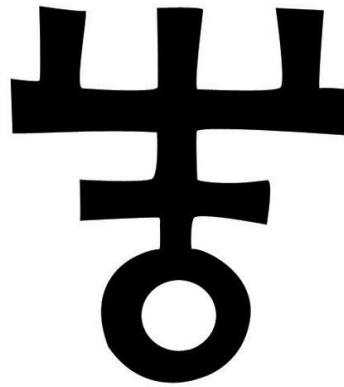


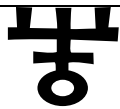
**INDIA TRADE PROMOTION ORGANISATION**

**ITPO/ITSD/Online Ticket Booking/2016**

**Date: 03.08.2016**



**Revised Tender Document for:**  
**Development and Maintenance of**  
**Online Ticket Booking web-based software**



India Trade Promotion Organisation (ITPO)  
(A Government of India Enterprise)  
Pragati Bhawan, Pragati Maidan, New Delhi-110 001

**Tender No. ITPO/ITSD/Online Ticket Booking/2016**

**Date :- 03.08.2016**

**Subject : Development and Maintenance of Online Ticket Booking web-based software**

India Trade Promotion Organization (ITPO) invites online bids on two bid system (technical and commercial) from eligible bidders. Manual bids shall not be accepted.

**Important Information**

Cost of tender document	Rs.525/- including 5% D-VAT through demand/bank draft favouring ITPO.
Earnest Money Deposit	Rs. 30,000/- through demand/bank draft favouring ITPO.
Bid Document Download / Sale Start Date	03.08.2016
Last date for submission	16.08.2016 (3.00 pm)
Opening of Technical bids	16.08.2016 (3.30 pm)

For downloading/details of tender, please visit our website: [www.indiatradefair.com](http://www.indiatradefair.com) or CPPP site <https://eprocure.gov.in/eprocure/app>

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## 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 Online Ticket Booking web-based software.**”

### ii. 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. The major domestic events organised by ITPO are as under:-

1. India International Trade Fair, Delhi
2. Aahar International Food Fair, Delhi
3. India International Leather Fair, Delhi/Bangalore/Chennai
4. India International Leather Fair, Chennai
5. International Leather Goods Fair, Kolkata
6. Delhi Book Fair, Delhi
7. Stationery Fair, Delhi
8. India International Security Fair, Delhi

## 2. DEFINITIONS

“**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 judgements, 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 Organization.

## 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 Online Ticket Booking web-based software.**

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 not affect the construction and interpretation of this Tender 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 THE WORK:

India Trade Promotion Organization is endeavouring to provide the facility of online ticket booking to the potential visitors to Pragati Maidan. The online ticket booking module will help facilitate the users in purchasing of online ticket through ITPO website.

The broad scope of work is given below:

Sr. No.	Description
1	<p><b><u>DEVELOPMENT OF TICKET BOOKING SOFTWARE</u></b></p> <ul style="list-style-type: none"><li>• Web based software will allow booking of tickets of the daily visitor tickets and if required of an ongoing fair of ITPO such as IITF etc.</li><li>• User will have the option to select the type of tickets and number of tickets</li><li>• User will have to make the payment through the payment gateway.</li><li>• E-Ticket will be generated, which user can display at the time of check-in at Pragati Maidan, on any electronic device.</li><li>• An SMS should also be sent on Registered Mobile Number (RMN) of the user which will contain a link to the PDF version of the generated ticket which can be downloaded through the link and could be shown at the entry gates.</li></ul>

- **Bidder has to ensure that the tickets printed through online system should have security checks to ensure no duplication of entry though same tickets.**
- **The developed software will also have functionality to manage business pass information, complimentary tickets, etc.**
- E-ticket will also be emailed to the user
- There should be an option to print the ticket
- Ticket must contain bar code/ QR code which will be scanned at the entrance
- Bar code/ QR code details shall be provided by ITPO
- There should be an option to create various kinds of reports from the admin. Account of the portal. Format of reports shall be finalised in consultation with the selected vendor during the requirement analysis to be done by the vendor.
- The user will browse the ITPO`s corporate website i.e. [www.indiatradefair.com](http://www.indiatradefair.com) and will have the option of booking online tickets therein. The ticket booking software shall be made available to ITPO for onward linking to [www.indiatradefair.com](http://www.indiatradefair.com).
- **The bidder will assist ITPO in obtaining authentication of tickets by the authorised officers of Entertainment Tax Deptt., Govt. Of Delhi. If permission is granted by the Entertainment Tax Deptt., entry permission will be allowed through mobile ticketing using QR code/barcode. Alternatively the entry will be through print tickets.**
- **Online ticketing portal should have functionality to sell tickets on selected days and also the sale of tickets can be stopped in case of over crowd.**
- **The software should have facility that the tickets printed online can be replaced with the printed tickets by the visitors at any counter.**

Vendor has to provide other value added services **at no extra cost to ITPO** such as Sub-Domain Creation/**domain hire**, Database Hosting coordination, creation and tuning, Backup & Restore Facility, Virus and Spam Removal, System Log Maintenance, Traffic control & Monitoring, Database Management, Visitor Track Management and Analysis.



2	<p><u>Hosting Service</u></p> <ul style="list-style-type: none"> <li>• Vendor shall have to provide web portal hosting service. Rate for hosting service has to be quoted in the commercial bid.</li> <li>• Dedicated server space will be provided by vendor with latest hardware and software specifications. Minimum indicative specifications are as follows:</li> </ul> <table border="1" data-bbox="363 562 1412 1518"> <thead> <tr> <th>S.No.</th><th>Description / Specification</th></tr> </thead> <tbody> <tr><td>1</td><td>Dual Octa Core Intel Xeon E5-2630V3 Processor or equivalent/higher processor</td></tr> <tr><td>2</td><td>64 GB DDR 3 RAM</td></tr> <tr><td>3</td><td>2 X 600 GB SAS (10k RPM)</td></tr> <tr><td>4</td><td>Linux / Windows</td></tr> <tr><td>5</td><td>cPanel / Plesk</td></tr> <tr><td>6</td><td>Hardware RAID Configuration</td></tr> <tr><td>7</td><td>Minimum 1500 GB – Monthly Data Transfer</td></tr> <tr><td>8</td><td>2 IP's Dedicated</td></tr> <tr><td>9</td><td>Fully Managed Solution</td></tr> <tr><td>10</td><td>Network Uptime (99.99%)</td></tr> <tr><td>11</td><td>Remote Server Control – KVM Access</td></tr> <tr><td>12</td><td>Proactive Services / Health Monitoring and Alerts</td></tr> <tr><td>13</td><td>24 X 7 Exuberant Support</td></tr> <tr><td>14</td><td>Security Level Tier-3</td></tr> <tr><td>15</td><td>Bandwidth - Unlimited</td></tr> </tbody> </table> <ul style="list-style-type: none"> <li>• The hosting shall be registered in the name of ITPO. <b>The hosting charges will be paid in arrears on production of invoice and uptime report by the bidder.</b></li> <li>• The hardware and software provided must be good enough to handle the peak load during the booking opening days.</li> <li>• A detailed analysis of the peak load during the opening days has to be done by the vendor, and accordingly, suitable hardware will be commissioned by the vendor.</li> </ul>	S.No.	Description / Specification	1	Dual Octa Core Intel Xeon E5-2630V3 Processor or equivalent/higher processor	2	64 GB DDR 3 RAM	3	2 X 600 GB SAS (10k RPM)	4	Linux / Windows	5	cPanel / Plesk	6	Hardware RAID Configuration	7	Minimum 1500 GB – Monthly Data Transfer	8	2 IP's Dedicated	9	Fully Managed Solution	10	Network Uptime (99.99%)	11	Remote Server Control – KVM Access	12	Proactive Services / Health Monitoring and Alerts	13	24 X 7 Exuberant Support	14	Security Level Tier-3	15	Bandwidth - Unlimited
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	<ul style="list-style-type: none"> <li>• <b>ITPO at its own discretions may opt to host the application on NIC server or its own hosting environment. In such a case, this hosting service of the bidder will not be taken.</b></li> <li>• <b>Domain name registration, if required, shall be done by the bidder at their own cost, however this will be in the name of ITPO and will be property of ITPO.</b></li> </ul>
3	<u><b>REPORTS</b></u> <ul style="list-style-type: none"> <li>• Number of tickets sold <b>on real time basis.</b></li> <li>• Money Collected through online mode. <b>The report should be generated in such a manner that the data may be posted to TALLY software of ITPO.</b></li> <li>• Report of bar codes/ QR codes in format such as XML/ Excel/ CSV may be required for access control.</li> <li>• Any other report as per requirement of ITPO.</li> </ul>
4	<u><b>PAYMENT GATEWAY</b></u> <ul style="list-style-type: none"> <li>• <b>The bidders have to ensure that the tickets printed online should match with the collections for online sales. If there is any discrepancy the exception report should be generated through the system.</b></li> <li>• The developer in coordination with ITPO's Finance Division shall integrate the website with the payment gateway for collection of amounts from the participants through Credit Cards, Debit Cards, Net Banking or any other mode suggested by ITPO in due course. 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.</li> <li>• The web-base portal should EV SSL certification security features and any other security feature required for online payments through the payment gateway.</li> <li>• The payment report should also reflect unique ID, party name and payment amount.</li> <li>• Refer Annexure-V for the list of Banks for events.</li> </ul>

5	<p><u>MANPOWER SUPPORT</u></p> <ul style="list-style-type: none"> <li>• Fifteen (15) days before the start of the fair such as IITF, Book Fair etc. Which require online ticket booking, the vendor will schedule one (1) manpower to visit ITPO Headquarters for gathering information.</li> <li>• Should be able to undertake the required modifications and customization in the software.</li> <li>• Manpower will ensure smooth functioning of the ticket booking system till the end of the event.</li> <li>• Manpower will coordinate with ITPO and other agencies for things such as bar code/ QR code generation, ticket format etc.</li> </ul>
6	<p><u>COMMUNICATION MODULE</u></p> <ul style="list-style-type: none"> <li>• For correspondence to all visitors through <ul style="list-style-type: none"> <li>○ Email</li> <li>○ SMS</li> </ul> </li> <li>• <b>The bidder will integrate e-mail and SMS gateway with the developed application. The SMS gateway has to be provided by the bidder at their own cost.</b></li> </ul>
7.	<p><u>INTEGRATION WITH ACCESS CONTROL SYSTEMS (ACS)</u></p> <ul style="list-style-type: none"> <li>• <b>The existing ACS can be verified by bidder by visiting ITPO for feasibility purpose etc.</b></li> <li>• <b>Bidders is require to integrate the developed application with Access Control System(ACS).</b></li> </ul>
8	<p><u>Licenses</u></p> <p><b>All the licenses for development, deployment and operation shall be arranged by the bidder only at their own cost. However, licenses will be in the name of ITPO.</b></p>

Note:

- All the other and intermediate activities which are required for smooth functioning of the project are treated as part of the scope of work. Use of open source technologies must be made by the vendor. In alternate case prior written intimation must be given to ITPO and approval taken accordingly from ITPO.

- Vendor will provide the following documentation and program files related to the software to ITPO:
  - System Design Document
  - User Manuals/Guide
  - Program Files/Source Code
  
- The agency so selected will have to handover the software system to ITPO along with the aforementioned documentation (Latest Updated Versions) and program files/source codes etc., one month before completion of the contractual period. All the documentation, manuals, program files, software, data generated through the system shall be the property of ITPO and the selected vendor will have no rights over the same after expiry of contractual period. Vendor will also have to sign a non-disclosure agreement with ITPO regarding confidentiality of the data so generated through the system as per the format prescribed by ITPO at the time of award of contract.

## 8. IMPLEMENTATION APPROACH

- i. Please note that the requirements stated in scope of work above are the broad guidelines envisioned by ITPO regarding the online ticket booking and online ticketing 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:
  - **A System Requirement Study (SRS) and *detail design 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 and Design document will be created in concurrence with the 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 detail 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. Vendor has to get security audit done from STQC or any other CERT-IN empanelled agency and submit the certificate to ITPO.
- v. There will be a stabilization period of three months after go live of the web –based portal and the annual maintenance contract (AMC) shall start only after conclusion of stabilisation period of three months.

## 9. TIMELINES

- A time period of 30 days will be given from the start of the contract period for completing the project
- A grace period of 15 days may be considered by ITPO in case if the bidder requests due to valid reasons.

## 10. ELIGIBILITY CRITERIA

S. No.	Criteria	Required Documents
1	The bidder should be a Company registered in India under the Companies Act 1956/2013 or a partnership registered under the India Partnership Act 1932 with their registered office in India at least for the last five years.	Certificate of Incorporation and Copy of PAN card Copies of Articles of Association (in case of registered firms), Bye laws and certificate of registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm) should be submitted along with the technical bid. (PAN card is mandatory in all cases)
2	The bidder should be registered under VAT or Service Tax	Copies of VAT/TIN and Service Tax registration certificate (any one)
3	Vendor should have experience in providing end-to-end web based solutions which is involving payment gateway	Please furnish two (2) work orders of the value of Rs. 15 Lakhs (Rupees Fifteen Lakhs) each or more and completion certificates certifying the same, secured by the bidder during the last five years. (i.e. up to January 31, 2016)

<b>4</b>	Vendor should not be black-listed (during the last five years) by any agency in Central / State / PSUs as on the bid submission date	Self declaration by the bidder, signed by the authorized signatory
<b>5</b>	The Vendor must be registered under PF and ESI ACT 1948	Copy of Certificates of both PF and ESI
<b>6</b>	The company should have for last 3 years an average turnover of Rs. 20 Lakhs (Rupees twenty lakhs only)	Audited copy of balance sheet for last three financial years i.e., 2012-13, 2013-14 and 2014-15 are to be provided as supporting document along with certificate from Chartered Account as per Annexure - III.
<b>7</b>	The bidder should have a software development office in operation in Delhi/NCR.	List of officers working in the office and their designation.
<b>8</b>	Bidder should be a certified CMM Level-3 organisation on the date of submission of bids.	Self-certified copy of CMM Level -3 certificate to be submitted .
<b>9</b>	Cost of Tender document Rs.525/- (including 5% DVAT)	Demand draft or Bank Pay Order in favour of “India Trade Promotion Organization”, payable at New Delhi.
<b>10</b>	Earnest Money Deposit (EMD) of Rs. 30,000/- (Rupees thirty thousand only)	Demand draft or Bank Pay Order in favour of “India Trade Promotion Organization”, payable at New Delhi.

## **11. MSME, SC/ST ENTREPRENEUR**

Micro Small Medium Enterprise (MSME) and SC/ST Entrepreneurs are encouraged to apply for the tender. If the bidder is a Micro, Small, Medium Enterprise (MSME) or a SC/ST Entrepreneur, than this should be declared while filling the company details in the online bidding process. Supporting documents should also be submitted along with other documents mentioned in Eligibility Criteria.

## **12. PROCESSING FEE/ TENDER COST and EMD**

- i. The processing fee is non-refundable.
- ii. The EMD is non-interest bearing.
- iii. Processing fee and EMD should be part of Envelope -1.
- iv. 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.
- v. 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.

### **13. TENDER EVALUATION COMMITTEE**

ITPO will constitute the Tender Evaluation Committee. This committee will evaluate the Bid Documents submitted by the Bidders.

- The Tender Evaluation Committee may choose to conduct negotiation or discussion with any or all the Bidders. The decision of the Evaluation Committee in the evaluation of the Technical and Commercial bids shall be final and binding on all the parties.
- Any effort by a Bidder to influence the Tender Evaluation Committee's processing of Bids or award decisions may result in the rejection of the Bid.

### **14. 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 ITP (As per format at annex - I )

### **15. BID PRICES**

- The price i.e. offer must be made by the intending bidder covering all important points mentioned in the bid format enclosed in this bid document. The financial offer may be submitted keeping in view the terms and conditions of this bid document and site conditions.
- 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.
- All liabilities, whatsoever, on account of copy rights or any other reason, if any, shall be borne by the bidder
- If any additional man power is required, rates will be charged on pro-rata basis of the "Cost of additional man power (per person per year)" as quoted in commercial bid.

## **16. PERIOD OF VALIDITY OF BID**

### **i. Validity Period**

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 commercial bid.

### **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.

## **17. MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF PROPOSALS**

- i. The Applicant may modify, substitute, or withdraw its proposal after submission, provided that written notice of the modification, substitution, or withdrawal is the ITPO prior to Proposal Due Date. No Proposal shall be modified, substituted, withdrawn by the Applicant on or after the Proposal Due Date.
- ii. The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- iii. 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.

## **18. COMPLIANCE WITH STATUTORY OBLIGATIONS**

- 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.



- 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.
- 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.
- The successful bidder will maintain attendance register & wage register of its employees.
- 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.
- 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 7<sup>th</sup> of the following month.
- 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.

## **19. SPECIAL TERMS & CONDITIONS**

- 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.
- The job would be awarded to the L1 bidder, whosoever declared as L1 bidder, as per the criteria defined in the commercial bid.
- Rates quoted in the Commercial Bid should be valid for entire contract duration as no changes in the annual rates would be considered at a later stage.
- Tenders with incomplete information are liable for rejection.
- Tenders not submitted in the format specified as per the Tender document will be summarily rejected.
- Tenders with incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.
- The agency will submit the invoice supported by complete description of work and rate payable as per job order.
  - 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.
  - The invoice should contain PAN No., VAT/ST No., Job Order no. And address of the bidder when the payment has to be made.

## **20. 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.

## **21. 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.

## **22. AWARD CRITERIA**

- i. 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.
- ii. 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.

## **23. PERFORMANCE GUARANTEE**

A Performance Guarantee (PG) of 10% of the total tender cost will be deposited by the successful vendor by the way of demand draft favouring ITPO, New Delhi. PG shall be refunded after successful completion of contractual period. The performance guarantee deposited by the bidder shall be forfeited in case the successful bidder fails to perform its obligations under the contract agreement to be signed between ITPO and the successful bidder. The successful bidder shall be notified in writing prior to forfeiture of PG, if such situation arises.

## **24. PAYMENT TERMS**

Payment for development shall be released after successful deployment of the software. Payment for maintenance shall be released quarterly after successful and satisfactory performance. ITPO will process the payment on receipt of the bills, statutory challans etc. and as per procedure and terms & conditions in vogue.

## **25. PERIOD OF THE CONTRACT**

After stabilization period of three months from the date go live of the system, the initial maintenance contract shall be for a period of two years, which can be extended for maximum of further one (1) year upon satisfactory services and at the sole discretion of ITPO.

## **26. INDEMNITY**

The successful bidder shall, subject to the provisions of the Agreement, indemnify ITPO for an amount not exceeding 1 (one) time the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

## **27. NOTIFICATION OF AWARD**

The Bidder whose Bid has been accepted shall be notified of the award by the ITPO, by registered letter, fax or by official mail. The Bidder shall acknowledge in writing, the receipt of the Letter of Acceptance and shall send his acceptance to enter into the Contract within 3 days from the receipt of the Letter of Acceptance. Bidder shall also enter into the agreement with ITPO upon stamp of Rs 100/- within 7 days of acceptance.

## **28. 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.

## **29. 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.

## **30. TERMINATION OF CONTRACT**

Termination for Default, ITPO may, without prejudice, to any other remedy for breach of Contract, by prior written notice of default sent to the Bidder, terminate the Contract in whole without assigning any reason immediately.

## **31. GOVERNING LAW**

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

## **32. INDEMNIFICATION**

- 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.
- 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 its 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.

- 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.
- The bidder shall indemnify ITPO against payment of penalty /third Party claims/damages /loss of property of ITPO, / penalty due to mishandling on the part of personnel provided by the ITPO. In case, any such amount is not deposited / paid to ITPO, the same shall be deducted from his monthly Bills/ Security Deposit / Future payments due to the bidder. In such cases the party shall make the security deposit amount equal to original within 10 days of such deductions / adjustment.
- 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.
- 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.

### **33. RESOLUTION OF DISPUTES**

The dispute resolution mechanism shall be as follows:

- In case of dispute between ITPO and the successful bidder, if not resolved amicably, same shall be referred to adjudication / arbitration in accordance with Indian Arbitration and Conciliation Act 1996.
- If such dispute arises then either party may forthwith give to the notice in writing of such dispute to other party and shall be referred to the adjudication of an arbitrator/ conciliator in accordance with Indian Arbitration and Conciliation Act 1996.
- The CMD of ITPO will be the competent authority to nominate person/ official who will act as arbitrator/ conciliator.
- The decision of the arbitrator/ conciliator shall be final and binding upon both the parties, i.e. ITPO and the successful bidder.
- All unresolved disputed matters will have the jurisdiction of Delhi, so far as legal and court matters are concerned.

### 34. SUBMISSION OF BIDS

- Bid should be submitted only through online mode at CPPP website: <https://eprocure.gov.in/eprocure/app>. Manual bids shall not be accepted.
- Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Bidder for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>'.
- The tender shall be submitted online in Two part, viz., technical bid and price bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.
  - Technical Bid
    - Signed and scanned copies of the documents mentioned in the Eligibility Criteria are to be uploaded on the portal (point-8)
  - Commercial Bid
    - Price bid undertaking (Annexure-IV)
    - Schedule of price bid in the form of BOQ\_XXXX .xls (Annexure-V)
- Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- Not more than one tender shall be submitted by one contractor 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 parties liable to rejection.
- Bidder who has downloaded the tender from the ITPO Website and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/ 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.
- Bidders are advised to visit again ITPO website 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.
- The offers submitted by Telegram/Fax/email shall not be considered . No correspondence will be entertained in this matter.

### **35. 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.

### **36. 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.

### **37. RESPONSIBILITY OF BIDDER**

If the outer envelope is not sealed and marked as required, ITPO will assume no responsibility for the Bid's misplacement or premature opening.

### **38. REJECTION OF BID**

The Bid Document shall be submitted in the form of printed document. Bids submitted by Telex, fax or email would not be entertained. Any condition put forth by the bidder not conforming to the bid requirements shall not be entertained at all and such bid shall be rejected.

### **39. LATE BIDS**

Any bid received by ITPO after the deadline for submission of bids prescribed by ITPO, will be summarily rejected and returned unopened to the Bidder. ITPO shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.

### **40. 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.

### **41. OPENING OF COMMERCIAL BIDS**

Commercial Bids 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 Commercial Bid opening. The ITPO will prepare minutes of the Commercial Bid Opening. The date, time and venue of opening of commercial bid will be advised to the short listed bidders separately.

## **42. 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.

## **43. 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.

## **44. 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.

## **45. 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.

## **46. FORCE MAJEURE:**

The successful bidder shall not be liable for forfeiture of its Performance Bank Guarantee or termination for default, if and to the extent that, its 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.

## **47. PENALTY**

The empanelled vendors shall render the services strictly adhering to the time schedules by ITPO in the Work Order. Any un-excused delay or any other violation by the vendor, in

the performance of its obligations, shall attract Penalty at the rate of 2% of the total value of the work order per week of delay subject to a maximum of 20% of the work order value. Beyond five weeks ITPO will have the option of getting the work done through alternate sources at the cost and risk of the defaulting vendor.

If at any time during performance of the work order, the vendors encounter conditions impeding timely performance of the ordered services, the vendor shall promptly notify ITPO in writing of the fact of the delay, it's likely duration and its cause(s).

Bids may be submitted to:- Manager, Systems Development & Compliance Services Division India Trade Promotion Organisation, Gate No.-3, Pragati Bhawan, Pragati Maidan New Delhi-110001, [Tel:011-23371540/508](tel:011-23371540/508) (Extn.), Fax:011-23371492, E-mail: [ravipareek@itpo.gov.in](mailto:ravipareek@itpo.gov.in)

**General Manager  
I.T. Division**



**Annexure-I**  
**FORMAT FOR APPLICATION & LETTER OF UNDERTAKING REGARDING**  
**ACCEPTANCE OF TERMS & CONDITIONS**

**Tender No. ITPO/ITSD/Online Ticket Booking/2016 .....2016**

To,  
The General Manager  
I.T. Services Division  
India Trade Promotion Organisation  
Pragati Bhawan, Gate No.-3  
Pragati Maidan  
New Delhi-110001

**Sub: Development and Maintenance of Online Ticket Booking web based software**

Dear Sir,

With reference to **Tender No. ITPO/ITSD/Online Ticket Booking /2016 dated \_\_\_\_\_, 2016**, 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,

Yours faithfully,  
( )  
Authorised Signatory

Name \_\_\_\_\_  
Designation\_\_\_\_\_

Contact No\_\_\_\_\_

**Annexure-II**

**FORMAT FOR POWER OF ATTORNEY FOR THE AUTHORISED SIGNATORY**

The General Manager  
I.T. Services Division  
India Trade Promotion Organisation  
Pragati Bhawan, Gate No.3  
Pragati Maidan  
New Delhi-110001

Dear Sir,

**Annexure- III**  
**CERTIFICATE IN SUPPORT OF FINANCIAL TURNOVER**

**Tender No. ITPO/ ITSD/Online Ticket Booking/2016 .....2016**

The General Manager  
I.T. Services Division  
India Trade Promotion Organisation  
Pragati Bhawan, Gate No.3  
Pragati Maidan  
New Delhi-110001

**Sub: Development and Maintenance of Online Ticket Booking web based software**

Dear Sir,

In response to the Tender Ref. No. **ITPO/ITSD/Online Ticket Booking/2016** dated \_\_\_\_\_, **2016**, we hereby declare that the details of total turnover during last three years (in Lakhs) as follows:

No.	Financial Year	Turnover (Rs. lakhs)
1	2012-13	
2	2013-14	
3	2014-15	
	Total turnover	

Thanking You,

Yours faithfully,

( )

Authorised Signatory

Name of the Chartered Accountant \_\_\_\_\_

Registration No. with Seal \_\_\_\_\_

Contact No \_\_\_\_\_

**Annexure- IV**  
**PRICE BID UNDERTAKING**

**Tender No. ITPO/ ITSD /Online Ticket Booking/2016 .....2016**

From: (Full name and address of the Bidder)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To,

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, Annexure IV inclusive of all applicable taxes except Service Tax.

Yours Faithfully,

(Signature of authorized Representative)

## Annexure-V

### Schedule of price bid in the form of BOQ\_XXXX .xls

**Tender No. ITPO/ITSD/Online Ticket Booking/2016 .....2016**

The below mentioned Financial Proposal/Commercial bid format is provided as BoQ\_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ\_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify 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.

Sl. No.	DESCRIPTION	Firm Price( INR) (To be filled in by Bidder)
i.	Development of online ticket booking software	INR in figures.....  INR in Words .....
ii.	Hosting [in India] Services Charges during the development and maintenance period	INR in figures..... INR in Words .....
iii	Maintenance Charges for 2 years	INR in figures..... INR in Words .....

1. The rates shall be quoted in Indian Rupee only.
2. The rates will be inclusive of all taxes (except Service Tax), fees, levies, etc. and any revision in the statutory taxes, fees, etc will be the responsibility of the Bidder. Service Tax as applicable shall be paid extra.
3. In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.
4. The payment will be made to the Consultant at any Bank Account maintained in India by way of ECS/RTGS after deducting the TDS as applicable.
5. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.
6. Lowest bid will be on the composite amount i.e. (i) + (ii) + (iii) above.

Authorized Signatory

(Signature of the Authorized  
Person)

**Annexure-VI**  
**Bank for payment Gateway**

S. No.	Name of the Bank	Address of the Bank	Events / Activity for which bank A/c is to be used
<b>1</b>	<b>Kotak Mahindra Bank</b>	<b>G-F 3A-3J, Ground Floor, Amba Deep, 14 KG Marg, New Delhi- 110001</b>	<b>Online Ticket Sale</b>