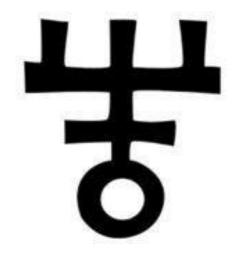# INDIA TRADE PROMOTION ORGANISATION

ITPO/ITSD/ONLINE FS-I/2020   **Date: 05/03/2020**

Tender Document for:

Development and maintenance of web-based software for overseas events` management

India Trade Promotion Organisation
(A Govt. of India Enterprise)
Pragati Maidan
New Delhi – 110001

Tender No. ITPO/ITSD/ONLINE FS-I/2020   **Date: 05/03/2020**

Online bids are invited through two bid system for **"Development and maintenance of web-based software for overseas events` management".** Manual bids shall not be accepted. The details of tender are as under.

S. No.	Work Description	Earnest Money Deposit (EMD)	Tender Fee
1.	**Development and maintenance of web-based software for overseas events` management**.	Rs. 1,00,000/-	Rs. 2,360/- including GST @18%

1. The tender documents are available on our website www.indiatradefair.com (for reference only) **& www.eprocure.gov.in** and same can be downloaded.

2. Tender documents may be downloaded from ITPO"s website www.indiatradefair.com (for reference only) and CPPP site https://eprocure.gov.in/eprocure/app as per the schedule as given in CRITICAL DATE SHEET as under.

INDICATIVE CRITICAL DATE SHEET

Publish Date	05/03/2020
Bid Document Download Start Date	05/03/2020
Bid Submission Start Date	05/03/2020
Bid Submission End Date	20/03/2020 (3.00 p.m.)
Technical Bid Opening Date	23/03/2020 (3.30 (p.m.)
Validity of Bid	180 days from the last date of submission of Bids.

3. Bids shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app. Tenderers/Contractors are advised to follow the instructions provided in the „Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at https://eprocure.gov.in/eprocure/app**'.** Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4. Not more than one tender shall be submitted by one contactor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate

competitors. A breach of this condition will render the tenders of both parities liable to rejection.

5. Tenderer who has downloaded the tender from the **ITPO's web site www.indiatradefair.com** (for reference only) and Central Public Procurement Portal (CPPP) website https://eprocure.gov.in/eprocure/app, **shall not modify the tender form including downloaded price bid template in any manner**. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with ITPO.

6. Intending tenderers are advised to visit again ITPO website **www.indiatradefair.com** and CPPP website https://eprocure.gov.in/eprocure/app at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

EMD Payment & Tender Fee

1. Earnest Money Deposit & Tender Fee is to be deposited through Demand Draft (DD) in favour of "India Trade Promotion Organisation" payable at New Delhi. Bidders are required to submit the instruments of EMD & Tender Fee to Mrs. Anita Chaudhary, Deputy Manager, I.T. Services Division, Ground Floor, Annex Building before bid opening date & time as mentioned in critical date sheet. The tender fee/ cost of tender shall be non refundable.

2. Bids will be opened as per date & time as mentioned in the **Tender Critical Date Sheet.** After online opening and evaluation of technical bids, the results of their qualification as well Price-Bid opening will be intimated later.

Submission of Tender

The **tender shall be submitted online in Two parts", viz., Technical bid and Financial bid.**

All the pages of bid being submitted must be sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

Instructions for Online Bid Submission

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

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

REGISTRATION

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "**Online Bidder Enrolment**" on the CPP Portal which is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective „My Tenders‟ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or „"Other Important Documents‟" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

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

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by before bid opening date/time as mentioned in critical date sheet or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders" dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener"s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

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

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232, 91-7878007972 and 91-7878007973.

1. REQUEST FOR PROPOSAL

i. Objective

This RFP (Request for Proposal) is issued as a request for selection of an agency for **"Development and maintenance of web-based software for overseas events` management"**

The Client – ITPO

India Trade Promotion Organisation (ITPO), a premier trade promotion organization, manages India`s premier trade fair complex, Pragati Maidan in New Delhi. ITPO, the premier trade promotion agency of the Ministry of Commerce & Industry, Govt. of India is committed to showcase excellence achieved by the country in diverse fields especially trade and commerce.

ITPO provides a wide spectrum of services to trade and industry and acts as a catalyst for growth of India's trade. ITPO approves holding of international trade fairs in India and regulates holding of various expositions in India primarily to avoid any duplication of efforts while ensuring proper timing. It manages India's world class exhibition complex which is constantly upgraded to keep it in a high standard of readiness. Spread over 123 acres of prime land in the heart of India's capital, New Delhi, Pragati Maidan offers about 61,290 sq. mtrs. of covered exhibition space in 16 halls, besides 10,000 sq. mtrs. of open display area. The state-of-the-art exhibition halls have enhanced the appeal of Pragati Maidan as the ideal center for an increasing number of fair organizers and business visitors from different parts of the world.

2. DEFINATIONS

"Applicable Law" - means all relevant laws in force and effect as of date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of court, as may be in force and effect during the subsistence of this Tender Document.

"**Bid Document**" - shall mean the document submitted by the bidder, pursuant to understanding and agreeing with the terms and conditions set out in this Tender Document.

"ITPO"- ITPO means India Trade Promotion Organisation.

3. DISCLAIMER

The information contained in this bid document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of ITPO is provided to Investors/Bidder(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided. By acceptance of this tender document, the recipient further agrees that this tender document may not be distributed, reproduced or used for any other purpose than selection of a company for **Development and maintenance of web-based software for overseas events` management.**

The recipient agrees that it will cause its Directors, Partners, officers, employees and representatives and any other parties who provide services to the recipient to use the tender

document for the purposes in the manner stated above. ITPO does not make any representation or warranty expressed or implied, as to the accuracy, authenticity, timeliness and/or completeness of the information contained in this tender document. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender document. The ITPO also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this tender document. ITPO may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender document. The issue of this tender document does not imply that ITPO is bound to select a Bidder and ITPO reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

4. INTERPRETATION

In this Tender Document, unless the context otherwise requires,

(a) For the purpose of this Tender Document, where the context so admits:
  i. The singular shall be deemed to include the plural and vice versa and
  ii. Masculine gender shall be deemed to include the feminine gender and vice-versa.

(b) References to a " *person*" if any shall, where the context so admits, include references to natural persons, partnership firms, companies, bodies, corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency thereof;

(c) References to Clauses, Recitals or Schedules are references to clauses and recitals of and schedules to the Contract and the Tender Document. The Schedules, annexure and addendums shall form an integral part of this Contract.

(d) Any reference herein to a statutory provision shall include such provision, as is in force for the time being and as from time to time, amended or re-enacted in so far as such amendment or re-enactment is capable of applying to any transactions covered by this Contract. Any references to an enactment include references to any subordinate legislation made under that enactment and any amendment to, or replacement of, that enactment or subordinate legislation. Any references to a rule or procedure include references to any amendment or replacement of that rule or procedure.

(e) The headings and sub-headings are inserted for convenience only and shall Document. References to the word "include" and "including" shall be construed without limitation. Any reference today shall mean a reference to a calendar day including Saturday and Sunday.

5. DUE DILIGENCE

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications in this Tender Document. The Bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid not responsive to

the Tender Document in every respect will be at the Bidder's risk and may result in rejection of the bid. ITPO shall at its sole discretion be entitled to determine the adequacy / sufficiency of the information provided by the Bidder.

6. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its bid and ITPO shall in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

7. SCOPE OF WORK

The broad scope of work is given below: -

In order to bring process automation and ease of doing business in organizing its overseas activities, India Trade Promotion Organisation is looking for selection of agency for **Development and maintenance of web-based software for overseas events` management.**

The process automation shall include: -
   a) Creation of list of overseas events being proposed.
   b) Creation of online interactive web based application forms with linkages to layouts and other databases.
   c) Creation of online interactive web based forms for various intermediary processes.
   d) Capturing, tabulating online data from these forms.
   e) Generating reports, monitoring statements, invoices, generation of allotment letters etc.
   f) Generating Nomination orders.
   g) Budget preparation for overseas events.
   h) Generating Budget orders.
   i) Generating remittance orders.
   j) Online submission of landing reports.
   k) E-mail and SMS to potential participants etc.

1. Online Application:-

   a) Web based software for booking of space by participant who wants to participate in overseas exhibition.

   b) The option for booking space online shall be available on home page of ITPO Website.

   c) As soon as the applicant clicks on the button "Application for overseas exhibitions", user will be redirected to the application form. This will be a secured page with provision of login ID and password to be communicated through SMS and email.

   d) Applicant will see Space rents for various exhibitions, List of documents to be uploaded, Terms & Conditions before start applying for space booking.

e) After successful deposit of application form and online payment an acknowledgement shall be issued by the software to the applicant via SMS and email.

f) Verification of the application will be done, which will involve two-step process:-

    1. Verification of payment by Finance Division for which login IDs shall be created in the software. SMS intimation should go the applicant.

    2. Verification of Application by the concerned Officer for which login IDs shall be created in the software.

g) The Manager concerned will have authorization check-point in the software and will confirm "YES" or "NO" in the software by his secured login and password.

h) As soon as the concerned officer verifies the application, the system to automatically generate acknowledgement letter.

    i. A Unique Booking ID will be generated against the application.
    ii. Approval of application will be confirmed to the applicant via e-mail and SMS.

    iii. Performa Invoice and other necessary documents will be e-mailed to the applicant automatically by the system in PDF format.

    iv. Software should have provision for receipt of payments in installments.

i) As soon as the applicant receives approval letter, applicant will make the remaining payment as per the guidelines made by the Fair Officer. Reminders (e-mail and SMS) will be sent to the applicant to make full payment after the approval.

j) After successful deposit of payment an acknowledgement (via SMS and email) shall be issued by the software to the applicant.

k) Finance Division will verify the payment made by the party. This verification will be done in the software itself.

l) A cancellation provision should be there in case the participant wants to cancel the booking.

m) The system should be able to open booking for various fairs as per the dates defined by the fair officer.

n) Automatic generation of allotment letter.

2. Preparation of Exhibition list – At the start every year ITPO proposes list of events to the Management for approval. The proposal is based on certain criteria. The system should be smart enough to generate proposal.

3. MAI/MDA Agendas – Some of the exhibitions are organized with MAI/MDA support by Ministry of Commerce for which ITPO prepares agendas for recommendations to ministry. The system should be smart enough to generate MAI/MDA Agenda.

4. Nomination Orders – After approval of the exhibitions by the management, Nomination Orders are issued for each exhibition where a project officer is assigned. System should be able to generate these orders including revised orders. The database shall host the personal data of employees.

5. Preparation of Fact Sheet – System should be able to prepare fact sheets for various fairs.

6. Preparation of Budget – Budget preparation is part of the exhibition therefore the software shall also have a budget module which shall take input against various heads defined and will generate a consolidated budget in printable format for further internal processing of ITPO. Once the budget is approved by the management the budget orders shall be issued through software which is a predefined format.

7. Generation of remittance orders – Remittance orders are internal documents which are required to process the payment to the exhibition organizers. System should be smart enough to generate remittance orders for payment to Organisers/Venue owners.

8. Visa Recommendation Letter – ITPO issues visa recommendation letter to participants after receipt of full participation fees. System should be smart enough to generate visa recommendation letter.

9. Submission of Landing Report – As per practice all Fair Officers, after the completion of overseas events, submit Landing Report of the fair/exhibition. It is proposed that the Fair Officer should submit the Landing Report online after the completion of the fair.

10. Notifications to participants/Prospective Participants – the software should have provision to send notifications to all the contacts in the database. The notifications could be of different types such as launching of new exhibitions, regarding participation, mobilization etc.

11. Miscellaneous Provisions:

    a) View application form in PDF and word.
    b) Availability of print option for reports.
    c) The work will include generation of all intermediate reports, processing of data from receiving of applications to allotment of space and generation of final report.
    d) There will be different user names and passwords created with different privileges / rights to modify/ validate/ added/ process the data as per specifications to be provided by ITPO.
    e) Applicant can apply for multiple fairs with the same registration by booking different exhibitions, and can view the status of different bookings made by the Applicant.
    f) Alert module (SMS/Email) shall be good enough and time bound at each & every step.

g) There will be query/Chat window at both ends where applicant can enquire and will receive response from the ITPO"s respective Division.

h) Include the option of booking booth space in the – Bare Scheme OR Shell Scheme – wherever the provision exists.

i) Conceptualized the following four separate packages under the shell scheme:-

    i. Engineering goods package
    ii. Food package
    iii. Garments/apparel package
    iv. Miscellaneous package

While most of the display aids and furniture are common in each of the above packages, there are some which are specifically useful for each product type. At the time of space booking, the applicant will be free to select from the available packages. This is most relevant for multiproduct exhibitions, which has varied participation.

j) The online module may also include the option of selection of shipment facility, if the same is being provided by ITPO. Other related information may also be provided regarding shipment facility, including tonnage limit, charges to be payable to the CHA agent, deadline for handing over the cargo to the handling agent, etc.

k) The module must contain information about the official C&D and CHA agencies for a particular exhibition.

l) The system should be able to generate work order and completion certificate to the appointed C&D agency.

m) Applicant should have the facility to see the Hall/ ground layout and choose preferred location while making the online payment.

n) System should have the provision to generate participation certificate to the participants of overseas events after the conclusion of the event.

o) System should have the provision for issuance of approval letter after receiving full payment and booth finalization.

p) The system should have the option to generate prescribed format for Vigilance, revenue, Finance & Accounts Division clearance for the purpose of issuance of mandays orders.

q) System should be able to generate the mandays order as per the nomination order.

r) System should have the provision for capturing documents for airfare reimbursement. The participants should have the option to upload the listed/ requisite documents within 90 days return to India for airfare reimbursement.

s) ITPO approves the rates of optional furniture/display aids required by some exhibitors, in addition to the standard items provided by ITPO in the shell scheme. The rates of the display items may also be provided on the module for the benefit of exhibitors.

t) Finally, some part of the Landing Report filed by the Fair Team may be made accessible to the public/potential participants, such as the business generated during the previous edition of the exhibition, photographs of the previous editions, previous year's participants, etc.

u) Facility to send bulk emails/ SMSes should be available in the system. The cost towards the same i.e. email gateway and SMS gateway will be borne by the vendor and may be included in the bid/ quotation accordingly. No separate payment will be made for this later on.

v) Any minor modification or updation after the software go-live will be considered in the same maintenance scope for which no additional cost will be made by ITPO. These minor amendments will be carried out by the agency within the annual maintenance contract. Major changes, requiring workflow changes/ additional functionality development will be taken as a separate change management exercise.

12. Reports Module

a) Party-wise details (no. of participated events, air fare reimbursement, payment details, passport details of Director, proprietor, partner etc.).

b) Event-wise details (Region-wise & horizontal events & vertical events, no. of regular companies, new companies, name & address , contact details of companies etc.)

c) Generate following report (a) Exhibition vise report, (b) Year vise/ Product vise reports (c) Allotment Letter (d) MAI grant vise (e) payment History (f) Area vise reports (g) Exhibition wise revenue generation and other required reports.

d) System should have the facility to generate customized reports based on the user requirements.

13. Support Services

a) The vendor has to provide offsite support during the maintenance period which shall start after a period of six months from the date of award of the contract, including One Hundred and Twenty (120) days of development phase and sixty (60) days of training & stabilization period.

b) Offsite support shall be provided in the form of telephonic, email support and on-call engineer visit support. Response time for telephonic support should be maximum of four (4) hour and response time in case of email support should be maximum twenty four (24) hours i.e. a maintenance call registered through telephonic support should be resolved within a time frame of 4 hours. Post this period, a call registered through email support should be maximum 24 hours. If an escalation is not resolved within 24 hours, then a maintenance engineer visit for resolution of the escalated matter shall be mandatory. The call in that case should be resolved positively within a period of 48 hours from the time of logging of the call.

c) If an escalated call is not resolved within the aforesaid time frames, penalty to the tune of 0.5% of the total maintenance cost will be chargeable subject to the maximum penalty of 15% of the total AMC cost. In case of penalty going

beyond the above specified limit and in case of any serious default by the agency, ITPO reserves the right to terminate the contract with a notice period of three months.

14. Hosting Services:-

i. Vendor may be required to provide the dedicated/ cloud server space with the latest hardware and software specifications (minimum Tier III level server configuration) so that proposed application may be hosted. The hardware and software provided must be good enough to handle the peak load. Hosting should be in India only. In case ITPO decides to host proposed application on NIC Cloud or on its own server this line item will not be executed

ii. In case ITPO decides to host proposed application on NIC Cloud or on its own servers, then the selected vendor will provide its recommendations to ITPO regarding minimum required specs for optimum functioning of the application for provisioning the necessary hosting and storage hardware and support software. However, managing and handling the allocated server for running application in all respects inter-alia including DBA support on need basis and maintenance & installation of software shall be part of scope of work of the contract at no extra cost to ITPO.

iii. Vendor has to provide other value added services such as Database Hosting, creation and tuning, Backup & Restore Facility, Virus and Spam Removal, System Log Maintenance, Traffic control & Monitoring, Database Management, Visitor Track Management and Analysis. Vendor has to ensure that the data is available at any point of time without any loss and may plan the backup cycle accordingly.

15. General Requirements:-

a) System should provide online password authentication at user level, application level, menu level, operation level.
b) System should support storage of password in the database in encrypted form
c) System should provide granular level of access control to implement segregation of duties.
d) System should support definitions of access rights for online available reports.
e) System should support defining user activity access to be based on the following and not limited to input, Hold, Modify etc.
f) System should have the ability to lock the entry screen after a user specified number of incorrect password.
g) Database should support cluster environment.
h) Database should support automatic storage management.
i) Database should provide best in class fault tolerance performance and scalability with no application changes necessary.
j) Database should allow unstructured data to be stored in the database and should support the querying and compression of the unstructured data.
k) SMS/E-mail alert service can be incorporated with any of the features of the software as per the requirement by ITPO.
l) Bidder should create Application Programming Interface (API) after the development of software so that at a later stage it can be utilized by ITPO for integration with any other application.

m) **Payment Gateway Integration: -** The developer in coordination with ITPO‟s Finance Division shall integrate the application with the ITPO`s authorized payment gateway for collection of amounts from the participants through credit cards, NEFT, RTGS, net banking. The vendor is also required to generate financial reports to reflect the payment received date wise, party wise, event wise or as per the requirements of ITPO. The successful vendor will have to ensure installing all security features and certifications from VeriSign/Entrust, SSL etc., for which no extra payment will be made by ITPO. SSL cost has to be borne by the successful vendor and SSL to have validity for a period of three years from the date of its purchase. The payment report should also reflect unique ID, party name and payment amount.

Note:

1) All other intermediate activities which are required for smooth execution and functioning of the project are treated as part of the scope of work. Use of open source technologies should be made by the vendor as much as possible. Technology may be suggested by the vendor. However, the cost associated with the technology or software (Enterprise Version) shall be borne by the successful bidder only including the cost of Database Software (Enterprise Version) and user licenses, if any. The Database software will be licensed in the name of ITPO and the associated costs may be included by the bidder in the bid price.

2) Date of maintenance of the web portal/software will be considered two months after the date of go-live of the software. These two months shall be considered as training & stabilization period.

8. IMPLENATATION APPROACH

Please note that the requirements stated in `**Scope of work**` are the broad guidelines envisioned by ITPO regarding the software and are to be used as a reference point. It is expected out of the appointed agency that as per the prevalent software development standards:

i. A **System Requirement Study (SRS) document** will be created by the vendor of the ITPO requirements, once the contract is awarded and before the start of the development. The SRS document will be created after detailed discussions with the ITPO`s concerned users. The development phase will begin only after SRS sign-off by the concerned department of ITPO.

ii. It is suggested that an incremental software development approach is adopted by the vendor with provision for intermediary reviews, so that suitable modifications can be done before the completion of the end product.

iii. A detailed test plan should be created to check every aspect of the end product. Website will be accepted and deployed only after a comprehensive user acceptance testing.

iv. The vendor shall get done **Security Audit** of the web-based application by any CERT-IN empanelled agency without any extra cost to ITPO. The security audit clearance certificate for the web application should be submitted to ITPO. The application instance will be made live only after submission of the relevant security audit

certificate by the vendor. Any observations/ suggestions, if any in the audit report should be implemented in the application before making it live.

   v.   TIMELINESS

   a) A time period of 120 days will be given from the date of signing of the contract with ITPO for application development phase including security audit.
   b) A period of 60 days will be earmarked for the training and hand-holding support to the employees to get acquainted with the system.
   c) Annual Maintenance Contract will start after the aforesaid period of 180 days.

9. TRAINING & OTHER DELIVERABLES

The vendor shall provide training on the web-based application developed to the associated personnel and end users of ITPO at ITPO Headquarters, Pragati Maidan, New Delhi - 110001. The proposed number of attendees for the training programme will be around 100. The vendor should conduct the training so as to enable users in understanding the backend and facilitate Q&A sessions for any clarifications. Preferably the training session should be of atleast 10-15 days. Training module shall be designed by the vendor in consultation with ITPO. Desktop/Laptop, Projector arrangement etc. shall be done by the ITPO. However, training material, stationery arrangements including Pens, Notebooks etc. shall have to done by the vendor.

Vendor shall provide the following: -

- Online User Guide (In PDF Format) access able to each employee.
- Online User Guide (In Video Format) access able to each employee.
- Online Context Sensitive help.
- System Requirement Specification (SRS) Manual (Soft Copy as well as Hard Copy).
- System Manual- Architecture, Entity-Relationship diagrams, Source Code [for all customization] (Soft Copy as well as Hard Copy).
- User Manual (Soft Copy as well as Hard Copy).
- Detailed Project Report [System Configuration Documentation, System Administration Manuals] (Soft Copy as well as Hard Copy).
- Security Audit Certificate.
- Source code, system files and database file in executable form.

Note :- The software solution developed will the property of ITPO and all the related source code, system files, database files, any other related items etc. will be handed over by the vendor to ITPO and & when requested.

10. ELIGIBILITY CRITERIA

S. No.	Criteria	Required Documents
1.	The bidder should be a company registered in India under the Indian Companies Act 1956/2013 or a partnership registered under the India Partnership Act 1932 or a society constituted under the Societies Registration Act 1860 with their registered office in India for the last five years as on 31st March, 2019.	• Copy of valid Certificate of Registration attested by Company Secretary/ authorized signatory should be submitted by the bidder. • Copy of PAN Card attested by authorized signatory should be submitted by the bidder.
2.	The bidder should have ISO 27001:2013/9001:2008/2015 certification.	• Copy of valid certificate attested by authorized signatory should be submitted by the bidder.
4.	The bidder should have valid GSTIN.	• Copy of valid Certificate of Registration attested by authorized signatory should be submitted by the bidder.
5.	The bidder should have a technical support office in operation in Delhi/NCR and support centers manned with qualified staff.	• Copy of address proof of office premises in Delhi/NCR attested by authorized signatory should be submitted by the bidder.
6.	The bidder should have valid registration under the EPF & MP Act, 1952 and ESI Act, 1948.	• Copy of valid Certificates of Registration attested by authorized signatory should be submitted by the bidder.
7.	The bidder should not be barred or black-listed by any central/ state govt. departments/ organizations/ PSUs for any reason on the date of bid submission.	• A self-declaration certificate from the authorized signatory should be submitted by the bidder.
8.	The bidder should have a minimum average annual turnover of Rs. 1.5 Crores in the last three financial years i.e. FY 2018-19, FY 2017-18 and FY 2016-17	• Attested audited copies of bidder`s annual reports/ balance sheets for the last three financial years i.e. 2018-19, 2017-18 and 2016-17 alongwith a certificate from a practicing Chartered Accountant on his letter head confirming annual turnovers & average annual turnover should be submitted by the bidder.

9.	The bidder should have the experience of successfully executing similar project(s) of implementation of software solutions in last 5 financial years (i.e. orders executed before 31st March 2014 will not be considered) for any Central/State govt. Department/ PSU/ Autonomous bodies/ reputed private companies. The project value for a single project must not be less than Rs. 25 Lakh or for two similar projects should not be less than Rs. 15 Lakh each or for three similar projects should not be less than Rs. 10 Lakh each. The quoted prior experience work(s) should be fully completed as on the date of submission of bids.	• Copies of (i) Purchase orders alongwith scope of work & deliverables and (ii) Satisfactory work completion certificate(s) issued by the purchaser need to be submitted by the bidder.
10.	Cost of tender document Rs.2,360/- (Rupees Two thousand Three Hundred Sixty Only) including GST @ 18%	• Demand Draft (DD) drawn in favor of "India Trade Promotion Organisation" Payable at New Delhi.
11.	Earnest Money Deposit (EMD) of Rs. 1,00,000/- (One Lakh only)	• Demand Draft (DD) drawn in favor of "India Trade Promotion Organisation" payable at New Delhi.

Note: Bid without valid EMD & Tender Fee will be rejected outright.

The firms registered with National Small Industries Corporation (NSIC)/ Micro, Small and Medium Enterprises (MSME) are exempted from furnishing EMD and Tender Fee provided that such small scale units are registered under single point registration scheme of NSIC / MSME and are valid on the scheduled date of tender opening and the product range mentioned in the certificate is the same or similar to the tender requirement. The NSIC / MSME certificate duly attested by any Notary Public with seal and date shall only be accepted.

8. PROCESSING FEE

i. The processing fee is non-refundable.

ii. The EMD is non-interest bearing.

iii. The successful bidders" EMD will be discharged upon expiry of "Offer Validity Period" or upon receiving of Performance Guarantee. EMD of unsuccessful bidders shall be refunded after finalization of Tender.

iv. The EMD will be forfeited:

· If a bidder withdraws his bid during the period of validity.

· Or in case of a successful bidder, if the bidder fails to sign the contract in accordance with terms and conditions.

9. UNDERTAKING

An undertaking from the Bidder stating the compliance with all the conditions of the Contract and Technical Specifications of the Bidding Document will be required, since no deviation will be acceptable to ITPO.

10. BID PRICES

i)   The price i.e. offer must be made by the intending bidder covering all important points mentioned in the bid format. The financial offer may be submitted keeping in view the terms and conditions of this bid document and site conditions.

ii)   The bidder shall include payment of all dues such as taxes & other statutory dues, not specifically mentioned in the specification but essential for successful completion of work. The bidder shall not be eligible for any extra charges in respect of such payments. Though not mentioned in the bid document extra charges if any shall be paid by the bidder only.

iii)   All liabilities, whatsoever, on account of copy rights or any other reason, if any, shall be borne by the bidder.

11. PERIOD OF VALIDITY OF BID

i)   Validity Period:

Online Bids shall remain valid for 180 days after the date of bid opening prescribed by ITPO; ITPO holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.

ii)   Extension of Period of Validity

In exceptional circumstances, ITPO may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional. A Bidder granting extension of validity will not be permitted to modify his technical or Item Rate BoQ.

iii) Amendment of RFP

At any time prior to the deadline for submission of proposal, ITPO may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document and it will be notified.

12. MODIFIACTIONS/ SUBSTITUTIONS/ WITHDRWAL OF PROPOSALS

i.   The applicant may modify, substitute, or withdraw its proposal after submission prior to proposal due date. No proposal shall be modified, substituted, withdrawn by the applicant after the proposal due date.

ii.   Any alteration / modification in the proposal or additional information or material supplied subsequent to the proposal due date, unless the same has been expressly sought for by the authority, shall be disregarded.

13. COMPLIANCE WITH STATUTORY OBLIGATIONS

i. The bidder shall be responsible for ensuring compliance with provisions of related Labour Laws (Central/State) and specifically factory Act, Minimum Wages Act, Payment of wages Act, PF Act ,ESI Act, Payment of Bonus Act, Contract Labour (R&A) Act, Workmen Compensation Act etc. as applicable from time to time. The bidder shall be solely responsible for any cost and consequences on account of any breach and or non-compliance of any of the provisions of the Labour laws. The service provider shall indemnify ITPO against any claims/costs/damages and Penalties in respect of breach of the any of the provisions of the laws in force.

ii.   It shall be the responsibility of successful bidder to comply with all liabilities arising out of any provisions of Labour Acts/Enactments (including PF/ESI/INSURANCE) hitherto in force or enacted from time to time during the term of the contract. In case of any breach, the successful bidder shall immediately notify ITPO in this regard.

iii. The employees of the Successful bidder shall not be deemed to be employees of ITPO; hence the compliance of the Laws with respect to its/their employee/their welfare will be the sole responsibility of the Successful Bidder. ITPO does not bind itself to provide any Canteen, Medical & Transport facilities inside or outside ITPO.

iv.   The successful bidder will maintain attendance register & wage register of its employees.

v.   The successful bidder shall take out a Workmen Compensation Policy & covering all his employees for the contract period & submit a copy of the same to ITPO.

vi.   The service provider has to ensure that the prescribed minimum wages as applicable from time to time to the respective category of personnel deployed at ITPO (as per central/State Govt.) are paid on or before 7th of the following month.

vii. All records, documents under various statutory provisions including ESI/PF/Disbursement of monthly Wages shall be maintained by the successful bidder and shall be open for inspection by an authorized representative of ITPO/third party authorized by ITPO and Government Agencies.

14. SPECIAL TERMS AND CONDITIONS

a) ITPO shall reserve the right to verify the operation and performance of project by the bidder and the bidder shall permit ITPO to do so. The ITPO will evaluate the information submitted by the bidder with regard to bidder's capacity. The bidder cannot subcontract the work at any stage without prior written approval from the ITPO.

b) The job would be awarded to the L1 bidder, whosoever declared as L1 bidder, as per the criteria defined in the Item Rate BoQ.

c) Rates quoted in the Item Rate BoQ should be valid for the complete contract period as no changes in the price bid would be considered at a later stage.

d) E-tenders with incomplete information are liable for rejection.

e) E-tender not submitted in the format specified as per the tender document will be summarily rejected.

f) E-tenders with incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.

g) The bidder cannot make any amendment in the Technical Bid /Item Rate BoQ; neither can he impose any condition. All such bids will be rejected at the discretion of ITPO.

h) The user department will assign the job order with the time frame for completing the job.

i) The rates quoted in the price bid will be inclusive of all taxes, (except GST), fees, levies, etc and any revision in the statutory taxes, fees, etc will be the responsibility of the Bidder.

j) The agency will submit the invoice supported by complete description of work and rate payable as per job order.

k) Further the invoice should also be supported with detail of documents serial/date wise, with hard/soft copies without duplication containing exact number of pages.

l) The invoice should contain PAN No., VAT/ST No., Job Order no. And address of the bidder when the payment has to be made.

15. CLARIFICATION ON BID DOCUMENTS

The prospective bidders are advised to collect all information regarding functioning of prevailing working procedures and systems of different departments and inter departments which may be necessary for the purpose of bidding and submit a realistic offer for the successful development & implementation of software and other ancillary works at their own cost without any liability on ITPO. Problems if any, arising out of submission of bid without proper assessment of requirement by the bidder shall no way be considered by ITPO.A prospective bidder requiring any clarification on the bid documents may request/forward their clarifications/queries to the Manager, IT Services Division, ITPO, Pragati Maidan, New Delhi-110001 before the date of per-bid meeting. Copies of consolidated queries of bidders and response of ITPO will be issued by ITPO as addendum in the website, only if the clarifications requested for, are considered appropriate by ITPO. All the queries/ clarifications may be forwarded on the e-mail: - anita@itpo.gov.in/ info@itpo.gov.in.

16. ACCEPTANCE & WITHDRAWALS

The right of final acceptance of the tender is entirely vested with ITPO who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. There is no obligation on the part of ITPO to communicate with rejected Bidders. After acceptance of the tender by ITPO, the Bidder shall have no right to withdraw his tender, or claim higher price.

17. ITPO'S DECISION TO BE FINAL

The final decision would be based on the technical capacity and pricing. ITPO does not bind itself in selecting the firm offering lowest prices alone. The tender shall be submitted neatly and all corrections, over -typing shall be attested with seal and full signature. ITPO reserves the right to not to accept lowest price, to reject any or all the tenders without assigning any reason. Tendering/Subsequent award of job shall not in any way entitle the vendor to have any exclusive rights and privileges.

18. AWARD CRITERIA

a) Preliminary Scrutiny: ITPO will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. ITPO may, at its discretion, waive any minor nonconformity or any minor irregularity in an offer. This shall be binding on all Bidders and ITPO reserves the right for such waivers.

b) Financial evaluation of the quote received will done. Non-responsive/Non-complete bids shall be summarily rejected and no communication of the same will be obligatory on the part of ITPO.

19. PERFORMANCE SECURITY

Within 15 days of the signing of the contract with ITPO, the successful Bidder shall furnish the Performance Security for an amount of equivalent to 10% of the total contract value in the form of Demand Draft (DD) drawn in favour of "India Trade Promotion Organisation" payable at New Delhi. Performance security shall be refunded preferably within 90 days after conclusion of the contractual period. Delay in submission of performance security may attract a penalty of Rs. 5,000 for the first week of delay & additional. Rs 5,000 for delay exceeding beyond one week limited to a maximum delay of two weeks. ITPO reserves the right to terminate the contract for a delay beyond 15 days.

20. PAYMENT TERMS & PERIOD OF CONTRACT

a. ITPO shall pay fixed charges, on mutually agreed basis for the contracted services rendered.
b. No Boarding, Lodging, TA, DA or any other expenses shall be paid by ITPO for providing Services.
c. Payments during the application development phase will be made as per the below schedule:

Sr. No.	Activity	Payment (%) to be released
1.	After implementation, commissioning & final acceptance of the application	80% of the application development cost
2.	After successful scheduling of the training programme and completion of the handholding support period of 60 days after completion of the development period of 120 days.	20% of the application development cost

d. ITPO shall deduct any dues, such as TDS etc. while making payments.

e. ANNUAL MAINTENANCE CONTRACT (AMC):-

The maintenance period/ contract shall commence after completion of the cumulative 180 days period including application development period of 120 days and training & handholding support period of 60 days and will be for a period of one (1) year initially and further extendable for two (2) more year at the same rates and same terms & conditions subject to rendering of satisfactory services by the vendor and at the sole discretion of ITPO, New Delhi. Payment for the maintenance period shall be released in equal quarterly installments for a particular annual maintenance contract year after completion of the quarter and submission of proper invoice(s) subject to satisfactory services rendered by the vendor. Relevant penalties, if any, shall be deducted from the payable dues while making the payments.

Note: ITPO will process the payment on receipt of the Bills, Statutory Challans etc. and as per procedure and terms & conditions in vogue.

21. LIQUIDATED DAMAGES

Penalty to the tune of 2% of the total development cost will be levied in case of the development period exceeding a period of one week beyond 120 days of the development period subject to a maximum limit of four (4) weeks of delay alongwith relevant penalty imposition. Post that period, ITPO reserves the right to terminate the contract with immediate notice. Delay beyond four (4) weeks may attract forfeiture of the Performance Security/ Guarantee and termination of the contract, at the discretion of ITPO.

22. TAXES AND DUTIES

The prices (including all taxes, duties, etc excluding GST) quoted in the bid shall hold good and shall be binding on the bidder, not withstanding any increase in the prices of materials and labour or in the freights or levy of other charges whatsoever and the bidder shall not be entitled to claim any increase over the rates quoted by him during the period of currency of the contract except taxes and duties as introduced / modified by Govt. from time to time if any within the period from last date of bid submission to the original completion date of the Contract. Reimbursement of any new tax or variation of existing tax, introduced during last date of bid submission to the original completion date of the Contract shall be paid in actual on submission of documentary

evidence.

23. NOTIFICATION OF AWARD & SIGNING OF CONTRACT WITH PURCHASER

The bidder whose bid has been accepted shall be notified of the award by ITPO, by registered letter, fax or by official mail. The bidder shall acknowledge in writing, the receipt of the Letter of Intent or Notification of award of work and shall send his acceptance to enter into the Contract within three (3) days from the receipt of the Letter of Intent/ Notification of work award. Bidder shall also enter into the agreement with ITPO on non-judicial stamp paper of Rs 100/- within 7 days of acceptance of award of work.

24. EXPENSES FOR THE CONTRACT

All incidental expenses of the execution of the contract/ agreement shall be borne solely by the successful bidder and such amount shall not be refunded to the successful bidder by the ITPO.

25. FAILURE TO ABIDE BY THE CONTRACT

The conditions stipulated in the contract shall be strictly adhered to and violation of any of these conditions shall entail immediate termination of the contract without prejudice to the rights of ITPO.

26. TERMINATION FOR DEFAULT

The company may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the contractor, terminate this contract in whole.

 a) If the contractor fails to deliver any or all of the goods and perform services within the time period(s) specified in the contract, or any extension thereof granted by the company.

b) if the contractor fails to perform any obligation(s) under the contract .

c) if the contractor, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the company.
d)

27. GOVERNING LAW

The laws of Republic of India shall govern the Tender Document and the Contract.

28. INDEMNIFICATION

a) The Bidder/Service Provider shall indemnify ITPO against any claims, damages, loss or penalty including costs thereof in case of liability arising out of any accident/incident involving manpower deployed by him/it.

b) ITPO will not be responsible for any injury sustained by Bidder/ Service Provider's personnel during the performance of its/their duties and also any

damage or compensation due to any dispute between them and it's personnel. Any expenditure incurred by ITPO to handle the situation arising out of the conduct of personnel deployed by the bidder /Service Provider will be made good from Security Deposit/Bills of the bidder /Service Provider.

c) In case of injury or loss of ITPO staff due to any act or deed of successful bidder's employee or due to an accident, the successful bidder shall arrange to pay ITPO employee or his legal heirs as per existing Govt. rules and regulations. The insurance claim settlement shall be the sole responsibility of the successful bidder. The legal costs will also be borne and paid by the successful bidder.

d) The bidder shall also indemnify to ITPO for making good any claim/penalty /loss or damages including costs thereof in respect of any breach or violation of any of the provisions of any law including labour laws governing the employee of the bidder. In case of failure to make good above losses / expenses to ITPO, the same shall be deducted from the monthly bills / security deposited / future payments due to the bidder.

e) The service provider shall indemnify ITPO against third Party claims arising out of equipment malfunctioning/mishandling on the part of personnel provided by the Service Provider. The Service Provider shall also indemnify to reimburse any theft, loss or damage by his personnel to ITPO personnel or property including machinery, equipment or buildings. In case, any such amount is not deposited/paid to ITPO, the same shall be deducted from Security Deposit/Bills/Future payments due to the Service Provider.

29. RESOLUTION OF DISPUTES

The dispute resolution mechanism shall be as follows:

a) All matters of dispute arising out of this shall be governed by Indian law and subject to court jurisdiction in New Delhi.

b) In the event of any question, dispute or difference arising under the agreement in connection therewith (except as to matters, the decision to which is specifically provided under this agreement) the same shall be referred to sole arbitration of the CMD, ITPO (hereinafter referred to as the said officer) and if the CMD, ITPO is unable or unwilling to act as such, than to the sole arbitration of some other person appointed by the CMD, ITPO. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory medication or re- enactment thereof of any rules made thereof.

c) The Arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

d) The venue of the arbitration proceeding shall be the office of ITPO or any other suitable venue decided by the Arbitrator.

e) Upon any and every reference as aforesaid, the assessment of costs and incidental expenses in the proceedings for the award shall be at the discretion of the Arbitrator.

30. AUTHENTICATION OF BID

The original and all copies of the Bid Document shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. A duly stamped Power-of-Attorney accompanying the Bid Document shall support the letter of authorization. The person or persons signing the Bid Document shall initial all pages of the Bid Document, including pages where entries or amendments have been made.

31. VALIDATION OF INTERLINEATIONS IN BID

Any interlineations, erasures, alterations, additions or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature.

32. ANNOUNCEMENT OF BIDS

The Bidder's names, Bid modifications or withdrawals and the presence or absence of requisite bid security and such other details will be announced at the time of opening. No bid shall be rejected at bid opening, except for late bids.

33. BIDS NOT CONSIDERED FOR EVALUATION

Bids those are rejected during the bid evaluation process shall not be considered for further evaluation, irrespective of the circumstances.

34. OPENING OF ITEM RATE BOQ

Item Rate BoQ will be opened and compared at the specified date and time. The name of Bidder, bid prices, total amount of each Bid, etc. shall be announced by the ITPO at the Item Rate BoQ opening. The date, time and venue of opening of Item Rate BoQ will be advised to the technically qualified bidders separately.

35. CLARIFICATION OF BIDS

To assist in the evaluation, comparison and an examination of bids, ITPO may, at its sole discretion, ask the Bidder for a clarification of its bid including breakup of rates. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in the request, ITPO reserves the right to make its own reasonable assumptions at the total risk and cost of the bidder.

36. COMPLETENESS OF BIDS

ITPO will examine the bids to determine whether they are complete, whether they meet all the conditions of the Tender Document and Technical Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bid Documents are substantially responsive to the requirements of the tender

document.

37. RECTIFICATION OF ERRORS

Arithmetical errors will be rectified on the following basis: - If there is a discrepancy between the rates in words and figures, the rate in words will govern. If the bidder does not accept the correction of errors, his bid will be rejected and his EMD may be forfeited.

38. REJECTION OF BID

A bid that does not meet all pre-qualification criteria or is not responsive shall be rejected by ITPO and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation by the bidder.

39. FORCE MAJEURE

The successful bidder shall not be liable for forfeiture of its Performance Security or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purpose of this clause, "Force Majeure" means an event beyond the control of the successful bidder and not involving the successful bidder`s fault or negligence and not foreseeable. Such events may include, but are not limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the successful bidder shall promptly notify ITPO in writing of such conditions and the cause thereof. Unless otherwise directed by ITPO in writing, the successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

India Trade Promotion Organisation
(A Govt. of India Enterprise)

TECHNICAL BID

Tender No ITPO/ITSD/ONLINE FS-I/2020

Sub: Development and maintenance of web-based software for overseas events` management.

Company Details

Name of the Company:_____

Mailing address: _____

        _____

Contact Executive_____

(Name & designation)

Tel:_____Fax:_____Mobile:_____

Email:_____Website:_____

1. **Registration Number of the company**_____

2. **GSTIN**._____PAN No. _____

    TAN No. _____

3. **Details of EMD:**

    Demand Draft No._____Date_____

    Name of the bank_____Amount_____

    Date: _____

4. **Details of Tender Fee**

Demand Draft No._____Date_____

Name of the bank_____Amount _____

Date: _____

Seal of the company:

(Authorized Signatory)

Name and Title:

FORMAT FOR APPLICATION & LETTER OF UNDERTAKING REGARDING ACCEPTANCE OF TERMS & CONDITIONS

Reference Tender No. ITPO/ITSD/ONLINE FS-I/2020

The General Manager (IT)
I.T. Services Division
India Trade Promotion Organisation
Pragati Maidan
New Delhi-110001

Sub: Development and maintenance of web-based software for overseas events` management.

Dear Sir,

　　　　With reference to **Tender No. ITPO/ITSD/ONLINE FS-I/2020 dated_____ 2020**, we hereby submit our bid in the prescribed format as desired by ITPO. We hereby also accept the terms & conditions prescribed in the bid document.

　Thanking you,

<div align="right">

Yours faithfully,

(　　　　　　　)

Authorised Signatory

Name _____

Designation_____
Contact No_____

</div>

FORMAT FOR POWER OF ATTORNEY FOR NOMINATING/ APPOINTING – AUTHORISED SIGNATORY

Know all men by these presents, we,.. (name of Firm and address

of the registered office) do hereby constitute, nominate, appoint and authorize Mr.

/Ms..................................... son/daughter/wife of..and presently

residing .... at .... who is presently employed with us and holding the position

of

.... as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory or Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for Invitation of online bids for **Development and maintenance of web-based software for overseas events` management**, including but not limited to signing and submission of all applications, proposals and other documents and writings, and providing information/ responses to ITPO, representing us in all matters before ITPO, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with ITPO in all matters in connection with or relating to or arising out of our Proposal for the said Tender and/or upon award thereof to us.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Signatory or Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ...THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .... DAY OF ...., 2020

For ....

(Signature, name, designation and address)

Witnesses:

        1.   2.
Notarised

Accepted

....

(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of appropriate denomination and should be registered or duly notarized by a notary public.

Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

FORMAT FOR POWER OF ATTORNEY FOR THE AUTHORISED SIGNATORY

Tender No. ITPO/ITSD/ONLINE FS-I/2020

The General Manager (IT)
I.T. Services Division
India Trade Promotion Organisation
Pragati Maidan
New Delhi-110001

Sub: Development and maintenance of web-based software for overseas events` management.

Dear Sir,

　　　　With reference to tender no. **ITPO/ITSD/ONLINE FS-I/2020 dated＿＿＿＿ 2020,** we hereby, authorize the following person as authorized signatory to carry out necessary bid formalities with ITPO with reference to this tender and authorize to sign the bid documents and contract / agreement with ITPO.

　　　　　　　Name of Person＿＿＿＿＿＿＿＿＿＿＿

　　　　　　　Designation＿＿＿＿＿＿＿＿＿＿＿＿

　　　　　　　Contact No (Mobile)＿＿＿＿＿＿＿＿＿

　Thanking you,

　　　　　　　　　　　　　　　　　　　Yours faithfully,

　　　　　　　　　　　　　　　　　　（　　　　　）

　　　　　　　　　　　　　　　Name＿＿＿＿＿＿＿＿＿＿

　　　　　　　　　　　　　　　Designation＿＿＿＿＿＿＿

　　　　　　　　　　　　　　　Contact No＿＿＿＿＿＿＿

CERTIFICATE IN SUPPORT OF FINANCIAL TURNOVER

Tender No. ITPO/ITSD/ONLINE FS-I/2020

The General Manager (IT)
I.T. Services Division
India Trade Promotion Organisation
Pragati Maidan
New Delhi-110001

**Sub: Development and maintenance of web-based software for overseas events`
management.**

Dear Sir,

In response to the tender ref. no. **ITPO/ITSD/ONLINE FS-I/2020 dated**,
_____**2020,** we hereby declare that the details of total turnover during last three years (in Lakh) as follows:

No.	Financial Year	Turnover (Rs. Lakh)
1	2016-17	
2	2017-18	
3	2018-19	
	Average Annual Turnover	

(   )

Thanking You,

Yours faithfully,

Authorized Signatory
Name of the Chartered Accountant _____
Registration no. with seal_____
Contact no._____

PRICE BID UNDERTAKING

Tender No. ITPO/ITSD/ONLINE FS-I/2020

From: (Full name and address of the bidder)

_____

_____

_____

Dear Sir/Madam,

1. I submit the Price Bid for_____and related

activities as envisaged in the Bid document.

2. I have thoroughly examined and understood all the terms and conditions as contained in the

Bid document, and agree to abide by them.

3. I offer to work at the rates as indicated in the price Bid, inclusive of all applicable taxes

except GST.

Yours faithfully,

(Signature of authorized representative)

UNDERTAKING APROPOS NOT BEING BARRED/BLACK LISTED

The General Manager (IT)
I.T. Services Division
India Trade Promotion Organisation
Pragati Maidan
New Delhi-110001

Ref: Tender No. ITPO/ITSD/ONLINE FS-I/2020

Sub: Development and maintenance of web-based software for overseas events` management.

Dear Sir,

        We hereby undertake that we have not been currently blacklisted by any Central Govt. /State Govt. / Semi Govt. Organization / Autonomous Bodies or PSUs.

Yours faithfully,

(……………………………..)

Authorized Signatory:
Name & Title of
Signatory:
Seal:
Name of Bidder:

UNDERTAKING APROPOS INDEMINFYING ITPO

The General Manager (IT)
I.T. Services Division
India Trade Promotion Organisation
Pragati Maidan
New Delhi-110001

Ref: Tender No. ITPO/ITSD/ONLINE FS-I/2020 dated………2020

Sub: Development and maintenance of web-based software for overseas events` management.

Dear Sir,

      We hereby indemnify ITPO against any loss, damage that it may sustain or any claim made against it or any proceedings that may be taken out against any claims made by our employees for any loss / damage, payment etc during performance of his duty in ITPO.

                                  Yours faithfully,

                        (………………………..)
                       Authorized Signatory:
                         Name & Title of
                            Signatory:
                                Seal:
                       Name of Bidder:

PROFORMA OF AGREEMENT

This Agreement (which shall include it's subsequent Amendment (s), if any), entered on DD/MM/YYYY into by and between M/s ITPO, a Government of India Company registered under the Companies Act, 1956 having its registered office at Pragati Bhawan, Pragati Maidan, New Delhi-110 001 (hereinafter shall be referred to as "the Company", which expression unless repugnant to its meaning or context thereof, shall include its executors, administrators, successors and permitted assignees) as ONE PART

AND,

M/s._____a firm having its office at (hereinafter shall be referred to as "the Contractor/successful bidder", which expression unless repugnant to its meaning or context thereof, shall include its executors, administrators, successors and permitted assignees) as OTHER PART. This shall be effective from the DD/MM/YYYY for 1 year and 6 months i.e. upto DD/MM/YYYY and further extendable upto one more year at the same terms & conditions subject to rendering of satisfactory services and at the sole discretion of ITPO (Bidding document no. **ITPO/ITSD/ONLINE FS-I/2020**). The Contractor, under this Agreement, shall execute the subject job / provide service(s) in a professional manner as per the detailed scope of work as defined in the bidding document and the Company will pay the Successful bidder for execution of the subject job / service(s) provided as per the agreed payment terms and conditions of the bidding/contract document. The Successful bidder shall also be liable for the Defect Liability Period / Warranty Period, if specifically mentioned in the bidding document, for the job executed/ service provided by him/them. All the terms and conditions of the Detailed Letter of Acceptance and its enclosures including bidding document and if Addendum(s) shall be applicable and binding for this Agreement.

In witness whereof the parties have executed this Agreement on DD/MM/YYYY.

Signed and Delivered Signed and Delivered

For and on behalf of

India Trade Promotion Organisation

_____

Name:

Designation:

Date:

Place:

For and on behalf of

Other   part

_____

Name:

Designation:

Date:

Place:

Witness 1:   Witness 2:

India Trade Promotion Organisation   Other Part:

Name: Name:

Designation: Designation:

Date: Date:

Place: Place: