



भारत पर्यटन विकास निगम लिमिटेड
India Tourism Development Corporation Limited
(A Government of India Undertaking)
(Human Resource Development Division)

Notice Inviting E-Tender

Tender No.HRD/01/2022-23 dated 06.11.2022

E-Tender Inviting Applications for empanelment of Institute/NGO/College/Trust having set up PAN India for execution and conduct of Hunar Se Rozgar Tak training program of Ministry of Tourism on behalf of ITDC for a period of 02 years for Ashok Institute of Hospitality & Tourism Management,50-B, Lobby Level, Hotel Samrat, Chanakyapuri, New Delhi-110021.

Processing Fee	: Rs. 2000/- (Non refundable)
Last date of submission of application	: 26.11.2022 at 1730 Hrs.
Place of submission of Tender	: E-Tender (Online)
Contact Person for any clarification	: Sr. Mgr. (HRD), ITDC, Ashok Institute of Hospitality and Tourism Management, Samrat Hotel, 50 B, Chanakyapuri, New Delhi - 110021
Contact No.	: 011-24152865, 24152866
Date and Time of Opening of Tender	: 28.11.2022 at 1100 Hrs
E-mail	: itdc.aihtm@gmail.com
Website	: www.itdc.co.in

In case of insufficient response to the e-tender, the extension will be given as per ITDC guidelines. The Corrigendum/ extension regarding the tender, if any, shall be uploaded on <https://etenders.gov.in/eprocure/app> or through link <E-Tenders> on the home page of our website www.itdc.co.in

- In the event of inadequate response i.e. receipt of minimum of three bids, the tender would be extended. Any Corrigendum / extension regarding the tender shall be uploaded on website only i.e. <https://etenders.gov.in/eprocure/app> or through the link: Tenders>E-procurement on website www.itdc.co.in. The prospective bidders are advised to visit the website regularly for any extensions /corrigendum.

Table of Contents

S. No	Particulars	Page No
1	E-Tender Notice	03-06
2	Tender Summary	07-09
3	E-Tender Document	10-25
4	Annexure (I-III)	26-35

E-TENDER NOTICE

INDIA TOURISM DEVELOPMENT CORPORATION LIMITED

(Human Resource Development Division)

Tender No.HRD/01/2022-23 dated 06.11.2022

E-Tender Inviting Applications for Empanelment of a Training Institutes/Agencies/Organizations having set up PAN India for execution and conduct of Hunar Se Rozgar Tak training program of Ministry of Tourism on behalf of ITDC.

The tendered items 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>.

Interested / prospective applicants are requested to submit their Applications through online portal only i.e. <https://etenders.gov.in> till 26.11.2022 up to 1730 hours.

For any clarifications, Contact:

Sr. Mgr.-HRD (AIH&TM)
Hotel Samrat, 50-B Kautilya Marg,
Chanakyapuri,
New Delhi 110021.
Tel No. 011-24152865,66

Instructions/Guidelines for NIC E-Tendering Portal

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

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

For Parties – 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)

For EMD payment – EMD submission process is RTGS/NEFT/DD. For RTGS/NEFT, IFSC code and Account Number of the Bank is required where Tender Inviting Authority wants to deposit the EMD. Gap of 24 hours is advised between tender closing date & time and tender opening date & time. Every bidder can participate from their own location.

Tab “Help For Contractors”

Special Instructions to the Contractors/Parties 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/ MtnTrustline / Safe Script / 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 parties 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. Parties 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. Bidder should arrange for the processing fees as specified in the tender. The original should be posted / couriered / given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, parties are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids. Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.

15. In case of Offline payments, the details of the processing fees document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.
16. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the parties due to local issues.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the e Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the parties will be digitally signed using the e-token of the bidder and then submitted.
19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The parties should adhere to this time during bid submission.
23. All the data being entered by the parties 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.
24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.
25. The parties 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/parties

Parties 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>

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 parties are requested to prefix 91 as country code

Note- Parties 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 : 01124307522

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

INDIA TOURISM DEVELOPMENT CORPORATION LTD.
Ashok Institute of Hospitality & Tourism Management (HRD Division)

SUMMARY OF E-TENDER

Empanelment of a Training Institutes/Agencies/Organizations having set up PAN India for execution and conduct of Hunar se Rozgar Tak training programme of Ministry of Tourism on behalf of ITDC.

The detailed Application Proforma regarding machinery/equipment and other requirements for respective categories can be downloaded from <https://etenders.gov.in> and <https://itdc.co.in>.

All applicants have to deposit Rs. 2000/- (Rupees two thousand only) as Processing Fee(Non-refundable)

The Deposit has to made by RTGS / NEFT as per following Bank Details:

Name of the Beneficiary	-	ITDC UNIT AIH&TM
Bank Account Number	-	34872575724
Name of the Bank	-	STATE BANK OF INDIA
Branch	-	NCERT, NEW DELHI
ISFC	-	SBIN0001690

Applications complete in all respects are to be uploaded at <https://etenders.gov.in> latest by 26/11/2022. ITDC reserves the right to reject any or all applications without assigning any reason.

Processing Fees	Rs. 2,000/- (Rupees Two Thousand only)
Start date & time of submission	06/11/2022 1000 Hrs onwards
Last Date and Time of submission	26/11/2022 at 1730 Hrs
Place of submission of Tender	E-Tender (Online)
Date and Time of Opening of Tender	28/11/2022 at 1100 hrs
Place of Opening of Tender	Electronically
Contact Person	Sr. Mgr. HRD (AIH&TM) Hotel Samrat, 50-B Kautilya Marg, Chanakyapuri, New Delhi 110021. Tel No. 011-24152865,66

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

link: Tenders>E-procurement on website www.itdc.co.in

**Senior Manager (AIH&TM),
HRD Division, ITDC**

1. E-tender (online applications) are invited by I.T.D.C. Ltd (A Government of India Undertaking) for Empanelment of a Training Institutes/Agencies/Organizations having set up PAN India for execution and conduct of Hunar Se Rozgar Tak training program of Ministry of Tourism on behalf of ITDC as detailed in the tender document.
2. The tender document is available on online portal <https://etenders.gov.in> or through link <Tenders><e-tenders> and tender information is also available on the home page of our website <https://itdc.co.in> from 06.11.2022. The online applications will be received till 26.11.2022 up to 1730 Hrs. The online applications will be opened on 28.11.2022 at 1100 Hrs. electronically.
3. The applicants who are desirous of applying for empanelment in response to e-tender shall upload their applications in the prescribed proforma. The applicants shall upload all documents with Digital Signature Certificate (DSC) of Class-3 (Signing & Encryption both) owning the responsibility for their correctness/ authenticity.
4. The applications are required to be uploaded strictly as per the guidelines indicated as given in online portal i.e. - <https://etenders.gov.in>.

SUBMISSION OF APPLICATIONS

- 1) Applicants should log into the site well in advance for bid submission so that they can upload the applications in time i.e. on or before the submission time. Applicants will be responsible for any delay due to other issues.
- 2) The applicant has to digitally sign and upload the required documents one by one as indicated in the tender document.
- 3) Applicant has to select the payment option as “offline” to pay the Processing Fees as applicable and enter details of the instrument.
- 4) The Processing Fees amount of Rs 2,000/- (Rupees Two Thousand only) non-refundable by NEFT/RTGS payment in the Account of ITDC Unit AIH&TM as per the details given below:

State Bank of India, NCERT Branch, New Delhi 110016

IFSC Code: SBIN0001690

Bank Account No: 34872575724

E-TENDER DOCUMENT

(Human Resource Development Division)

SUB: EMPANELMENT OF TRAINING INSTITUTES/AGENCIES/ORGANIZATION

Ashok Institute of Hospitality & Tourism Management (AIH&TM) is a certified Hospitality Training Institute is the Human Resource Development Division of India Tourism Development Corporation Ltd. This institute is spread over two campuses, one at Hotel Samrat, The Centre of Excellence, New Delhi and the other at Qutab campus in Qutab Institutional Area, New Delhi. The Institute came into existence in 1971 for in-house training of staff and executives in ITDC hotels. Post disinvestment, in the year 2002, it became a Strategic Business Unit for undertaking education and training related assignments in the Hospitality Education. Having more than four decades of experience in hospitality training and skill development programmes, with a pool of experienced and enthusiastic trainers and faculty, AIH&TM boasts of its quality and excellence in training deliverables, particularly in training of Hospitality Areas like Food Production, Food & Beverage Service, Front Office and Housekeeping.

AIH&TM has been given a state status at par with the states by MoT for conducting HSRT Programme PAN India. A separate target for training eligible candidates under HSRT programme

is being sanctioned to AIH&TM, ITDC every year. For the FY 2022-23, AIH&TM too have target for the empanelled agencies.

GENERAL TERMS & CONDITIONS OF EMPANELMENT PROCESS

The Empanelled Agencies shall not receive any income in connection with the engagement except as provided for in the Work Order and NIT doc.

The Empanelled Agencies shall not engage in training activities that conflict with the interest of the ITDC as mentioned under the Work Order and NIT doc

The Empanelled Agencies shall not charge the candidates for the training being conducted under the HSRT Programme under any pretext.

Corrupt and Fraudulent Practices

The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Empanelment Process. Notwithstanding anything to the contrary contained in this document, the Client shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Empanelment Process.

Clause for Blacklisting of Empanelled Agency: While the primary objective is to facilitate Empanelled Agency in achievement of targets, but the Empanelled Agency can default for Corrupt or Fraudulent Practices. First level of safeguard against such default by Empanelled Agency is continuous monitoring and consultative system which shall be in place right till the District level. Notices shall be issued to the Empanelled Agency regarding deficiencies detected at various stages. However, even after repeated notices and reminders, if a Empanelled Agency does not take remedial measure (within one month); a major step may be taken which includes but not limited to Black listing of the Empanelled Agency.

Preparation of Proposals

General Considerations

In preparing the Proposal, the Applicant is expected to examine the empanelment document in detail. Material deficiencies in providing the information requested in the empanelment document may result in rejection of the Proposal. The Applicants shall bear all costs associated with the preparation and submission of its proposal, and AIH&TM shall not be responsible or liable for those costs, regardless of the conduct or outcome of the empanelment process. AIH&TM is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to the Empanelment, without thereby incurring any liability to the Applicant. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Applicant and AIH&TM, shall be written in the English language.

Subcontracting or Franchising

Empanelled Agencies cannot subcontract the conduct of training.

Empanelled Agencies cannot operate the training centers via a franchisee arrangement.

The terms and conditions of this NIT Document is an integral part of the Work Order issued to the empanelled Agency and terms and conditions of this NIT Document shall be read as a part and parcel the work order.

Scope of Work:

The scope of work to be undertaken by the empanelled agency would be as below (as per HSRT MoT guidelines):

- Mobilization, Pre-Counseling and Registration of eligible candidates Awareness creation in the districts in which it has been empanelled.
- Counseling the candidates and their parents on the available job opportunities / training locations and set their expectations on jobs, relocation requirements and compensation.
- The above data shall be provided to AIH&TM for display on its website.
- Training partners to design training curriculum and plans based on NSQF frame work based job roles as prescribed by sector skill councils.
- Empanelled agencies must ensure that the theory as well as practical classes along with Industrial training must be completed in the stipulated time by keeping in mind the duration and credits of the scheme as laid by MoT.
- Placement of Candidates - "Placed" means the candidate is placed in the sector of their training. Further, a placement shall be considered valid if a candidate is placed within the first 3 months of getting trained / successfully
- Assessment & Certification: Each candidate has to be assessed and certified as per the mechanism laid down by the MoT. The certification would be done as per the mechanism laid down by the MoT.
- Batch Size: The maximum batch size allowed for the programme is 30 and minimum is 18.
- Period of the Empanelment: The empanelment shall remain valid till 02 years unless it is terminated earlier. The targets may be allotted in subsequent FY based on performance for FY 2022-23 during the period of empanelment and based on the targets received from MoT.

Roles and Responsibilities of the AIH&TM.

- AIH&TM through its portal shall share the list of registered candidates with its Empanelled Agencies.

- Timely Monitoring and Evaluation of the Empanelled Agencies.

Force Majeure

Definition: For the purposes of this Empanelment, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Work Order and (B) avoid or overcome in the carrying out of its obligations hereunder.
- Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- AIH&TM will decide the eventuality of Force Majeure which will be binding on both the parties.
- No Breach of Work Order: The failure of a Party to fulfill any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Work Order.
- **Termination:** AIH&TM may, without prejudice to any other remedy for breach of Agreement, by a written notice of default of at least 30 days, terminate the Work Order in whole.
- The Work Order may be terminated if it is discovered at any stage that the Empanelled Agency has been furnishing false claims or providing misleading information with respect to enrolment of trainees, conduct of training or any other aspect related to programme.
- If the Empanelled Agency, in the judgment of the AIH&TM, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Work Order for empanelment.
- If the Empanelled Agency commits breach of any condition of the NIT and Work Order.

Taxes, Labour Laws and Other Regulations

The selected agency shall accept and bear full and exclusive liability for the payment of any and all existing and future taxes of the Central or State Government or of any other authority with respect to the contract or any course pursuant thereto or anything done or service rendered pursuant thereto. The selected agency shall fully comply with all applicable laws, rules and regulations relating to P.F. Act, ESIC Act, Bonus Act, Minimum Wages Act, Agreement Labour Act, Workmen’s compensation Act, C.L. (R & A) Act, and/or such other Acts or Laws, regulations passed by the Central, States, Municipal and local governmental agency or authority.

Confidentiality and Disclaimer

All information supplied by the AIH&TM in connection with this e-tender must be treated as

confidential and, for the avoidance of doubt, all parts of the e-tender are to be treated confidentially by the applicants.

Liquidated Damages

In the event of failure to provide service beyond the specified date intimated by AIH&TM to the empaneled agency, liquidated damages @ 1% per month or part thereof in respect of the total loss value of the contract will be deducted, subject to a maximum of 10%; alternately the contract will be cancelled and the remaining service will be given to any other suitable agency at the risk and expense of the qualified agency.

Interpretation

In the event of any difference in the interpretation of any of the clauses of the service contract and / or the documents, the clarification given by the AIH&TM shall be final and binding on the Parties.

Settlement of Disputes

Governing Law, Jurisdiction & Dispute Resolution:

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

This agreement shall be governed by and interpreted in accordance with the laws in force in India and the Courts at Delhi. Delhi shall have exclusive jurisdiction in all matters and to settle any disputes arising out of this agreement/contract.

Amendment of e-Tender Document (Corrigendum)

At any time prior to the deadline for submission of bids, AIH&TM may, for any reason, modify the e-tender document and the corrigendum will be published on the website.

Equipment, Labour, and Infrastructure

The AIH&TM shall not provide any equipment, labour, or infrastructure to the selected agencies to carry out the necessary operations under this contract. The selected agency has to ensure sufficient capacity of the same through its own means. Further, AIH&TM takes no responsibility for any damage caused to any such equipment or infrastructure or harm to any person during the course of operation.

Confidential Clause

During the engagement with-----Limited, the organization, its employees, agents, other contractors, sub-contractors and their employees, etc., may be exposed to certain unpublished price sensitive information (UPSI), that is not generally available and which upon becoming generally available is likely to materially affect the price of the securities issued by the company. Such UPSI shall be held by the organization, its employees, agents, other contractors, sub-contractors and their employees etc., in strictest confidence and shall not be disclosed to any other party except on need to know basis and with the prior consent of the Company. It is hereby further cautioned that, the organization, its employees, agents, other contractors, sub-contractors, their employees and immediate relatives thereof, should not trade in the securities of the Company while in possession of such UPSI or communicate such UPSI to any person except in furtherance of legitimate purposes, performance of duty or discharge of legal obligations. Any trades in securities of the Company, while in possession of any UPSI would be presumed to have been motivated by the knowledge and

awareness of the UPSI and liable for penal action under this contract/engagement as well as under SEBI (Prohibition and Insider Trading) regulations, 2015. It is therefore advised to familiarize with the “Code of Conduct for Prevention of Insider Trading in the Securities of ITDC, copy of which is hosted on the website www.theITDC/Concerned_Unitgroup.com. Accordingly, it must be ensured that any UPSI, whenever received from the Company,

- a) Shall be used solely for the purpose for which it is being disclosed
- b) Shall be preserved and the secrecy of such information shall be maintained
- c) Shall not be disclosed to any third party
- d) Shall be kept securely and properly protected against theft, damage, loss and unauthorized access (including access by electronic means) by deploying means similar to those being used to secure their own confidential information.
- e) To notify the company immediately upon becoming aware that any of the confidential information has been disclosed to or obtained by a third party.
- f) The organization/contractor etc., shall undertake that its employees & their immediate relatives, agents, sub- contractors and other person associated with said contract/engagement does not violate any of the provision of the SEBI (Prohibition of Insider Trading) Regulation, 2015. Any violation shall be considered as breach of terms of contract/engagement and the Company shall take necessary action for such breach in addition to reporting to SEBI for taking necessary action under SEBI (Prohibition of Insider Trading) Regulations, 2015.

APPLICATION FORM

INDIA TOURISM DEVELOPMENT CORPORATION **ASHOK INSTITUTE OF HOSPITALITY & TOURISM MANAGEMENT**

Name of the Institute/NGO/College/Trust-_____

Name of the Head of the Organization-_____

Date of Establishment-_____

Registration No: -_____ Date of Registration-_____

Center applied for 1. _____ 2. _____ 3. _____

4. _____ 5. _____

Course Applied For 1. Multi Cuisine Cook ☐ 2. F&B Service- Steward ☐

3. Room Attendant ☐ 4. Front Office Associate ☐

Address (Ownership proof to be enclosed) : _____

Contact No.-_____ Official Mail _____ Official

Website: _____

PAN No. _____

(Copy Enclosed)

GST Registration. _____

(Copy Enclosed)

Declaration

I _____ on behalf of _____ declare that the above mentioned information is true to the best of my knowledge.

Name of the authorized signatory: _____

Signatures: _____

Date: _____

Note:

1. The organizations are required to duly fill the "Application and Assessment Criterion" as per the attached Performa and checklist.
2. Application duly filled along with supporting documents should be submitted online at the account details mentioned on Annexure 2 latest by 05:30 PM on 26/11/2022 along with a non-refundable processing fee of Rs. 2000/- . Applicants are required to upload the details of the U.T.R Number/RTGS/NEFT Reference Number for the processing fees at the time of application submission.
3. Authority letter from a person or authority in favor of authorized signatory may also be enclosed.

(TO BE FILLED BY THE APPLICANT ORGANISATION & SENT WITH THE APPLICATION)

1. CLASS ROOMS: (Photos to be attached)

Multi Cuisine Cook Course.

S.No	Item	Required Quantity (Number)	Available Quantity (Number)
1.	Students Chairs with writing board	30	
2.	White Board	01	
3.	Teacher's table and chair	01	
4.	Portable over head Projector as and when required		

Food & Beverage Service Steward Course.

S.No	Item	Required Quantity (Number)	Available Quantity (Number)
1.	Students Chairs with writing board	30	
2.	White Board	01	
3.	Teacher's table and chair	01	
4.	Portable over head Projector as and when required		

Room Attendant Course.

S.No	Item	Required Quantity (Number)	Available Quantity (Number)
1.	Students Chairs with writing board	30	
2.	White Board	01	
3.	Teacher's table and chair	01	
4.	Portable over head Projector as and when required		

Front Office Associate Course.

S.No	Item	Required Quantity (Number)	Available Quantity (Number)
1.	Students Chairs with writing board	30	
2.	White Board	01	
3.	Teacher's table and chair	01	
4.	Portable over head Projector as and when required		

2. LABORATORIES: (Photos to be attached)

Multi Cuisine Cook Course (Kitchen).

Equipment	Required Quantity (Number)	Available Quantity (Number)
S. S. Work Table 4ft x 2ft x 34 inches	01 S. S. work table/ 02 trainees	
S. S. Cooking Range (Gas operated)	02 low pressure burners/ 02 trainees	
S. S. Demonstration Table (6ft x 3ft)	01 with 4 burner cooking range	
S. S. Sink with Drain Board with hot & cold water	01/ 04 trainees	
Stock Pot Stove	01	
S. S. Portable Tandoor	01	
S. S. Salamander 24"x 14"	02	
Griller with Hotplate 24" x 24"	01	
Two Deck Oven (12KW)	01	
Food Processor (Semi Commercial)	01	
S. S. Two door vertical refrigerator	01 (500 ltrs.)	
H. Pressure 2 burner Cooking Range	02 (low height 26")	
H. P Single burner Cooking Range	01 (low height 26")	
Deep fat fryer (2 compartments)	01 (05-10 ltrs. Gas operated)	
Potato peeler (heavy duty 05-10 kgs)	01	
Food Processor	01	
Meat Mince (heavy duty)	01	
Hot plate with chapatti puffer	01	
Tandoor gas operated	01	

- Each working table to have one set of the following:

Equipment	Required Quantity (Number)	Available Quantity (Number)
S. S. double bottom vessels	04 (different sizes)	
Sauce pans with handle	01	
Frying pans (1 each for shallow and deep frying)	02	
Strainer S. S	01	
S. S. Thali	01	
Pie dish	01	
Cutting Boards (Polypropylene)	01	
Pudding moulds, aluminium basins, bowls, measuring cup, cooking spoons (flat, round, perforated.), ladles, etc. in appropriate quantities.		

- Items like kitchen knives, peeler, scoop, table spoon, tea spoon, fork, wooden

spoon, spatula, check dusters, lighter, and sanitizer etc. can be provided as part of tool kit to the trainees who shall bring these to each practical session in a tool kit bag.

F & B Service Steward Course (Training Restaurant and Pantry)

Equipment	Required Quantity (Number)	Available Quantity (Number)
Table (wooden 3ft x 3ft x2 i/2 ft H)	08	
Instructor's Table & Chair	01	
Chairs (dining) upholstered	32	
Side Boards 4' x 1.5' x 42"	04	
White Board 5' x3'	01	
Cutlery S.S. (various types and sizes)	As per training requirement	
Crockery (various types and sizes)	As per training requirement	
Hollowware and Flatware S. S.	As per training requirement	
Glassware	As per training requirement	
Plate warmer	01	
Soup kettle	01	
Chafing dishes/ display platters	Sufficient for a buffet display	
Linen	Sufficient to lay all tables and Buffet Display	
Bar Counter	01 with display of mock bottles, glassware, bar measures, shakers, mixers, and other items required for training purpose	
Bain-marie (pantry)	01 (5-7 compartments)	
Microwave	01	
Water cooler	01	

- Tool kit for the trainees would include a bag containing cutlery items for laying one cover, service spoon and fork, serviette, waiter's cloth, scribbling pad, pen, bottle opener and sanitizer.

Room Attendant Course

Equipment	Required Quantity (Number)	Available Quantity (Number)
Vacuum Cleaner (straight suction dry pickup industrial model)	01	
Floor Polishing Machine	01	
Wringer trolley with mops	01	
Janitorial trolley with accessories	01	
Geyser/ storage boiler	01	
Ladder Aluminium A- type with platform	01	
Cleaning Equipment (Mops, Buckets, Basins, Bins, Mugs, Brooms & Brushes, Pans, Dusters, polishing/ glass cloths, Wipers, etc.	Various types / sizes	
H. K. Attendant's Trolley	01	
Room Maid's box	01	
Display Sample Section/ Model/ Material Board	Contemporary items & materials	
First aid box with all first aid materials	02	
Linen storage trolley	01	

Guest Rooms/ Mock-up Rooms with attached bathrooms.	Required Quantity (Number)	Available Quantity (Number)
Twin Room - 02 single beds (with mattresses) with attached or wall fixed head board and 02bed side tables	01	
Double Room - 01 double bed (with mattresses)with attached or wall fixed head board and 02 bed side tables	01	
Items common to twin room and double room set up.		
Glass top tea / coffee table	01	
Easy Chairs	02	
Study Table	01	
Study Chair	01	
Mirror with dressing table and drawers	01	
Wardrobe	01	
Luggage Rack	01	
Fridge/ Mini bar	01	
Light fittings- fixed general/ indirect and spot lighting and bed side reading lights.	As required	
Linen Items:		
Single bed sheets/ double bed sheets, mattress protectors,blankets, quilts, pillows, pillowcovers, crinkle sheets (night sheet), bed spreads, bath towels, bath sheets, hand towels,face patch/towels, bath mats, and bath gowns. Curtains (heavy and light/ sheer curtains)	Sufficient quantity for practical and practice sessions. Two sets each.	
Guest Supplies (stationery folder, room supplies and bath room supplies)	Sufficient quantity for practical and practical sessions	

- Tool kit for trainees would include a bag containing check dusters, mops, polishing cloths, triangular slings/ bandages, scribbling pad and pen.

Note: Receiving, pre-wash and storage of perishable and non-perishable items as per requirement.

Front Office Associate Course

Equipment	Required Quantity (Number)	Available Quantity (Number)
Reception Counter	01	
Bell Desk	01	
Currency Exchange Board	01	
Key Rack / Message Rack	01	
EDC or Functioning Credit Card Machine	01	
Sofa, Table, Chair for lobby set up	01 Set	
Multimedia System / LCD / White board / smart board in the Classroom	01 each	
Functioning Computer Lab, ,	15	
Functioning Printer	01	
Functioning Fax machine	01	
Property Management Software / Hotel Reservation System (software must be installed and running on all computers during inspection)	01	
Newspaper / Magazine stand	01	
Front Office Consumables – registration card; maintenance work order; courier form; tourist maps; tent card; luggage tags; vouchers; function sheets; signage's (fire exit, washroom, smoking, valet, DND, courier form) etc.		

Marks Matrix

INDIA TOURISM DEVELOPMENT CORPORATION

ASHOK INSTITUTE OF HOSPITALITY & TOURISM MANAGEMENT

Application and Assessment Criteria for Empanelment of Institutes for conducting HSRT
trainingsponsored by MOT, Govt. of India.

Kindly put a tick mark in the relevant field at all the points mentioned below:

- | | |
|--|--|
| <p>1. Name of the Institute and Status.
 (Copy of certificate to be enclosed as proof)</p> <p>a. Registered under Societies Act/ Registered NGO/
Registered Trust</p> <p>b. Recognition by State Govt. / UT Administration.</p> <p>c. Recognized By AICTE/ National Skill Development Authority</p> | <p>5 Marks</p> <p>4 marks</p> <p>4 marks</p> <p>5 marks</p> |
| <p>2. Average Financial turnover for last 4 years (2017-18,2018-19,2019-20, 2020-21) 10 Marks
 (Proof to be enclosed, audited balance sheet certified by CA)</p> <p>a. 50 Lakhs and below</p> <p>b. Between 51 Lakhs to 2Crore</p> <p>c. Above 2 Crore</p> | |
| <p>3. Infrastructure support available for HSRTPrograms
 (Photographs to be enclosed for classrooms and labs)</p> <p>I. Classrooms (Seating capacity of minimum 30 Students)</p> <p>a. One Class Room</p> <p>b. Two Class Room</p> <p>c. Three or More classroom</p> <p>II. Labs for Practical Training</p> <p>a. One Lab</p> <p>b. Two Labs</p> <p>c. Three or More Labs</p> | <p>20 Marks</p> <p>5 marks</p> <p>8 marks</p> <p>10 marks</p> <p>5 marks</p> <p>8 marks</p> <p>10 marks</p> |
| <p>4. Whether undertaken any hospitality related vocational training program in previous years. (Proof to be enclosed) 15 Marks</p> <p>No. of students trained in last 3 years</p> <p>a. 250 to 500</p> <p>b. 501 to 1000</p> <p>c. 1001 & above</p> | |
| | <p>5 marks</p> <p>10 marks</p> <p>15 marks</p> |

5. Affiliation with Industry/Hotels for conducting on the Job training 5 Marks

(Proof to be enclosed)

- | | |
|--------|---------|
| a. Yes | 5 marks |
| b. No | 0 mark |

6. Number of trained faculty employed for Hospitality sector training 10 Marks
(Proof to be enclosed as per Annexure 1)

- | | | |
|---|--------------|----------|
| A | Two to Four | 3 marks |
| B | Five to Nine | 5 marks |
| C | Ten | 10 marks |

7. Placement of students trained for hospitality skill trades in last 2 years
(Proof to be enclosed)

10 Marks

- | | | |
|----|--------------------|----------|
| a. | Less than 50% | 0 mark |
| b. | Between 51% to 74% | 5 marks |
| c. | 75% & above | 10 marks |

8. If an organization is partner of National Skill Development Corporation
(Proof to be enclosed)

5 Marks

- | | | |
|----|-----|---------|
| a. | Yes | 5 marks |
| b. | No | 0 mark |

9. Physical inspection of the facilities

20 Marks

Stamp and Signature of the Authorized Signatory of the Organization

- Note:
1. Physical inspection shall only be carried out for those institutes who score a minimum of 40 marks under Sl. No. 1 to 8.
 2. For institutes to qualify for approval minimum cut off score shall be 60 marks. Additionally, they should score a minimum of 10 for physical inspection under Sl. No:- 9.
 3. Supporting Documentary proof regarding every point should be uploaded, failing which it will be considered invalid and shall be awarded zero marks for the same.
 4. An affidavit of Rs. 100/- to be submitted authenticating each document by the bidder.

Annexure –1

Personal Data Sheet – Faculty (S. No. 06 of the application form)

S. No.	Name of Faculty	Position / Area of expertise	Professional Qualification	Experience

Signature of Authorized Representative of the Firm

Date:

Name

Place:

Designation

Seal/ Stamp of the Firm

Annexure –2

Account Number	34872575724
Name of the Bank	STATE BANK OF INDIA
Account Name	ITDC UNIT AIH&TM
IFS Code	SBIN0001690

Note :

The Agency shall deposit Performance Security (3% of Work order value) in advance as interest free Security deposit. Agency may either deposit full Performance Security in the form of DD / RTGS / NEFT or any other on line mode OR may deposit 50% of Performance Security in the form of DD / RTGS / NEFT/ any other on line mode and remaining 50% by way of Bank Guarantee from a nationalized bank in favour of ITDC-Ashok Institute of Hospitality and Tourism Management, payable at New Delhi with validity of 15 months.

MSME certificate to be submitted, if applicable

MSEs: As per the Govt. Guidelines, the Micro and Small Enterprises will be given due preferences and in case, the MSE's meet the eligibility criteria, then the work distribution will be done accordingly.

Empanelment of agencies under this Tender does not guarantee the work to the empaneled agencies. AIH&TM will only empanel the top ten agencies during the period of empanelment based on merit of the marks matrix and physical inspection. In case of tie between total marks of the agencies, all agencies with same marks will be considered.

AIH&TM reserves the right to allot target under HSRT to the agency/institutes and weightage will be given on the basis of parameters like robust financials, tie up with hotels, date of incorporation, students trained till date, etc.

Latest Guidelines of HSRT scheme are available on the below mentioned link of the official website of MoT which may be referred to: <https://tourism.gov.in/sites/default/files/2020-02/Revised%20Guideline%20of%20the%20Hospitality%20training%20courses%20under%20Hunar%20SE%20Rozgar%20Tak%20amended%20upto%20%2030062019.pdf>

Payment Terms :

After successful completion of the batch, empanelled agency will submit all the documents according to the checklist issued to them by AIH&TM, ITDC for release of payment and AIH&TM, ITDC shall release admissible payment after applicable deductions, if any, on receiving the same from MoT.

AIH&TM, ITDC shall remit the following cost to the Agency, phase wise, after submission of all required documents.

S.No	Name of the Course	Amount per candidate
1.	Multi Cuisine Cook (MCC)	Rs. 19257/-
2.	F&B Service Steward (F&B)	Rs. 9021/-
3.	Room Attendant (RA)	Rs. 9021/-
4.	Front Office Associate (FOA)	Rs. 10467/-

The cost to be paid to agency over & above the mentioned rates is listed below:-

Stipend of Rs. 2000/- per candidate for MCC and Rs. 1500/- each for F&B, FOA, and RA as per HSRT norms.

Third party assessment: - Payment for third party assessment to be drawn from nearest IHM or PMKVY authorized centre (Rs. 600/- per candidate). (Ref: guidelines of MoT)

Uniform: - Amount and agency as per MoT Scheme (Link already given).

The above amount is inclusive of all taxes. The implementing agencies shall be responsible for depositing any kind of taxes (if applicable) for conducting the training programmes under the Hunar Se Rozgar Tak Scheme of Ministry of Tourism.

Non- Compliance of guidelines of the NIT, Work order and MoT during the conduct of the programme will lead to termination of work allotted. The decision of AIH&TM ITDC would be binding on the empanelled agency. The empanelled agency will then have no right to claim compensation whatsoever.

ANNEXURES

NON JUDICIAL PAPER OF Rs. 100.00

Annexure – I

INTEGRITY PACT

(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)

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 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/agreement/ 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 Parties/Contractor(s) will not enter with other parties 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, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the

award of the contract.

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

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

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or terminate the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression and action will be taken as per the procedure prescribed in the "Guidelines on banning of business dealings" of the Principal.

Section 4: Compensation for Damages

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

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to the Earnest Money Deposit / Bid Security Amount of the Bidder/Contractor.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in the "Guidelines on Banning of business dealings" of the Principal.

Section 6: Equal treatment of all Parties/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 agreement with identical conditions as this one with all parties, contractors.

3. The Principal will disqualify from the tender process all parties 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 parties/contractors as confidential. He/she reports to the MD, ITDC.

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

4. The Monitor is under contractual obligation to treat the information and documents of the parties/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 MD (ITDC) 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 MD ITDC within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8. If the Monitor has reported to the MD, ITDC, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD ITDC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

The details of Independent External Monitors appointed by ITDC are as under:

1. Smt. Meenakshi Mishra, IAS (Retd.)
E-mail: pcmishra@hotmail.com

2. Shri M. Akhaya, IPS (Retd.)
E-mail: akhaya61@gmail.com

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 parties 6 months after the contract has been awarded.

2. Any violation of the same would entail disqualification of the parties 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 MD of ITDC.

Section 10 - Other provisions

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

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

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

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

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

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

For the sake of brevity, both the parties agree that this agreement will have precedence over the Tender/Contract documents with regard to any of the provisions covered in this agreement.

(For & on behalf of the AIHTM)

(For & on behalf of the Bidder)

(Office Seal)

(Office Seal)

Place: _____

Date: _____

Witness-1

Signature: _____

Name: _____

Address _____

Witness-2

Signature: _____

Name: _____

Address: _____

ANNEXURE-II

FRAUD PREVENTION POLICY - ITDC

INTRODUCTION

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

Further as per schedule V to SEBI (LODR) Regulations, 2015 relating to Corporate Governance provisions requirement, ITDC has placed a whistle blower policy. This policy envisages the Corporation to put in place a mechanism for employees to report to the Management about unethical behaviour, actual or suspected fraud or violation of conduct rules.

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

OBJECTIVES

The objective of the "Fraud Prevention Policy" is to provide a system for detection, reporting and prevention of fraud, whether committed or suspected. The policy will provide a framework and lay down a procedure for detection, reporting and prevention of fraud or suspected fraud. The policy will ensure that management is aware of its responsibilities for detection and prevention of fraud and for establishing procedures for preventing fraud and / or detecting fraud when it occurs.

SCOPE OF THE POLICY

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

DEFINITION OF FRAUD

“Fraud is a 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 parties.

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 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 Human Resource Development Division of ITDC will be the Nodal Officer.

ANNEXURE – III**UNDERTAKING OF NOT BLACKLISTED**

(To be executed on Non-Judicial Stamp Paper of Rs. 100/- duly notarized by Notary Public)

Date:

To,

Sr. Mgr.-HRD (AIH&TM)

Hotel Samrat, 50-B Kautilya Marg,

Chanakyapuri,

New Delhi 110021.

Tel No. 011-24672346

Dear Sir,

This is to undertake and declare that our Institute/NGO/College/Trust is not blacklisted or debarred by any Ministry / Department / PSU (Public Sector Undertaking) / Govt. Autonomous Body / Authority etc. as on bid calling date for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices and also during last 3 years before participation in the Tender

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

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

Name of Party:

Signature of the party with Seal