INDIA TRADE PROMOTION ORGANISATION
PRAGATI MAIDAN, NEW DELHI-110001
(IT Services Divn.)

Tender Ref. No. ITPO/ITSD/OTB_BVR/2020 Dated: 08/July/2020

INVITATION OF BIDS
FOR

Hiring of an agency, on contractual basis, by open tender (technical and financial bidding), for providing turnkey solutions, for Exhibitions, Conferences, Events etc., by ITPO and 3rd Party Organizers, at *Pragati Maidan* Exhibition Complex, Delhi :

- **i.** On-line sale of entry tickets.
- **ii.** On-line and on-site visitor /attendee registration services.
- **iii.** Control of access to Pragati Maidan via. authentication of, on-line & off-line, tickets and entry passes/badges (incl. complimentary passes, organizer badges/passes, exhibitor badges/passes, service badges/passes etc.) through Barcode/QR code verification at the entry gates to Pragati Maidan.

For above the successful bidder shall be using own manpower, equipment (Laptops, Printers, Hand-held Scanners, Wi-fi connectivity, Stationery etc. and all other things required to successfully executive the event/ exhibition project incl., but not limited to Scope of Work (SoW).

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Note : Off-Line bids shall be summarily rejected without any correspondence.

1. The tender documents are available on our website www.indiatradefair.com (for reference only) **& www.eprocure.gov.in** and same can be downloaded. Tender Fee (TF) and Earnest Money Deposit (EMD) are to be deposited on-line in ITPO`s account as per the Bank details given in Annexure-9, at the end i.e. page 39/39.

2. Tender documents may be downloaded from ITPO's web site www.indiatradefair.com (for reference only) and CPPP site https://eprocure.gov.in/eprocure/app as per the schedule as given below.

INDICATIVE CRITICAL DATE(S)

Tender Publish Date	T i.e. 08.07.2020 (Wednesday)
Bid Document Download Start Date	T i.e. 08.07.2020 (Wednesday)
Pre-bid Meeting Date	T+ 7th day i.e. 14.07.2020 (Tuesday)
Bid Submission Start Date	T+ 8th day i.e. 16.07.2020 (Thursday)
Last date for seeking clarifications	T+ 12th day i.e. 21.07.2020 (Tuesday)
Bid Submission End Date	T+ 21st day i.e. 30.07.2020 (Thursday)
Technical Bid Opening Date	T+22nd day i.e. 31.07.2020 (Friday)

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** 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 1 day prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

7. 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.

8. 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**.**

9. REGISTRATION

a. 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 Enrollment**" on the CPP Portal, which is free of charge.

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

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

d. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class 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.

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

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

10. SEARCHING FOR TENDER DOCUMENTS

a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, 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.

b) 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.

c) 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.

11. PREPARATION OF BIDS

a. Bidder should take in-to account any corrigendum published on the tender document before submitting their bids.

b. 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.

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

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

12. SUBMISSION OF BIDS

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

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

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

d. 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 the last date of bid submission 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.

e. 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 colored (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.

f. 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.

g. 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.

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

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

j. 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.

13. ASSISTANCE TO BIDDERS

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

b. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

1. REQUEST FOR BID

Objective

This tender is issued, inviting bids, for hiring of an agency, on contractual basis, by open tender (technical and financial bidding), for providing turnkey solutions, for Exhibitions, Conferences, Events etc., by ITPO and 3rd Party Organizers, at *Pragati Maidan* Exhibition Complex, Delhi :

i. On-line sale of entry tickets.

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Etc.

For above the successful bidder shall be using own manpower, equipment (Laptops, Printers, Hand-held Scanners, Wi-fi connectivity, Stationery etc. and all other things required to successfully executive the event/ exhibition project incl., but not limited to Scope of Work (SoW).

The agency shall be responsible for fulfilment of all its obligations as regards EPFO, ESIC, Labour Laws etc including all relevant/applicable central, state and local authorities' rules and regulations, in respect of any/all the manpower deployed by it, whether regular, contractual or daily wage basis. Similarly the agency shall be solely responsible for all statutory compliances as regards the hardware & software, deployed by it.

The exhibition/events may ger rescheduled/ postponed or even cancelled due to any reason including in the present uncertainty of COVID (CORONA) global pandemic. Therefore ITPO may re-schedule / cancel any exhibition or fair or event and it shall not be liable for any payment in the case of cancellation/non-happening of any event, informed reasonably in advance.

The Client – ITPO

India Trade Promotion Organisation (ITPO), a Govt. of India Enterprise and a premier trade promotion organization, manages India's premier trade fair complex, Pragati Maidan in New Delhi.

For the objective stated above, General Manager, I.T. Services Division, ITPO invites on-line bids on CPPP portal from eligible bidders.

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 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 appointment of an agency for providing (i) turnkey solution for online sale of entry tickets during Business-to-Consumer events and; (ii) turnkey solution for online and onsite visitor registration services during Business-to-Business events and access control via authentication of online tickets & offline tickets and entry passes/ badges (Complimentary passes, Exhibitor badges/ passes, Service badges/ passes etc.) via Barcode/QR code verification at the entry gates during exhibitions organized by ITPO at Pragati Maidan, New Delhi.

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. 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 (SoW):

This tender is issued, inviting bids, for hiring of an agency, on contractual basis, by open tender (technical and financial bidding), for providing turnkey solutions, for Exhibitions, Conferences, Events etc., by ITPO and 3rd Party Organizers, at *Pragati Maidan* Exhibition Complex, Delhi :

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For above the successful bidder shall be using own manpower, equipment (Laptops, Printers, Hand-held Scanners, Wi-fi connectivity, Stationery etc. and all other things required to successfully executive the event/ exhibition project incl., but not limited to Scope of Work (SoW).

List of events tentatively planned by ITPO for FY 2020-21 for which services may be required:

i. India International Footwear Fair, Delhi (Sept., 2020).
ii. 26th Delhi Book Fair & 22nd Stationery Fair, 6th Office Automation and Corporate Gift Fair, Delhi (September, 2020).
iii. 23rd India International Security Expo, Delhi (October, 2020).
iv. India International Trade Fair (November, 2020).
v. New Delhi World Book Fair, Delhi (January, 2021).
vi. Ajeevika, Delhi (January, 2021).
vii. Nakshatra, Delhi (January, 2021).
viii. Aahar, Delhi (March, 2021).

At present only two (2) entry gates namely Gate no. 1 and Gate no. 10 are operational in ITPO and further two more entry gates may become operational in Pragati Maidan by dates of the Fair Aahar-2021. The agency has to plan and quote rates for providing the required services taking into account above considerations. However, ITPO reserves the right to increase/ decrease the quantity of gates as per internal decision in ITPO for any event.

The agency shall be required to deploy its own manpower such as Overall Event/ project Manager , On-Line and Off-Line Ticket Validation personnel, Gate Manager(s), Lane supervisor(s) with Hand-held scanners/ readers, Queue Managers, Attendant (s) etc., besides own arrangement for water/tea/snacks etc.

For Registration counters manpower shall be required to be deployed namely Registration Counter Manager(s), Queue Manger(s), Attendant(s) with required devices, such as Local Server(s), Desktop(s) / Laptop(s), Printer(s) for normal printing, printer(s) for badge/ badge-label printing (if required), all connecting cable(s), Stationery including printing paper, pens, staplers and their pins etc, besides own arrangement for water/tea/snacks etc..

The operational manpower must be equipped with Wireless Walkie-Talkies sets including their chargers, which shall also be required for the supervising ITPO Officials (5 to 10), depending on the scale of the event.

Floor marking tapes will be decided by ITPO in consultation with the vendor. *All the above indicated items and manpower is to be arranged by the vendor during each event*. ITPO shall reserve the right to finalize quantity of the above items/ manpower as per requirements of the event and the vendor shall be bound to comply with the same. Non-compliance may result in forfeiture of the performance guarantee and blacklisting of the company for duration as deemed fit by ITPO & as per rules in vogue.

Rates for providing similar set of services to any third party exhibition being organized in Pragati Maidan, as per above deliverables mentioned in the tender are also to be quoted in the Item-rate BoQ. The third party organizers may, if needed by it, utilize the said services through ITPO. The procedure being followed for ITPO`s events as per scope of the tender and the other contract clauses shall also be applicable in case of providing the services to

third party organizers. ITPO will pay to the vendor as per agreed rates for services provided under this contract agreement and the vendor will provide services as per agreed deliverables during the event. Non-compliance may result in forfeiture of the performance guarantee and blacklisting of the company for duration as deemed fit by ITPO & as per rules in vogue.

The 'Scope of Work` shall include following :

(a) Development/ Customization of a web-based application and a Mobile App (both on iOS and Android platforms) for online ticket booking/ attendee registration.

i. The agency which is awarded the work related to providing turnkey solution for online sale of entry tickets/ business visitor`s registration with access control through authentication of online tickets, offline tickets and entry passes/ badges (Complementary Passes, Exhibitor Badges/ Passes, Service Badges/ Passes etc.) via Barcode/QR Code verification at the entry gates during ITPO`s events need to develop or make operational a dedicated web-based application instance/ branded registration/ ticket booking page for ITPO for booking of entry tickets/ visitors` registration. The ticket booking/ attendee registration will be done through both Web-based application and Mobile Apps (both on Android and iOS platform). ***The web-based application/ Mobile App should have the provision for communication with the prospective attendees through custom push notifications and provision to send complimentary invitations to the special invitees. The web-based application/ Mobile App should also have the provision for targeted email campaigns including rich HTML responsive emails, smart triggers to send automated emails in scheduled sequences to the registering prospective attendees and measure campaign performance on real-time basis.***

ii. The web-based portal as well as the Mobile Apps should have the facility to generate QR code containing entry ticket/ entry badge in electronic format. QR code generation facility should be available in all plausible required modes viz. email/ in-app/ printed badge. The web-based portal should also have the facility to allow download (in .pdf format) & printing of the ticket/ entry badge. Mobile App should generate a Mobile-ticket (M-ticket)/ M-badge which will be sent to the visitors on their Smartphone / Tablet on successful purchase of the entry ticket(s)/ registration. Registration/ ticket booking confirmation will be sent to the prospective attendee through email, WhatsApp and SMS (The cost of email gateway/ SMS gateway, WhatsApp set-up, if any will be borne by the vendor).

iii. Separate M-ticket/ entry badge in pdf format/ any other suitable format may be generated enabling each booked ticket/ registration badge to be carried along by the visitor individually thereby avoiding any confusion/ conflict during the entry process

iv. The selected agency would provide a back-end dashboard access to ITPO for real-time analytics of the ticket sale/ registration status, Attendee/ Visitor Check-in Trend analytics etc.

Venue Reece & Gate Entry Management

i. The complete manpower set-up, entry/ exit set-up, on-ground requirements planning is to be done in advance in consultation with ITPO based on practical and experienced approach as a part of the turnkey solution implementation.

ii. The selected agency would provide adequate manpower for managing the crowd and specific lanes at all the entry gates at the venue. Set up of adequate handheld latest technology equipped handheld Barcode/ QR Code scanners/PDA with real time connectivity to Application/ Database servers to validate the physical ticket/M-ticket/ M-badge/ physical badge need to be ensured for each event. The agency needs to scan each & every (Online/ Offline Entry Tickets/ Complimentary Passes/ All kinds of Badges) before entry in Pragati Maidan. The minimum number of manpower to be deployed during the fair shall be depending upon the quantity of lanes finalized during the pre-event meeting held with ITPO. One (1) Gate Manager for each entry gate need to be deployed additionally. These Gate Managers will report to an Operations Manager to be deployed for the entire venue for any event. The Operations Manager shall report to designated ITPO official(s) on real-time basis based on the requirement and submit a report daily to ITPO management as per format suggested. Each person deployed on-site will carry Walkie Talkie for local communication and additional sets shall also be provided to ITPO Officials which will form part of the Operations Team.

iii. Manpower will wear suitable uniform (Decided in consultation with ITPO) and should have good communication skills in English & Hindi.

iv. It is clarified that all the above items and manpower deployment is purely on temporary basis for the purpose of exhibitions' duration only and on hire basis. Through this tender, ITPO does not intend to procure any hardware item or any software item or any uniforms. It is also informed that the security & safety of the items and personnel is primarily with the bidder however, ITPO will provide general security.

(b) Checking and Validation of entry tickets/ badges:

i. The selected agency will ensure through a proper algorithm developed within their system that entry with only valid tickets/ badges is allowed into Pragati Maidan. Most of the tickets/ badges will have single entry option only while some tickets/ badges may be required to allow multiple entries. The database of the application/ system will be populated accordingly with the barcode/ QR Code categories.

ii. The bidder will also keep provision to scan the badges of exhibitors at the time of exit till one hour before closing of the exhibition or as desired by ITPO. When exhibitor takes exit his/her barcode should be available for scanning again at entry point. If there is no exit available, badge with that barcode should not be allowed for entry in Pragati Maidan. Scanning shall also be permissible from printed tickets on A4 size sheets.

(c) Internet Facility

The Wi-Fi/ Internet/ Leased Line facility etc., required for functioning of the PCs

on Web based software and Bar code/QR code Scanners/ Readers and / or Personal Digital Assistant(PDA; Electronic hand-held information device) etc. and their connectivity to the database servers/ local servers etc. are to be arranged by the vendor. ITPO has an empaneled agency for providing these services. The selected agency may avail the services from that agency on payment basis. ITPO will not make any internet services arrangements or pay additional amount for such services.

(d) Provision of Bar Codes

The selected agency would provide unique Barcode/ QR code series to the on-line booked tickets/ registration confirmations in consultation with ITPO. Barcode series for the offline tickets, Complementary Passes and all kinds of badges will be provided by the agency to ITPO for printing on the offline tickets, passes, badges etc., if required. ITPO may at its discretion give work of print and sale of offline tickets i.e. printed tickets to the selected agency. Final online ticket/ M-ticket to be generated will be approved by ITPO. The design of online ticket should preferably be same as offline tickets. The social welfare advertisements printed on offline tickets may also be reflected for the On-line tickets/ M-tickets/ registration badges etc., if required. Design and Development part of the on-line tickets/ M-tickets/M-badges has to be looked after by the selected agency.

(e) Payment Collection, Payment Gateway, Bank Charges, Convenience Fee/ Internet Handling charges etc.

i. ITPO"s bank account and/or payment gateway will be used by the selected agency and entire receipts towards sale of on-line tickets/ business visitors registrations will go directly in the ITPO`s designated bank account. In case ITPO`s payment gateway is used, the banking/ transaction charges, if any applicable will be collected by the payment aggregator and treated as required.

ii. The contractor will not be allowed to collect any Convenience Fee/ Internet Handling Charges over & above the cost of tickets/ registration fees. Only banking/ transaction charges from the person booking the tickets could be charged as per the applicable Government/ RBI guidelines and as finalized in consultation with ITPO.

iii. Actual happening of the event/exhibition may be uncertain in the present COVID-19 pandemic situation. Therefore ITPO may re-schedule / cancel any exhibition or fair or event and it shall not be liable for any payment in the case of cancellation/non-happening of any event, informed reasonably in advance.

(f) Miscellaneous

i. All the data collected through the business visitors' registration process/ online entry ticket purchase will be the property of ITPO. The contractor shall have no usage rights over the data so collected Under no circumstances data collected during the fair will be shared with anyone. The selected agency shall have to sign a Non-disclosure Agreement with ITPO in this regard as per the format prescribed by ITPO. The contractor has to create a DR site at ITPO`s designated Data Center where all the data collected during the ticket booking/ visitor registration process shall be stored in readily retrievable format. The hardware required for creating the Disaster Recovery (DR) site shall be provided by ITPO.

However, it set-up, commissioning, application installation etc., shall be the responsibility of the contractor. A post-event report within a period of three (3) working days after completion of the events including all statistics related to ticket sale/ registrations etc. need to be submitted by the contractor. A Business Intelligence (BI) tool integrated with the web-based application and the Mobile App database server need to be deployed by the contractor. All the data collected should integrate into real-time reporting tools and allow ITPO to gain complete audience insight and full control in the event operational flow.

ii. All the setup should be ready before three (3) days from the commencement of the event. A live demo on the Turnkey Solution inclusive of all aspects need to be given by the selected agency before ITPO`s management at least before three (3) days of commencement of the fair/ or as per requirement during any particular event (to be communicated by ITPO). Failure to do so shall make the agency liable for termination of the contract with the agency at the sole discretion of ITPO. It should be the responsibility of the selected agency to host and make the web-based application/ Mobile App (both on iOS and Android platforms) up & running before 10-15 days of commencement of the application or as decided by ITPO. The infrastructure deployed for hosting the web-based portal and Mobile App should be scalable enough to handle peak loads during currency of the vent.

iii. Alternate arrangement of Public Address (PA) system for crowd management at the gates is to be made by the agency.

iv. One lane is to be kept reserved for ITPO employees

v. As fixed barricading is provided by ITPO, arrangements for portable barricading such as queue managers for controlling and diverting crowd is to be done by the agency.

vi. The exact footfall of visitors inside Pragati Maidan should be made available in real time with the agency for sharing with ITPO authorities. Data should also be compiled on number or entries and exits for a particular duration for sharing with ITPO authorities as and when required.

vii. Agency will be responsible for warehousing and safekeeping of their articles. ITPO may provide space for keeping the equipment etc., subject to availability. However, ITPO shall have no obligation towards warehousing and safekeeping of agency's articles. Equipment etc.

viii. Facility for printing of soft copy of passes for exhibitors/ VIPs etc as and when required should be made available at the reception/ registration counters by the vendor.

ix. Fabrication of, registration counters/ physical ticket distribution, counters will be done by ITPO. Power supply provision and its cost will be borne by ITPO for the entire operations set-up.

x. It may be planned to generate exhibitor badges/ any other badges through the online space booking application of ITPO. In that case there has to be API based integration between the online space booking application of ITPO and the registration/ ticket booking portal for sharing QR code/ barcode

related exhibitor badges data to allow validation at the entry gates.

xi. **Work Award Criteria: -** Technical proposals will be examined as per the evaluation process detailed below. Financial bids of only those bidders who qualify minimum eligibility criteria as outlined in clause no. **8 "Eligibility Criteria"** and secure a minimum of **Sixty Five (65) marks** as per evaluation process given below will be considered for opening of the financial bids.

S. No.	Criteria	Basis for evaluation	Allotted Marks	Maximum Marks	Supporting Documents
1.	**Average Annual Turnover of bidder in last three (3) financial years**	Between Rs. 50 Lakh – Rs. 75 Lakh.	**10**	**20**	Audited copies of bidder`s annual reports for the years i.e. 2018-19, 2017-18 and 2016-17 (Financial years) along with a certificate from a practicing Chartered Accountant on his letter head confirming average annual turnover during these financial years.
		Between Rs. 75 Lakh – Rs. 100 Lakh	**15**		
		More than Rs. 100 Lakh	**20**		
2.	**Relevant Strengths/ Prior Work Experience**	For 3 projects of similar nature	**10**	**20**	Copies of the purchase order(s) and work completing certificate(s) issued by the purchaser.
		For 4-6 projects of similar nature	**15**		
		Greater than 6 projects of similar nature	**25**		
3.	**Technical Presentation and Live Demonstration**			**60**	------N.A.-----
	Approach and Methodology with Presentation	Proposed solution and its components	**2**		
		Understanding of challenges likely to be encountered and its proposed Mitigation Plan	**2**		

S. No.	Criteria	Basis for evaluation	Allotted Marks	Maximum Marks	Supporting Documents
		Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of ITPO	**3**	**7**	Presentation
	Live Demonstration	Single entry on a specific day with server updation	**2**	**8**	Live Demonstration
		Single entry on any day with server updation	**2**		
		Multiple entries on multiple days with server updation	**2**		
		Multiple entries on a specific day with server updation	**2**		
	Ticket/Badges/Passes scan & their server updation per minute.	Scan 7-10 tickets/ badges/ passes per minute	**4**	**10**	To be demonstrated by creating a local server on-site.
		Scan11-15 tickets/ badges/ passes per minute	**6**		
		Scan 16-20 tickets/ badges/ passes per minute	**8**		
		Scan more than 20 tickets/ badges/ passes per minute	**10**		
	Miscellaneous	Ticket booking/ registration confirmation through SMS and Email with QR-code based e-Ticket/ e-Badge.	**7**		
		Ticket booking/ registration confirmation through WhatsApp with QR-code based e-Ticket/ e-Badge.	**7**		

S. No.	Criteria	Basis for evaluation	Allotted Marks	Maximum Marks	Supporting Documents
		Provision of a back-office dashboard with access to the real-time ticket sales figures, registration count, Gate entries on real-time basis, other statistics etc.	**7**	**35**	
		Provision for sending complimentary/ free invites to special guests through web-based application and/or Mobile App	**7**		
		Provision for sending rich HTML responsive emails and smart triggers to send automated scheduled marketing emails.	**7**		

Contract will be awarded to the lowest (L1) bidder amongst the bidders whose financial bids are opened.

8. ELIGIBILITY CRITERIA:-

S. NO.	CRITERION	SUPPORTING DOCUMENT
1)	The bidder should be a company registered in India under the Indian Companies Act 1956/2013 Companies (Amendment) Act, 2017 or a proprietorship firm 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, 2020.	• Copy of valid Certificate of registration attested by Company Secretary/ authorized signatory of the bidder.
2)	The bidder must have an average annual turnover of minimum Rs. 50 Lakh in the last three financial years i.e. FY 2018-19, 2017-18 and 2016-17.	• Duly signed & stamped copies of balance sheets and a Certificate from a Chartered Accountant for the preceding three (3) financial years are to be provided as supporting documents.

S. NO.	CRITERION	SUPPORTING DOCUMENT
3)	The bidder must have an operational office in Delhi/ NCR with the presence of technical team.	• Relevant supporting document(s) such as electricity bill, leased rent agreement copy, Landline phone bill etc. are to be submitted with the technical bid.
4)	The bidder should have an experience of providing similar solutions including facility of online ticket booking and/ or visitor registration services alongwith access control at the entry gates with real time authentication & verification of tickets (online & offline tickets), badges etc. in atleast three (3) Events/ Exhibitions/ IPL matches/ International or National level Cricket Matches/ Football Matches/ any other big events/ exhibitions/ sports events etc. in last five years ending 31/03/2020.	• Copies of purchase order(s). • Work completion certificate(s). ***Note: - Only relevant work orders along with work completion certificates be given subject to a maximum limit of five (5). Non-compliance may result in rejection of the bid.***
5)	The company should have valid GSTIN registration and PAN card.	• Copy of GST registration certificate and PAN card of the company.
6)	The bidder must be registered with The Employees` Provident Fund & Miscellaneous Provision Act, 1952 and Employees` State Insurance Act, 1948.	• Copy of the registration certificates to be submitted as supporting documents.
7)	The company should not be black listed by any Govt. /semi Govt. organization or PSU	• An undertaking to this effect has to be submitted alongwith the technical bid.
8)	The bidder must deposit Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One Lakh Only) on-line through NEFT/RTGS in favour of "India Trade Promotion Organisation" payable at New Delhi (ITPO A/c & Bank details given at Annexure-9, last page)	• Through NEFT/RTGS. ITPO A/c & Bank details given at Annexure-9, last page)
9)	Non-refundable tender fee of Rs. 2360/- (Rupees Two Thousand Three Hundred and Sixty Only, including 18% GST) on-line through NEFT/RTGS in favour of "India Trade Promotion Organisation" payable at New Delhi (ITPO A/c & Bank details given at Annexure-9, last page) .	• Through NEFT/RTGS. ITPO A/c & Bank details given at Annexure-9, last page)

Note:

Bids without valid EMD/ Tender fee will be rejected straightway. Those MSME firms are exempted from furnishing bid guarantee/ EMD and tender fee which are registered under single point registration scheme of NSIC or M/o MSME and their registration is 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 certificate of registration under single point registration scheme of NSIC duly attested by any Notary Public with seal and date shall only be accepted for considering these exemptions.

9. PROCESSING FEE

i. The tender 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 the tender.

iv. The EMD will be forfeited:

a) If a bidder withdraws his bid during the period of validity.
b) Or in case of a successful bidder, if the bidder fails to sign the contract in accordance with terms and conditions.

10. TENDER EVALUATION COMMITTEE

ITPO will constitute the Tender Evaluation Committee (TEC). This committee will evaluate the online bid documents submitted by the bidders.

i. The Tender Evaluation Committee may choose to conduct negotiation or discussion and may ask for written clarification 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.

ii. 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 (s).

11. 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.

12. BID PRICES

i. The price i.e. offer must be made by the intending bidder covering all important points mentioned in this bid document. 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.

13. PERIOD OF VALIDITY OF BID

i. **Validity Period:-** Bids shall remain valid for 180 (One Hundred and Eighty) 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 to Tender :** At any time prior to the deadline for submission of bid, ITPO may, for any reason, whether at its own initiative or in response to clarifications requested by an applicant, modify the tender document by the issuance of Addendum/ Corrigendum by posting it on the official website of ITPO and CPP portal.

14. 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 received by the ITPO prior to proposal due date. No proposal shall be modified, substituted, or withdrawn by the applicant on or 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 ITPO, shall be disregarded.

15. GENERAL TERMS & CONDITIONS

i. 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.

ii. The tenders submitted without Tender Fee and EMD in the prescribed format/ instrument will be summarily rejected. Exemption from submission of tender fee and EMD will be considered for NSIC/ MSME registered bidders.

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

iv. No extra payment shall be made by ITPO on any account including for visits to office of ITPO, Pragati Maidan, New Delhi. The vendor shall not have any rights to make any claims in this regard anytime during the contractual period of five years.

v. The Contractor shall give a demonstration of the complete solution preparedness to ITPO, be it ticketed event or involving visitor`s registration, atleast three (3) days prior to commencement of the event. Failure to do so shall attract a penalty to the tune of the 10% of the total work order value.

vi. ITPO shall have full right for rejecting any or all tenders without specifying any reason(s) thereof. There shall be no obligation on the part of ITPO to inform the unsuccessful bidders of the outcome of the tender process and reasons for rejection of tender.

vii. There shall be no negligence during the contractual period while performing the awarded job. Depending upon the severity of negligence (If any), ITPO reserves the right to blacklist the agency for a suitable period or from further participation in any of the jobs to be done for ITPO, Pragati Maidan, New Delhi. The decision of ITPO shall be final and binding on the successful bidder/ contractor.

viii. ITPO reserves the right to review the performance whenever so desires, and also to terminate the Work Order/Contract Agreement at any point of time during the contractual period in case the performance and the service rendered by the contractor is found to be unsatisfactory after serving three (3) written notices to the contractor with a notice period of three (3) months in normal course of action. In other situations, relevant provisions of the Contract/ Tender Document shall prevail.

ix. ITPO at its discretion, reserves the right to vary, amend or alter any terms and conditions of the tender document with mutual consent at the time of placement of work order/ signing of the Contract Agreement.

x. The Contractor shall keep India Trade Promotion Organisation (ITPO) indemnified 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 its employees for any loss / damage, payment etc during performance of his duty in ITPO. An undertaking to this effect has to be submitted by the contractor.

xi. The rates quoted by the bidder in the Item ate BOQ and subsequently agreed to between ITPO and the contractor in the contract agreement shall be fixed for the entire contractual period.

xii. All the information whose access is given to the contractor shall be the property of ITPO and it should not be utilized for any other purpose without written consent of ITPO.

xiii. The empanelled agency must pay minimum wages and comply with other statutory obligations as laid down by the Central Government/ Govt. of NCT of Delhi,

whichever is higher, in accordance with the minimum wages Gazette Notification issued by Central Government/Govt. of NCT of Delhi from time to time. The responsibilities of timely payment of wages to its employee and compliance of relevant labour laws, EPFO, ESI Acts etc., would be that of bidder and bidder shall indemnify ITPO against any such claims and/or for not compliance/ default of applicable laws.

16. ACCEPTANCE & WITHDRAWALS

The right of final acceptance of the tender is entirely vested with ITPO which reserves the right to accept or reject any or all of the bids in full or in parts without assigning any reason whatsoever. There is no obligation on 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 contractor to have any exclusive rights and privileges.

18. 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. The bids received will be first evaluated for completeness and responsiveness. Only those bids which are found to be responsive will be considered for technical evaluation. Bids which are technically qualified will only be considered for financial evaluation. Non-responsive/Incomplete bids shall be summarily rejected and no communication of the same will be obligatory on part of ITPO.

iii. The contract will be awarded to the lowest (L1) bidder whose total bid value comes out to be the lowest as per Item Rate BOQ.

19. PERFORMANCE GUARANTEE (PG)

The successful bidder/ contractor will be required to deposit a Performance Guarantee amounting to Rs. 20,00,000/- (Rupees Twenty Lakh Only) in the form of Demand Draft favouring "India Trade Promotion Organisation" payable at New Delhi for the contractual

period i.e. a period of one (1) year and no interest shall be payable on this amount. The amount shall be withheld as PG in case of extension of the contract for a duration upto the extended contract period plus three months. This Performance Guarantee (PG) after deductions (if any) or if not forfeited (due to any of the reasons as mentioned in the tender document) shall be refunded to the contractor after three (3) months from the date of expiry of the contractual period. This Performance Guarantee can be forfeited by ITPO if the contractor fails to perform any of its obligations in the contract agreement to be signed between ITPO and the contractor. Breech of any of the terms and conditions of the contract may further make the vendor liable for getting blacklisted from engaging in any kind of business dealings with ITPO for a duration as deemed fit by ITPO and as per rules/guidelines in vogue.

20. PERIOD OF THE CONTRACT & PAYMENT TERMS

a) The period of contract is for one (1) year starting from the date of signing of the contract between both the parties i.e. ITPO and the vendor, which is extendable for a maximum of two (2) more years, on year on year basis, subject to mutual consent of both the parties and rendering of satisfactory services by the vendor, at the same rates and Terms & Conditions.

b) The pre-decided payment(s) against the work awarded during any event by ITPO will be made to the contractor after conclusion of the event subject to satisfactory services being rendered by the contractor and on submission of proper bills/ invoices, other supporting documents, including but not limited to EPF & ESIC compliance related document, wage registers of the deployed employees etc.

c) Actual happening of the event/exhibition may be uncertain in the present COVID-19 pandemic situation. Therefore ITPO may re-schedule any exhibition or fair or event and it shall not be liable for any payment in the case of cancellation/non-happening of any event, informed reasonably in advance

21. NOTIFICATION OF AWARD

The bidder whose bid has been accepted shall be notified of the award by ITPO prior to the expiration of the period of validity of the proposal, by registered letter, email or fax. The bidder shall acknowledge in writing, the receipt of the Letter of Intent (LoI) and shall communicate his acceptance in writing to enter in-to the contract with ITPO within seven (7) days from the receipt of the LoI.

22. 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.

23. 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.

24. GOVERNING LAW

The laws of Republic of India shall govern the tender document and the contract.

25. RESOLUTION OF DISPUTES

The dispute resolution mechanism shall be as follows:

a) 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.

b) If such dispute arises then either party may forthwith give the notice in writing of such dispute to other party and shall be referred to the adjudication of an arbitrator in accordance with Indian Arbitration and Conciliation Act 1996.

c) The CMD of ITPO will appoint the designated officer mutually agreed between the parties who will work as an arbitrator.

d) The decision of the arbitrator shall be final and binding upon both the parties, i.e. ITPO and the successful bidder.

e) All unresolved disputed matters will have the jurisdiction of Delhi, so far as legal and court matters are concerned.

26. AUTHENTICATION OF BID

The originals, if any 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 signed & 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.

27. 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.

28. 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.

29. OPENING OF COMMERCIAL BIDS

The date, time and venue of opening of commercial bid will be advised to the short listed bidders separately.

30. CLARIFICATION OF BIDS

To assist in the evaluation, comparison and examination of bids, ITPO may at its sole discretion, ask the bidder for a clarification of its bid including technical and commercial bid. 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.

31. 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.

32. 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.

33. REJECTION OF BID

A bid that does not meet all eligibility 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.

34. COMPLIANCE WITH STATUTORY OBLIGATIONS

a. The contractor 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 service provider 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 above stated Acts and Laws. The successful bidder proving service 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.

b. It shall be the responsibility of the contractor 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 contractor shall immediately notify ITPO in this regard.

c. The employees of the contractor 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.

d. The contractor will maintain attendance register & wage register of its employees.

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

f. The contractor 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.

g. 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.

35. TERMINATION & EXIT CLAUSE

Termination for Default:

a) 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 if:

   I. The qualified bidder fails to perform any obligation(s) under the contract agreement.

   II. If the bidder is in material breach of the representations and warranties contained in this contract agreement.

b) ITPO may at any time terminate the contract with immediate effect by giving written notice to the bidder, if bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to ITPO. In this case no compensation shall be made available to the bidder.

Exit Clause

c) ITPO shall also be at liberty to terminate the contract/agreement with Agency for any reason including change in situation or circumstances etc. by giving a two (2) month's written notice. In such an event, the Agency shall have no right to claim compensation/damages etc. from ITPO on account of early termination. However, the parties shall duly comply with their respective obligations during the notice period and thereafter, shall discharge the obligations arising out of the agreement till the termination. The successful bidder for whom ITPO exercises the option of this exit clause will however not be allowed to participate at-least in the immediate next tender floated for the subject work. The successful bidder shall also be at liberty to terminate the contract by providing to ITPO a two (2) month's written notice. The successful bidder who exercises the option of this exit clause will however not be allowed to participate at-least in the immediate next tender floated for the subject work.

36. FORCE MAJEURE

The Contractor shall not be liable for forfeiture of its Performance Guarantee 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 Contractor 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 Contractor 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.

General Manager
I.T. Services Division
ITPO

CHECKLIST (WITH PAGE NUMBERS)

(To be filled properly and submitted alongwith technical bid)

S.NO.	DOCUMENTS	YES/NO	Ref. Page No.
1.	**Clause 8, Eligibility Criteria, Tender Page 17**		
i.	In support of Clause no. 8(1) of tender document		
ii.	In support of Clause no. 8(2) of tender document		
iii.	In support of Clause no. 8(3) of tender document		
iv.	In support of Clause no. 8(4) of tender document		
v.	In support of Clause no. 8(5) of tender document		
vi.	In support of Clause no. 8(6) of tender document		
vii.	In support of Clause no. 8(7) of tender document		
viii.	In support of Clause no. 8(8) of tender document		
ix.	In support of Clause no. 8(9) of tender document		
2.	Annexure – 1		
3.	Annexure – 2		
4.	Annexure – 3		
5.	Annexure – 4		
6.	Annexure – 5		
7.	Annexure – 6		
8.	Annexure – 7		

ANNEXURE-1

India Trade Promotion Organisation

(A Govt. of India Enterprise)

TECHNICAL BID

Tender Ref. No. ITPO/ITSD/OTB_BVR/2020 Dated:

Hiring of an agency, by ITPO, on contractual basis, by open tender (technical and financial bidding), for providing turnkey solutions, for Exhibitions, Conferences, Events etc., by ITPO and 3rd Party Organizers, at *Pragati Maidan* Exhibition Complex, Delhi :

- **i.** On-line sale of entry tickets.
- **ii.** On-line and on-site visitor /attendee registration services.
- **iii.** Control of access to Pragati Maidan via. authentication of, on-line & off-line, tickets and entry passes/badges (incl. complimentary passes, organizer badges/passes, exhibitor badges/passes, service badges/passes etc.) through Barcode/QR code verification at the entry gates to Pragati Maidan.

For above We (Company) M/s ....., (city).....the bidder shall be using our own manpower, equipment (Laptops, Printers, Hand-held Scanners, Wi-fi connectivity, Stationery etc. and all other things required to successfully executive the event/ exhibition project incl., but not limited to Scope of Work (SoW), to ensure success of the project.

S. No.	Item Description	Particulars
1.	Name of the Company	
2.	Mailing address	
3.	Contact Executive Details (Name, Designation, Mobile No. and Email Id)	
4.	Telephone no. of the company	
5.	Website of the company	
6.	GSTIN	

S. No.	Item Description	Particulars
7.	PAN	
8.	Registration no. of the company	
9.	Details of EMD	
10.	Details of Tender Fees	

Yours sincerely,

( )

Authorized Signatory

Name……

Designation……

Company stamp/ Seal…….

ANNEXURE-2

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

Tender No. ITPO/ITSD/OTB_BVR/2020 Dated:

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

Sub: Appointment of an agency for providing (i) turnkey solution for online sale of entry tickets during Business-to-Consumer events and; (ii) turnkey solution for online and onsite visitor registration services during Business-to-Business events and access control via authentication of online tickets & offline tickets and entry passes/ badges (Complimentary passes, Exhibitor badges/ passes, Service badges/ passes etc.) via Barcode/QR code verification at the entry gates during exhibitions organized by ITPO at Pragati Maidan, New Delhi.

Dear Sir,

With reference to tender no. **ITPO/ITSD/OTB_BVR/2020 dated ……,** 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 sincerely,

( )

Authorized Signatory

Name……

Designation……

Company stamp/ Seal…….

ANNEXURE-3

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 bid, against tender floated by India Trade Promotion Organisation, Inviting on-line bids for Hiring of an agency, on contractual basis, by open tender (technical and financial bidding), for providing turnkey solutions, for Exhibitions, Conferences, Events etc., by ITPO and 3rd Party Organizers, at Pragati Maidan Exhibition Complex, Delhi for :

i. On-line sale of entry tickets.

ii. On-line and on-site visitor /attendee registration services.

iii. Control of access to Pragati Maidan via. authentication of, on-line & off-line, tickets and entry passes/badges (incl. complimentary passes, organizer badges/passes, exhibitor badges/passes, service badges/passes etc.) through Barcode/QR code verification at the entry gates to Pragati Maidan.

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 bid 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 Attorney 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.

Notarized

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.

ANNEXURE-4

FORMAT FOR POWER OF ATTORNEY FOR THE AUTHORISED SIGNATORY

Ref: - Tender No. ITPO/ITSD/OTB_BVR/2020 dated :

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

Sub: Hiring of an agency, on contractual basis, by open tender (technical and financial bidding), for providing turnkey solutions, for Exhibitions, Conferences, Events etc., by ITPO and 3rd Party Organizers, at Pragati Maidan Exhibition Complex, Delhi for :

i. On-line sale of entry tickets.

ii. On-line and on-site visitor /attendee registration services.

iii. Control of access to Pragati Maidan via. authentication of, on-line & off-line, tickets and entry passes/badges (incl. complimentary passes, organizer badges/passes, exhibitor badges/passes, service badges/passes etc.) through Barcode/QR code verification at the entry gates to Pragati Maidan.

Dear Sir,

With reference to tender no**. ITPO/ITSD/OTB_BVR/2020 dated……**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.

1. Name of the authorized representative : .....……
2. Designation : .....……..
3. Contact No. (Mobile) …….....……
4. E-mail : .....

Thanking you,

Yours sincerely,

Authorized Signatory
Name……
Designation……
Company stamp/ Seal…….

ANNEXURE- 5

CERTIFICATE IN SUPPORT OF FINANCIAL TURNOVER

Tender No. ITPO/ITSD/OTB_BVR/2020 **Dated:**

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

Sub: Hiring of an agency, on contractual basis, by open tender (technical and financial bidding), for providing turnkey solutions, for Exhibitions, Conferences, Events etc., by ITPO and 3rd Party Organizers, at Pragati Maidan Exhibition Complex, Delhi for :

i. On-line sale of entry tickets.

ii. On-line and on-site visitor /attendee registration services.

iii. Control of access to Pragati Maidan via. authentication of, on-line & off-line, tickets and entry passes/badges (incl. complimentary passes, organizer badges/passes, exhibitor badges/passes, service badges/passes etc.) through Barcode/QR code verification at the entry gates to Pragati Maidan.

Dear Sir,

In response to the tender reference no. **ITPO/ITSD/OTB_BVR/2020 dated 07-07-2020,** we hereby declare that the details of financial turnover of our company during the last three financial years are as follows:-

S. No.	Financial Year	Annual Turnover (In Lakh)
1.	2016-17	
2.	2017-18	
3.	2018-19	
Average Annual Turnover during the last three financial years		

Thanking You,

Yours sincerely,

( )
Authorized Signatory
Name of the Chartered Accountant……..
Registration no. with Seal……..
Contact No. & E-mail : .....…….

ANNEXURE-6

UNDERTAKING OF NOT BEING BARRED/ BLACK- LISTED

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

Ref: Tender no. ITPO/ITSD/OTB_BVR/2020 dated 24.06.2020

Sub: Hiring of an agency, on contractual basis, by open tender (technical and financial bidding), for providing turnkey solutions, for Exhibitions, Conferences, Events etc., by ITPO and 3rd Party Organizers, at Pragati Maidan Exhibition Complex, Delhi for :

i. On-line sale of entry tickets.

ii. On-line and on-site visitor /attendee registration services.

iii. Control of access to Pragati Maidan via. authentication of, on-line & off-line, tickets and entry passes/badges (incl. complimentary passes, organizer badges/passes, exhibitor badges/passes, service badges/passes etc.) through Barcode/QR code verification at the entry gates to Pragati Maidan.

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.

Thanking you,

Yours sincerely,

( )

Authorized Signatory

Name……

Designation……

Company stamp/ Seal…….

ANNEXURE-7

UNDERTAKING FOR INDEMINFYING ITPO

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

Ref: Tender no. ITPO/ITSD/OTB_BVR/2020 dated 24.06.2020

Sub: Hiring of an agency, on contractual basis, by open tender (technical and financial bidding), for providing turnkey solutions, for Exhibitions, Conferences, Events etc., by ITPO and 3rd Party Organizers, at Pragati Maidan Exhibition Complex, Delhi for :

i. On-line sale of entry tickets.

ii. On-line and on-site visitor /attendee registration services.

iii. Control of access to Pragati Maidan via. authentication of, on-line & off-line, tickets and entry passes/badges (incl. complimentary passes, organizer badges/passes, exhibitor badges/passes, service badges/passes etc.) through Barcode/QR code verification at the entry gates to Pragati Maidan.

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. We 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 specifically The Contract Labour (Regulation and Abolition) Act, 1970, The Employee`s Provident Fund & Miscellaneous Provision Act, 1952, Employee`s State Insurance Act, 1948, Factory Act, Minimum Wages Act, Payment of wages Act, Payment of Bonus Act, Workmen Compensation Act etc. and indemnify ITPO against any claims/costs/damages and penalties in respect of breach of the any of the provisions of the laws in force.

Thanking you.

Yours sincerely,

( )

Authorized Signatory

Name……

Designation……

Company stamp/ Seal…….

ANNEXURE-8

PROFORMA OF CONTRACT AGREEMENT

This Agreement [which shall include its subsequent Amendment(s), if any], entered on (dd/mm/yyyy)..... into by and between M/s India Trade Promotion Organisation, a Government of India enterprise 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 contract shall be effective from the …….2020 up-to one year i.e. up-to.....……..2021 and further extendable for a period of another two (2) years i.e. up-to..... …….2023 subject to satisfactory services by the contractor and at the sole discretion of ITPO and at the same rates and Terms & Conditions (Bidding Document Ref. No. **ITPO/ITSD/OTB_BVR/2020 dated.....…….** 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
Contractor / Successful Bidder
Name:

Designation:

Date:

Place:

Witness 1:

Witness 2:

India Trade Promotion Organisation

Name:

Designation:

Date:

Place:

Other Part:

Name:

Designation:

Date:

Place:

ANNEXURE-9

Bank Details of ITPO For EMD/ Tender Fee RTGS/ NEFT e-Payment

Name of the Beneficiary	:	**INDIA TRADE PROMOTION ORGANISATION**
Name of the Bank	:	**CENTRAL BANK OF INDIA**
Brach Address	:	**PRAGATI MAIDAN, NEW DELHI-110001**
Account No.	:	**1167404133**
Type of Account	:	**SAVINGS**
IFSC Code	:	**CBIN0284078**