

CHAPTER-V
SCOPE OF WORK

1. The purpose of the contract is to establish a state of art conference cum training hall with state of art modern facilities. The conference room shall have facility matching the best in practice whether elaborated or not.
2. The Contractor shall ensure establishing a state of art conference hall with state of art modern facilities and the works shall include the following but not limited to these:

NO.	ITEM	DESCRIPTION	UNIT	QTY
A	ACOUSTIC CEILING			
1.00	Gypsum False Ceiling	Providing and fixing 12mm thk. Moisture Resistance (MR) Boards. Gypsum India board false ceiling at levels as shown in the drg. Rate shall be inclusive of all India Gypsum G.I. perimeter channels of size 0.55 thick having one flange of 20mm and another flange of 30mm and a web of 27mm alongwith perimeter of ceiling, screw fixed to brick wall /partition with the help of nylon sleeves and screws, at 610mm centres. The suspending G.I.intermediate channels of size 45mm, 0.9mm thick with two flanges of 15mm each from the soffit at 1220mm centres with ceiling angle of width 25mm x 10mm x 0.55 thick fixed to soffit with G.I. cleat and steel expansion fastners at every 610mm c/c. Ceiling sections of 0.55mm thickness having knurled web of	Sft	335.00

		<p>51.5mm and two flanges of 26mm each with lips of 10.5mm are then fixed to intermediate channel with the help of connecting clip and in direction perpendicular to the intermediate channel at 457mm centres. 12.5mm tapered edge Gyp board is then screw fixed to ceiling section with 25mm drywall screws driver or drilling machine with suitable attachment.</p>		
2.00	Acoustic Mineral Fibre Ceiling	<p>Providing and fixing mineral fibre board ceiling as per following specifications. Rate to include all fastening accessories with approved finishes. Ceiling tiles shall be Armstrong/AMF/USG make butt edge tiles, of size 600mm x 600mm x 15 mm of approved shade. Tile shall render a NRC level of 0.5-0.6. Suspension system shall be manufacturer specific stitched manufacturer specific exposed grid system with 15mm wide T-section flanges. Installation to comprise of main runners spaced at 1200mm centres securely fixed to the structural soffit by approved hangers at 1200mm maximum centres & not more than 150mm from spliced joints. The last</p>	Sft	198.00

		hanger at the end of each main runner should not be greater than 600mm from the adjacent wall. Flush fitting 1200mm long cross tees to be interlocked between main runners at 600mm centres to form 1200mm x 600mm modules. Cut cross tees longer than 600mm require independent support. 600mm x 600mm modules to be formed by fitting 600mm long flush fitting cross tees centrally between the 1200mm cross tees.		
3.00	P.O.P Punning on walls	Providing & Applying Plaster of Paris Punning up to thickness of 12 mm thk. on walls to proper level & plumb.	Sft	130.00
B	FURNITURE WORKS			
1.00	12mm Marine with Fire Retardant ply and veneer paneling	Providing and fixing 12mm marine with fire retardant ply with 4mm veneer panelling by placing 50mm x 35mm aluminium grid framing including PU polish on it with approved shade as per drawing & details.(Veneer basic rate:-100 sqft.) Material Make list - Timex, Century, Green or equivalent.	Sft	254.00

2.00	12mm Marine with Fire Retardant ply with Acoustic fabric panelling.	Providing and fixing 12mm marine with fire retardant ply with panelling including grid framing of Carnegie make fabric panelling with finer glass as per drawing & design.(Fabric will be Acoustic, Fire Retardant and Water Resistance - Shreeji Inova Wall Covering Pvt. Ltd.) (Fabric basic rate:-300 per sqft)	Sft	237.00
3.00	12mm Marine with Fire Retardant ply with wallpaper	Providing and fixing 12mm marine with fire retardant ply with panelling including Nova wall paper applying on it.(Wall paper will be Acoustic, Fire Retardant and Water Resistance - Shreeji Inova Wall Covering Pvt. Ltd)(Wallpaper basic rate:-200 per sqft)	Sft	372.00
4.00	Low Height Storage upto 2'-0" ht. - Veneer finish	Providing & Fixing of Low height storage made out of 18mm marine with fire retardant ply with 4mm veneer finish with PU polish from outside & inside will 1.00mm laminate finish as per drawing & Detail complete with Kich or equivalent make Hardware.	Sft	29.00
5.00	Sliding White Glass Board	Providing and fixing 12mm marine with fire retardant ply with 5mm white tuff glass as writing board with sliding mechanism.	Sft	56.00

6.00	Wooden door 45mm thk. in Veneer finish (3'-3" X 7'-0")	Providing & fixing 45 mm thk. marine with fire retardant flush door with 4mm veneer finish from both side with PU polish as per approved shade with all necessary hardware fitting. cost include Dorma or equivalent make console door closer, Kich or equivalent make handles and hardware.	Nos	1.00
7.00	Customised detachable Conference Table (5'-0" x 2'-6" x 8 Pic)	Providing & fixing Conference room table with MS chrome plated stand and 50 mm thick table top finish in 4 mm thk. veneer complete with PU polish per drawing & detail, all plywood will be 19mm marine with fire retardant ply - It should make in a way that all 8 pic will join together for making conference table and if required it should detached from each other completely and used as training table with an mechanism which accommodate vertical and horizontal detachability.)	Nos	8.00
C	PAINTING			
1.00	Satin Matt Paint	Providing & applying Satin Matt finish Paint of approved shade and colour of ICI Dulux / Asian Paints or equivalent make in minimum three coat , including preparation of surface, scrapping, sand papering, scaffolding etc complete	Sft	750.00

D	MISCELLANEOUS			
1.00	Debridge Threw Out	Debridge Threw Out of Premises	Nos	1.00
2.00	Roller Blinds	Providing & fixing Zebra blind 2 way (Blackout and Clear) roller blinds as per approved fabric & design. - Vista, Vyoma, or equivalent make.	Sqft	74.00
3.00	Chairs	Supplying conference room chairs as per approved. - Star Decor, Wipro or equivalent. (Basic rate of chair is 8500/-)	Nos	35.00
4.00	Vinyl Flooring	Providing & fixing Plank form 2 mm thk. (6''x36'' plank) Vinyl flooring on existing flooring as per approved. (Spillex, LG or equivalent make - Basic rate of vinyl :-120 per sqft)	Sft	510.00
E	ELECTRICAL/AC WORK			
1.00	Electrical	All electrical work including New Wiring,new LED light fixing,data cabling, switch, telephone & speaker wiring etc. Make- Conducts - Precision, Wire - Polycab, Finolex, Switch - Legrand, Lights - Wipro, Syska,	Sft	510.00
2.00	75" Lcd Tv	Providing & fixing New 75" LCd Tv (As per selection done by client)	Lms	1.00
3.00	IT Work	Tv & Conference It Set Up with all new wiring from chair person place on table to tv.	Lms	1.00

4.00	Ac Work	Modification of old Existing Ducting & fixing new duct as per requirement and new AC grills as per details.	Lms	1.00
F	ARTEFACTS			
1.00	Planters, Photo Frames etc.	Artefacts like Statues, Planters, Photo frames etc. as per Interior Designer selection and approval.	Lms	1.00

Date:

Place:

Read and accepted.
Signature and stamp of
Applicant or Authorized Signatory

CHAPTER-VI
TERMS & CONDITIONS

1. Duties /Liabilities/Responsibilities of the Contractor:

a) Responsibility towards personnel

- i)The contractor shall be responsible for engaging adequate number of trained/semi-trained personnel required for executing the project within the defined service area, at his own cost.
- ii)The contractor shall issue identity cards to all the personnel and their wages must be paid to them on timely basis.
- iii)The transportation, accommodation, food & beverage arrangements for personnel shall be sole responsibility of the contractor. No transportation/accommodation/food & beverage facility shall be provided by the department in its premises or elsewhere.
- iv)The contractor shall alone decide and be responsible for the leave or absence of his personnel and the department shall not in any way be responsible for sanction of leave, etc. to the said personnel. However, such leave/absence of personnel should in no way affect the proper execution of specified work/ services under the contract.
- v)The personnel employed by the contractor shall be directly under the supervision, control and employment of the contractor and they shall have no connection whatsoever with the Income Tax Department, Mumbai. The department shall have no obligation to control/supervise such personnel or to take any action against them except as permissible under the law. Such personnel shall also not have any claim against the department for employment, pension, or any other statutory claim, or regularization of their services by virtue of being employed by the contractor, against any temporary or permanent posts in the Income Tax Department, Mumbai. The Income Tax Department, Mumbai does not recognize any employee - employer relationship with any of the personnel engaged by the contractor.
- vi)The contractor shall provide uniforms, identity cards, hand gloves, shoes, protective gears, head cap, etc. to his personnel. The contractor should provide a minimum of two pairs of uniform to his personnel and ensure that they report for duty in clean uniforms.
- vii)All personnel engaged by the contractor shall be comprehensively insured for accidents and injuries by the contractor at his cost.
- viii)The contractor shall be solely responsible either for any injury, damage, accident to the workman employed by him or for any loss or damage to the equipment/property in the areas of work as a result of negligence/carelessness of his personnel.
- ix)Any liability arising out of any litigation (including those in the consumer courts) due to any act of contractor personnel shall be directly borne by the contractor including all expenses/fines. The contractor personnel shall attend the court, as and when required, in the said matter.

b) Responsibility towards supply/maintenance of chemicals/ materials/ consumables/ equipments/ machines etc.

- i) The contractor shall provide all the machine/ equipment/ tools/ chemicals/ consumables etc. required for proper execution of specified services, at his own cost.
- ii) The contractor shall fully satisfy himself about the quantity and type of material/consumable/equipment to be used for Furnishing & Upgradation of Conference Hall before submitting the application. For the same, the contractor may choose to inspect the site as specified above.

c) Statutory Obligations of the Contractor

- i) The contractor shall fulfill all statutory requirements pertaining to minimum wages and other statutory benefits like ESI, EPF, leave payment, bonus etc., and proper account of payments including minimum wages being made to his personnel.
- ii) The contractor shall be responsible for payment of any compensation under the Employees' Compensation Act, 1923 that may arise and other statutory requirement with respect to personnel engaged by him for execution of the work under contract, at his own cost.
- iii) The contractor shall obtain license under the Contract Labour (Abolition and Regulation) Act 1970 and all other requisite licenses at his own cost from the appropriate authorities and comply with the terms and conditions of the license(s) and all other relevant and necessary provisions of the Contract Labour Act and the Rules framed there under all such other provisions of laws in any enactment or otherwise laid down by an authority from time to time, it being clearly understood and agreed that the entire responsibility for compliance thereof shall always be of the contractor. The contractor shall be fully responsible for any compensation etc. in case of any injury/casualty or mishap to any personnel employed by him at the Income Tax Office premises.
- iv) The contractor shall abide by all laws of the land including labour laws (ESI, PF, Bonus, Income Tax, Service Tax or any other extra taxes levied by the Government), Companies Act, Tax deduction liabilities, welfare measures of its personnel and all other obligation that are not essentially enumerated and defined herein and the department shall not be responsible or be involved in any way what-so-ever. The contractor shall be solely responsible for any failure to fulfill the statutory obligations and shall indemnify the department against all such liabilities, which may likely to arise out of his failure to fulfill such statutory obligations.

d) Safety Regulations: The contractor has to comply with all safety regulations as applicable by the Government of India, State Legislations, Local Body Rules & regulations required for execution of the Furnishing & Upgradation of Conference Hall for health & safety of his personnel etc. The contractor has to indemnify the department for any loss due to the non-compliance to any of the safety regulations.

e) Use of facilities provided by the department:

- i) The contractor shall not make any alterations or additions or use the storage space provided in the premises for any other purposes.
- ii) The department shall provide free water and electricity to operate the cleaning equipments, machine, tools etc. The contractor shall ensure proper and optimal utilization of the facilities like water & electricity to be provided by the department without abuse or excess use and shall follow and obey all instructions as shall or may be given by the authorized person from time to time.
- iii) Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the department's premises. Any breach of such restrictions by the contractor shall attract deterrent action against him as per statutory norms.

f) Other Responsibilities:

- i) The contractor shall perform the work as per the scope of work and with due regard to the convenience of the department. The orders of the authorized person shall be strictly observed.
- ii) In case of any theft, breakage, pilferage of any fixture, fittings, furniture, equipment, appliances etc. (property of the department) shall be immediately brought to the

notice of the authorized person. If, after a departmental enquiry, it is found that the loss has occurred due to the negligence, any act of omission or commission, whether intentional or otherwise, of the Furnishing & Upgradation of Conference Hall personnel on duty, the department shall have full power to recover the loss in full from the contractor and terminate the contract itself with forfeiture of performance guarantee.

- iii). If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the department for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. Any change in the constitution of the appointed contractor shall be notified forthwith by the contractor in writing to the department and such change shall not relieve any former member of the contractor from any liability under the contract.
- iv) The contractor should make himself fully acquainted with all the conditions and circumstances under which the services required under the contract shall have to be performed and the terms, clauses and conditions, specifications and other details of the contract. The contractor shall not plead ignorance on any matter as an excuse for deficiency in service or failure to perform or with a view to asking for increase in contract price or to evade any of its obligations under the contract.
- v) Vendor will have to submit within 2 days of award of work, based on specifications given in tender document, design of the work containing layout, color scheme, furniture type and spacing, electrical and information technology equipments layout which will be approved by the Dept.
- vi) It will be responsibility of the vendor to get necessary permissions from Air India building management and security dept. to carry out work within their permitted framework.
- vii) There will be minimum 3 joint inspections by vendor and committee during the work completion duration, resultant suggestions of which will be binding upon the vendor. Further there will be final demonstration session before handing over the site to the dept.
- viii) Work will have to be completed within 15 days of award of work.
- ix) Vendor will submit all the material and equipment specifications certificates.

g) Supervision

- i) The contractor shall provide adequate supervision to ensure correct performance of the work in accordance with the prevailing assignment instructions agreed upon between the department and the contractor. In order to exercise effective control & supervision over the personnel, the supervisor appointed by the contractor should constantly monitor them.
- ii) The supervisor appointed by the contractor shall report to the authorized person of the department for the purpose of briefing /debriefing. They must carry out checking for proper execution of specified works/services under the contract on regular basis, and as instructed by authorized person of the department.
- iii) The higher management officer from the contractor side should visit the site at least once in a week who has experience in Furnishing & Upgradation of Conference Hall related issues and should monitor/coordinate with authorized person of the department regarding satisfactory performance of specified services, proper deployment of personnel and ensure that consumable items are of proper quality, quantity and in proper condition. The department shall not be liable for any

payments for this arrangement and the cost of such arrangement shall be borne entirely by the contractor.

2. **Tenure of the Contract:** The contract is valid initially for a specified period commencing from date of signing of contract.

3. **Payment Terms / Reimbursement of Certain Expenses Etc.:**

- a) Bill will be submitted by the vender only after obtaining completion certificate from the committee. Name of the work: Furnishing and upgradation of room no 1707 floor no. 17, Air India building as conference Cum Training hall.
- b) No advance payment or part payment shall be released to contractor under any circumstances for whatsoever reasons during the entire currency of the contract.
- c) The prices once accepted by the Income-tax Department shall remain valid till the contract remains in force. The Income-tax Department shall not entertain any increase in the prices during the currency of contract.
- d) If at any time during the period of contract, the scope of work for which this job has been awarded is reduced, the payment value of this job order shall be reduced on pro-rata basis by the department, and the decision of the department shall be binding in the matter.
- e) In the event there is any query, objection, delay or dispute with regard to any bill or a part thereof, the contractor shall not be entitled to any interest to be paid by the department for late payment.
- f) While making payment, the department shall make the following deductions:
 - The income tax deduction at source as per the government regulations,
 - The amount equivalent to any damage/loss etc., done by the personnel employed by the contractor to carry on the job at department's premises,
 - Any other charges, fines, penalties and such other deductions,
 - Any other claims made by the employees of the contractor against the department in its capacity as a principal employer.

4. **Penalty:**

- a) In case the contractor fails to commence/execute the work as stipulated in the agreement or there is a breach of any terms and conditions of the contract the department reserves the right to impose the penalty as detailed below:

Forfeiture of EMD & non-payment of bills raised, in case of incomplete/unsatisfactory work.

- b) The penalty provisions apply to all the work covered in under the contract. The decision of the Income Tax Department in this regard shall be final and binding.

5. **Indemnity:**

- a) The contractor, within 5 working days of the award of the contract, shall indemnify the department against any claim which could arise under the Workmen's Compensation Act, 1953 and/or under any statutory notification thereof or any of the labour laws or otherwise in respect of any damages or compensation in consequence of any accident, injury sustained, to lay off personnel or other persons whose entry into the department's premises has been authorized by him.

- b) The contractor, within 5 working days of the award of the contract, shall further indemnify the department against any loss to the property and assets of the department which have been caused by negligence or unlawful activity of the personnel or other persons whose entry into the department's premises has been authorized by him. Decision of the department as to the cost of damages caused shall be final and shall be recovered from the contractor.
- c) The contractor, within 5 working days of the award of the contract, shall also execute an irrevocable indemnity bond in an appropriate stamp paper, as per **Annexure-B**, in favour of the department that they would indemnify and keep the department indemnified and harmless against any claims, losses, expenses which the department may suffer or incur as a result of breach of contract. The contractor shall further agree that the indemnity herein contained shall remain in full force and effect during the currency of the contract and that it shall continue to be enforceable till all dues under or by virtue of the said contract have been fully paid and all claims are discharged or till the department is satisfied that the terms and conditions of the agreement have been fully and properly carried out by the contractor. The contractor also should undertake not to revoke this indemnity during its currency of contract.
- d) The contractor shall be responsible for the conduct of all the personnel deployed by him and shall be legally liable for any harm or loss arising to any person whomsoever, in whatever form, from any misconduct or any act of negligence, omission or commission, whether intentional or otherwise, of the contractor and/or personnel or other persons whose entry into the department's premises has been authorized by him in the course of providing any services stated in this contract, and shall bear full responsibility and cost of the same. The department shall not be liable for any loss or harm to any person within or outside the department's premises from any act of omission or commission of any of personnel engaged by the contractor or other persons whose entry into the department's premises has been authorized by the contractor in the course of providing any services stated in this contract.
- e) Without prejudice to the preceding term of contract, the contractor shall be liable to reimburse the department of any cost, legal liability, penalty or fine imposed on the Income-tax Department by any authority, because of any misconduct or any act of omission or commission, whether intentional or otherwise, of the contractor or any of personnel engaged by the contractor or other persons whose entry into the department's premises has been authorized by the contractor in the course of providing any services stated in this contract.

6. **Fall Clause:** The rates charged for the contract by the contractor shall in no event exceed the lowest price of identical services being provided by the contractor to any persons/organizations including any department of the Central Govt. or any department of a State Govt. or any statutory undertaking of the Central or State Govt., as the case may be during the currency of the contract except when the increase is due to statutory dues & levies.

7. **Termination of Contract:**

- a) In the event of the appointed, contractor failing to fulfill or committing any breach of any of the terms and conditions of this contract or indulge in omission or commission as detailed in the terms & conditions and scope of work of the tender document, then without prejudice to the department's rights and remedies to which otherwise, the department, shall be entitled, the contract shall be terminated

forthwith; the performance bank guarantee shall be encashed; the contractor shall be blacklisted and the Furnishing & Upgradation of Conference Hall services shall be hired from any third party at the absolute discretion of the department without prejudice to any other action which may be taken by the department. The cost of such hiring together with all incidental charges or expenses may be recoverable from the contractor at the absolute discretion of the department. The omission or commission may include *interalia* the following: -

- i) If the contractor or its employees are found guilty of fraud and/or misrepresentation in respect of the contract or any other contract entered into by the contractor or any of his partners or representatives thereof with the department; or
 - ii) If the contractor becomes insolvent or applies for relief as insolvent debtor or commences any insolvency proceedings or makes any composition with its/their creditors or attempts to do so; or if
 - iii) In case, any documents/declaration furnished by the contractor is found to be false at any stage, it would be deemed to be a breach of terms of contract and thereby, making the contractor liable for legal action, besides termination of contract and/or forfeiture of performance guarantee.
- b) The contractor shall comply with all statutory liabilities and obligations of Central Government, State Government, and Local Bodies Rules & Regulations etc. The department shall not be liable for any contravention/non-compliance on the part of the contractor. Any contravention/ non-compliance on the part of the contractor would be construed as a sufficient ground for termination of the contract at the discretion of the department. Notwithstanding, in the event of the department being imposed with any penalty/ fine etc., by any agency/authority due to the non-compliance/contravention on the part of the contractor to any statutory laws/rules/regulations etc., the department reserves the right to recover such fine/penalty etc., from the contractor.
- c) If the performances of the Furnishing & Upgrading of Conference Hall services provided by the contractor are not found satisfactory, the department shall have power to terminate the contract with one month's notice. Upon such termination, the performance guarantee of the contractor shall be liable to be forfeited.
- d) The contractor shall peacefully vacate the premises immediately after termination of contract.

8. Arbitration:

- a) In the event of any dispute or differences arising as to the execution of the contract or as to the respective rights or liabilities of the parties hereto or interpretation of any of clause thereof on any condition of agreement (except as to any matters the decision of which is specially provided for or the special conditions), the dispute shall be resolved in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the Rules there under and any statutory modifications thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings. The award of the arbitrator shall be final and binding on parties to the agreement.
- b) However, during the period such disputes are settled either by mutual discussions between the parties or by legal means, contractor shall continue to do the work as per terms & conditions of contract.
- c) In case of disputes, arising out of this agreement between the contractor and the department, the Courts in Mumbai shall have the exclusive jurisdiction.

9. **Force Majeure:**

- a) If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event.
- b) Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more; either party may at its option terminate the contract.

10. The department reserves the right to withdraw/ relax any of the terms and conditions mentioned in the tender document so as to overcome any problem encountered at any stage.

11. **Debarment from Tender Process:**

a) **An applicant shall be debarred if he has been found to be involved in any of the fraud & corrupt practices as below:**

- i) The applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the tender process. Notwithstanding anything to the contrary contained herein, the department may reject a application 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 in the tender process.
- ii) Without prejudice to the rights of the department, if an applicant is found by the department to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the tender process, such applicant shall not be eligible to participate in any tender issued by the department during a period of 2 (two) years from the date such applicant is found by the department to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may be.
- iii) During the entire tender process, the currency of contract or after completion/termination of contract, if it comes to the notice of the department that the applicant has engaged himself in any act of fraud and/or corrupt practices, the department after giving a reasonable opportunity of being heard, comes to the conclusion that an applicant or prospective applicant, was indulged himself in such practices, may take appropriate measures as per applicable laws.
- iv) For the purposes of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - I. **“Corrupt practice”** means (I) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the tender process or (II) save and except as permitted, engaging in any manner whatsoever, whether during the

tender process or after the issue of the LOI or after the execution of the agreement, as the case may be, any person in respect of any matter relating to the execution of specified work order or the LOI or the agreement, who at any time has been or is a legal, financial or technical advisor of the authority in relation to any matter concerning the execution of the specified work order;

- II. **"Fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the tender process;
 - III. **"Coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person's participation or action in the tender process;
 - IV. **"Undesirable practice"** means (I) establishing contact with any person connected with or employed or engaged by the authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the tender process; or (II) having a conflict of interest; and
 - V. **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among applicant with the objective of restricting or manipulating a full and fair competition in the Tender Process;
- b) An applicant shall be debarred if he has been convicted of an offence –
 - i) Under the Prevention of Corruption Act, 1988; or
 - ii) The Indian Penal Code or any other law for the time being in force for causing any loss of life or property or causing threat to public health as part of execution of the contract.
 - c) An applicant or any successor of the applicant covered under clause above shall not be eligible to participate in application process of the department for a period not exceeding 3 years commencing from the date of debarment.
 - d) The department may debar an applicant or any of his successors, from participating in any procurement process undertaken by it, for a period not exceeding 2 years, if it determines that the applicant has breached the code of integrity.

12. **Disclaimer:**

- a) All efforts are made to explicitly include all the terms & conditions applicable on the contract, however contractor should agree to provide minor additional services in case found necessary for improvement of the work.
- b) Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the department shall be considered applicable at the time of any dispute/following any statutory rules.
- c) In the event conflicting conditions are found in any of the documents forming part of this tender document/contract/agreement, the Income Tax Department, Mumbai shall clarify the intended condition and same shall prevail.
- d) In case of any conflict between the provisions stipulated in this tender document and the prevailing laws, the provisions contained in the extant law and the original instructions (such as General Financial Rules 2017) shall prevail.

Date:

Place:

Read and accepted.

Signature and stamp of

Applicant or Authorized Signatory