If the supplier fails to abide by the terms and conditions of this document or fails to complete the work/supply or at any time repudiates the contract, ITDC-ASHOK EVENTS DIVISION will have the right to:
 - Forfeit the Performance Security/ Invoke performance Bank Guarantee
13. That immediately upon termination or expiration of this document or upon written request of the ITDC-ASHOK EVENTS DIVISION, the bidder must return all confidential information, all documents or tangible media containing any such confidential information, and any and all copies or extracts thereof in hard disk within 15 (fifteen) calendar days, and permanently erase such material in intangible form under intimation in writing to ITDC-ASHOK EVENTS DIVISION.

Risk-Purchase clause

- If the supplier fails to abide by the terms and conditions of this document or fails to complete the assigned work or in case of

deficient services or at any time repudiates the contract, ITDC-ASHOK EVENTS DIVISION will have the right to:

- Forfeit the Security Deposit/ Invoke Performance Guarantee (Bank Guarantee)
- In the event of availing services through alternative sources on a higher rate than the contracted rate/s, the difference/additional implication will be recovered from the successful bidder.

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-ASHOK EVENTS DIVISION 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 or indirect or any past or present relationship or interest with any of the parties. The venue of arbitration shall be at Delhi.

IMPORTANT NOTE FOR BIDDERS

Confidentiality of Information: The Bidder is not authorized to waive or release any privilege or other protection of information, confidential, secret, or otherwise, obtained from or on behalf the ITDC-ASHOK EVENTS DIVISION & its client. The Bidder is to keep all confidential privilege or secret information confidential. This requirement is perpetual i.e. it will continue even after the termination of the relationship under this document. This requirement is also intended to prohibit the bidder from using information obtained from or on behalf of ITDC-ASHOK EVENTS DIVISION, including work product prepared at ITDC-ASHOK EVENTS DIVISION expense, for other clients of the bidder without ITDC-ASHOK EVENTS DIVISION prior written approval. The bidder is not authorized to identify ITDC-ASHOK EVENTS DIVISION as a client e.g. for purposes of marketing or advertising, without ITDC-ASHOK EVENTS DIVISION prior written approval. Upon termination of the relationship under this contract, the bidder agrees to return promptly all information obtained from or on behalf of ITDC-ASHOK EVENTS DIVISION to ITDC-ASHOK EVENTS DIVISION. The bidder is not authorized to communicate with the public, including the Press, about ITDC-ASHOK EVENTS DIVISION or this matter without the prior written approval of ITDC ASHOK EVENTS. **DIVISION** The bidder also agrees to take all reasonable precautions, including the establishment of appropriate procedures, to safeguard in strictest confidence the information, including limiting disclosure of the information to advisors and employees. Any document or information provided to you is presumed to be confidential and subject to the terms of the documents.

- **Conflict of interest** - The bidder shall not be entitled to appear or render opinion against the ITDC-ASHOK EVENTS DIVISION in any proceedings in Court which they have here after appeared for the ITDC-ASHOK EVENTS

DIVISION or was expected to represent the ITDC-ASHOK EVENTS DIVISION during the currency of this contract and after termination/completion of this agreement, even though this agreement/ document is terminated by ITDC-ASHOK EVENTS DIVISION. The bidder will also disclose list of its clients, who may have a financial interest or conflict of interest with ITDC-ASHOK EVENTS DIVISION - and assures not to render any advice to any of its clients, whether specified in the list or not in any matter which pertains to ITDC ASHOK EVENTS, **DIVISION** directly or indirectly. In case there is any other conflict of interest then the bidder may withdraw from the matter assigned with prior approval. ITDC-ASHOK EVENTS DIVISION reserves the right to summarily reject bids of bidders at any stage or to terminate the services of a supplier in the case of conflict of interest including perceived/anticipated conflict of interest. The decision of ITDC-ASHOK EVENTS DIVISION shall be final and binding. No query in this regard shall be entertained.

- **Experts, consultants, support services, outsourcing etc.:** The successful bidder is not authorized to outsource or sub-delegate work to another agency.
- **Ownership of the Bidder's files and work product:** The Bidder understands that all files/creative data/designs and work product etc., prepared by the bidder at the expense of ITDC-ASHOK EVENTS DIVISION is the property of ITDC-ASHOK EVENTS DIVISION. Without ITDC-ASHOK EVENTS DIVISION prior approval, the same may not be used by the bidder nor disclosed to others, except in the normal course of the bidders' representation of ITDC-ASHOK EVENTS DIVISION in this matter. The bidder agrees that ITDC ASHOK EVENTS- **DIVISION** owns all rights including copyrights, to material prepared by ITDC-ASHOK EVENTS DIVISION or by the bidder on behalf of ITDC-ASHOK EVENTS DIVISION.
- **Governing Law, modification of this document, entire agreement:** This document is to be interpreted in accordance with the Laws of India, and with the ethical requirements of that jurisdiction. Only Delhi Court shall have exclusive jurisdiction in case any dispute arise between the ITDC-ASHOK EVENTS DIVISION and the bidder. The relations between the parties shall be governed by the applicable laws of India.
- **No rights Granted:** The parties recognize and agree that nothing in this document will be construed as granting any property rights by license or otherwise, to any confidential information of the ITDC-ASHOK EVENTS DIVISION, or to any invention or any patent copyright, trade mark or other intellectual property right that has issued or that may issue based on such confidential information. Other than as expressly permitted by a separate written agreement between the parties, neither party will make, have made, use, distribute or disseminate for any purpose any product or other items using, incorporating or derived from any confidential information of the ITDC-ASHOK EVENTS DIVISION.

TERMS & CONDITIONS

Application: These terms & conditions shall apply to the extent that provisions in other parts of the document or Contract do not supersede them. For interpretation of any terms & conditions in the document or Contract Agreement, the interpretation of ITDC-ASHOK EVENTS DIVISION shall be final and binding on the Bidders. The company (ITDC-ASHOK EVENTS DIVISION) is not under any obligation to accept the lowest

tender/tenders and reserves the right to reject any or all the tenders without assigning any reason whatsoever, and also to distribute the work and allot the work/works to more than one tenderer, at its sole discretion.

1.) One Bid per Bidder:

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

2.) Amendments of Tender Documents:

Any corrigendum issued before the opening of Technical Bid will also be part of tender document and shall be hosted on website <https://etenders.gov.in/eprocure/app> or through link <tenders><e-tenders> on the home page of our website www.itdc.co.in to give prospective bidders reasonable time in which to take corrigendum into account in preparing their e-bids. ITDC-ASHOK EVENTS DIVISION shall extend, as necessary, the deadline for submission of bids and the same as also to be notified on said websites. There will be no separate press advertisement.

3.) Site Visit:

The Committee nominated by the ITDC-ASHOK EVENTS DIVISION will visit and examine the site of the bidders office /works and its surroundings and obtain all information that may be necessary & it deems fit, to verify the claims as made by the bidder in the tender document.

4.) Amendments/Modification and withdrawal of Bids:

The Bidder is permitted to upload alterations/modifications to its bid so long such alterations/modifications are uploaded online up to the last date & time of closing of online tender.

5.) Rate Validity:

The prices shall be quoted by the Bidder entirely in Indian Rupees. All rates quoted shall not be affected by any escalation in market rates whatsoever and valid for the total period of contract including extended period thereof, if any. It is imperative for intending bidders to furnish rates of all items listed in the Financial /commercial bid. It may be understood by all intending bidders that by submission of the bid, the bidder agrees to supply all of the items that are a part of the scope of work of this document and includes the listed items. In case of an extra item / work, if any, outside the scope of work, best market rates or mutually agreed / acceptable rates will be applicable.

6.) The bidder shall accept all the clauses of NIT failing which their bid/tender is liable to be rejected. No claim for financial or any other adjustments to Value of Contract, on lack of clarity of any such factors shall be entertained.

7.) Change of Ownership:

The Bidder shall notify ITDC-ASHOK EVENTS DIVISION of any material change in their organizational status in particular where such change would impact on performance of obligations under this contract.

The obligation of the bidder under this contract shall not cease even if the ownership changes. The successor or transferee shall have the obligation to perform the contract In the event of the bidder, with prior consent/approval in writing, transferring the business during the period of this contract, the party shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagements of the party under this contract and be subject to his liabilities there under.

8.) SECRECY:

Absolute loyalty/ secrecy of information on ITDC-ASHOK EVENTS DIVISION & its client is expected from the party and persons so engaged by him for the services requisitioned by ITDC-ASHOK EVENTS DIVISION. If any sort of breach of loyalty/ misconduct with the staff or officers or customers or clients directly or indirectly related to ITDC-ASHOK EVENTS DIVISION is noticed, the party will be legally bound to withdraw that person /persons immediately on a written request from the competent authority of ITDC-ASHOK EVENTS DIVISION, failing which the contract will be liable for termination.

9.) No Right to Recourse:

Any decision made by ITDC-ASHOK EVENTS DIVISION in relation to the selection will be final. ITDC-ASHOK EVENTS DIVISION is not liable for any costs or expenses incurred by a Bidder in preparing and lodging the proposal and presentation, if any, thereafter irrespective of whether the Tender is successful in proceeding to the next stage in the process or not.

10.) Relationship between the parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "ITDC-ASHOK EVENTS DIVISION" and the Bidder. The Bidder, subject to this Contract, has complete charge of Personnel, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

11.) Law governing contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

12.) Headings

The headings shall not limit, alter or affect the meaning of this Contract.

13.) Notices

a.) Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an Authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified by the party in the bid.

b.) A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the bid.

14.) Location

The Services shall be performed at such locations as are specified by ITDC-ASHOK EVENTS DIVISION /Principal Organizer.

15.) Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the ITDC-ASHOK EVENTS DIVISION or the Bidder may be taken or executed by the officials specified in the document.

16.) Taxes and duties

The Bidder and/or its authorized representative shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

17.) Expiration of contract

Unless terminated earlier, this Contract shall expire at the end of such time period after the Effective Date as specified in the bid document or the extended period, if any.

18.) Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

19.) Modification or Variations

Any modification or variation in the scope of the services the same may be approved in writing by ITDC-ASHOK EVENTS DIVISION.

20.) Force Majeure

Neither party will be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Acts of God,

Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

No Breach of Work order: The failure of a party to fulfil any of its obligations under the Work order shall not be considered to be a breach of, or default under this Work order insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

- a. has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Work order, and
- b. has informed the other party as soon as possible about the occurrence of such an event.
- c. the dates of commencement and estimated cessation of such event of Force Majeure; and
- d. the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Work order.

Neither Party shall be able to suspend nor excuse the non- performance of its obligations hereunder unless such Party has given the notice specified above.

Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency shall be entitled to continue to be paid under the terms of this Work order, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

21.) Measures to be taken

Agency affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

22.) Obligation of the Bidder

1. Standard of Performance

The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy in accordance with generally accepted professional standards and practices, and shall observe sound management practices. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the ITDC-ASHOK EVENTS DIVISION and shall at all times support and safeguard the ITDC-ASHOK EVENTS DIVISION legitimate interests in any dealings.

2. Conflict of interests

The Bidder shall hold ITDC-ASHOK EVENTS DIVISION interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Bidder shall promptly disclose the same to ITDC-ASHOK EVENTS DIVISION and seek its instructions. Other points related to conflict of interest as detailed in this document shall apply.

23.) Bidder's Personnel

The ITDC (Ashok Events) will not responsible in any respect with regard to service conditions, salaries and conduct of the personnel provided by the successful bidder. The Successful bidder will be the employer of the manpower and the ITDC (Ashok Events) will have no concern/liability whatsoever in respect of their service. It is made clear that the qualified and experienced personnel provided by the successful bidders shall have no lien of claim in any manner on Company/unit (ITDC) after their services are no more required by the ITDC or during their deployment. In case the qualified and experienced personnel provided by the successful bidder resort to litigation in any court for any reason, the successful bidder shall be solely responsible towards the verdict of the Court, at its own cost and shall be liable to reimburse the cost of the said litigation to ITDC, for which ITDC (Ashok Events) shall have right to recover said litigation expenses from successful bidder as per relevant and applicable law prevailing in India. The successful bidder shall be liable for expenses, losses and damages, if any due to its employees, any claim or suit or any such proceedings against Company unit and Company/unit will be entitled to deduct the sum from the pending or future bills, security deposit of the successful bidder.

24.) The successful bidder shall ensure the compliance of the following:-

- (a)** The Vendor shall indemnify the ITDC-ASHOK EVENTS DIVISION from any direct or indirect losses suffered by the ITDC-ASHOK EVENTS DIVISION due to non compliance on part of vendor under GST Act,

which adversely affects the GSTN rating of ITDC-ASHOK EVENTS DIVISION.

- (b) In case of any non-compliance by the vendor which results into loss of input tax credit under GST Law to ITDC-ASHOK EVENTS DIVISION, the vendor shall pay ITDC-ASHOK EVENTS DIVISION 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) Vendor indemnifies the ITDC-ASHOK EVENTS DIVISION 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-ASHOK EVENTS DIVISION. Vendor shall indemnify ITDC-ASHOK EVENTS DIVISION in respect of the recourse action in case of "BLACK LISTING" under the "Compliance Rating Score" mechanism due to non compliance/ default by Vendor.
- (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-ASHOK EVENTS DIVISION 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 the 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 decreases 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.

25.) Fairness and Good Faith

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

26.) Indemnity

The Bidder shall at all times indemnify and keep indemnified the ITDC-ASHOK EVENTS DIVISION against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

The Bidder shall at all times indemnify and keep indemnified ITDC-ASHOK EVENTS DIVISION against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Bidder's) employees or agents or by any other

third Party resulting from or by any action, omission or operation conducted by or on behalf of the Bidder.

The Bidder shall at all times indemnify and keep indemnified ITDC-ASHOK EVENTS DIVISION against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Bidder's in respect of wages, salaries, remuneration, compensation or the like. All claims regarding indemnity shall survive the termination or expiry of the Contract.

It will be imperative for each bidder to keep themselves inform of all legal conditions /factors which may have any effect on the execution of the contract as described in the tender document. ITDC-ASHOK EVENTS DIVISION shall not entertain any request for clarification from the bidders regarding any/such legal conditions.

It is the responsibility of the bidder that all the tender requirements have been duly factored while submitting their bid and that under no circumstances no request / claim whatsoever with regard to any deviation in the terms and conditions or quoted rates shall be entertained at any stage post submission of bid /award of the contract.

Miscellaneous provisions

1. Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
2. The Bidder shall notify ITDC-ASHOK EVENTS DIVISION of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
3. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Bidder) for any engagement service or employment in any capacity in any office or establishment of ITDC-Ashok Events Division.

Sr. Manager –Ashok Events

FRAUD PREVENTION POLICY - ITDC

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 framework and lay down a procedure for detection, reporting and prevention of fraud or suspected fraud. The policy will ensure that management is aware of its responsibilities for detection and prevention of fraud and for establishing procedures for preventing fraud and / or detecting fraud when it occurs.

SCOPE OF THE POLICY

The policy applies to all 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 Complaints 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 result 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 recognises that employee / stakeholder's 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 Officer: HOD of Ashok Events Division of ITDC will be the Nodal Officer.

ANNEXURE - I

Certificate of Chartered Accountant on its Letter Head with Signature and seal

List of Events with Purchase Order or Bills AND Certificate of Satisfactory Completion OR Proof of Receipt of Payment (For the period 1-4-2017 to 31-3-2020)

S. No.	Name of client	Location of Event	Description of Event	Date of Event	Work Order OR Bill.		Satisfactory Completion Certificate OR Proof of Receipt of Payment	
					Work order Details	Bill Details	Completion Certificate	Receipt of Payment Details

Signature of the Bidder with seal

Certificate from a firm of Chartered Accountant
Signature and Seal with Membership Number

ANNEXURE - II

BID SECURITY DECLARATION

(To be executed on a non-judicial stamp paper of Rs. 100/- or the amount as may be applicable in the respective state – whichever is higher)

Date:

Tender No.

To,

Sr. Manager
ITDC-Ashok Events
The Ashok Hotel
Diplomatic Enclave
50-B, Chanakyapuri
New Delhi – 110021.

I/ We. The undersigned, declare that:

I/We understand that, according to terms and conditions of the NIT/RFP, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be suspended from participating in any tender of ITDC-Ashok Events for a period of one year from the date of issue of LOA or from the date of notification with regard to suspension, whichever is earlier, if I am /We are in a breach of any obligation under the bid conditions/RFP, because I/We:

a) have withdrawn/modified/amended, impairs or derogates from the tender/RFP, my/our Bid during the period of bid validity specified in the NIT; or

b) having been notified of the acceptance of our Bid by the ITDC-Ashok Events during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

SEAL, SIGNATURE & NAME OF THE BIDDER
Signing this document

INTEGRITY PACT

To be executed on a non-judicial stamp paper of Rs. 100/- or as may be applicable in the respective state whichever is higher) duly Notarised by Notary Public.

**Integrity Pact to be signed by all the partners in partnership firm/Joint Venture/
Consortium**

This Integrity Pact (hereinafter referred to as the Agreement) is made on this ____ day of the month of _____ 20____

Between

India Tourism Development Corporation Ltd (hereinafter referred to as ITDC-ASHOK EVENTS DIVISION 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 having its Registered Office at SCOPE Complex, Core 8, 7 Lodi 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 payments made, are 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-ASHOK EVENTS DIVISION.

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-ASHOK EVENTS DIVISION) and recuse 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 non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7. The Monitor will submit a written report to the C&MD, ITDC-ASHOK EVENTS DIVISION 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-ASHOK EVENTS DIVISION, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the C&MD, ITDC-ASHOK EVENTS DIVISION 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-ASHOK EVENTS DIVISION.

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.

7. In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.

8. A person signing IP shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

SELF DECLARATION OF NOT-BLACKLISTED

(To be signed & executed in Non-Judicial Stamp Paper of Rs 100/- duly Notarised by Notary Public)

To,

Date:

**Sr. Manager,
ITDC-Ashok Events
The Ashok,
50-B, Chanakyapuri,
New Delhi-110 021**

Dear Sir,

This is to declare that our company M/s _____ is not blacklisted or debarred by ITDC or any entity or Government of India or GNCTD or by any State Government/Central Government/Departments/Agencies in India before participation in a 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.

Name of Bidder:

Signature of the Bidder with seal

PROFORMA OF GENERAL POWER OF ATTORNEY

(To be signed and executed in non-judicial stamp paper of Rs. 100/- duly notarised)

GENERAL POWER OF ATTORNEY

Be it known all to whom it concern 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-ASHOK EVENTS DIVISION in connection with its tender No. _____ Dated _____ for providing / supplying Professional Conference Manpower on hire basis for _____ 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- VI

Format of Bank Guarantee

BG No.

Date:

1. In consideration of you, ITDC-ASHOK EVENTS DIVISION, The Ashok, 50-B Chanakyapuri, New Delhi - 110021 (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 two years plus period of six month 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 with extension 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.

UNDERTAKING

To be signed and executed in non-judicial stamp paper of Rs. 100/- duly notarised)

I on behalf of M/s hereby agree and undertake that I have understood all the Statutory safety rules and procedures and all staff Technical & Non-Technical working on behalf of M/s..... will abide by all statutory safety rules and procedures. I declare that I M/s will be responsible for any safety violations/ accident etc and ITDC-ASHOK EVENTS DIVISION will not be responsible in case of any accident/ incident and will not compensate financially or otherwise.

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

In case any ambiguity noticed in the documents submitted at any stage, we shall be entirely responsible and liable for any action as deemed fit under law apart from forfeiture of security deposit.

I/We hereby assure ITDC-ASHOK EVENTS DIVISION that enlisted Manpower and equipment deployment will be done at Venue from Mobilization to Completion of Event as per schedule I / we am / and hereby declare that I/we am sole responsible on behalf of M/s..... for giving such declaration.

Signature of Indemnifier/Agency

Check List of documents and details to be uploaded in response to the bid.

NAME OF THE AGENCY: -

Sr. No	Pre- Qualification Documents	Uploaded/Attached	Not Uploaded/ Not Attached
1	Tender Document	Tender document digitally	

	digitally Signed & Stamped by the agency	signed and stamped to be uploaded.	
2	Earnest Money deposit	NIL. Upload Bid Security Declaration as per Annexure II	
3	A bidder who has been barred/blacklisted/banned for participation in Tender in past 3 years by ITDC-ASHOK EVENTS DIVISION or any identity of Government of India or GNCTD or by any State Government/Central Government / Departments/Agencies in India shall not be eligible to submit a proposal including during operation of the said barring/blacklist/banned order.	Please upload an undertaking placed as per Annexure IV on a Rs 100/- (Rupees One Hundred only) on Non-judicial stamp paper duly notarised by Notary Public to the effect that this Company/Partnership/Sole Proprietorship as the case may be, is not barred/blacklisted/banned by ITDC-ASHOK EVENTS DIVISION or any entity of Government of India or GNCTD or by any State Government/Central Government/Departments/Agencies in India before participation in a 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, action shall be taken as per NIT.	
4	Copy of PAN No.	Please upload copy of PAN Card	
5	Proof of Registration with Employee State Insurance Corporation (ESIC)	Please upload copy of ESIC Registration Certificate	
6	Proof of Registration with Employee Provident Fund Organisation	Please upload copy of EPFO Registration Certificate	
7	Proof of Registration with Goods & Services Tax (GST)	Please upload copy of registration under Goods & Services Tax (GST) Law along with Annexure A & B	
8	Organizational Structure of Firm: -	<ul style="list-style-type: none"> • Upload overall organization chart of the company 	

	Branch office including list of sister concerns, details including office details at Delhi / NCR, Name of Directors/ Proprietor/ Partners related details needs to be provided.	<p>showing position of Directors and Head office of the organization</p> <ul style="list-style-type: none"> • Upload list of sister-concerns, Branch Offices including office details at Delhi/NCR. 	
9	<p>In case companies following financial year as accounting year :-</p> <p>Audited Balance Sheets, Statement of Profit & Loss duly certified from a firm of Chartered Accountants for the 3 financial Years:-</p> <p>For the year 2017-18 For the year 2018-19 For the year 2019-20</p>	Please upload copies of audited balance sheets, statement of Profit and Loss Account and Notes to Accounts duly certified from a firm of Chartered Accountants for three financial years as indicated.	
10	<p>In case the companies following calendar year as accounting year:-</p> <p>Audited Balance Sheets, Statement of Profit and Loss duly certified from a firm of Chartered Accountants for the 3 calendar years i.e:-</p> <p>For the Calendar year 2017 For the calendar year 2018 For the calendar year 2019</p>	Please upload copies of audited balance sheets, statement of Profit and Loss Account and Notes to Accounts duly certified from a firm of Chartered Accountants for three calendar years as indicated.	
11	<p>Proof of minimum average annual turnover amounting to Rs. 18,30,000/- (Rupees Eighteen lakhs thirty thousand only) in the field of providing / supplying Professional Conference Manpower on hire / temporary basis for conferences /events duly certified from the firm of Chartered</p>	<p>Copy of turnover certificate from related field of providing Professional Manpower for conferences/events on hire basis from a firm of Chartered Accountant with seal and membership number to be uploaded.</p>	

	<p>Accountants during 3 financial years ending 31st March of each of following years-</p> <p>2017-2018 2018-2019 2019-2020</p> <p>The agencies following the calendar year as accounting year should submit the above certificate indicating turnover for the Calendar years 2017,2018 & 2019</p>		
12	<p>The intending bidder should have provided for conference manpower minimum 45 satisfactory (Forty five) Conferences / Events / Exhibitions in the past three years ending 31.03.2020 & out of which at least 5 events/ conferences are organized for Central /State Governments/ Public Sector Undertakings (PSUs)/Government Bodies /Corporate Houses and Companies</p>	<p>A list of these satisfactory conferences / exhibitions / events duly verified & signed by the intending bidder and certified by firm of Chartered Accountants is required to be uploaded along with:-</p> <p>(iii) copy of Work order or Bills raised and</p> <p>(iv) Certificate of Satisfactory completion or proof of full payment received as per Annexure I.</p>	
13	<p>Duly filled up, signed with stamp Pre-Contract Integrity Pact on non-judicial stamp paper of Rs.100.00 or as may be applicable in the respective state whichever is higher</p>	<p>Please duly notarised by Notary Public upload pre-contract integrity pact Refer Annexure III</p>	
14	<p>Copy of the Income Tax Returns (ITR) for the financial years 2017-18, 2018-19 & 2019-20 Assessment Years 2018-19, 2019-20, 2020-21)</p>	<p>Copy of ITR for the required financial years / Assessment years to be uploaded.</p>	
15	<p>The bidder shall upload a power of attorney authorizing the Signatory of the bid to sign and execute the contract in case the bid is signed by a person other than proprietor/</p>	<p>Power of Attorney in a non-judicial stamp paper of Rs 100/-, duly notarised by Public Notary, as per the format given in Annexure V to be uploaded</p>	

	partner/ director.		
16	<p>The bidder should provide information on any history of litigation or arbitration resulting from contracts in last three years currently under execution.</p> <ul style="list-style-type: none"> • Year Award for/ or against bidder • Name of Client Litigation & Dispute • Matter Disputed • Amount in Rs. 	<p>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 ASHOK EVENTS, the same will result in disqualification of the bidder</p>	
17	<p>The prospective bidder must have at least 3 (three) years continuous working experience in the field of providing / supplying Professional Conference Manpower on hire / temporary basis for conferences/events upto 31.3.2020</p>	<p>Memorandum of Association and Articles of Association including Certificate of Incorporation/ Partnership deed etc is uploaded. Work orders/Bills/ successful completion certificate supporting documents citing experience..</p>	
18	<p>The intending bidder should have its registered office in an authorised area of Delhi/NCR</p>	<p>Documents to prove the same to be uploaded i.e. copies of Municipal Tax/ Property tax receipts and lease deeds/rent agreement to be uploaded.</p>	
19	<p>Minimum No. of technical manpower with relevant experience-(On regular payroll)</p> <ul style="list-style-type: none"> • Office Manager (1 No.) • Office Supervisor (1 No.) • Documentation Officer (1 No.) • Coordinator (1 No.) 	<p>Upload list of technical staff as per NIT duly certified by the authorized signatory.</p>	

	<ul style="list-style-type: none"> • Computer operator (1 No.) • Accounts Executive (1 No.) 		
20	<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 the event (event strategy). The bidder is required to submit the hard copy and upload the 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-Ashok Events Division. All such presentations if any shall be at bidders risk, cost and responsibility.</p>	Please upload the hardcopy of the presentation on e-portal. The party is also required to submit a soft copy of presentation in the form of CD/DVD, to Sr. Manager (Events) before the closing date of online Bid	
21	Bidder to upload undertaking to indemnify ITDC-ASHOK EVENTS DIVISION in all respect	Bidder to upload undertaking as per Annexure VII (Non-judicial stamp paper of Rs 100/- duly notarized)	
22	In case registered under MSMEs	Upload the valid registration certificate of MSME	

Date : `

Place :

Agency signature with seal:

On stamp paper of Rs.100/-

ANNEXTURE - IX

DRAFT AGREEMENT

AGREEMENT

THIS AGREEMENT is made on this the..... day..... of 2021 between India Tourism Development Corporation Limited, Unit: Ashok Events having its Registered Office at Scope Complex, Core-8, 7-Lodhi Road, New Delhi - 110 003 through its General Manager- Ashok Events Mr. (hereinafter called the ITDC ASHOK EVENTS or Ashok Events or 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, 2013 Proprietor/Partnership through having its Registered Office at through its Director / Partner / Authorized representative Mr. (hereinafter called the Second Party or Service Provider / Bidder) which expression shall unless the context otherwise required shall mean and include its successors and assignees of the other part.

WHEREAS ITDC ASHOK EVENTS has been in the field of providing event management services to its clients and provides solutions for providing / supplying Professional Conference Manpower on hire / temporary basis that include and are comprising large, medium and small international and national (level) conferences/ exhibitions and / or events etc and as per the scope of work & specification given in the tender document.

AND WHEREAS ITDC ASHOK EVENTS invited tenders from well established, experienced, reputed and Professional Manpower for Conference & Events on Rate Contract basis for the contractual period of two years, extendable by one year and as per the specifications / terms & conditions in the tender document.

AND WHEREAS the Second Party, who participated in the tender process, represented that it would be able to provide / supply Professional Manpower for conference/s on hire basis including the items listed in the document and that it has experience in the said regard. AND WHEREAS based on the representations made by the Second Party and after being successful in the tendering process, the ITDC ASHOK EVENTS has agreed to grant the Second Party the above contract subject to the terms and

conditions as more specifically mentioned in the NIT and contained hereinafter :-

I. PERIOD

1. That the contract is granted for a period of two years commencing from and shall expire on subject to the provisions for earlier termination hereinafter contained providing / supplying Professional Manpower for conference/s on hire basis as per the specifications. The said contract is further extendable by one year on mutual consent.

II. PERFORMANCE GUARANTEE

1. That the Second Party shall furnish a Performance Guarantee for an amount of Rs. 1,83,000/- (Rupees One lac eighty three thousand only) within 15 days of the receipt of Letter of Intent. The Performance Guarantee should be furnished in the form of a Bank Guarantee from a scheduled bank in an acceptable form safeguarding the interest of ITDC ASHOK EVENTS in all respects along with prescribed documents. The validity of the Performance Guarantee would be up to the contract period of two years plus a period of six months thereafter and in case of further extension, the duration of Performance Guarantee will be extended for the period of extension plus six months. Alternatively, the Performance Guarantee can also be deposited in the form of Demand Draft, payable at New Delhi in favor of ITDC ASHOK EVENTS- or through RTGS/NEFT.

That failure to comply with the requirements specified in this document shall constitute sufficient grounds for the forfeiture of the performance guarantee.

- The Performance Guarantee shall be released after satisfactory completion of the contract in all respects and provided further that there is no breach of the contract on the part of the bidder.
- No interest will be paid on the Performance Guarantee.

III OBLIGATIONS OF THE PARTIES

1. That the contract entered between ITDC-ASHOK EVENTS DIVISION and the appointed company does not exclude the right of ITDC-ASHOK EVENTS DIVISION- to seek/engage other sources of providing / supplying Professional Conference Manpower on hire / temporary basis for its requirements or requirements of its client/s during the period of the contract. With a view to protecting its interests or the interests of its clients ITDC-ASHOK EVENTS DIVISION reserves the discretion and right to seek/engage and/or entrust any company/supplier with any requirement/s for its requirements or the requirements of its clients. The decision of ITDC-ASHOK EVENTS DIVISION in this regard shall be final.

2. That the Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy in accordance with generally accepted professional standards and practices, and shall observe sound management practices and deploy appropriate manpower. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the ITDC-ASHOK EVENTS DIVISION and shall at all times support and safeguard the ITDC-ASHOK EVENTS DIVISION legitimate interests in any dealings.
3. That the bidder shall accord the interests of ITDC / ITDC-ASHOK EVENTS DIVISION paramount priority. With a view to obviating Conflict of Interest of the bidder with the interest/s of ITDC / ITDC-ASHOK EVENTS DIVISION and with a view to protecting its business interests, ITDC ASHOK EVENTS may summarily reject bids of bidders at any stage of evaluation or even later off in the case of any Conflict of Interest including perceived/anticipated Conflict of Interests. This may involve rejection of bids shortlisted so far and the decision of ITDC / ITDC-ASHOK EVENTS DIVISION in this regard shall be final.
4. That the bidder's staff is knowledgeable about and experienced in performing the work required in this tender, and warrants that it will use its best skill and attention, to provide work described in this tender in a professional and timely manner. ITDC-ASHOK EVENTS DIVISION may, in writing, require the successful bidder to remove from the project work, any employee, ITDC-ASHOK EVENTS DIVISION deems incompetent, careless or otherwise objectionable.
5. That 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-ASHOK EVENTS DIVISION shall inform Successful bidder of the same and successful bidder shall take within the mutually agreed time period such steps as necessary and appropriate to remedy the situation.
6. That 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 ASHOK EVENTS for any purpose whatsoever. In conformance with and without limitation on any application of the foregoing statement, successful bidder shall be solely responsible for payment of compensation and any other costs attendant to employment of successful bidder, employees, including any amounts that may be due as prevailing wage under applicable law to successful bidder employees assigned to perform services.
7. That Successful bidder shall indemnify and hold harmless ITDC-ASHOK EVENTS DIVISION 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 ASHOK EVENTS 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 indemnify the ITDC-ASHOK EVENTS DIVISION from any direct or indirect losses suffered by the ITDC-ASHOK EVENTS DIVISION due to non compliance on part of vendor under GST Act, which adversely affects the GSTN rating of ITDC-ASHOK EVENTS DIVISION.
 - v. In case of any non-compliance by the vendor which results into loss of input tax credit under GST Law to ITDC-ASHOK EVENTS DIVISION, the vendor shall pay ITDC-ASHOK EVENTS DIVISION 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.
 - vi. Vendor indemnifies the ITDC-ASHOK EVENTS DIVISION 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 ASHOK EVENTS.DIVISION Vendor shall indemnify ITDC-ASHOK EVENTS DIVISION in respect of the recourse action in case of "BLACK LISTING" under the "Compliance Rating Score" mechanism due to non compliance/default by Vendor.
8. That the Bidder understands that it is the wish of the ITDC-ASHOK EVENTS DIVISION to have the bidder in service as long as it is totally satisfied with the services rendered by the bidder. It may be terminated by ITDC-ASHOK EVENTS DIVISION upon written notice. The decision of ITDC-ASHOK EVENTS DIVISION shall be final and binding.
9. That immediately upon termination or expiration of this document or upon written request of the ITDC-ASHOK EVENTS DIVISION the bidder must return all confidential information, all documents or tangible media containing any such confidential information, and any and all copies or extracts thereof in hard disk, within 15(fifteen) calendar days, and permanently erase such material in intangible form under intimation in writing to ITDC-ASHOK EVENTS DIVISION.
10. That the Bidder understands that all files and work product prepared by the bidder at the expense of ITDC-ASHOK EVENTS DIVISION is the property of ITDC-ASHOK EVENTS DIVISION. Without ITDC-ASHOK EVENTS DIVISION prior approval, this work product may not be used by the bidder nor disclosed to others, except in the normal course of the bidders' representation of ITDC-ASHOK EVENTS DIVISION in this matter. The bidder agrees that ITDC-ASHOK EVENTS DIVISION owns all rights including copyrights, to material prepared by ITDC-ASHOK

EVENTS DIVISION or by the bidder on behalf of ITDC-ASHOK EVENTS DIVISION.

11. That the Second Party recognizes and agrees that nothing in this Agreement will be construed as granting any property rights by license or otherwise, to any confidential information of the ITDC-ASHOK EVENTS DIVISION, or to any invention or any patent copyright, trade mark or other intellectual property right that has issued or that may issue based on such confidential information. Other than as expressly permitted by herein below, neither party will make, have made, use, distribute or disseminate for any purpose any product or other items using, incorporating or derived from any confidential information of the ITDC-ASHOK EVENTS DIVISION.
12. That the Second Party shall notify ITDC-ASHOK EVENTS DIVISION of any material change in their status in particular where such change would impact on performance of obligations under this contract. The obligation of the supplier under this contract shall not cease even if the Ownership changes. The successor or transferee shall have the obligation to perform the contract. In the event the Bidder, with prior consent/approval in writing, transfers the business during the period of this contract, the party shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagements of the party under this contract and be subject to his liabilities there under.
13. That nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "ITDC-ASHOK EVENTS DIVISION" and the Bidder. The Bidder, subject to this Contract, has complete charge of Personnel, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
14. That the bidder shall not be entitled to appear or render opinion against the ITDC-ASHOK EVENTS DIVISION in any proceedings in Court which they have hereafter appeared for the ITDC-ASHOK EVENTS DIVISION or was expected to represent the ITDC ASHOK EVENTS during the currency and upon termination of this document, even though this document is terminated by ITDC-ASHOK EVENTS DIVISION. The bidder will also disclose list of its clients, who may have a financial interest or conflict of interest with ITDC-ASHOK EVENTS DIVISION and assures not to render any advice to any of its clients, whether specified in the list or not in any matter which pertains to ITDC-ASHOK EVENTS DIVISION, directly or indirectly. In case there is any other conflict of interest then the bidder may withdraw from the matter assigned with prior approval. ITDC-ASHOK EVENTS DIVISION reserves the right to summarily reject bids of bidders at any stage or to terminate the services of a supplier in the case of conflict of interest including perceived/anticipated conflict of interest. The decision of ITDC-ASHOK EVENTS DIVISION

shall be final and binding. No query in this regard shall be entertained.

15. That the Services shall be performed at such locations as are specified by ITDC-ASHOK EVENTS DIVISION. Anywhere the location of a particular task is not so specified, at such locations, as the "ITDC-ASHOK EVENTS DIVISION" may approve.
16. That any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the ITDC-ASHOK EVENTS DIVISION or the Bidder may be taken or executed by the officials specified in the document.
17. That any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the services, may only be made by written agreement between the Parties. However, ITDC-ASHOK EVENTS DIVISION shall give due consideration to any proposals for modification or variation made by the other Party. In cases of substantial modifications or variations, the prior written consent of ITDC-ASHOK EVENTS DIVISION is required.
18. The Bidder shall hold ITDC-ASHOK EVENTS DIVISION interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Bidder shall promptly disclose the same to ITDC-ASHOK EVENTS DIVISION and seek its instructions. Other points related to conflict of interest as detailed in this document shall apply.
19. That the Bidder shall not engage and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
20. That except with the prior written consent of ITDC-ASHOK EVENTS DIVISION, the Bidder and its Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services. The Bidder shall employ and provide such qualified and experienced Personnel as are required to carry out the Services as per the norms.
21. That after the date of this Contract, if there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Bidder for providing the services i.e. Goods & Services Tax (GST) & GST Cess or any such applicable tax from time to time, which increases or decreases 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.

22. That the Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
23. In the day-to-day functioning during Events, the Bidder shall have to comply with the following:
 - i) All requisite manpower is to be in place at the designated venue at least 3 hours prior to the scheduled commencement of the function and at a day earlier for rehearsal, if required and in case any VVIP (read President(s), Vice-President(s), Prime Minister(s), Governor(s), Minister(s), other senior Government functionaries) movement, provided in the latter case, the venue/hall is blocked for previous day by the principal organizer. Additional charges shall be paid for such requirements i.e. for a day prior to the event.
 - ii) Relevant Professional Manpower must be readily available at all time during the operation/installation of any equipment. Such manpower should also be made available on short-notice apart from the regular availability during normal working hours.
 - iii) Bidder's staff/personnel on-duty must report in neat/suitable uniform for easy/prompt identification. The uniforms/cleanliness of staff uniform shall be responsibility of the Bidder solely.
 - iv) All on-duty meals, if any, for the staff deployed at events shall be the responsibility of the Bidder solely. ITDC-ASHOK EVENTS DIVISION or the principal organizer shall not be liable for making any meal arrangements.
 - v) Timely transportation of requisite manpower, for and from the event shall be the responsibility of the Bidder solely.
 - vi) All necessary security clearances/passes etc. for the requisite manpower/staff/personnel to be arranged by the Bidder with applicable authority (ies) well in time.
24. Integrity Pact is deemed as part of this Contract.

IV SECRECY

Absolute loyalty/Secrecy of information on ITDC ASHOK EVENTS DIVISION & its client is expected from the party and persons so engaged by him for the services requisitioned by ITDC-ASHOK EVENTS DIVISION. If any sort of breach of loyalty/misconduct with the Staff or Officers or Customers or Clients directly or indirectly related to ITDC-ASHOK EVENTS DIVISION is noticed, the party will be legally bound to withdraw that person /persons immediately on a written request from the competent authority of ITDC-ASHOK EVENTS DIVISION, failing which the contract will be liable for termination without any further notice.

V PAYMENT TERMS

- No Advance payment will be made.

- Supplier shall submit to ITDC-ASHOK EVENTS DIVISION the GST compliant tax invoice/debit note/revised tax invoice. GST charged in the tax invoice/debit note/revised tax invoice by the supplier shall be released separately to the supplier only after supplier files the outward supply details in GSTR-1 on GSTN portal and Reconciliation of Inward supply is done by ITDC-ASHOK EVENTS DIVISION with corresponding details of outward supply of supplier and supplier accept the changes made by ITDC-ASHOK EVENTS DIVISION and has paid the GST at the time of filling the monthly return.
- Tax Invoice to be submitted by the bidder to ITDC-Ashok Events Division within 15 days of successful completion of event along with itemized challan / list duly verified by authorized official of ITDC-ASHOK EVENTS DIVISION. Payment will be made after satisfactory supply / receipt of goods / services to the satisfaction of ITDC-ASHOK EVENTS DIVISION /Principal Organizer/client(s) and after receiving the payment by ITDC-ASHOK EVENTS DIVISION from its clients.
- As per law of land, statutory deduction like income tax / TDS under GST (as & when applicable) etc shall be made from the contractor's bill as applicable.

VI 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.

VII. Termination

VII.1 It is agreed and understood that either party reserves the right for termination of this contract at any time by either party giving to the other 30 days notice in writing in that behalf.

VII.1A. ITDC ASHOK EVENTS-Ashok Events reserves the right to terminate the contract with the agency in the event of change in procedures/laws - its own, of its clients or the Government/s. The decision of ITDC-ASHOK EVENTS DIVISION shall be final and binding.

- If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension, within Ten (10) days of receipt of such notice of suspension or which such further period as ITDC-ASHOK EVENTS DIVISION may have subsequently approved in writing.
 - If the Bidder becomes (or, if the Bidder consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
 - If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings.

- If the Bidder, in the judgment of the ITDC-ASHOK EVENTS DIVISION has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- If the Bidder submits to ITDC-ASHOK EVENTS DIVISION a false statement which has a material effect on the rights, obligations or interests of ITDC-ASHOK EVENTS DIVISION.
- If the Bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to ITDC-ASHOK EVENTS DIVISION.
- If ITDC-ASHOK EVENTS DIVISION, in its sole discretion and for any reasons whatsoever, decides to terminate this Contract. In such an occurrence the ITDC-ASHOK EVENTS DIVISION shall give a written notice of termination to the Bidder.
- If there is non-performance during the execution of any event due to non-adherence of the timelines of the event, performance is below expected level or quality of work is not satisfactory.

That upon termination of this Contract or upon expiration of this Contract, all rights and obligations of the Parties hereunder shall cease, except

- such rights and obligations as may have accrued on the date of termination or expiration,
- the obligation of confidentiality set forth in the bid document,
- the Bidder's obligation to permit inspection, copying and auditing of their accounts and records set forth in the bid document, and
- any right which a Party may have under the Law.

That upon termination of this Contract by notice of either Party to the other, the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to safeguard the interests of ITDC-ASHOK EVENTS DIVISION.

That upon termination of this Contract, the ITDC-ASHOK EVENTS DIVISION shall make the payments as outlined in the tender document.

If the supplier fails to abide by the terms and conditions of this document or fails to complete the work/supply or at any time repudiates the contract, ITDC-ASHOK EVENTS DIVISION will have the right to:

- Invoke Performance Guarantee (Bank Guarantee)

- ITDC-Ashok Events shall have the right to make the necessary modifications/alterations in the design/layout/requirements till the last minute in order to ensure quality and to meet the requirements of the event/organizers/its client/s.
- In case of completion through alternative sources and if the price is higher recover the amount from the supplier.

That immediately upon termination or expiration of this document or upon written request of the ITDC-ASHOK EVENTS DIVISION the bidder must return all confidential information, all documents or tangible media containing any such confidential information, and any and all copies or extracts thereof in hard disk, within 15 (fifteen) calendar days, and permanently erase such material in intangible form under intimation in writing to ITDC-ASHOK EVENTS DIVISION.

VIII. Arbitration & Jurisdiction

In the event of any dispute or difference arising out or touching of this Agreement/Contract and/ or in relation to the implementation or interpretation thereof, the same shall be resolved initially by mutual discussions and conciliation.

In the event of failure thereof, such dispute or difference whatsoever shall be settled through arbitration proceedings by Sole Arbitrator to be appointed by the Chairman & Managing Director of ITDC Limited. The Sole Arbitrator so appointed shall not have any direct or indirect or any past or present relationship or interest in any of the parties. The Arbitration proceedings shall be as per the Provisions of the Arbitration & Conciliation Act 1996 (as amended from time to time.) The venue of Arbitration shall be New Delhi.

IX Confidentiality of Information:

1. The Bidder is not authorized to waive or release any privilege or other protection of information, confidential, secret, or otherwise, obtained from or on behalf the ITDC-ASHOK EVENTS DIVISION & its client. The Bidder is to keep all confidential privilege or secret information confidential. This requirement is perpetual i.e. it will continue even after the termination of the relationship and this document. This requirement is also intended to prohibit the bidder from using information obtained from or on behalf of ITDC-ASHOK EVENTS DIVISION, including work product prepared at ITDC-ASHOK EVENTS DIVISION expense, for other clients of the bidder without ITDC-ASHOK EVENTS DIVISION advance written approval. The bidder is not authorized to identify ITDC-ASHOK EVENTS DIVISION as a client e.g. for purposes of marketing or advertising, without ITDC-ASHOK EVENTS DIVISION prior approval. Upon termination of the representation, the bidder agrees to return promptly all information obtained from or on behalf of ITDC-ASHOK EVENTS DIVISION to ITDC-ASHOK EVENTS DIVISION. The bidder is not authorized to communicate with the public, including the Press, about ITDC-ASHOK EVENTS DIVISION or this matter without the advance written approval of ITDC-ASHOK EVENTS DIVISION. The bidder also

agrees to take all reasonable precautions, including the establishment of appropriate procedures, to safeguard in strictest confidence the information, including limiting disclosure of the information to advisors and employees. Any document or information provided to you is presumed to be confidential and subject to the terms of the documents.

X. Notices

a.) Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an Authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified by the party in the bid.

b.) A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the bid.

XI Force Majeure

Neither party will be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

No Breach of Work order: The failure of a party to fulfil any of its obligations under the Work order shall not be considered to be a breach of, or default under this Work order insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

- a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Work order, and
- b) has informed the other party as soon as possible about the occurrence of such an event.

- c) the dates of commencement and estimated cessation of such event of Force Majeure; and
- d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Work order.

Neither Party shall be able to suspend nor excuse the non- performance of its obligations hereunder unless such Party has given the notice specified above.

Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency shall be entitled to continue to be paid under the terms of this Work order, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

XII. Indemnity

The Bidder shall at all times indemnify and keep indemnified the ITDC-ASHOK EVENTS DIVISION against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

The Bidder shall at all times indemnify and keep indemnified ITDC-ASHOK EVENTS DIVISION against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Bidder's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Bidder.

The Bidder shall at all times indemnify and keep indemnified ITDC-ASHOK EVENTS DIVISION against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Bidder's in respect of wages, salaries, remuneration, compensation or the like. All claims regarding indemnity shall survive the termination or expiry of the Contract.

It will be imperative of each bidder to fully inform himself/herself of all legal conditions and factors which may have any effect on the execution of the contract as described in the tender document. ITDC-ASHOK EVENTS DIVISION shall not entertain any request for clarification from the bidders regarding such legal conditions.

It is the responsibility of the bidder that all factors have properly been investigated and considered while submitting the bid and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by ITDC-ASHOK EVENTS DIVISION.

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

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

BY THE

Development Corpn Ltd
DIVISION)

of

WITNESSES :

1.

2.

SIGNED AND DELIVERED

Constituted Attorney of
India Tourism

(Unit: Ashok Events

Constituted Attorney

NAME OF THE COMPANY

ANNEXURE X**(FINANCIAL BID)**

This Financial Bid format is for information purposes only and should not be filled and uploaded. The Financial Bid should be filled online in the BOQ attached to this e-tender ONLY. In case the financial bid is uploaded along with the technical bid, the e-bid is liable to be summarily rejected.

S.No	PARTICULARS	Unit	Rate (Hire rate per day or 8 hrs.) Rs	Rate in Words
MANPOWER				
1.	Documentation Officer- Well uniformed/attired (to oversee the set up and proper functioning of the office/Secretariat set up with availability of requisite technical staff)			
2.	Venue Supervisor (To oversee the staff comprising of Hostess, ushers, Registration/Baggage Assistants). The Supervisor to be well uniformed, well mannered soft spoken and with managerial skills with command over spoken language.			
3.	Hostesses / Ushers (Well mannered,			

	well groomed , soft spoken and formally uniformed in an attire befitting the event)			
4.	Registration / Baggage Assistant (Well mannered, well groomed , soft spoken and formally uniformed in an attire befitting the event)			
5.	Airport Assistant (12 hour shift) (Well mannered, well groomed, soft spoken and formally uniformed in attire befitting the event. The staff to be deployed should be willing & capable of working at odd hours)			
6.	Airport Supervisor (12 hour shift) (Well mannered, well groomed, soft spoken and formally uniformed in attire befitting the event. The staff to be deployed to have skills to deal with senior officials & security agencies and willing & capable of working at odd hours)			
7.	Proof Reader (Skills & personal qualities for a detailed work, high level of skills in written English including spelling, grammar & punctuation.)			
8.	Language speaking staff (Personnel with			

	speaking ability of different regional languages)			
9.	Helper /Messenger Assistant (to be well groomed & properly dressed)			
10	Collator			
11	Courier Boy with 2 wheeler with petrol			
12	Computer Operator (Good working knowledge of MS Office word, excel etc.)			
13	Secretarial Staff (Well groomed, present- able & good working knowledge of Computer)			
14	Stenographer (Well groomed, present- able & good working knowledge of shorthand and with good typing speed)			
15	Interpreters for foreign language			
16	Interpreters for Indian Regional language			

SIGNATURE WITH RUBBER STAMP (ON EVERY SHEET)

IMPORTANT:

- GST - AS APPLICABLE – IF ANY, PLEASE SPECIFY

MANDATORY

Relevant professional manpower to be readily available at short notice apart from the usual availability during official working hours.

All on-duty meals for staff deployed to be provided by the bidder.

Exclusive uniform for easy / prompt identification to be provided to all on duty staff.

Transport for ferrying on duty staff to be provided by the Bidder.

Security passes as & when required to be arranged by the bidder for its own staff.

All necessary security clearances for the material to be arranged by the bidder with venue authorities well in time to avoid any last minute delays.

**INDIA TOURISM DEVELOPMENT CORPORATION LIMITED
ASHOK EVENTS DIVISION**

TENDER NOTICE NO: ITDC-ASHOK EVENTS DIVISION –ASHOK EVENTS/PM/2021

**Appointment of Agency having set up in Delhi/NCR for
providing / supplying Professional Manpower for
Conference on hire basis.**

FINANCIAL BID SCHEDULE

TOTAL AMOUNT: Rs.

TOTAL AMOUNT IN WORDS: Rupees