



India Tourism Development Corporation Limited
(A Government of India Undertaking)

Ashok Events Division

Notice Inviting E- Tender

Tender No. ITDC/AE/MoT/Incredible India Digital Market Place Platform

- Dated 08 January 2022

Notice Inviting E-Tender

For

**Appointment of an Agency
on turnkey basis**

For

**Conceptualization, Designing, Developing, Upgradation, Portal Development,
Portal Hosting and Maintenance of Incredible India Digital Market Place
Platform**

TABLE OF CONTENTS

S.No.	Title	Page No.
1	Detail of Tender Summary	3
2	E-Tender Notice	4-9
3	E-Tender Document	10-45
4	Annexures (I – IX) Including Scope of work	46-94
5	Financial Bid (Annexure X)	95

INDIA TOURISM DEVELOPMENT CORPORATION LTD

Ashok Events

SUMMARY OF E-TENDER DETAILS

Appointment of an Agency of Indian origin on turnkey basis for Conceptualization, Designing, Developing, Upgrading, Portal Development, Portal Hosting and maintenance of Incredible India Digital Market Place Platform

Estimated Tender Value	Rs. 1,00,00,000/- (Rupees One crore only)
Earnest Money Deposit	NIL
Performance Security Deposit Amount	3% of Contract Value
Start date and time of bid submission	15.01.2022 at 10.00 Hrs
Last Date and Time of submission	28.01.2022 (18.00 Hrs).
Place of submission of Tender	E-Tender (Online)
Pre-Bid Meeting	13.01.2022, 11.00 hrs to 12.00 hrs Ashok Events Division Near to Convention Hall, The Ashok Hotel 50 B, Chankya puri, New Delhi-110021
Date and Time of Opening of Tender	29.01.2022 at 18.00 Hrs
Place of Opening of Tender	Electronically
Contact Person	Manager, ITDC-Ashok Events India Tourism Development Corporation Ltd Ashok Events Division Near to Convention Hall, The Ashok Hotel 50 B,Chankyapuri, 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 No. ITDC/AE/MoT/Incredible India Digital Market Place Platform
Dated 08 January 2022

Appointment of an agency of Indian origin on turnkey basis for Conceptualization, Designing, Developing, Upgrading, Portal Development, Portal Hosting and maintenance of Incredible India Digital Market Place Platform

E-Tender are invited from well-established experience, reputed and professional agencies specialized in the field of Digital Marketing/Virtual exhibitions/conferences/B2BMeetings/Website Portal development & maintenance etc for a period of one year, extendable by one year on mutual consent and as per the specifications/ terms & conditions in the tender document.

The proposed digital India market place will provide an online virtual Platform to connect with, engage, educate and enlighten the travel fraternity in various source markets across the world about potential of India as a tourist destination in the area of Leisure, MICE, Medical, Adventure, Golf, Wild Life, Rural Tourism, Culinary experience, etc. in predefined international markets. Some indicative areas inter alia would provide services like interacting and exploring Indian destinations, virtually connect directly with Indian destinations, scheduling B2B meetings, Promotion of Indian destinations, experiences and products for inbound tourists from across the world, getting marketing insights from thought leaders in the industry. These areas are just indicative and for purpose of defining objective of IIDMP.

India Tourism Development Corporation Ltd (ITDC) on behalf of Ministry of Tourism, Government of India, invites E-tender from well established, experienced, reputed, professional Agencies/Agencies of Indian origin with experience of minimum 03 years as on 31st March, 2021 in Digital Marketing/Virtual exhibitions/ conferences/ B2BMeetings/ Website Portal Development & maintenance etc. The agency shall be fully responsible for planning and executing the IIDMP.

Only Agencies/ Parties having Average Annual Turnover of **Rs. 2,00,00,000/- (Rupees Two Crore only)** in the relevant field of Digital Marketing/Virtual exhibitions/ conferences/ B2B Meetings/ Website and Portal development &

maintenance during the 3 financial year's i.e. **2017-18, 2018-19 & 2019-20** need only apply.

The tendered scope of work should strictly comply with requirements /specifications given in the tender document. Incomplete/conditional offers shall be rejected out rightly.

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

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

Interested/prospective bidders are requested to submit their responses to the “Tender/Bid” through online portal only i.e. <https://etenders.gov.in/eprocure/app> till 28.01.2022 upto 18.00 hrs.

For any clarifications contact: Sr. Manager, ITDC – Ashok Events, India Tourism Development Corporation Ltd, Ashok Events Division, near Conventional Hall, The Ashok, 50-B, Chanakyapuri, New Delhi-110 021, 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)

Tab “Help For Contractors”

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

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enrol available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/Mtnl trustline/SafeScript/TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrolment.
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. 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 programme?

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 do 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 : 01126872616

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

Appointment of an Agency of Indian origin on turnkey basis for Conceptualization, Designing, Developing, Upgrading, Portal Development, Portal Hosting and Maintenance of Incredible India Digital Market Place Platform

1. E-tender (online bids) are invited by I.T.D.C. Ltd (A Government of India Undertaking) on behalf of Ministry of Tourism, Govt. of India from well established, experience, reputed professional agencies of Indian origin engaged in the field of Digital Marketing, virtual exhibitions/conferences, B2B Meetings, & Development, designing, maintenance of websites/ Portal and related services.
2. The tender document is available on online portal <https://etenders.gov.in/eprocure/app>, or through link <E-Tenders> on the home page of our website www.itdc.co.in from 08.01.2022. The online bids will be received till 28.01.2022 up to 18:00 Hrs. The online technical bids will be opened on 29.01.2022 at 18:00 Hrs. electronically.
3. 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.
4. 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>.
5. **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.
6. More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>

7. REGISTRATION

- a) Bidders are required to enrol 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 Enrolment**” 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 user name 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.

8. **SEARCHING FOR TENDER DOCUMENTS**

- a) 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,
- b) 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.
- c) 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.
- d) 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.

9. **PREPARATION OF BIDS**

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through 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.

- c) Bidder, 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.
- d) 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.
- e) **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.

11. SUBMISSION OF BIDS

- a) 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.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) 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.

- d) 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.
- e) 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.
- f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g) 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 number and the date & time of submission of the bid with all other relevant details.
- h) 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.

12. ASSISTANCE TO BIDDERS

- a) 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.
- b) 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.
- c) 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.

- 13. 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.

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 submitted online only on website <https://etenders.gov.in/eprocure/app> as per website/NIT guidelines
16. Proof of having successfully managed at least one (1) Digital Marketing/Virtual exhibitions/conferences/ B2BMeetings/Website Portal development & maintenance for a Central/State Government client i.e., Ministry/ Department/ PSU (Public Sector Undertaking), Govt. Autonomous Body/Authority or Corporate Houses/ Companies during the financial years 2018-19 to 2020-21 for a billed amount not less than Rs.20.00 Lakh excluding all taxes & levies etc. (Rupee Twenty lakh only).
17. Self-attested Copies of (i) work orders issued by the client, OR copy of the bill raised and (ii) document indicating satisfactory completion of the Project issued by the client OR proof of receipt of full payment for the event duly certified by the Chartered Accountant is to be submitted. Refer Annexure-I.
18. Copies of valid PAN No., Goods & Service Tax Registration (GST) should be uploaded as a proof as per the document requirement of e-tender bid submission.
19. The prospective bidder is required to upload copy of duly audited Balance Sheet and statement of profit and loss and Audit Report from a firm of Chartered Accountants for the Years i.e.: -

Agencies following financial year

(a) For the F.Y 2017-18

(b) For the F.Y 2018-19

(c) For the F.Y 2019-20

20. Proof of minimum average annual financial turnover amounting to **Rs. 2.00,00,000/- (Rupees Two Crore only)** in the relevant field of Digital Marketing/Virtual exhibitions/conferences/B2BMeetings/ Website Portal development & maintenance etc to be certified from Chartered

Accountants during 3 financial years ending 31st March of following financial years- **2017-18, 2018-19 & 2019-20** to be uploaded.

21. Structure of firm, Sister concerns, branch offices, Name of Director(s)/ Partner(s)/ Proprietor with technical staff & others related details to be submitted.
22. Original documents, if required, may be asked from the bidders for verification of documents uploaded along with the bid.
23. Submission of a e-tender by a bidder implies that he has read and understood this notice and all other contract documents/ NIT and has made himself aware of the scope and specifications of the work to be awarded to him by this Corporation (ITDC) and local conditions and other factors bearing on the execution of the work.
24. All rates shall be quoted in online e-tender form and shall include –
 - (a) All rates shall be quoted on the tender form and shall include all material, labour, transportation, applicable fees, all taxes duties, testing, commissioning, supervision, tools and plants, wastage, sundries, scaffoldings, permissions, NOCs etc {except Goods & Services Tax(GST), as required in mobilization up to de-mobilization etc., and nothing shall be payable on this account. However, the same shall not include the GST & GST Cess (if applicable) hereinafter termed as GST.
 - (b) Supplier shall submit to ITDC the GST compliant tax invoice/debit note/revised tax invoice. GST charged in the tax invoice/debit note/revised tax invoice by the 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 with corresponding details of outward supply of supplier and supplier accept the changes made by ITDC and has paid the GST at the time of filling the monthly return.
 - (c) As per law of land, Statutory deductions like income tax / TDS under GST (as & when applicable) etc. shall be made from the contractor's bill as applicable.
 - (d) The bidder must quote the rates in the bid defined as per scope of work in the tender document.

- (e) For the services required in the tender, the prices shall be quoted in Indian Rupees (INR) and payment for such services as specified in the agreement shall be made in Indian Rupees only.
25. The General Terms & Conditions of the Contract or any special condition of the contracts attached with tender will form integral part of the contract. The bidders are required to sign complete tender document and also digitally sign as token of acceptance and upload the same on e-portal.
26. A bidder shall submit the bid which satisfies each and every condition laid down in this notice, failing which the bid is liable to be rejected.
27. The India Tourism Development Corporation Ltd does not bind itself to accept the lowest or any bid or to give any reasons for their decisions which shall be final and binding on the bidders.
28. The India Tourism Development Corporation Ltd reserves the right of accepting the whole or any part of the tender including cancellation of tender without assigning any reasons and bidder shall be bound to perform the same at his quoted rates.
29. The validity of the tender(s) shall be up to **90** (Ninety) days from the date of opening of tender.
30. 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 Ltd. including but not limited to forfeiture Security Deposit , black listing etc., as deemed fit by ITDC /MoT.
31. Conditional bids and bids not uploaded with appropriate/ desired documents may be rejected outrightly and decision of I.T.D.C Ltd in this regard shall be final and binding.
32. Check list of Tender Submission to be uploaded with tender duly filled up, signed and stamped by the tenderer. (Annexure – VIII).
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 Rs100/- 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 Rs100/- or the amount as may be applicable in the respective state from where the bidder's registered office /headquarter operates –whichever is higher. The cost of stamp paper is to be borne by the bidder.

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

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

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/eprocure/app> and www.Itdc.co.in. The prospective bidders are advised to visit 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 Ltd. reserves the right to verify the claims made by the bidders and to carry out the capability assessment of the bidders and the ITDC decision shall be final in this regard.

39. The Pre-bid meeting shall be convened on 13.01.2022 between 11.00 hrs to 12.00 hrs at Ashok Events Division, near to Convention Hall, 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 Award for/ or against bidder-----
 - Name of Client Litigation & Dispute-----
 - Matter Disputed-----
 - Amount in Rs-----
41. The bidder shall comply with the provisions/requirements of the Goods and Services Tax Act in force and as amended from time to time. The successful bidder shall indemnify the ITDC from any direct or indirect losses suffered by ITDC due to non-compliance.
42. The Vendor shall ensure to pass the benefits accrued due to the GST to the ITDC which ultimately is to be passed to the final consumer. In contingency of any legal proceedings / action taken by the tax authorities for non-compliance of anti - profiteering clause by the Vendor. The Vendor indemnifies the ITDC from any losses monetary or otherwise suffered on account of non -compliance of anti - profiteering clause by the Vendor.
43. The Vendor shall indemnify the ITDC from any direct or indirect losses suffered by the ITDC due to non - compliance on part of vendor under GST Act, which adversely affects the GSTN rating of ITDC.
44. In case of any non-compliance by the vendor which results into loss of input tax credit under GST Law to ITDC, the vendor shall pay ITDC an amount equal to lost input tax credit along with interest/penalties or any other monetary loss suffered because of such non-compliance under GST Act.
45. Vendor indemnifies the ITDC against any loss monetary or otherwise arising due to legal proceedings initiated by the tax authorities as a result of non- compliance/default in paying tax by ITDC. Vendor shall indemnify ITDC in respect of the recourse action in case of “BLACK LISTING” under the “Compliance Rating Score” mechanism due to non- compliance/ default by Vendor.

46. In case of any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price bid, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of Price bid. Claim for any such impact after opening the Price Bid will not be considered by ITDC for reimbursement of tax or reassessment of offer.

EVALUATION CRITERIA FOR BIDDERS

The bidder shall be evaluated under QCBS (Quality Cost Basis System) and marks allocated for stage-wise evaluation is detailed below-

S.No.	STAGES	Maximum. Marks
Stage 1	Pre-Qualification stage	0
	(a) Technical Evaluation of Proposal	50
	(b) Evaluation of Power Point Presentation	20
Stage 2	Financial bid	30
	TOTAL SCORE	100

Stage –1: -

Pre-qualification Criteria for bidders: -

The bidder should be fulfilling the following pre- qualification criteria and must also upload/ submit documentary evidence in support of fulfilment of the pre-qualification criteria while submitting the bid.

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	Please upload an undertaking placed as per Annexure IV on a Rs 100/- (Rupees One Hundred only) Non-judicial stamp paper

	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.	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/A gencies 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 Goods and Services Tax (GST) Law	Please upload copy of registration under Goods and Services Tax (GST) Law along with Annexure A & B
6	Organizational Structure of Firm: - Branch office including list of sister concerns, details including office details, 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.
9	Audited Balance Sheets, Statement of Profit	Please upload copies of

	<p>& Loss duly certified from a firm of Chartered Accountants for the 3 financial Years: -</p> <p>For the year 2017-18</p> <p>For the year 2018-19</p> <p>For the year 2019-20</p>	<p>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.</p>
11	<p>Proof of minimum average annual turnover amounting to Rs.2,00,00,000/-(Rupees Two crore only) in the relevant field of Digital Marketing/ Virtual exhibitions / conferences / B2B Meetings / Website Portal development & maintenance from the firm of Chartered Accountant during 3 financial years ending 31st March each of following years-. 2017-18, 2018-19 & 2019-20.</p>	<p>Copy of Turnover certificate of relevant field of Digital Marketing/Virtual exhibitions/conferences/B2B Meetings/ Website Portal development & maintenance etc. from a firm of Chartered Accountant to be uploaded duly with seal and membership number of Chartered Accountant.</p>
12	<p>Single (01) Project of Digital Marketing / Virtual exhibitions/conferences B2BMeetings / Website Portal development & maintenance for a Central/ State Government Client Ministry/ Department/PSU (Public Sector Undertaking) Govt. Autonomous Body/ Authority or Corporate Houses/ Companies in the time frame of 1st April 2018 to 31st March 2021. The above refer project should be for a billed amount of not less than Rs 20,00,000/-(Rupees Twenty lakh only) excluding all taxes & levies etc.</p>	<p>A list of these satisfactory project of Digital Marketing/Virtual exhibitions/conferences / B2B Meetings / Website Portal development & maintenance undertaken in last 3 financial years duly verified & signed by the intending bidder and duly certified by firm of Chartered Accountants is required to be uploaded along with: -</p> <ul style="list-style-type: none"> (i) copy of Work order OR Bills raised and (ii) Certificate of Satisfactory

		completion OR proof of full payment received as per Annexure I(A)
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 duly notarised pre-contract integrity pact Refer 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.	Notarised Power of Attorney as per the format given in Annexure V to be uploaded.
16	The bidder should be a company registered under Indian Companies Act 1956(New Act 2013) or a Partnership firm registered under Indian Partnership Act 1932 or a Proprietorship Firm. The prospective bidder must have at least 3 (three) years continuous working experience in the field of providing Digital Marketing/Virtual exhibitions/conferences/B2BMeetings/ Website Portal development & maintenance etc. up to 31.3.2021.	Memorandum of Association and Articles of Association including Certificate of Incorporation/ Partnership deed etc, to be uploaded. Along with supporting documents viz work orders or bills or satisfactory completion certificate for the prior period.
17	The intending bidder should have its registered office located in an authorised area	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	List of Technical team and the key member details (Background and qualifications) <ul style="list-style-type: none"> • Project Director 	Upload list of technical staff as per NIT duly certified by the authorized signatory.

	<ul style="list-style-type: none"> • Technical Head • Design and creative content team • Operational Team 	
19	In case registered under MSMEs	Upload the valid registration certificate of MSME

**TECHNICAL EVALUATION & MARKING CRITERIA UNDER
QUALITY COST BASIS SYSTEM (QCBS) - Marking System for
Technical evaluation.**

The technical bid will be evaluated on a scale of 70 marks, and the breakup for each criterion (Submit documentary evidence as per NIT requirements) would be as follows:

S.N o.	Evaluation Criteria	Marking Criteria	Marks	Maximum Marks
01.	Projects handled of Digital Marketing / Virtual exhibitions/conferences B 2 B Meetings /) Website Portal development & maintenance for a Central/ State Government client Ministry/ Department/PSU (Public Sector Undertaking) Govt. Autonomous Body/ Authority or Corporate Houses/ Companies in the time frame of 1 st April 2018 to 31 st March 2021. The above refer project should be for a billed amount of not less than Rs 20,00,000/-(Rupees Twenty lakh only) excluding all taxes & levies etc.	For every successful project	5 Marks	15 Marks
02.	Cumulative turnover in the relevant field of	For every additional turnover of Rs. 1.00	3 Marks	15 Marks

	Digital Marketing/Virtual exhibitions/conferences/ B2BMeetings/ Website Portal development & maintenance during 3 financial years ending 31st March of following financial years- <u>2017-2018</u> <u>2018-2019</u> <u>2019-2020</u>	crore over & above Rs 6.00 crores.		
03.	Total Experience in the field of Digital Marketing/Virtual exhibitions/conferences/ B2BMeetings/ Website Portal development & maintenance as on year ending 31.03.2021	Every additional year of experience over & above 3 years.	2 marks	10 Marks
04	Technical Manpower			10 Marks
	<u>Project Director</u> <ul style="list-style-type: none"> Qualification- Bachelor's Degree in Information Technology with experience Advertising, Marketing, Digital Media of similar. Experience – <ul style="list-style-type: none"> 20 years in field of Digital Marketing/ Virtual Exhibitions/ Conferences/ B2B 		3 Marks	

	Meeting/Web Portal Development.			
	Technical Head Qualification <ul style="list-style-type: none"> • Bachelor's Degree in Information Technology. Experience <ul style="list-style-type: none"> • 10 years in field of Digital Marketing/ Virtual Exhibitions/ Conferences/ B2B Meeting/Web Portal Development. 		3 Marks	
	Design and Creative Content Head Qualification <ul style="list-style-type: none"> • Bachelor's Degree in Graphic design, Fine Arts, Visual Communication, Typography and related subject is often required. Experience <ul style="list-style-type: none"> • 10 years' experience in field of Design and Creative Content Head with 		2 Marks	

	versatility in field of Digital Marketing/Virtual Exhibitions/ Conferences/ B2B Meeting / Web Portal Development.			
	Operational Team Qualification <ul style="list-style-type: none"> Bachelor's Degree from an accredited University Preferred Experience <ul style="list-style-type: none"> 10 years in field of Digital Marketing/ Virtual Exhibitions/ Conferences/ B2B Meeting/ Web Portal Development. 		2 Marks	
S. No	Evaluation Criteria	Marking Criteria	Marks	Maximum Marks
01.	POWER POINT PRESENTATION The presentation should substantiate a complete understanding of the Digital India Market Place (DIMP) concept, understanding, requirements and execution strategy. All	The bidder has to make Power Point presentation in front of Evaluation committee.		20 Marks

	<p>aspects listed at earlier stage should be made part of the presentation and proofs of the same should be provided during the presentation. The supporting documents uploaded against of Pre-Qualification Criteria and Technical Evaluation Criteria to be included in Presentation along with the original documents for verification.</p> <p>The maximum marks for the Power Point Presentation are 20. The presentation will be evaluated by the Evaluation Committee on parameters that include: -</p>			
	➤ Understanding of the Concept & scope of work		7	
	➤ Execution plan & strategies etc.		7	
	➤ Innovative ideas & suggestions		6	

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 Total marks allocated at i.e. Technical evaluation is 50 marks and presentations comprises of 20 marks making Total Marks allocated at technical evaluation stage as **70 marks**. The bidder scoring minimum 49 marks (70% of 70 marks) will qualify for opening of the financial bid in the stage 2.
- The financial bid at stage – 2 will be opened only after completion of stage 1 and the date of opening of financial bid will be intimated to the technically qualified bidders separately.
- The total marks allocated at technical and financial stages i.e. stages- 1 & 2 is 100 marks.
- Marks will be awarded on the basis of Quality Cost Basis System (QCBS) at stage-1 i.e. technical evaluation stage including presentation before evaluation committee of ITDC in order to arrive at total marks at technical stage. The schedule of presentation will be intimated separately.

Stage-2

Financial Bid

- The financial bid should include: -
 - (a) All rates shall be quoted on the tender form and shall include all material, labour, transportation, applicable fees, all taxes {except Goods & Services Tax(GST), duties, testing, commissioning, supervision, tools and plants, wastage, sundries, scaffoldings, permissions, NOCs etc as required in mobilization up to de-mobilization etc., and **nothing extra** shall be payable on this account. However, the same shall not include the GST & GST Cess (if applicable) hereinafter termed as GST.
 - (b) Supplier shall submit to ITDC the GST compliant tax invoice/debit note/revised tax invoice. GST charged in the tax invoice/debit note/revised tax invoice by the 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 with corresponding details of outward supply of supplier and supplier accept the changes made by ITDC and has paid the GST at the time of filling the monthly return.
 - (c) The rates quoted by the bidders shall be exclusive of Goods & Services Tax (GST)}, which shall be indicated separately in the bid format (where ever applicable).

- (d) The rates quoted will be firm and fixed for the duration of performance of the contract. At no point of time will any deviation from the quoted rate be entertained by ITDC Ltd.
 - (e) The Financial Bid shall not include any conditions attached to it and if any such condition is found, the financial proposal shall be rejected summarily. For Financial Evaluation, the total overall price for the project period will be considered. This Fixed Price will cover all costs/expenses of the Agency for undertaking the work as detailed in the Scope of Work.
- Bidder shall submit price bid online as per the scope of work mentioned in NIT. This final amount shall be considered for further evaluation in QCBS formula.
 - ITDC Ltd. reserves the right, at any time and in its absolute discretion, accept or reject Proposals, to pursue negotiations with any number of bidders, to withdraw from negotiations with any bidder at any time and to suspend, discontinue, modify and/or terminate the Tender process at any time.
 - ITDC Ltd. will evaluate and compare only the bids determined to be substantially responsive in accordance with NIT terms.
 - If the price bid received is not realistic the bid is liable to be rejected.
 - In preparing the Financial Proposal, the prospective agencies are expected to take into account the requirements and conditions outlined in the tender document.

Price Bid and Overall Evaluation

- Maximum Marks of **30 marks** is allocated for financial bid evaluation.
- Final score for an applicant would be marks of technical bid and weighted score of financial bids. The scoring system of this 'Quality and Cost Based Selection' to be used for obtaining final scores is detailed below:
- The lowest financial price (L_1) will be given a financial score of 30. The second lowest financial price (L_2) will be given a financial score = $\{(L_1 \times 30)/L_2\}$ so nth lowest financial price (L_n) will give a financial score (F_n) = $\{(L_1 \times 30)/L_n\}$ (where F_n is the financial score, L_1 is the lowest price and L_n is the price of the bidder).
- Finally, both scores i.e. technical evaluation committee awarded marks (T_t) of the bidders & Financial score (F_t) of the financial proposal of the respective bidders will be summed to get the final score (T_{score}). So $T_{score} = (T_t + F_t)$ (where T_t is the technical score, F_t is the financial score of the bidder). The bidder who gets the highest final score i.e. (T_{score}) will be ranked no.1 (R_1).

- The contract will be awarded to bidder with highest total score Highest (T_{score}). In case of tie of highest total score, then technical evaluations score (T_n) would be given preference among the tie bidders. In case of same technical evaluation score of tie bidders, then agency having more no. of years of relevant experience in the field of Digital Marketing/Virtual exhibitions/ conferences/ B2BMeetings/ Website and Portal development & maintenance etc shall be considered.

BILLING & PAYMENT TERMS

1. No advance payment would be released to the party.
2. Successful bidder shall submit to ITDC the GST compliant tax invoice/debit note/revised tax invoice. GST charged in the tax invoice/debit note /revised tax invoice by the bidder shall be released separately to the bidder only after bidder files the onward supply details in GSTR-1 on GSTN portal and Reconciliation of inward supply is done by ITDC with corresponding details of outward supply of bidder and bidder accept the changes made by ITDC and has paid the GST at the time of filling the monthly return.
3. The invoice supported with satisfactory certificate from Ministry of Tourism to be submitted to ITDC-Ashok Events Division for onwards submission to Ministry of Tourism for release of payment. Payment to vendor will be released on receipt of payment from Ministry of Tourism as per payment scheduled given below.
 - a) 15% of the contract value will be released after smooth & successfully “Going Live” of the project subject to satisfactory certificate to be issued by principal Organizer i.e. Ministry of Tourism.
 - b) Second installment of the 15% of the contract value would be released to the Party after three months of smooth & successfully “Going Live” of the Project subject to satisfactory certificate to be issued by principal Organizer i.e. Ministry of Tourism.
 - c) Balance 70% of the contract value will be released in equal proportion on quarterly basis subject to satisfactory certificate to be issued by principal Organizer i.e. Ministry of Tourism.
4. As per law of land, statutory deduction like income tax / tax deduction at Source (TDS) under GST (as & when applicable) etc shall be made from the bidder invoice as applicable.

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 behavior, actual or suspected fraud or violation of conduct rules.

Clause 34 (2) (f) of the SEBI (LODR) Regulations, 2015 requires top 500 companies (based on market Capitalization) to give in 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 willful act intentionally committed by an individual (s) – by deception, suppression, cheating or any other fraudulent or any other illegal means, thereby, causing unlawful gain (s) to self or any other individual (s) and wrongful loss to other (s), whether in cash or kind.

ACTIONS CONSTITUTING FRAUD

While fraudulent activity could have a very wide range of coverage, the following are some of the 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 behavioral conduct,

should be resolved by departmental management and Employee Relations of Human Resources rather than under Fraud Policy.

REPORTING OF FRAUD

Any employee, representatives of vendors, suppliers, contractors, consultants, service providers or any outside agency doing business with the company as soon as he / she comes to know of any fraud or suspected fraud or any other fraudulent activity must report such incident (s). Such reporting shall be made to the designated Nodal Officer (s) nominated by the Company for this purpose from time to time. If, however, there is shortage of time such report should be made to the immediate HOD whose duty shall be to ensure that input received is immediately communicated to the Nodal Officer. The reporting of the fraud normally should be in writing. In case the reporter is not willing to furnish a written statement of fraud but is in a position to give sequential and specific transaction of fraud / suspected fraud, then the officer receiving the information / Nodal Officer should record such details in writing as narrated by the reporter and also maintain the details about the identity of the official / employee / other person reporting such incident. Reports can be made in confidence and the person to whom the fraud or suspected fraud has been reported must maintain the confidentiality with respect to the reporter and such matter should under no circumstances be discussed with any unauthorized person.

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

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

DUTY OF NODAL OFFICER

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

During receipt of information 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 recognizes 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.

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/ Ministry of Tourism & its stakeholders. 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/ Ministry of Tourism. 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/ Ministry of Tourism to ITDC-Ashok Events Division. The bidder is not authorized to communicate with the public, including the Press, about ITDC-Ashok Events Division/ Ministry of Tourism or this matter without the prior written approval of ITDC-Ashok Events Division/ Ministry of Tourism. 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.

LACK OF INFORMATION TO BIDDER

- The bidder shall be deemed to have carefully examined all NIT/contracts documents to his entire satisfaction. Any lack of information shall not in any way relieve the bidder of his responsibility to fulfil his obligation under the document.

CONTRACT OBLIGATIONS

- (a) If after the award of the contract the bidder does not sign the agreement or fails to furnish the performance guarantee immediately within the prescribed time limit, the ITDC reserves the right to cancel the contract

and apply all remedies available under the terms and conditions of this document.

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

FORFEITING OF SECURITY DEPOSIT/BANK GUARANTEE

- a) If bidder fails to sign the contract /agreement immediately within the prescribed time shall empower ITDC to cancel the LOI and take appropriate action against the bidder including forfeiture of the Security Deposit and black listing of the bidder.
- b) The successful bidder shall be required to give satisfactory assurance of its ability and intention to complete the works pursuant to give the Contract, within the time set forth therein and according to the terms, conditions and specifications of contract. Failing to which, shall lead to forfeit of performance security deposit.
- c) The security deposit maybe fortified in case of but not limited to:

- (1) In case of complaints in regards to poor performance or non- performance of Facilities as mentioned in tender documents.
- (2) In case of damage to ITDC/National property.
- (3) In case of Termination of Contract by ITDC for any breach of contract mentioned in this document/agreement.
- (4) In case, if bidder does not perform the said work at all, or delays in handing over of IIDMP Platform complete in all respect (ready for event) or bidder shuts down the services before the duration as agreed upon, the amount of security deposit/bank guarantee shall be forfeited and the bidder shall be blacklisted. It may also result into heavy penalty as decided by ITDC.

INDEMNIFICATION

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

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

The vendor shall ensure the compliance of the following also:

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

of non-compliance/default in paying tax by ITDC. Bidder shall indemnify ITDC in respect of the recourse action in case of “BLACK LISTING” under the “Compliance Rating Score” mechanism due to non-compliance/default by bidder.

- (e) In case of any new tax/levy/duty etc becomes applicable after the date of bidder's offer but before opening of the price bid, the bidder/contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the Price Bid will not be considered by ITDC for reimbursement of tax or reassessment of offer.
- (f) If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by bidder for providing the services i.e. Goods & Services Tax (GST) or any such Applicable Law/ Tax etc, from time to time, which increases or decrease the cost incurred by the bidder in performing the services, then the remuneration otherwise payable to the Bidder under this contract shall be increased or decreased accordingly by agreement between the Parties hereto.

BIDDER AS SUB-CONTRACTOR

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

DISCLAIMER

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

reliability and completeness of the information provided in this tender document and obtains independent advice from appropriate sources.

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

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.

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 guidelines/policy. 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 a 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 aspect of the project 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, in its sole discretion and for any reasons whatsoever, decides to terminate this Contract. In such an occurrence the ITDC-Ashok Events 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 vendor 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.

Obligations of the Agency

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

Conflict of interest

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

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

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

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

Settlement of disputes

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

Responsibility for accuracy of Tender documents

General

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

Confidentiality

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

Governing Laws and Jurisdiction

The Agreement shall be governed by the laws in force in India. Any dispute arising in relation to the agreement shall be subject to the jurisdiction of courts at Delhi.

Manager, ITDC – Ashok Events
India Tourism Development Corporation Ltd
Ashok Events Division
Near to Convention Hall
The Ashok Hotel
50-B, Chanakyapuri
New Delhi-110 021
Tel No. 011-26872616
Fax No. 011- 26873167

ANNEXURES

ANNEXURE – I

List of work/ purchase orders along with supporting bills for project amounting to Billed amount of Rs 20.00 Lakh each (excluding taxes, levies) executed during the last three financial years ending 31.03.2021 including the project executed

S. No	Name of client	Location of client/project	Description of work	Value of contract/work in (Rs) excluding taxes	Duration (start date with completion date)	Performance certificates mentioning nature and value of work executed to be uploaded/enclosed

NOTES:

- Each of the listed works shall be supported with the (a) copy of work/ Purchase order, (b) Bill raised and (c) Satisfactory completion certificate from client (mentioning the nature of work, value of work completed) **OR** Proof of receipt of full payment for each of the project duly certified by a firm of Chartered Accountants.

Signature of the Bidder with seal

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,

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

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:

Manager
ITDC-Ashok Events Division
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/-and to be duly notarised)

GENERAL POWER OF ATTORNEY

Be it known all to whom it concerns that:

I/We all the Partners/Directors/Board members/ trustees/ Executive council members/proprietors/ Leaders of M/s _____having its registered office at_____hereby appoint Sri _____ S/o_____residing at _____ as my/our attorney to act my/our name and on behalf and sign and execute all Documents/ Agreements binding the firm for all contractual obligations (including reference of cases to arbitrators) arising out of contracts to be entered into by the company/ Corporation/ society/ trust/ firm with the ITDC in connection with its tender No._____Dated_____for the Appointment of an agency of Indian origin on turnkey basis for Conceptualization, Designing, Developing, Upgrading, Portal Development, Portal Hosting and maintenance of Incredible India Digital Market Place Platform 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)

Format of Bank Guarantee

BG No.

Date:

1. In consideration of you, ITDC - Ashok Events, The Ashok, 50-B Chanakyapuri, New Delhi – 110021 on behalf of Ministry of Tourism, Government of India. (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of **[Name of company]**, (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Agency for [name of assignment] pursuant to the tender document dated [date] issued in respect of the Assignment and other related documents including without limitation the draft work order for services (hereinafter collectively referred to as “tender document”), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of relevant clause of the tender document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the tender document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [in figures] ([in words]) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said tender document.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the tender document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the tender document including, Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said tender document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the tender document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said tender document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words]).

4. This Guarantee shall be irrevocable and remain in full force for a period of 90 (ninety) days from the Proposal Due Date or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.

5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said tender document to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said tender document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said tender document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever

which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and Delivered by [name of bank]

By the hand of Mr. /Ms. [name], it's [designation] and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

Notes:

- The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

- The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

ANNEXURE - VII

UNDERTAKING

(duly notarised on stamp paper of Rs.100/- non judicial)

I on behalf of M/s hereby agree and undertake that I have understood all the safety rules and procedures and all staff Technical & Non-Technical working on behalf of M/s..... will abide by all safety rules and procedures. I declare that I M/s will be responsible for any safety violations/ accident etc and ITDC 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 that enlisted Project IIDMP would be completed in said time and would be further maintained and upgrade time to time.

Signature of Indemnifier/Agency

Annexure - VIII

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

NAME OF THE AGENCY: -

2	Pre -Qualification Documents	Documentary Evidence	Uploaded/ Not Uploaded
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 Goods and Services Tax (GST) Law	Please upload copy of registration under Goods and Services Tax (GST) Law along with Annexure A & B	
6	Organizational Structure of Firm: - Branch office including list of sister concerns, details including office details, 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 	
7	Audited Balance Sheets, Statement of Profit & Loss duly certified from a	Please upload copies of audited balance sheets, statement of Profit	

	firm of Chartered Accountants for the 3 financial Years:- For the year 2017-18 For the year 2018-19 For the year 2019-20	and Loss Account and Notes to Accounts duly certified from a firm of Chartered Accountants for three financial years as indicated.	
10	Proof of minimum average annual turnover amounting to Rs.2,00,00,000/-(Rupees Two crore only) in the relevant field of Digital Marketing/ Virtual exhibitions / conferences / B2B Meetings Website Portal development & maintenance from the firm of Chartered Accountant during 3 financial years ending 31st March each of following years-. 2017-18, 2018-19 & 2019-20.	Copy of Turnover certificate of relevant field of Digital Marketing/Virtual exhibitions/conferences/B2B Meetings/ Website Portal development & maintenance etc. from a firm of Chartered Accountant to be uploaded duly with seal and membership number of Chartered Accountant.	
12	Number of Projects of Digital Marketing / Virtual exhibitions/conferences B2B Meetings / Website Portal development & maintenance for a Central/ State Government client Ministry/ Department/PSU(Public Sector Undertaking) Govt. Autonomous Body/ Authority or Corporate Houses , Companies in the time frame of 1 st April 2018 to 31 st March 2021. The above refer projects should be for a billed amount of not less than Rs 20,00,000/-(Rupees Twenty lakh only) excluding all taxes & levies etc.	A list of these satisfactory project of Digital Marketing/Virtual exhibitions/conferences / B2B Meetings / Website Portal development & maintenance undertaken in last 3 financial years duly verified & signed by the intending bidder and duly 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(A)	
14	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, duly notarized.	Please upload pre-contract integrity pact Refer Annexure III	
15	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.	
16	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.	Power of Attorney on a non-judicial stamp paper of Rs 100/-, duly notarised, as per the format given in Annexure V to be uploaded	
17	The bidder should provide information on any history of	The required information is to be furnished to this clause.	

	<p>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. 	If the information to be furnished in this schedule is not given and subsequently comes to the knowledge of ITDC-Ashok Events Division, he same will result in disqualification of the bidder	
18	<p>The bidder should be a company registered under Indian Companies Act 1956(New Act 2013) or a Partnership firm registered under Indian Partnership Act 1932 or a Proprietorship Firm.</p> <p>The prospective bidder must have at least 3 (three) years continuous working experience in the field of providing Digital Marketing/ Virtual exhibitions / conferences / B2BMeetings/ Website Portal development & maintenance etc. up to 31.3.2021.</p>	Memorandum of Association and Articles of Association including Certificate of Incorporation/ Partnership deed etc, to be uploaded. Along with supporting documents viz work orders or bills or satisfactory completion certificate for the prior period.	
19	The intending bidder should have its registered office in an authorised area.	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.	
20	<p>List of Technical team and the key member details (Background and qualifications)</p> <ul style="list-style-type: none"> • Project Director • Technical Head • Design and creative content team • Operational Team 	Upload list of technical staff as per NIT duly certified by the authorized signatory.	
21	In order to substantiate the complete understanding/ clarity in respect of concept, of Digital India Market Place proposal originality, innovative ideas and suggestions, Creativity and proposed execution plan to manage this campaign (campaign strategy), the bidder is required to submit the hard copy and upload the soft copy of proposal/ presentation.	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 Deputy General Manager (Events) before the closing date of online Bid	
22	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)	

23	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 2022 between India Tourism Development Corporation Limited, Unit: Ashok Events Division having its Registered Office at Scope Complex, Core-8, 7-Lodhi Road, New Delhi - 110003 through its General Manager-Ashok Events Division Mr. (hereinafter called the ITDC 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.

AND WHEREAS ITDC-Ashok Events Division invited tenders from well established, experienced, reputed and professional experienced agencies specialized in the field of Digital Marketing/Virtual exhibitions/conferences/B2BMeetings/Website Portal development & maintenance etc for the period of one year, 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 **Conceptualization, Designing, Developing, upgrading, portal developing, hosting and maintenance of Incredible India Digital Market Place Platform and end to end operations and management of IIDMP** including the scope of work listed in the tender document and that it has expertise and 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 Division 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 one year commencing from and shall expire on subject to the provisions for earlier termination hereinafter contained for **Conceptualization Designing, Developing, upgrading, portal developing, hosting and maintenance of Incredible India Digital Market Place Platform and end to end operations and management of IIDMP** etc for the period of one year, extendable by one year and as per the specifications / terms & conditions in the tender document

II. PERFORMANCE GUARANTEE

That the Second Party shall furnish a performance guarantee equal to 3 % of the contract value (inclusive of all taxes etc) 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 Division in all respects along with prescribed documents. The validity of the performance guarantee would be up to the contract period of one year plus a period of six months thereafter. The Performance guarantee may also be deposited in the form of Demand Draft, payable at New Delhi in favor of ITDC-Ashok Events Division 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 PARTY

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 Conceptualization, Designing, Developing, upgrading, portal developing, hosting and maintenance of Incredible India Digital Market Place Platform and end to end operations and management of IIDMP etc 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 techniques and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. 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 Division 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- Ashok Events Division, 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 Division 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's 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 Division 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 effects 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 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. Vendor shall indemnify ITDC in respect of the recourse action in case of "BLACK LISTING" under the "Compliance Rating Score" mechanism due to non-compliance/default by Vendor.
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. 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 Division 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, 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 project, the Bidder shall have to comply with the following: -
 - i) 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.
 - ii) All necessary security clearances/passes etc. for the equipment/material/staff/personnel to be arranged by the Bidder with applicable authority/(ies) well in time.

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. 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.

V BILLING & PAYMENT TERMS

1. No advance payment would be released to the party.
2. Successful bidder shall submit to ITDC the GST compliant tax invoice/debit note/revised tax invoice. GST charged in the tax invoice/debit note /revised tax invoice by the bidder shall be released separately to the bidder only after bidder files the onward supply details in GSTR-1 on GSTN portal and Reconciliation of inward supply is done by ITDC with corresponding details of outward supply of bidder and bidder accept the changes made by ITDC and has paid the GST at the time of filling the monthly return.
3. The invoice supported with satisfactory certificate from Ministry of Tourism to be submitted to ITDC-Ashok Events Division for onwards submission to Ministry of Tourism for release of payment. Payment to vendor will be released on receipt of payment from Ministry of Tourism as per payment scheduled given below.
4. 15% of the contract value will be released after smooth & successfully “Going Live” of the project subject to satisfactory certificate to be issued by principal Organizer i.e. Ministry of Tourism.
5. Second installment of the 15% of the contract value would be released to the Party after three months of smooth & successfully “Going Live” of the Project subject to satisfactory certificate to be issued by principal Organizer i.e. Ministry of Tourism.
6. Balance 70% of the contract value will be released in equal proportion of quarterly basis subject to satisfactory certificate to be issued by principal Organizer i.e. Ministry of Tourism.
7. As per law of land, statutory deduction like income tax / tax deduction at Source (TDS) under GST (as & when applicable) etc shall be made from the bidder invoice as applicable.

VI LIQUIDATED DAMAGES

In the event of the agency's failure to complete the 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.

VII. Termination

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.

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 guidelines/policy. The decision of ITDC-Ashok Event shall be final and binding.

2.ITDC-Ashok Events Division may terminate this Contract in case of the occurrence of any of the events specified below:

- 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.
- 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 aspect of the project due to non-adherence of the timelines of the event, performance is below expected level or quality of work is not satisfactory etc.
3. 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.
4. 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.
5. That upon termination of this Contract, the ITDC-Ashok Events Division shall make the payments as outlined in the tender document.
6. If the vendor 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 Guarantee (Bank Guarantee)
7. 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 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/ Ministry of Tourism & its stakeholders. 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/ Ministry of Tourism. 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/ Ministry of Tourism to ITDC-Ashok Events Division. The bidder is not authorized to communicate with the public, including the Press, about ITDC-Ashok Events Division/ Ministry of Tourism or this matter without the prior written approval of ITDC-Ashok Events Division/ Ministry of Tourism. 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.

IX. 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.

X 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.

XI. Indemnity

The Bidder shall at all times indemnify and keep indemnified the ITDC-Ashok Events Division/ Ministry of Tourism 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/ Ministry of Tourism 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/ Ministry of Tourism 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:

SIGNED AND DELIVERED BY THE

Constituted Attorney of
India Tourism Development Corpn Ltd
(Unit: Ashok Events)

Constituted Attorney of
NAME OF THE COMPANY

WITNESSES:

1.

2.

Scope of Work for Implementation Agency
for
Incredible India Digital Market Place
(IIDMP)

1.	About Incredible India Digital Market Place	
2.	Scope of Work for Implementation Agency.....	
2.1.	Key components of Scope of Work.....	
2.1.1	Development of Incredible India Digital Market Place (IIDMP).....	
2.1.2	Complete IT infrastructure for hosting IIDMP	
2.1.3	End to end Operations and Management of IIDMP	
2.1.4	Training to key users	
2.1.5	Overall project management and coordination	
2.2.	Scope covers all necessary works and manpower	
3.	Detailed technical and functional requirements	
3.1.	Development of Incredible India Digital Market Place (IIDMP).....	
3.1.1	IIDMP Back office	
3.1.2	Hosting of Programs/ Events	
3.1.3	Online Registration Management.....	
3.1.4	Management of Buyers/ Tourism Stakeholders in overseas markets	
3.1.5	Management of Exhibitors/ Indian Partners	
3.1.6	Exhibition Space/ Pavilions/ Booth/ Stall/ Pod Management	
3.1.7	Integrated appointment matching system and meetings	
3.1.8	MIS	
3.1.9	E-commerce	
3.2.	Complete IT infrastructure for hosting IIDMP	
3.2.1	Cloud hosting	
3.2.2	Uptime	
3.2.3	Bandwidth and Speed	
3.3.	End to end Operations and Management of IIDMP	
3.4.	Training to key users	
3.5.	Overall project management and coordination	
3.6.	User friendly, attractive and responsive design	
3.7.	Live chat integration	
3.8.	VC integration	

3.9.	YouTube video player integration.....	.....
3.10.	Analytics.....	.....
3.11.	Networking Lounge.....	.....
3.12.	Virtual Briefcase for Users .....	.....
3.13.	“Partner Take-Overs” .....	.....
3.14.	Advanced filtering system for searching exhibitors.....	.....
3.15.	Segment to showcase investment opportunities .....	.....
3.16.	Feature to address exhibitors queries and grievances .....	.....
3.17.	Customized area for registration/events.....	.....
3.18.	Provision of a helpdesk .....	.....
3.19.	Provisions for Lead Management .....	.....
3.20.	Latest version .....	.....
3.21.	Data protection.....	.....
3.22.	Documentation .....	.....
3.23.	Transfer of Source Code/ Data .....	.....
3.24.	Quality Assurance .....	.....
3.25.	Insurance.....	.....
4.	Team of the Implementation Agency .....	.....
4.1.	Project Director.....	.....
4.2.	Technical Lead.....	.....
4.3.	Design and creative content Lead.....	.....
4.4.	Operations Lead .....	.....

Scope of Work
for
Incredible India Digital Market Place
(IIDMP)

1. About Incredible India Digital Market Place

Ministry of Tourism envisage to build a virtual platform to strengthen the virtual & digital communication with the travel industry in the source market and also to provide online platform to connect with the tour & travel industry in these source markets. The platform shall also engage, educate & enlighten the travel industry in the overseas market with latest tourism development in India by all tourism industry stakeholders.

2. Scope of Work for Implementation Agency

2.1. Key components of Scope of Work

The selected Implementation Agency will be responsible for the following key components of the work:

- (i). Development of Incredible India Digital Market Place
- (ii). Complete IT infrastructure for hosting IIDMP
- (iii). End to end operation and management of IIDMP
- (iv). Training to key users
- (v). Overall Project management and coordination

These have been detailed out in the following sections.

2.1.1 Development of Incredible India Digital Market Place (IIDMP)

To develop a dynamic, multilingual and scalable Platform for Incredible India Digital Market Place (IIDMP) replicating a trade mart venue having an overall enclosure, multiple pavilions with multiple stalls for various stake holders and virtual exhibitions/ conferences/ shows etc. It will have following features:

- (i). IIDMP Back-office functions
- (ii). Collateral Designing
- (iii). Online Registration Management
- (iv). Buyers/ (Tourism Stakeholders in Source Markets) Management
- (v). Exhibitor/ (Incredible India Partners in India) management
- (vi). Exhibition Space Management
- (vii). Integrated Appointment Matching System
- (viii). MIS
- (ix). Speaker Management
- (x). E-commerce

(xi). Customization of Content

2.1.2 Complete IT infrastructure for hosting IIDMP

The Implementation Agency will provide complete IT infrastructure and support required to host, operate, maintain and upgrade the Incredible India Digital Market Place.

2.1.3 End to end Operations and Management of IIDMP

After Go-live of IIDMP, the Implementation Agency will be responsible to provide end to end operations and management support for IIDMP for one year, which can further be extended for one more year.

2.1.4 Training to key users

The Implementation Agency will provide necessary training to the key users from the Ministry of Tourism, State Tourism Departments and other Stakeholders.

2.1.5 Overall project management and coordination

The Implementation Agency will be responsible for overall project management and coordination with all the key stakeholders.

2.2. Scope covers all necessary works and manpower

No extra cost shall be paid by the authorities for supply, installation and implementation, update / up-gradation of any software/ device including hiring of cloud space, registration, hosting, secured new public domain, its security, Transport Layer Security (TLS), Secure Sockets Layers (SSL) and going live of the site/ portal whichever is necessary for platform optimum functioning.

The Implementation Agency has to provision for adequate and competent technical, design and managerial resources to meet the entire requirement of the project.

3. Detailed technical and functional requirements

3.1. Development of Incredible India Digital Market Place (IIDMP)

To develop a dynamic, multilingual and scalable Platform for Incredible India Digital Market Place (IIDMP) replicating a trade mart venue having an overall enclosure, multiple pavilions with multiple stalls for various stake holders and virtual exhibitions/ conferences/ shows etc.

3.1.1 IIDMP Back office

Setting up of a fully functional IIDMP back office which is coordinating, running and managing all back-office functions

3.1.2 Hosting of Programs/ Events

The Platform is to be used for hosting various programs and events and the Agency shall provide:

- (i). The agency will assist in creating programs/ events, speakers' identification, inviting speakers, sending topics for both virtual and onsite speaking.
- (ii). It should have facility for hybrid event with simultaneously up linking on virtual venue and speakers present.
- (iii). Collateral Designing

Designing, producing, updating, managing and deploying all events / program specific digital collaterals like brochures, flyers, posters, e-mailers, banners, audio videos and any other such aids at par with world class quality and standards.

This is a key requirement as Incredible India Brand has to be projected in the overseas markets in the most creative and professional manner.

- (iv). Push notifications

Ability to utilize push notifications on the website during events. SMS push too, if possible. Live simultaneous on-screen push notifications on all pages. Scheduled notifications, if viable.

- (v). Post event report and feedback mechanism

3.1.3 Online Registration Management

Registration & commerce module for accepting buyers' application, Trade registration with their participation. Ability to send auto confirmation emails / SMS, solving disputes and managing customer care services.

Participants will build their own professional profile, which is seen by participants.

3.1.4 Management of Buyers/ Tourism Stakeholders in overseas markets

Following stakeholders from overseas markets will be registering on IIDMP. These may also be referred as buyers:

- (i). Travel professionals – tour operator's/ travel agents
- (ii). Associations

- (iii). Corporates
- (iv). Local Travel Media
- (v). Other Stakeholders

The Implementation Agency will assist in international buyers' identification, selection, communication, approval, registration and confirmation. The overseas offices of India Tourism and Indian Missions abroad will help the Ministry in bringing tourism stakeholders on the platform.

3.1.5 Management of Exhibitors/ Indian Partners

Following Indian Partners will be exhibiting on IIDMP. These may also be referred as Exhibitors:

- (i). Central Government Ministries and Organizations including Indian Missions
- (ii). State Tourism Departments and organizations
- (iii). Destination Management Organizations
- (iv). Hotels, Venues
- (v). PCOs, PEOs, Venues,
- (vi). Tour Operators,
- (vii). Tour Transporters,
- (viii). Travel agents
- (ix). Destination marketing companies
- (x). Super Specialty Hospital having facility for medical tourists
- (xi). Other tourism service providers

The Implementation Agency will assist in short listing, identification, selection, registrations and confirmation. The partners may be grouped in different pavilions.

3.1.6 Exhibition Space/ Pavilions/ Booth/ Stall/ Pod Management

The Implementation Agency needs to be fully equipped with virtual exhibition software capabilities.

- (i). Exhibitors/ Partners will be categorized in various pavilions such as Central Govt Partners, State/ City destinations, Hotel Industry, Tour Operators etc
- (ii). The platform must have capability for a minimum of 300 booths
- (iii). Floor place designing, space selling, management of virtual exhibition booths, creating communicating brochure, pricing structures, virtual storage space management, cloud security solutions for exhibitors and any other software services which needs to be rendered.

- (iv). A user friendly, flexible content management system (cms) that does not require code changes to perform basic website functionality. Drupal is preferred. A proprietary cms is not acceptable.
- (v). It should have provision of having links for various approved stakeholders/ partners to enable them upload, change, modify, and delete content pertaining to their field.
- (vi). Participating partners have their own landing pages, or “pods,” which function as a showcase for their brand.
- (vii). Each pod is brand able using a template; can book meetings; live chat or hold audio/video calls; visitors can leave a virtual business card; the pod display; .pdfs; photos; and shows videos.
- (viii). These pods should also be able to show a map and display a social media feed.

3.1.7 Integrated appointment matching system and meetings

IIDMP shall have an integrated appointment matching system, tied to the registration system for organizing meetings. It should have the following features:

- (i). It can schedule up to 300 concurrent meetings – upto 3,000 Meetings per day - and handle 7 days of concurrent meetings. It will include but not limited to 5000 visitors at a time should be able to use/navigate the site concurrently.
- (ii). Scheduled meetings will happen automatically for each party, placing the users in a video conference, together. Users receive push notifications on the platform just prior to meetings that begin either by clicking a link to each participant, or automatically, if they do nothing. Screen sharing capability is required. This system should also be able to send email reminders.
- (iii). Buyers/ Exhibitors shall be able to give their preference for Exhibitors/ Buyers and Sectors for meeting. Based on preference for Buyers/ Exhibitors, auto scheduling of appointments shall be done.
- (iv). It should provide attendance sheets, managing timings and linking with website real time communication, digital signoff posting meetings, linking digital signoffs to both the buyers and the sellers accounts etc.

3.1.8 MIS

Real time weekly MIS and data analytics of all revenue, cost and operational virtual areas with early warning alerts etc.

3.1.9 E-commerce

- I. IIDMP should be e-commerce enabled with proper payment gateway.
- II. Dashboard/Reporting tools: The dashboard should allow to view all ecommerce metrics in a summarized way. It should be customized to meet our specific business needs.
- III. SEO Management: Aspects of SEO are common parts of an ecommerce backend platform.
- IV. Multilevel Security: Apart from SSL certificates and PCI compliance, the site should have a strong firewall and layers of security on login and contact forms.
- V. Automatic site backup: Site should be automatically backed up to prevent any accidental mishap.
- VI. Security seals: Show security seals near the field where the customers enter their credit card information. It ensures the security of our site and the payment process.

3.2. Complete IT infrastructure for hosting IIDMP

The Implementation Agency will provide complete IT infrastructure and support required to host, operate, maintain and upgrade the Incredible India Digital Market Place. It will include but not limited to:

3.2.1 Cloud hosting

IIDMP is to be hosted on the cloud on secured public Domain so that it could be accessible from anywhere. Complete cloud server security is to be maintained including the incident management. Its products and services to be displayed on the browsers. IIDMP should be device agnostic and compatible for all types of digital devices on their respective operating system.

3.2.2 Uptime

IIDMP shall have minimum 99.7 percent uptime. The Implementation Agency will provide uptime report.

3.2.3 Bandwidth and Speed

IIDMP platform shall have adequate bandwidth and be user friendly, to handle expected international traffic.

3.3. End to end Operations and Management of IIDMP

The Implementation Agency will be responsible for end-to-end management of various instances of application and app servers to ensure smooth functioning of the platform & all features embedded and upkeep of the domain server.

The Agency will provide necessary technical support for fixing issues/ bugs during the implementation.

3.4. Training to key users

The Implementation Agency will provide necessary training to the key users from the Ministry of Tourism, State Tourism Departments and other Stakeholders.

3.5. Overall project management and coordination

The Implementation Agency will be responsible for overall project management and coordination with all the key stakeholders. The agency will provide overall project management, acting as lead agency for Incredible India Global Marketplace. This includes weekly meetings with Ministry of Tourism staff, consultants and other agencies.

3.6. User friendly, attractive and responsive design

- (i). Graphics interface should be HD and world class.
- (ii). The creative design of the content including videos shall be of international quality.
- (iii). Design including navigation should be keeping in view the requirements/ experience of foreign tour operators and other stakeholder.
- (iv). The IIDMP platform should be robust, creatively appealing and attractive to generate interest amongst visitors.
- (v). IIDMP should be user friendly and accessible from all devices like Desktops/ Laptops/ Tabs/ Mobiles on all operating systems. Responsive design for mobile and tablet.
- (vi). Proactively suggest UX/ UI improvements and continue to educate the collective group about new developments in conference website technology and use.
- (vii). Content of the platform may keep on changing partly or completely from time to time depending upon theme or subject of the day or week or fortnight.

3.7. Live chat integration

Live chat integration, with auto-response when not staffed.

3.8. VC integration

Video conference integration for multi-person meetings, using Zoom, Amazon Chime, or another major video conference provider. Must include screen sharing and live chat.

3.9. YouTube video player integration

YouTube video player integration for video-on-demand. We are open to other players for live streaming of main events.

3.10. Analytics

Tagging all pages for Google Analytics or similar. Many individual elements will also require tagging and measurement. The analytics and security should be an inbuilt programme.

3.11. Networking Lounge

IIDMP should provide video-on-demand page with YouTube integration; a networking lounge where participants can join live video conference meetings and live chat.

3.12. Virtual Briefcase for Users

IIDMP should provide each user with a “virtual briefcase,” in which they can store selected .pdfs (brochures), presentations or other media.

3.13. “Partner Take-Overs”

Partners of IIDMP should be able to utilize the platform for their own conferences / seminars / workshop. For example, a state tourism department should be able to holds its conference / seminar / workshop on this platform with its own branding, pods and rooms. This could be accomplished using a sub site set-up in this multi-site environment, re-skinning the existing site, or another method you suggest.

3.14. Advanced filtering system for searching exhibitors

IIDMP shall provide a query and filtering system for searching the exhibitors on various parameters.

3.15. Segment to showcase investment opportunities

IIDMP shall provide a segment to showcase investment opportunities.

3.16. Feature to address exhibitors’ queries and grievances

The agency shall have provision to address the queries of exhibitors and grievances.

3.17. Customized area for registration/events

IIDMP shall have customized areas for registration/ events.

3.18. Provision of a helpdesk

IIDMP shall have a provision of a help desk.

3.19. Provisions for Lead Management

IIDMP shall have a provision for lead management.

3.20. Latest version

The Implementation agency will ensure that all software and connectors are upgraded to latest versions.

3.21. Data protection

The Implementation agency will ensure full compliance with all privacy laws and GDPR guidelines or country specific data guidelines. It will ensure full security of data.

3.22. Documentation

Agency shall provide procedure documentation / manuals for all operations procedures, and SLA's (based on latest ITIL best practices) for all the hardware and applications provided including backup procedures, system update procedures, security procedures, failure recovery procedures, upgrade procedures, remote access procedures, user manual, SOP's, etc.

3.23. Transfer of Source Code/ Data

Transfer ownership of all source code/ Data of the Project/ website operations /and training of team to the Ministry that has been developed as part of Implementation, monitoring, maintenance or otherwise.

3.24. Quality Assurance

All quality assurance to be performed by the vendor. The MOT will have independent audit and quality assurance.

3.25. Insurance

Any insurance which may be required for a virtual event of this caliber and scale must be advised, budgeted and provided.

4. Team of the Implementation Agency

Implementation Agency will have to depute competent, qualified and experienced team to develop IIDMP, operate, maintain and upgrade the same during the period of contract.

4.1. Project Director

Project Director should have more than 20 years of Industry experience and must have lead similar project covering all the aspects. He will lead inter disciplinary team of the agency to deliver a world class Incredible India Digital Market Place.

He should provide a maximum of three projects, which will demonstrate his prior experience relevant to lead development of Incredible India Digital Market Place.

4.2. Technical Lead

Technical Lead should have more than 10 years of experience in IT solutions and should have worked on the development of similar platforms. He will lead the technical team of the Implementation Agency to fully translate the technical and functional requirements into the solution and build IIDMP accordingly.

He should provide a maximum of three projects, which will demonstrate his prior experience of working on similar projects.

4.3. Design and creative content Lead

Design and creative content lead should have more than 10 years of experience in design and creative work. He will lead the design and creative team, which will be responsible for creative design and content for various parts of Incredible India Digital Market Place.

He should provide a maximum of three projects, which will demonstrate his prior experience of working on similar projects.

4.4. Operations Lead

Operational Lead should have more than 10 years of industry experience. He will lead the operations team of the Implementation Agency which will be interfacing with various stakeholders of IIDMP for smooth coordination and operational support to the stakeholders. The team will ensure that various tasks are performed seamlessly and timely to ensure deliver of services to the users and partners.

He should provide a maximum of three projects, which will demonstrate his prior experience of working on similar projects.

FINANCIAL BID

**Tender No. ITDC/AE/MoT/Incredible India Digital Market Place
Platform- Dated January 2022
For**

**Appointment of an Agency on turnkey basis for Conceptualization
Designing, Developing, upgrading, portal developing, hosting and
maintenance of Incredible India Digital Market Place Platform and end to
end operations and management of IIDMP**

FINANCIAL BID

TOTAL AMOUNT: Rs.

TOTAL AMOUNT IN WORDS: RUPEES

GST/GST CESS Extra

Duly Signed & Stamped by the Authorized Signatory