

India Trade Promotion Organisation
Pragati Maidan, New Delhi

No.ITPO/ITSD/Website/2023

Date: 17-03-2023

Tender Document

**Maintenance of Corporate Website (Bilingual), Fair Websites and RTI
Website & Support Services**

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

Tender No. ITPO/ITSD/Website/2023

Date: 17-03-2023

Online bids are invited through two bid system for “**Maintenance of Corporate Website (Bilingual), Fair Websites and RTI Website & Support Services**”. Manual bids shall not be accepted. The details of tender are as under.

Sr. No.	Name of Work	Earnest Money (INR)	Cost of tender (INR)
1.	Maintenance of Corporate Website (Bilingual), Fair Websites and RTI Website & Support Services	Rs. 35,000/-	Rs.5,900/-

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

INDICATIVE CRITICAL DATE SHEET

Publish Date	17.03.2023
Bid Document Download Start Date	17.03.2023
Bid Submission End Date	27.03.2023 (3:00 P.M.)
Technical Bid Opening Date	28.03.2023 (3:00 P.M.)
Validity of Bid	180 days from the last date of submission of Bids.

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

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

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

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

PAYMENT & TENDER COST

1. Earnest Money Deposit & Cost of tender is to be deposited through NEFT/ RTGS/ online payment mode(s) in favour of "India Trade Promotion Organisation" payable at New Delhi before bid opening date/time as mentioned in critical date sheet.
2. The tender fee/ cost of tender shall be non-refundable.
3. Bids will be opened as per date/time as mentioned in the **Tender Critical Date Sheet.** After online opening and evaluation of technical bids, the results of their qualification as well Price-Bid opening will be intimated later.

SUBMISSION OF TENDER

1. The tender shall be submitted online in Two parts", viz., Technical bid and Financial bid.
2. All the pages of bid being submitted must be sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.
3. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. 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.
2. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

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

Enrollment” on the CPP Portal which is free of charge.

2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents

(e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by before bid opening date/time as mentioned in critical date sheet or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids (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.

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

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

REQUEST FOR PROPOSAL

1. OBJECTIVE

This RFP (Request for Proposal) is issued as a request for “Selection of an agency for Maintenance of Corporate Website (Bilingual), Fair Websites and RTI Website & Support Services”.

2. The Client – ITPO

India Trade Promotion Organisation (ITPO), a premier trade promotion organisation, manages India's premier trade fair complex, Pragati Maidan in New Delhi. ITPO, the premier trade promotion agency of the Ministry of Commerce & Industry, Govt. of India is committed to showcase excellence achieved by the country in diverse fields especially trade and commerce. ITPO is re-developing its landmark exhibition ground Pragati Maidan into a modern, state-of-the-art iconic International Exhibition-cum-Convention Centre (“IECC”) in two phases, bringing it on par with best exhibition and convention centers across the world.

ITPO provides a wide spectrum of services to trade and industry and acts as a catalyst for growth of India's trade. It holds various domestic & third-party events in Pragati Maidan, New Delhi round the year. It manages India's world class exhibition complex which is constantly upgraded to keep it in a high standard of readiness.

3. 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.

4. 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 **Maintenance of Corporate Website (Bilingual), Fair Websites and RTI Website & Support Services**”.

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.

5. INTERPRETATION

In this Tender Document, unless the context otherwise requires,

(a) For the purpose of this Tender Document, where the context so admits:

(i) The singular shall be deemed to include the plural and vice versa and

(ii) Masculine gender shall be deemed to include the feminine gender and vice-versa.

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

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

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

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

6. 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.

7. 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.

8. SCOPE OF THE WORK

India Trade Promotion Organisation is looking for selection of agency for **Maintenance of Corporate Website (Bilingual), Fair Websites and RTI Website & Support Services**”. ITPO corporate website having following technology profile:

- CodeIgniter – Web Development Framework
- PHP – Language
- Content Management System (Customized)
- J2EE
- JQuery
- Apache
- Datatables
- Bootstrap etc.

The corporate website of ITPO available on www.indiatradefair.com. The Bidder is expected to perform at least the following specific services:

1. Visual Design, UI and UX
2. Content Management
3. Maintenance and Support

The broad scope of work is given below:

S. No.	DESCRIPTION
1.	<p>Services Covered are as follows: -</p> <ol style="list-style-type: none"> a. Renewal of the domains. <ul style="list-style-type: none"> • www.indiatradefair.com • www.aaharinternationalfair.com • www.rtia-itpo.org b. 24X07 monitoring of the websites availability. c. Design and Development of home and other pages (static/dynamic) with text / graphics / animation as and where required. d. Correction/Changes in home and other pages (static/dynamic) with text / graphics / animation as and where required. e. Complete translation of English Website to Hindi version. f. Search option in corporate as well as micro sites. g. Integration of online space booking module. h. Ability to add more languages (No Google translation to be used). Guidelines (GIGW) are available at web.guidelines.gov.in. Translation is required only for corporate website. i. Comprehensive search facility of individual section of the website as well as entire website both in English and Hindi. Fair websites may have the option to search the exhibitors by: (a) Name of Company (b) City (C) Product etc j. Graphical, Pictorial and audio video interfaces, wherever and whenever needed. k. Bidder should work on updating the website by providing new and catchy look. l. Along with the maintenance and content management of website related data, the on-site developer should also update the content on ITPO's Master mobile app via backend. m. On-site developer will also handle the Facebook, Instagram, Twitter, Youtube, Google pages and update the data as and when required. If any new social media account created by ITPO, the same shall also be handle by the on-site developer. n. Vendor must adopt industrial standard methodology for Change Management. o. If ITPO wants to update website using latest technologies (including Material design, React, Redux, Angular JS etc), the same shall be done by the bidder without any additional cost to ITPO. p. The successful vendor shall get the website audited yearly by cert-in empanelled agency without any extra cost to ITPO.

	<p>q. The successful vendor shall get the existing website audited / certified for GIGW Version-II compliance through STQC.</p> <p>Vendor has to provide other value added services such as Sub-Domain Creation, Database Hosting, creation and tuning, Backup & Restore Facility, Virus and Spam Removal, System Log Maintenance, Traffic control & Monitoring, Database Management, Visitor Track Management and Analysis and Mail Account Creation.</p> <p>Any new development or updations will be considered in the same scope of work for which no additional cost will be made by ITPO. These will be carried out by the developer posted on site however, necessary technical support shall be provided to the team as and when required.</p>
2.	<p>HOSTING SERVICES</p> <ul style="list-style-type: none"> • Currently Corporate website of ITPO along with Fair website and RTI website is hosted on NIC Cloud. • If ITPO wants to change the hosting service from NIC Cloud then, • Vendor has to provide Hosting service. Rate for hosting service has to be quoted in the commercial bid. • For hosting of ITPO corporate website, dedicated/cloud server space will be provided by vendor with latest hardware and software specification (minimum Tier III level server). • The hardware and software provided must be good enough to handle the peak load • Hosting should in India only. • Hosting will be in the name of ITPO. <p>However in any of the case, the server handling, maintenance and installation of the website shall be part of work of the contract at no extra cost to ITPO.</p>
3.	<p>MANPOWER SUPPORT</p> <p>The Vendor shall deploy one Web Content Manager at ITPO during the contract period to carry out any changes/updations on the website, carry out content management of the website and provide support services as and when required.</p> <p>Web Content Manager – (One) Having degree such as B.Tech/MCA/Graduate in Information Technology computer related field with 1-2 years experience and to be deployed at ITPO site till the contract period.</p> <ul style="list-style-type: none"> • The person need to be stationed on continued basis and company has to make arrangements for substitute in case the regular person goes on leave or otherwise. These persons will be doing customization as well as provide operational maintenance support of these services. If the bidder feels there will be additional manpower requirement the same shall be deputed at no extra cost to ITPO. • The normal working hours would be 9:30 AM to 6:00 PM on working days. However, if required, the manpower will be extended beyond the office hours and on Saturdays and Sundays without any extra cost, such as special duties during exhibitions/trade fairs etc. This is expected when ITPO officials will also need to be present for extra hours or extra duties. • The developer will bring their own Laptop (i7 1nos.) and internet (4G wifi dongles 1devices) connection. The printer/ stationery and consumables are to be provided by ITPO. ITPO will also provide sitting space, electricity, chair and table etc. to the vendor.

	<ul style="list-style-type: none"> • The successful bidder shall provide one smart phone to the developer with SIM cards for calling purpose. Monthly bill/ recharge shall be done by the bidder only at no extra cost to ITPO. Smart phones are required in order to get screen shots etc. on email, whatsapp for quick trouble shooting purpose. In addition ITPO may also provide a landline phone for calling/ call receiving purpose. • The successful bidder shall provide minimum of 8% as per the company norms increment to the manpower deployed in ITPO without adding extra cost to ITPO for the duration of the contract. • While any software related work to be done by this manpower, if additional requirement from the vendor side is required, then the agency will have to provide at no extra cost to ITPO. <p>The agency so selected will have to handover the system to ITPO along with the documentation (Latest Updated Versions) and program files/source codes, user manual, system manual etc. One month before completion of the contractual period.</p> <p>Note:</p> <p>No change of manpower is allowed during the Period without ITPO's concurrence. Aforementioned manpower should be provisioned from the day of commissioning of the project i.e. One day after signing of the contract Agreement.</p> <p>Delay in deployment of manpower may attract a penalty of Rs. 5,000/- for the first week of delay and additional Rs. 5,000/- for delay exceeding beyond one week limited to a maximum delay of two weeks. ITPO reserves the right to terminate the contract for a delay beyond 15 days.</p>
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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 should be made by the vendor as much as possible.
- For all legacy work and data entry of the old records, the vendor shall deploy sufficient DEO's at no extra cost to ITPO.
- At the end of the contract, the agency will ensure a smooth and comprehensive handing over of software code, passwords, instruction manuals and any other related resource.

9. IMPLEMENTATION APPROACH

- Please note that the requirements stated in the scope of work above are the broad guidelines envisioned by ITPO are to be used as a reference point. If any updations required, it is expected out of the appointed agency that as per the prevalent software development standards:
 - A **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 Design document will be created in concurrence with the ITPO.
- 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.
- 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. The successful vendor shall get the software audited by cert-in empanelled agency without any extra cost to ITPO.

10. LEAVE POLICY, LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED

- a) The contracting agency shall ensure that the manpower deployed in ITPO, H.Q. conforms to the technical specifications of age, educational and skill qualification prescribed in the tender document.
- b) ITPO is a Govt. of India Enterprises and has five days working (i.e. Monday to Friday) in a week from 9.30 to 6.00 PM with a lunch break of ½ hr from 1.00 PM to 1.30 PM. Besides this the department observes the Gazetted holidays notified by the Government of India from time to time. The manpower is required to work from Monday to Friday as per above mentioned timing. These operators however may be required to attend the office as and when required on Saturday/Sunday/Gazetted holiday (on prior intimation). No overtime/ compensatory benefits shall be provided by ITPO.
- c) The contracting Company/Firm/Agency shall furnish the following documents in respects of the manpower that will be deployed by it in this Department before the deployment of manpower.
 - i. Document containing full details i.e. date of birth, marital status, address etc for the deployed manpower.
 - ii. Bio-Data of the person.
 - iii. Attested copy of matriculation containing date of birth.
 - iv. Attested copy of Qualifications as specified in the tender document.
 - v. Character Certificate from Group 'A' or Class-I Officers of the Central/State Government or Notary Public.
 - vi. Certification of verification of antecedents of persons by local Police authority.
 - vii. Identity Cards bearing photograph.
- d) In case, the person employed by the successful Company/Firm/Agency commits any act omission/commission that amounts to misconduct/indiscipline/ incompetence, the successful Company/Firm/Agency will be liable to take appropriate disciplinary action against such persons, including their removal from the site of work required by the Department.
- e) The tendering Company/Firm/Agency shall replace immediately any of its personnel who are found unacceptable to this Department because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from this Department.
- f) The person deployed shall be required to maintain daily attendance/ leave report in the format as prescribed by office of ITPO.
- g) The selected agency shall immediately provide a substitute in the event of any person leaving

the job due to his/her personal reasons. The delay by the agency in providing a substitute beyond three working days shall attract a pre-estimated agreed liquidated damages @ Rs.1000/- per day on the service-providing agency.

- h) It will be the responsibility of the service providing agencies to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this Department. ITPO will have no liability in this regard.
- i) For all intents and purpose the service providing agency shall be the “Employer” within the meaning of different Legislations in respect of manpower so employed and deployed in ITPO. The persons deployed by the agency in ITPO shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the competent authority.
- j) The Service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. ITPO shall, in no way be responsible for settlement of such issues whatsoever.
- k) ITPO shall not be responsible for any damages, losses. Claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- l) The person deployed by the service providing agency shall not have any claim or be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/confirmed employees ITPO during the currency or after expiry of the contract.
- m) In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise capacity in ITPO.
- n) The above mentioned manpower will be based at ITPO head quarters, Pragati Maidan and would be under the supervisory control of I.T Services Division, ITPO.
- o) Successful bidder will provide uniform with name & designation tag of technician to his IT FMS personnel deployed at ITPO at his own cost. He will also ensure that the persons wear the uniform and keep it neat, clean and tidy
- p) The Successful bidder shall ensure that all its personnel deputed for required services during the tenure of the Contract and any time thereafter maintain confidence all information relating to the work and shall not, unless so authorized in writing by ITPO, divulge or grant access to any information about the work or its results. The Successful bidder and/or his deputed persons shall not destroy/alter any report, note and technical data relating to the operation/work. The obligation is continuing one and shall survive after the completion/ termination of this agreement. Any violation in this regard may lead to the termination of the contract/ legal action as the case may be.
- q) In case of long – term absence due to sickness, leave etc. the agency shall ensure replacements without any additional liabilities to ITPO; Substitute will have to be provided by the agency against the staff proceedings on leave/ or remaining absent. Further, during

emergency cases, work from home may be allowed and will be decided and approved by the nodal officer of ITPO.

- r) The resources can avail maximum 18 leaves per year on pro-rata basis. In case the resources does not avail leave in any particular year, the same cannot be encashed and shall be lapsed. Leave cannot be claimed as an employee's right. Except in case of emergencies, all leave will be granted subject to organization's requirements. A situation will be considered an emergency on case-by-case basis and will be decided by the nodal officer of ITPO.
- s) Manpower placed at ITPO once deputed shall not be changed. The change may happen only if so desired by ITPO or manpower resigns from the company. The violation shall fetch the penalty as per relevant provisions of SLA. Any change desired by ITPO shall be communicated atleast 30 (Thirty) days in advance and must be executed within Thirty (30) days/ immediately in case of any urgent situation.
- t) The required man power should be in place within three (3) working days of award of contract/ as desired by ITPO. Non-compliance shall attract penalty as per relevant provisions of SLA. Contract commencement date shall be considered the date on which all the required manpower resources are deployed at site at ITPO office.

11. LEGAL, TAXES AND STATUTORY COMPLIANCES

- a. The tendering agency will be responsible for timely payment to the supplied manpower and statutory authorities and compliance of all statutory provisions relating to minimum wages/specified contract amount, Provident Fund and Employees State Insurance etc. in respect of the persons deployed by it in ITPO.
- b. The tendering agency shall also liable for depositing all taxes, levies, Cess etc. on account service rendered by it to ITPO to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- c. The tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of ITPO or any other authority under law.
- d. The Tax Deduction at Source (TDS) shall be deducted as per the provisions of the Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by ITPO.
- e. In case, the tendering agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof ITPO is put to any loss/obligation, minority or otherwise, ITPO will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

12. 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 or a registered society with their registered office in India.	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 deeds (in case of partnerships firms) to be submitted along with the technical bid. (PAN card is mandatory in all cases).
2.	The bidder should be registered under GST	Copies of GST registration certificate
3.	Vendor should have experience in providing end-to-end web based solutions	The bidder should have the experience of successfully executing end-to-end web based solutions in last 5 financial years (i.e. orders executed before 31st March 2017 will not be considered) for any Central/State govt. Department/ PSU/ Autonomous bodies. The project value for a single project must not be less than Rs.25 Lakh or for two similar projects should not be less than Rs. 15 Lakh each or for three similar projects should not be less than Rs.10 Lakh each. The quoted prior experience work(s) should be fully completed as on the date of submission of bids. Out of the three work orders two should be secured from any govt.organization/PSU.
4.	The bidder must have an average annual turnover of minimum Rs.1 crore in any 3 out of last 5 financial years i.e. FY 2021-22, 2020-21, 2019-20, 2018-19 and 2017-18.	Duly signed & stamped copies of balance sheets and a Certificate from a Chartered Accountant for the preceding five (5) financial years are to be provided as supporting documents as per Annexure III .
5.	The bidder should have a office in operation in Delhi/NCR	Proof of office in Delhi/NCR.
6.	Bidder should be a certified CMM Level-3 organisation	Certificate copy verifying the CMM Level-3 status to be submitted.
7.	Cost of Tender document Rs.5,900/- (including GST)	To be deposited through Online Payment Mode in favour of “India Trade Promotion Organisation, New Delhi” as per details mentioned at Annexure-VII .
8.	Earnest Money Deposit (EMD) of Rs.35,000/- (Rupee Thirty Five Thousand Only)	To be deposited through Online Payment Mode in favour of “India Trade Promotion Organisation, New Delhi” as per details mentioned at Annexure-VII .

Note: Bid without a valid EMD will be rejected outright. The firms registered with National Small Industries Corporation (NSIC)/ Micro, Small and Medium Enterprises (MSME) are exempted from furnishing bid guarantee/EMD, cost of tender documents provided that such small scale units are registered under single point registration scheme of NSIC / MSME and are valid on the scheduled date of tender opening and the product range mentioned in the certificate is the same or similar to the tender requirement. The NSIC / MSME certificate duly attested by any Notary Public with seal and date shall only be accepted.

13. TENDER FEE & EMD

- i. The processing fee is non-refundable.
- ii. The EMD is non-interest bearing.
- iii. The successful bidders' EMD will be discharged upon expiry of "Offer Validity Period" or upon receiving of Performance Guarantee. EMD of unsuccessful bidders shall be refunded after finalization of Tender.
- iv. The EMD will be forfeited:
 - If a bidder withdraws his bid during the period of validity.
 - Or in case of a successful bidder, if the bidder fails to sign the contract in accordance with terms and conditions.

14. CRITERIA FOR EVALUATION: -

- 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. Bidders are required to qualify all the conditions of the clause no. 12. "Eligibility Criteria".
- ii) Financial evaluation of the quote received will be done. Non-responsive/Non-complete bids shall be summarily rejected and no communication of the same will be obligatory on the part of ITPO. Work will be awarded to bidder quoting lowest cost/L1 among the technically qualified companies.

15. TENDER EVALUATION COMMITTEE

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

- i. 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.
- 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.

16. 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

17. BID PRICES

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

- ii. The bidder shall include payment of all dues such as taxes & other statutory dues, not specifically mentioned in the specification but essential for successful completion of work. The bidder shall not be eligible for any extra charges in respect of such payments. Though not mentioned in the bid document extra charges if any shall be paid by the bidder only.
- iii. All liabilities, whatsoever, on account of copy rights or any other reason, if any, shall be borne by the bidder

18. 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.

19. MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF PROPOSALS

- i. The applicant may modify, substitute, or withdraw its proposal after submission prior to proposal due date. No proposal shall be modified, substituted, withdrawn by the applicant after the proposal due date.
- ii. Any alteration / modification in the proposal or additional information or material supplied subsequent to the proposal due date, unless the same has been expressly sought for by the authority, shall be disregarded.

20. COMPLIANCE WITH STATUTORY OBLIGATIONS

- The service provider 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 Service Provider hereby represents, warrants and undertakes that it shall solely pay and deposit all statutory dues/contributions e.g. provident fund contributions, employee state

insurance contributions etc. with the appropriate authority/agency/office/ departments in a timely manner in relation to its personnel, employees and workmen engaged including direct and contractual employees in providing the Services and to file all and/or any statutory returns/forms/ statements under Applicable Laws from time to time. All such dues shall be collectively paid by the Service Provider itself on monthly basis for complete workforce and this responsibility shall not be passed on to any of its Sub Contractor engaged for the services.

- 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 7th of the following month. In case of increase in minimum wages by the govt. the additional burden shall be borne by the bidder.
- 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.

21. 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 bidder with lowest bid (L1) among the technically qualified companies.
- The vendor should not be black-listed (during the five years) by any agency in Central/State/PSUs as on the bid submission date.
- Rates quoted in the commercial bid should be valid for 4 years 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 company should not be black listed by any Govt. /semi Govt. organization or PSU.
- 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.
- The user department will assign the job order with the time frame for completing the job.
- The rates quoted in the price bid will be inclusive of all taxes, (except GST), fees, levies, etc and any revision in the statutory taxes, fees, etc will be the responsibility of the Bidder.
- 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., GSTIN, Job Order no. And address of the bidder when the payment has to be made.

22. 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.

23. 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.

24. 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 be done. Non-responsive/Non-complete bids shall be summarily rejected and no communication of the same will be obligatory on the part of ITPO. The job would be awarded to the bidder with lowest bid (L1).

25. PERFORMANCE GUARANTEE

Within seven (7) calendar days of the receipt of Notification of Award / Letter of Intent from ITPO, the successful bidder shall furnish the Performance Security for an amount equivalent to 3% of the total contract value in the form of Demand Draft (DD) or NEFT/RTGS in favour of "India Trade Promotion Organisation" payable at New Delhi. Performance security shall be refunded preferably within 90 days after conclusion of the contractual period. Delay in submission of performance security may attract a penalty of Rs.5,000 for the first week of delay & additional Rs 5,000 for delay exceeding beyond one week limited to a maximum delay of two weeks. ITPO reserves the right to terminate the contract for a delay beyond 15 days.

26. PAYMENT TERMS

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.

27. PERIOD OF THE CONTRACT

The initial maintenance contract shall be for a period of two (2) years, which can be extended for maximum of further two (2) years upon satisfactory services and at the sole discretion of ITPO.

28. 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 and send his acceptance to enter into the Contract within seven (7) days from the receipt of the Letter of Acceptance. Bidder shall also enter into the agreement with ITPO upon stamp of Rs 100/-.

29. 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.

30. 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.

31. 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.

32. GOVERNING LAW

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

33. 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 it's personnel. Any expenditure incurred by ITPO to handle the situation arising out of the conduct of personnel deployed by the bidder/Service Provider will be made good from Security Deposit/Bills of the bidder /Service Provider.
- 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/service provider 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.
- Contractor/Agency shall indemnify, defend and hold ITPO and its officers/officials harmless against any and all proceedings, actions, losses, damages, expenses, costs and third party claims whatsoever – whether financial or otherwise, including liability for payment of contributions/dues to EPFO/ESIC/Govt. Departments/Local Bodies/Statutory Authorities etc. which ITPO may sustain, incur, suffer or be exposed to at any time during the subsistence of the Contract and subsequent thereto relating to the period of Contract, arising out of a breach by the Contractor/Agency, its sub-contractors, sub-agents, employees, etc. of any of its obligations under the Contract.

34. RESOLUTION OF DISPUTES

In respect of any dispute or difference, if any, between the parties,

- a) The contractor and the ITPO shall endeavor their best to amicably settle all disputes arising out of or in connection with the terms of license in the following manner: -
 - i) The contractor raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
 - ii) The matter will be referred for negotiation between Competent Authority of the contractor and ITPO. The matter can be endeavored to be resolved between them and the agreed course of action documented within a further period of 15 days.
- b) In case the dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.
- c) In the event any doubt, dispute or difference arising out of or in relation to the Contract remains unresolved, both the parties to the Contract will mutually appoint a Sole Arbitrator, in accordance with the Arbitration and Conciliation Act, 1996.

The provisions of Arbitration & Conciliation Act, 1996 (as amended from time to time) shall apply to both the parties.

The fee payable to the Arbitrator shall be paid equally by both the parties. The language used in the arbitral proceedings shall be English.

The venue of the arbitration proceedings shall be the Office of ITPO, i.e. Pragati Maidan, New Delhi.

- d) The contractor shall not be entitled to suspend the Service/s or the completion of the assignment, pending resolution of any dispute between the Parties and shall continue to operate in accordance with the provisions of the Contract Agreement and payments to be made by the contractor as mentioned under the Agreement, notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.
- e) The contract shall be governed by and interpreted in accordance with Indian law.

35. JURISDICTION

All disputes arising out of and in relation to the contract between the parties herein shall be governed by Laws of India subject to the exclusive jurisdiction of the courts of Delhi only.

36. CONFIDENTIALITY

Contractor/Agency shall maintain high level of professional ethics and shall not act in any manner, which is contrary to any laws and/or detrimental to ITPO's interest. Contractor/Agency shall treat as confidential any and all data, information and records, obtained/received in the performance/execution of its responsibilities, in strict confidence and shall not reveal such data, information or records to any other person/party without the prior written approval of the ITPO, even after expiry/termination/determination of the Contract. ITPO shall take necessary legal and other remedial actions for infringement of this clause.

37. INTELLECTUAL PROPERTY RIGHTS

ITPO's name/logo/other IPRs shall be the sole and exclusive property of ITPO only. For any misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs by the Contractor/Agency and/or their sub-agents/sub-contractors/employees etc., the Contractor/Agency shall be held solely responsible. ITPO shall not be responsible for any harm or loss caused to any third party because of any such misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs. Contractor/Agency shall indemnify ITPO against any misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs and/or any claim(s) relating to infringement of any intellectual property rights committed by them/their sub-agents/sub-contractors/employees etc. ITPO shall take necessary legal and other remedial actions, as deemed fit, for such violations.

38. FORCE MAJEURE

If at any time, during the continuance of this Contract, the performance in whole or in part, by either party, of any obligation under this Contract is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of State or direction from Governmental Authority, explosion, epidemic, pandemic, quarantine restriction, strikes and lockouts(as are not limited to the establishments and facilities of the Parties), fire, floods, natural calamities or any act of GOD (hereinafter referred to as "Event"), provided notice of happenings of any such Event is given by the affected party to the other, within 7 Calendar days from the date of occurrence thereof, neither Party shall, by reason of such event, be entitled to terminate this Contract, nor shall either Party have any such claims for damages/compensation/costs/expenses against the other, in respect of such non-performance or delay in performance provided the Contract shall be resumed as soon as practicable, after such Event comes to an end or ceases to exist. The decision of the CMD, ITPO as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event for a period exceeding 30 days, either party may, at its option, terminate the Contract.

39. 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/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>'.

- 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
 - Schedule of price bid in the form of BOQ_XXXX .xls
- 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 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 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 bidder 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. ANNOUNCEMENT OF BIDS

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

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. SCHEDULE & IMPORTANT INFORMATION

Cost of tender document	Rs.5,900/- incl. GST (Rupees Five Thousand Nine Hundred only) through Demand Draft/NEFT/RTGS favouring India Trade Promotion Organisation, payable at New Delhi. (To be submitted before bid submission date)
Earnest Money Deposit	Rs.35,000/- (Rupees Thirty Five Thousand only) through Demand Draft/NEFT/RTGS favouring India Trade Promotion Organisation, payable at New Delhi. (To be submitted before bid submission date)
Validity of bids	180 days from the last date of submission of bids

Bids may be submitted to: - Shri Bimal Kumar Dubey, General Manager, I.T. Services Division India Trade Promotion Organisation, Hall NO. 7, Pragati Maidan New Delhi-110001, [Tel:011-23371540](tel:011-23371540), Fax:011-23371492, E-mail: info@itpo.gov.in, computerdiv@itpo.gov.in

**ANNEXURE-I:FORMAT FOR APPLICATION & LETTER OF UNDERTAKING
REGARDINGACCEPTANCE OF TERMS & CONDITIONS**

Tender No. ITPO/ITSD/Website/2023

Date: _____

To,

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

Sub: Maintenance of Corporate Website (Bilingual), Fair Websites and RTI Website & Support Services.

Dear Sir,

With reference to **Tender No. ITPO/ITSD/Website/2023 dated 17.03.2023**, 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,

()

Authorized Signatory

Name_____

Designation_____

Contact No_____

**ANNEXURE II: FORMAT FOR POWER OF ATTORNEY FOR THE AUTHORISED
SIGNATORY**

Tender No. ITPO/ITSD/Website/2023

Date: _____

The General Manager
IT Services Division
India Trade Promotion Organisation Pragati Bhawan
Pragati Maidan New Delhi-110001

Sub: Maintenance of Corporate Website (Bilingual), Fair Websites and RTI Website & Support Services.

Dear Sir,

With reference to tender No. ITPO/ITSD/Website/2023 dated 17.03.2023, we hereby, authorize the following person as authorized signatory to carry out necessary bid formalities with ITPO with reference to this tender and authorize to sign the bid documents and contract / agreement with ITPO.

Name of Person: _____

Designation: _____

Contact No (Mobile) : _____

Thanking you,

Yours faithfully,

(_____)

Name: _____

Designation: _____

Contact No: _____

ANNEXURE III: CERTIFICATE IN SUPPORT OF FINANCIAL TURNOVER

Tender No. ITPO/ITSD/Website/2023

Date: _____

The General Manager
IT Services Division
India Trade Promotion Organisation
Pragati Bhawan Pragati Maidan New Delhi-110001

Sub: Maintenance of Corporate Website (Bilingual), Fair Websites and RTI Website & Support Services.

Dear Sir,

In response to the Tender Ref. No. **ITPO/ITSD/Website/2023 dated 17.03.2023**, we hereby declare that the details of total turnover during last three years (in Lakhs) as follows:

No.	Financial Year	Turnover (Rs. lakhs)
1.	2017-18	
2.	2018-19	
3.	2019-20	
4.	2020-21	
5.	2021-22	
	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/Website/2023

Date:_____

From: (Full name and address of the bidder)

To,

Dear Sir/Madam,

- 1. I submit the Price Bid for “Maintenance of Corporate Website (Bilingual), Fair Websites and RTI Website & Support Services” 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 (BoQ), inclusive of all applicable taxes except GST.**

Yours Faithfully,

(Signature of authorized Representative)

ANNEXURE V: TECHNICAL BIDS FOR “MAINTENANCE OF CORPORATE WEBSITE (BILINGUAL), FAIR WEBSITES AND RTIWEBSITE & SUPPORT SERVICES”

S.No	Title	Details	
Eligibility Criteria			
1.	Registration No. (Please enclose proof of registration)		
2.	(Photocopies of PAN, GSTIN etc., as applicable, may be attached PS: The name of the Bidder should be same as per registration certificate / PAN card and must be a legal registered entity in India	PAN No-	
		GST No. -	
3.	Annual Turnover (last five financial years) (Please attach certificate from Chartered Accountant and other documentary evidences to establish the turnover)	2017-18	
		2018-19	
		2019-20	
		2020-21	
		2021-22	
Company Profile			
4.	Name of the Company as per registration certificate		
5.	Address		
6.	Telephone		
7.	Fax		
8.	E-mail		
9.	Name of CEO & Title		
10.	Name of the nodal contact person with designation, e-mail id and telephone No.		
	Local contact in Delhi/NCR, if any		
11.	Bankers details with A/c No.		
12.	Year of Establishment		
13.	No. of employees		
14.	List of enclosures attached		
15.	Any other additional information, which you like to give		
16.	Work Experience		

Sr. No.	Name of the Company issued work order	Name and brief details of the project	Duration of the project		Total Amount	Whether success fully completed Yes/No. If yes, completion certificate required
			Start Date	End Date		
(i)						
(ii)						
17.	Name of EPFO office where bidder is registered					
18.	PF Code No.					

It is certified that all the above information is correct and valid on the date of submission of tender. We have numbered all the pages in this envelope. The name of the Bidder is same as mentioned in the registration certificate & PAN card and is a registered legal entity in India. All the information furnished above is true & correct. The total number of pages including those of enclosures are.....

Date:
Place:

SIGNATURE OF AUTHORISED REPRESENTATIVE
NAME
COMPANY SEAL

(Please attach Authorization letter, if required)

ANNEXURE- VI: SERVICE LEVEL AGREEMENT AND PENALTIES

The company shall be responsible to provide the service as per the SLA. Any variation in service will attract penalty apart from deduction of the payment on the prorate basis.

The Service Level Agreement and penalty structure would be as follows: -

Sl. No.	Item	Validation	Penalty
1.	Deployment of manpower not as per tender or any other violation	Tender document	Minimum penalty 0.5% Maximum Up to 15% (of the Total tender cost inBoQ)
2.	Website should be up in 99% cases	Tender document	Minimum penalty 2% Maximum Up to 15%(of the Maintenance Charges + Hosting Charges quoted in BoQ)
3.	Delay in carry out change/updation request exceeds the agreed days. (per day basis)	As per Change Request form	Minimum penalty 0.5% Maximum Up to 15% (of the Maintenance Charges quoted in BoQ)

Duration of SLA

This Service level agreement would be valid for entire period of contract. This SLA may be reviewed and revised by ITPO, if required. ITPO may also define SLA for any incident which is not covered in the above table,

Breach of SLA

In case the Company does not meet the SLA, ITPO may treat it as a case of breach of Service Level Agreement. The following steps will be taken in such a case:

1. Issuance of a show cause notice to the Company.
2. Company should reply to the notice within three working days.
3. If ITPO authorities are not satisfied with the reply, ITPO will initiate terminationprocess.

ANNEXURE-VII

BANK DETAILS of ITPO for EMD/ Tender Fee Submission

Name of the Beneficiary	:	INDIA TRADE PROMOTION ORGANISATION
Name of the Bank	:	CENTRAL BANK OF INDIA
Branch Address	:	PRAGATI MAIDAN, NEW DELHI-110001
Account No.	:	1167404133
Type of Account	:	SAVINGS
IFSC Code	:	CBIN 0284078