INDIA TRADE PROMOTION ORGANISATION PRAGATI MAIDAN, NEW DELHI-110001

Tender Ref. No. ITPO/ITSD/CTS-VGMS/2023 Date: 04/10/2023

Invitation of online bids

For

Selection of an agency for providing computerized ticket selling system and visitor & gate management services during exhibitions/events organized at Pragati Maidan, New Delhi.

INDIA TRADE PROMOTION ORGANISATION PRAGATI MAIDAN. NEW DELHI – 110001

Tender Ref. No. ITPO/ITSD/CTS-VGMS/2023

Online bids are invited in two-bid system for "Selection of an agency for providing computerized ticket selling system and visitor & gate management services during exhibitions/events organized at Pragati Maidan, New Delhi".

Date: 04/10/2023

S.	Name of Work	Earnest	Cost of tender
No.		Money (INR)	(INR)
1.	Selection of an agency for providing computerized ticket selling system and visitor & gate management services during exhibitions/events organized at Pragati Maidan, New Delhi.	Rs. 5,00,000/-	Rs.11,800/- (Rs.10,000/- + GST @18%)

Offline bids shall not be accepted.

- 1. The tender documents are available on our website <u>www.indiatradefair.com</u> (for reference only) & www.eprocure.gov.in and same can be downloaded. Tender Fee and Earnest Money Deposit (EMD) are to be deposited online in ITPO's account as per the Bank details given at Annexure-9.
- **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 SHEET:-

Publish Date	4.10.2023
Bid Document Download Start Date	4.10.2023
Bid Submission Start Date	4.10.2023
Pre-bid Meeting	09.10.2023 at 11.30 A.M.
Bid Submission End Date	12.10.2023 at 11.00 A.M.
Technical Bid Opening Date	13.10.2023 at 11.30 A.M.
Validity of Bid	45 days from the last date of submission of bids

3. Bids shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app. Tenderers/Contractors are advised to follow the instructions provided in the 'Instructions to

the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at https://eprocure.gov.in/eprocure/app. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- 4. Not more than one tender shall be submitted by one contactor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parities liable to rejection.
- 5. Tenderer who has downloaded the tender from the ITPO's website 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 theCPP 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 into 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 asindicated 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 CPPPortal 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 proposal for selection of an agency for providing computerized ticket selling system and visitor & gate management services during exhibitions/events organized at Pragati Maidan, New Delhi.

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 has re-developed its landmark exhibition ground Pragati Maidan into a modern, state-of-the-art iconic International Exhibition-cum-Convention Centre ("IECC").

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.

General Manager, I.T. Services Division, ITPO invites online bids from eligible bidders for selection of an agency for providing computerized ticket selling system and visitor & gate management services during exhibitions/events organized at Pragati Maidan, New Delhi.

2. DEFINITIONS

"Applicable Law" - means all relevant laws in force and effect as on 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.

"Tender 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.

"IECC" - IECC means International Exhibition-cum-Convention Centre.

"Consortium" shall mean a group of entities/individuals not exceeding 2(two), with at least 1 (one) member incorporated under the Companies Act 1956/2013 or a Limited Liability Partnership (LLP), coming together to submit a Proposal in accordance with this RFP. "Lead

Member" in respect of a Bidder where the Bidder is a Consortium, shall mean such company or LLP, which is named and identified as such in the Proposal and fulfils the Eligibility Criteria.

3. DISCLAIMER

The information contained in this bid document or subsequently provided to bidder(s), whether verbally or in documentary or any other form by or on behalf of ITPO is provided to Investors/Bidder(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided. By acceptance of this tender document, the recipient further agrees that this tender document may not be distributed, reproduced or used for any other purpose than selection of a vendor for providing allencompassing turnkey solution for attendee registrations, both online and onsite, including online and onsite sale of entry tickets and tech driven ground management solutions during fairs 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 to day 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

Scope of work shall include -

I. COMPUTERIZED TICKET SELLING SYSTEM

 For ticketed events at Pragati Maidan, New Delhi, manning and operation of the computerized ticket selling counters shall be the sole responsibility of the successful bidder at their risk and cost by mobilizing their resources and trained manpower. Adequate trained manpower should be deployed for complete duration of operation of the ticket selling counters as per the requirement.

- 2. The tickets to be sold to visitors may be issued from computerized counters or from other power driven machines. Thus the personnel deployed for operating ticket counters must be well conversant and capable of operating computers and other power driven machines for issuing entry tickets.
- 3. The agency shall procure, commission, undertake operations & maintenance of all the computer systems, ticket printing devices, UPS etc. to be installed in computerized ticket selling counters/ booths and ensure that all the computers are in operational mode.
- 4. The agency may be required to render additional services by way of operating additional ticket counters for selling tickets throughout the visiting hours. Such requirement will be intimated to the agency in advance. Hence, the agency must be able to deploy additional personnel for operating additional ticket counters on short notice.

II. VISITOR & GATE MANAGEMENT SERVICES DURING EXHIBITIONS/EVENTS

- A. **Ticket Booking Portal and Mobile App:** The agency shall develop/provide web based ticket booking portal and similar Mobile App on Android and iOS platforms for booking of tickets with following features:
 - Allowing users to create accounts in different service categories, sign in, and manage their profiles with photograph as per requirements shared by ITPO.
 - Allowing users to download tickets in printable format which is to be sent on e-mail of
 user in the form of .pdf etc. and also on mobile as e-ticket/m-ticket. However, no extra
 cost will be paid for this.
 - Allowing users to download/print multiple tickets from single account.
 - Displaying a variety of events if so asked by ITPO.
 - Facilitating the secure purchase of tickets using various payment methods.
 - Integrating payment gateways to the ITPO's account to process transactions securely and efficiently.
 - Sending confirmation emails or digital receipts to users after successful purchases.
 - Offering a responsive design or dedicated mobile app (on both platforms Android and IOs) for easy access and ticket buying on smartphones.
 - Providing customer service options for inquiries, refunds, or assistance with purchases.
 - Allowing users to share their purchased tickets or favorite events on social media platforms.
 - Sending notifications about upcoming events, special offers, or changes to events users are interested in.

- Displaying event details, schedules, artists, and venue information.
- Implementing measures to protect user data and payment information.
- Clearly communicating the refund and exchange policies for purchased tickets.
- Coordinating with event venues to ensure smooth entry using digital or physical tickets.
- Gathering data on user preferences, sales, and website/app performance for future enhancements.
- Offering promotional codes, discounts, or early bird specials to attract more users, as decided by ITPO.
- Providing options for users to interact in different languages.
- Allowing users to provide feedback and rate their experiences with purchased tickets and events.
- B. The agency shall be responsible for generation of all the QR codes required to be printed on the e-tickets, physical tickets, complementary tickets, seasonal tickets, services badges etc. The ticket booking portal and mobile app will be required to be integrated with the backend application of the access control system deployed at Pragati Maidan.
- C. The agency shall deploy Ticket Vending Machines as per requirement of ITPO and manpower, if needed. Ticket Vending Machines must be equipped with a user friendly interface and capable to print event tickets efficiently.
- D. The agency shall design the ticket as per requirement of ITPO, if needed.

E. Event Days:-

- i. Ensure readiness of all onsite registrations and ticket selling / scanning counters.
- ii. Deployment and training of adequate staff for proper management.
- iii. Crowd queuing with the help of security agencies.
- iv. Setting up information counters with help-desk & ushers to guide visitors during fairs as per requirement of ITPO during any particular event/exhibition.
- v. Visitor registration data collection quality monitoring.
- vi. Supervise Entry / exit scanning of visitors at exhibition halls and entry/exit gates.
- F. **Venue Recce:** The complete manpower set up/entry set up, visitor registration counters planning is to be identified and planned for on ground requirements, through a practical and experienced approach as per different event. The vendor will communicate the requirement of manpower before each event to ITPO.
- G. **Gate Entry Management:** The agency will deploy and train the provided manpower for managing the lanes at all the gates for public, exhibitors and vendors entry at the venue. The agency needs to scan each and every online and offline ticket for providing

entry in Pragati Maidan. The deployed manpower shall be distributed to various gates of Pragati Maidan as per requirement and footfall for the event. In addition to the deployed manpower at gates, there shall be atleast one supervisor deployed at all gates. These supervisors will report to the Team Leader deployed from the agency onsite. The Team Leader will report to ITPO on daily basis or as per the requirement of ITPO.

H. Registration Process for Pre-registered Visitor:-

- i. Pre-registered visitor needs to show the e-badge/e-ticket at the ticket validation counters and will be scanned at the scanners mounted at the flap barriers.
- ii. In case if any visitor fails to get the e-badge/e-ticket then the registration personnel will ask for Unique Registration Number (URN) and the system should be able to forward the e-badge / e-ticket onto the registered email id / mobile number of the registered visitor.

I. Visitor Data Collation Process:-

- i. The online visitor pre-registration link will be live during show days also and from a pre-fixed date (as decided by ITPO) or atleast 7 days prior to the event, failing which penalty @ 2% of the patcular events work order value or part thereof shall be charged Rs.20,000/- per day of delay.
- ii. The excel file will have the below details of the visitor:
 - URN (Unique Reference Number)
 - First name
 - Last name
 - Designation
 - Company name
 - Email id
 - Mobile number
 - City
 - State
 - Country
- iii. An SMS & Email blast to all the visitor pre-registered informing about their respected URN's may be done by the vendor. The cost towards SMS gateway & E-mail Sender Services will be borne by the vendor. The frequency / templates for the SMS/Email will be finalized in consultation with ITPO.

J. Registration Process for on-spot Visitors:-

- i. The agency will provide technology driven onsite registration process
- ii. On spot visitors will be directed to the form filling counters.
- iii. They fill up the entire registration form (To be provided, designed as per ITPO's requirements and printed by the successful bidder, and will be directed to the on-spot

- registration counters.)
- iv. The registration personnel will complete registration on behalf of the on-spot visitors and issue e-badge / e-ticket to the registered visitors on their registered email and mobile number.
- v. The visitor will then walk to the entry gate where visitors' badge/e-ticket will be scanned via scanners at the installed flap barriers.

Note: - As pre-registration link will also be live during show days, the visitors can opt to register online and receive e-badge/e-ticket (there will be QR code stickers with pre-registration link embedded will be placed at the venue as per the locations decided by ITPO).

K. Pre-event, During Event and Post Event Reports:-

- i. Every EOD (End of Day) counts will be shared by the vendor to ITPO for the total number of visitors entered to the show.
- ii. Bifurcation for same will be given as follows:
 - a) Pre-registered visitors xyz nos.
 - b) On spot visitors Delhi xyz nos.
 - c) On spot visitors outstation xyz nos. (This is visitor count apart from Delhi)
 - d) On spot visitors international xyz nos.
 - e) VIPs xyz nos.
- iii. The above counts will also be shared everyday on hourly basis or in intervals depending on the flow of the visitors during the show (as per format and frequency required by ITPO). Penalty to the tune of Rs.50,000/- per incident of default shall be chargeable in case of default in the above tender terms.
- iv. Repeat visitor counts may also be shared.
- v. Consolidated post-event reports inter-alia including all above analytics, registration/ ticket sale data for the entire event, records of all unsuccessful registrants/ failed ticket bookings etc. need to be shared by the vendor within seven (7) days of conclusion of the event, failing which penalty of Rs.1,00,000/- per event shall be chargeable.
- vi. Ticket sale/ registration data and ticket validation data at the gates also need to be submitted on daily basis; the same day, during the event (including pre-event and event days) failing which penalty of Rs.50,000/- per day per event shall be chargeable.

L. Roles And Responsibilities:-

i. Walkie Talkie(s) for the deployed manpower, vendor team and fair organizer team for coordination between the registration locations & crowd management shall be

arranged by the vendor at their own cost. Any event of default in the above mentioned contract term may attract a penalty of Rs.50,000/- chargeable for each event of default notified in writing by ITPO to the vendor.

- ii. Training: The Agency will brief and train the manpower deployed for managing the lanes at all the gates for public, exhibitors and vendors entry at the venue.
- iii. Visitor registration forms to be printed and arranged by the vendor, if needed.
- iv. Storage space with locking facility preferably at all registration locations will be provided by the ITPO, subject to availability, at no additional cost.
- v. Internet Connectivity at the registration locations and halls locations will be arranged by ITPO, as per requirement of the event. Cost for internet connections at the temporary/permanent ticket selling counters & registration counters will be borne by ITPO.
- vi. Fabrication of registration counters/ physical ticket distribution counters will be done by the ITPO.
- vii. The contractor will utilize the Access Control Systems, those provided by ITPO and will deploy their own Access Control Systems' equipments along with associated peripherals for access controlled crowd management system at the gates and/or Halls etc, if needed.

M. 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 online tickets/ onsite ticket sales/ business visitors registrations will go directly to 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 paymentaggregator and treated as required.
- ii. The contractor will not be allowed to collect the Convenience Fee/ Commission over & above the cost of tickets/ registration fees. 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.

8. ELIGIBILITY CRITERIA:-

Sr. NO.	CRITERION	SUPPORTING DOCUMENT
1)	Bidder should be registered either as a Company under Companies Act 1956/2013 or as Limited Liability Partnership or Joint Venture/Consortium, as the case may be, and should be in existence for not less than five years as on 31.3.2023.	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.50.00 Lakh in last 5 financial years i.e. FY 2022-23, 2021-22, 2020-21, 2019-20 and 2018-19.	Duly signed & stamped copies of balance sheets and a Certificate from a Chartered Accountant for the five (5) financial years are to be provided as supporting documents.
3)	The Tenderer (Lead partner in case of JV/Consortium) should have undertaken and successfully executed three similar works during last five financial years in any Central Government/ State Government/ Autonomous Bodies/Public Sector Undertakings/ Local Bodies/ Municipalities / reputed private oragnisations. In case the contract prevailed for duration more than one year, the average value of work done in a year may be worked out accordingly. The contract for duration of less than one year shall not be considered. Note: Work referred above should be in the name of the Tenderer/Bidder as a single entity and not aggregates of joint venture firms/associates or cartels.	 List of such organizations with contact nos. where the Tenderer/Bidder is currently providing/ has earlier provided similar kind of services. Copies of work orders and completion certificates / performance certificate from such organisations in support of their claim must be attached.
	Successfully executed work' shall mean work under one contract with extension/s during the period April to March (last three financial years). Similar nature of work shall mean Operation and Management of Computerized Ticketing Counters or similar services involving manpower	

	deployment for computerised billing counters /POS terminals in a public place involving cash, card and digital transactions and for operation of computers.	
4)	Should be in possession of (a) Trade License, if applicable (b) PAN Card [in the name of Company/Firm or Proprietor]: (c) EPF/PF Registration, if applicable (d) ESI Registration (e) Professional Tax registration (g) Labour License/Registration Certificate under the Contract Labour Act, 1970 (h) GST Registration.	Copy of relevant registration certificate to be provided as documentary proof.
5)	The bidder should not be blacklisted by any Govt./Semi Govt. organization or PSU as on the date of bid submission.	An undertaking to this effect has to be submitted alongwith the technical bid.
6)	The bidder must deposit Earnest Money Deposit (EMD) of Rs.5,00,000/- (Rupees Five Lakh Only) through RTGS/ NEFT in favour of "India Trade Promotion Organisation" payable at New Delhi as per bank details given in Annexure-9.	Transaction Details/Exemption Proof.
7)	The bidder must deposit non-refundable tender fee of Rs.11,800/- (Rupees Eleven Thousand Eight Hundred Only, including 18% GST) through RTGS/ NEFT in favour of "India Trade Promotion Organisation" payable at New Delhi as per bank details given in Annexure-9.	Transaction Details/Exemption Proof.

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

Conditions for Consortium:

 In case of a Consortium, at least one member must be company registered under the Companies Act, 2013/1956 or a Limited Liability Partnership (LLP). No change in the constitution of Consortium will be allowed except in accordance with the provisions of this RFP and the Service Agreement.

- One of the Consortium members would be required to be nominated as Lead Member. Such Lead Member shall hold authorization in the form of Power of Attorney from all other members of the Consortium. A copy of the Joint Bidding Agreement duly certified as true copy by the Lead Member shall be submitted with the Proposal.
- 3. In case the Bidder is a Consortium, the following requirements pertaining to Consortium shall be complied with:
 - i There can only be maximum of 2 (Two) members in a Consortium. i.e., Lead Member and second member
 - ii In case one or more members is/are limited companies, the following documents shall be submitted:
 - a) Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a Joint Bidding Agreement, authorising MD or one of the Directors or Managers of the Company to sign joint bidding agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other and on behalf of the company.
 - b) Copy of Memorandum and Articles of Association of the Company authorising the person to do/act mentioned in the para(a) above.
 - Both the Members of the Consortium must jointly qualify the pre-qualification criteria as set out in this RFP including the Technical and Financial Capability requirements as per the scope allocation submitted by the Consortium in the Joint Bidding Agreement. However, both the members of the consortium should be individually fulfill the criteria no. 8(6)
 - iv All members of the Consortium shall be liable jointly and severally for the execution of the services in accordance with the terms of the Service Agreement and a statement to this effect shall be included in the Joint Bidding Agreement. ITPO may require such documents / undertakings/ indemnities as it may deem fit from the Consortium members before or at the time of issuance of Letter of Intent to Award/signing of the Service Agreement.
 - v The Lead Member nominated at the time of submission of the Proposal shall continue to be the Lead Member. Such Lead Member shall hold authorization in the form of Power of Attorney. The Proposal must designate one or more person(s) to represent the Bidder in its dealings with ITPO. Unless specifically advised to the contrary, ITPO will assume that the person (s) designated is authorized to perform all tasks, including, but not limited to, providing information, responding to inquiries and entering into contractual commitments on behalf of the Company or the Consortium as the case may be.
 - vi Each member of the Consortium shall submit a signed letter (on the company's Letter Head) with the Proposal, which states that, the said member:
 - a) Has reviewed the entire Proposal.

- b) Is in accord with each key element of the Proposal, including, but not limited to, its technical and price components, description of the member's responsibilities and commitments to the RFP and Service Agreement, and the designated person(s) who will represent the Consortium during the negotiation process.
- c) Has participated in only one Proposal for this RFP.
- d) Each of the Consortium members will be jointly and severally liable to ITPO.
- vii All pertinent information that may affect the performance of the responsibilities of any Consortium member such as ongoing litigation, financial distress, or any other such matter must be disclose.

9. CRITERIA FOR EVALUATION: -

i) Bidders are required to qualify all the conditions of the clause no. 8. "Eligibility Criteria". Technical solution presentation will be required to be given by all the bidders qualifying technical eligibility criteria.

ii) Evaluation of technical proposal:

Technical solution will be examined as per the evaluation process detailed in Annexure-10. Those bidders whose Technical marks as per the Technical evaluation criteria (Annexure-10) is 70 marks or more out of 100 shall be declared as qualified for evaluation of their Financial Proposals. Bidders who have secured less than 70 marks shall be rejected. The bidder with highest marks (TM) will be given a Technical Score (ST) of 100 points. The Technical Scores of other Applicants will be computed as follows:

$STx = 100 \times T/TM$

(T = Technical marks scored as per Technical Evaluation criteria mentioned at Annexure-10)

Financial bids of only those bidders who qualify minimum eligibility criteria as outlined in clause no. 8 "Eligibility Criteria" and secure a minimum of Seventy (70) marks as per evaluation process given in Annexure-10 will be considered for opening of the financial bids.

iii) Evaluation of Financial Proposal:

Each Financial Proposal will be assigned a financial score (SF) as per formula given below. The Financial Proposal shall be deemed as final and reflecting the total indicative cost of services. Omissions, if any, in costing any item shall not entitle the Service Provider to be compensated and the liability to fulfill its obligations as per the scope of work in the tender within the total quoted price, shall be that of the Service Provider. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

 $SF = 100 \times FM/F$

(F = Amount of Financial Proposal)

iv) Combined and Final Evaluation

Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

 $S = ST \times Tw + SF \times Fw$

Where, Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.6 and 0.4 respectively.

v) Contract will be awarded to the bidder with highest combined score, the bidder with second highest score shall be kept in reserve and may be invited for negotiations in case the first-ranked bidder withdraws, or fails to comply with the requirements specified in the RFP.

10. 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.

11. TENDER EVALUATION COMMITTEE

ITPO will constitute the Tender Evaluation Committee. 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).

12. 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.

13. 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.

14. PERIOD OF VALIDITY OF BID

- i. **Validity Period:-** Bids shall remain valid for 45 days after the date of bid opening prescribed by ITPO; ITPO holds the right to reject a bid valid for a period shorter than 45 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 tender document by the issuance of Addendum/ Corrigendum and posting it on the official website of ITPO and CPP portal.

15. 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.

16. 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.
- v. The Contractor shall give a demonstration of the complete solution preparedness to ITPO, be it ticketed event or involving visitor's registration, atleast seven (7) days prior to commencement of the event. Failure to do so may attract a penalty to the tune of the 5% of the total work order value for the entire event, for each day of delay. Failure to deliver the required security audited software ready in all respects, atleast 3 days prior to any event, may attract forfeiture of performance security, termination of the contract and blacklisting of the contractor for a period of Two(2) years as per suitable tenure as per extent guidelines.
- 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 a written notice to the contractor.
- 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 charges quoted by the bidder in the Item rate 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 prior 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. The agency will ensure compliance of the relevant Acts by itself or through its authorized service provider(s) as per applicable laws. Applicable payment to the agency shall only be released subject to full compliance related to minimum wages, EPF/ESIC etc. and submission of relevant supporting documents to ITPO.
- xiv. All the data generated through the system and the process shall be the sole property of ITPO and data security and confidentiality shall be the responsibility of the vendor. The vendor also needs to sign a Non-Disclosure Agreement with ITPO during the phase of signing of the contract agreement. The vendor will get created or mirrored hosting site at ITPO's own data center or any other authorized data center, if needed. The cost for the same shall be borne by ITPO.
- xv. The successful bidder will be given exclusive rights to provide the contracted

services for all the exhibitions organized by ITPO in Pragati Maidan, New Delhi during the contract/ extended contract term. However, ITPO reserves the rights to allow alternate vendor for the similar services in any event in exceptional circumstances, at its sole discretion without assigning any reason whatsoever.

xvi. The manpower proposed to be deployed at the ticket selling counters, registration counters, helpdesk, ticket validation counters etc. should be a mix of male and female staff, should have good communication skills both in English and Hindi, should be presentable and should be dressed in proper uniforms decided in consultation with ITPO. The manpower proposed to be deployed will be interviewed by ITPO Committee prior to commencement of the event and the resources found suitable shall only be deployed during the event. Non-compliance may attract a penalty to the tune of 10% of the total work order value for the event or part thereof depending on severity of the default.

17. 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.

18. 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 with highest combined evaluation score 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 reject any or all the tenders without assigning any reason thereof.

Tendering/Subsequent award of job shall not in any way entitle the contractor to have any exclusive rights and privileges.

19. AWARD CRITERIA

Preliminary Scrutiny: ITPO will scrutinize the offers to determine whether theyare 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.

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.

20. 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 to Award (LoIA) and shall communicate his acceptance in writing to enter into the contract with ITPO within three (3) days from the receipt of the LoIA.

21. SIGNING OF AGREEMENT

For signing of agreement pursuant to the bidder acknowledging the Letter of Acceptance, the Bidder and the ITPO shall promptly and in no event later than 7 days from the date of acknowledgement of the Letter of Acceptance, sign the contract. ITPO shall have the right and authority to negotiate certain terms with the successful Bidder before signing of the Contract. The signing of Contract shall amount to award of contract and the Bidder shall initiate the execution of work as specified in the Contract.

22. PERFORMANCE GUARANTEE (PG)

The successful bidder/ contractor will be required to deposit a Performance Guarantee amounting to Rs.3,00,000/- (Rupees Three Lakh Only) in the form of Demand Draft favouring "India Trade Promotion Organisation" payable at New Delhi for the contractual period and no interest shall be payable on this amount. 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 maximum after 90 days 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. Breach 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.

23. PERIOD OF THE CONTRACT & PAYMENT TERMS

- a) No Boarding, Lodging, TA, DA or any other expenses shall be paid by ITPO for providing contracted services.
- b) The contract shall be initially for a period of three (3) years to be renewed on annual basis subject to rendering of satisfactory services by the vendor and at the sole discretion of ITPO, New Delhi. The contract shall be extendable for another 2 years at the same rates and terms & conditions, on mutual agreement.

c) The pre-decided payment(s) against the work awarded 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 required reports, EPF & ESIC compliance related document, wage registers of the deployed employees etc. It will be the successful bidder's responsibility to ensure deposit of EPF and ESIC contributions in respect of all the applicable personnel deployed for providing required services during events and submit supporting documents along with the invoices, mandatorily required for payment release.

24. EXPENSES FOR THE CONTRACT

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

25. FAILURE TO ABIDE BY THE CONTRACT

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

26. GOVERNING LAW

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

27. DISPUTE RESOLUTION MECHANISM AND GOVERNING LAW

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.

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

- The bidder shall 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.

29. 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.

30. 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.

31. 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 loss caused because of harm or to any third party any such Contractor/Agency misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs. 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.

32. 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.

33. 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 stamped Power-of- Attorney accompanying the bid document shall support the letter of authorization. Bid will not be considered valid without aforesaid documents. 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.

34. 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.

35. 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.

36. OPENING OF COMMERCIAL BIDS

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

37. 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.

38. 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.

39. 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.

40. 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.

41. COMPLIANCE WITH STATUTORY OBLIGATIONS

a. The contractor shall be responsible for ensuring compliance with provisions of related 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 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.
- 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) hithertoin 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 welfarewill 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 bidderand shall be open for inspection by an authorized representative of ITPO/third party authorized by ITPO and Government Agencies.

42. 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; with notice period of 15 days, 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.

General Manager I.T. Services Division ITPO

ANNEXURE-1

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

TECHNICAL BID

Tender Ref. No.	ITPO/ITSD/CTS-VGMS/2023	Date: dd/mm/vvvv
Tender Ref. No.	.11PO/ITSD/CTS-VGMS/2023	Date: dd/mm/

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

Sub: Bid Application/ Technical Bid.

S. No.	Item Description	Particulars
1.	The Bidder applying is Single bidder or	
	Consortium (please specify)	
2.	Name of the Company or Consortium Name	
	Lead Member Name	
	Other Consortium Members Name	
3.	Mailing address	
4.	Contact Executive Details (Name, Designation,	
	Mobile No. and Email Id)	
5.	Telephone no. of the company	
6.	Website of the company	
7.	GSTIN	
8.	PAN	
9.	Registration no. of the company	
10.	Details of EMD	
11.	Details of Tender Fees	

Yours sincerely	
(Authorized Signatory Name	
Designationany stamp/ Seal	Compa

ANNEXURE-2

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

Tender Ref. No. ITPO/ITSD/CTS-VGMS/2023	Date:- dd/mm/yyyy
The General Manger I.T. Services Division India Trade Promotion Organisation Pragati Maidan New Delhi-110001	
Sub: Letter of undertaking regarding acceptance of Terms & Cond	ditions.
Dear Sir,	
With reference to tender no. ITPO/ITSD/CTS-VGMS/2023 dated dd/m our bid in the prescribed format as desired by ITPO. We hereby conditions prescribed in the bid document.	• • • • •
Thanking you.	
	Yours sincerely,

Authorized Signatory

Name.....

Designation.....

Company stamp/ Seal.....

<u>FORMAT FOR POWER OF ATTORNEY FOR NOMINATING/ APPOINTING – AUTHORISED SIGNATORY</u>

of the registered office) do hereby constitute, nominate, appoint and authorize Mr. /Ms.
son/daughter/wife of and presently residing
atwho is presently employed with us and holding the position
of as our true and lawful attorney (hereinafter referred to as the "Authorized
Signatory or Attorney") to do in our name and on our behalf, all such acts, deeds and things as
are necessary or required in connection with or incidental to submission of our Proposal for
Invitation of online bids for selection of an agency for providing computerized ticket selling
system and visitor & gate management services during exhibitions/events organized at Pragati
Maidan, New Delhi., including but not limited to signing and submission of all applications,
proposals and other documents and writings, and providing information/ responses to ITPO,
representing us in all matters before ITPO, signing and execution of all contracts and
undertakings consequent to acceptance of our proposal and generally dealing with ITPO in all
matters in connection with or relating to or arising out of our Proposal for the said Tender and/or
upon award thereof to us.
AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or
caused to be done by our said Authorized Signatory or Attorney pursuant to and in exercise of
the powers conferred by this Power of Attorney and that all acts, deeds and things done by our
said Authorized Representative in exercise of the powers hereby conferred shall and shall
always be deemed to have been done by us.
IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS
POWER OF ATTORNEY ON THIS DAY OF, 2023
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 ofAttorney for the delegation of power hereunder on behalf of the bidder.

FORMAT FOR POWER OF ATTORNEY FOR THE AUTHORISED SIGNATORY

Date: dd/mm/yyyy
ed , we hereby, out necessary bid formalities bid documents and contract /
Yours sincerely,
() Authorized Signatory Name gnation amp/ Seal

CERTIFICATE IN SUPPORT OF FINANCIAL TURNOVER

Tender Ref. No. ITPO/ITSD/CTS-VGMS/2023	Date: dd/mm/yyyy
---	------------------

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

Sub: CERTIFICATE IN SUPPORT OF FINANCIAL TURNOVER.

Dear Sir,

In response to the tender reference no. ITPO/ITSD/CTS-VGMS/2023 dated $\underline{}$, 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.	2017-18	
2.	2018-19	
3.	2019-20	
4.	2020-21	
5.	2021-22	

Thanking You.

	()
	Authorized S	ignatory
Name of the Chartered Accou	untant	
Registration no. with Seal		
Contact No		

Yours sincerely,

UNDERTAKING APROPOS NOT BEING BARRED/BLACK LISTED

The General Manager I.T. Services Division

Company stamp/ Seal.....

INDEMNIFICTAION UNDERTAKING

The General Manager I.T. Services Division India Trade Promotion Organisation Pragati Maidan New Delhi-110001
Ref: Tender Ref. No. ITPO/ITSD/CTS-VGMS/2023 dated
Sub: INDEMNIFICTAION UNDERTAKING.
Dear Sir,
We hereby indemnify ITPO against any loss, damage that it may sustain or any claim made against itor 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......

Company stamp/ Seal.....

Designation.....

PROFORMA OF CONTRACT AGREEMENT

This Agreement (which shall include it's 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-110001 (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,	
shall be referred to as "the Contractor/successfu to its meaning or context thereof, shall include it permitted assignees) as OTHER PART. The 20 utpo 20 (Bidding Docudated dd/mm/yyyy). The Contractor, under this provide service(s) in a professional manner as pebidding document and the Company will paythe significant provided as per the agreed bidding/contract document. The Successful bidding/contract document. The Successful bidding-period / Warranty Period, if specifically mention executed/service provided by him/them. All the sacceptance and its enclosures including bidding applicable and binding for this Agreement.	ts executors, administrators, successors and his contract shall be effective from the ment Ref. no. ITPO/ITSD/CTS-VGMS/2023 Agreement, shall execute the subject job / er the detailed scope of work as defined in the Successful bidder for execution of the subject d payment terms and conditions of the der shall also be liable forthe Defect Liability oned in the bidding document, for the job terms and conditions of the Detailed Letter of
In witness whereof the parties have executed the Delivered Signed and Delivered	is Agreement on DD/MM/YYYY. Signed and
For and on behalf of India Trade Promotion Organisation Name: Designation: Date: Place:	
For and on behalf of Other Part	
Name: Designation: Date: Place:	

Witness 2:
Other Part:
Name:
Designation
Date:
Place:

BANK DETAILS of ITPO for EMD/ Tender Fee amount deposit

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

Sr. No.	Technical Evaluation Parameter	Evaluation Criterion Description	Maximum Marks
1.	Ticket Selling Experience	>=1,00,000 tickets per event (10 Marks) >=50,000 tickets to <1,00,000 tickets per event (8 Marks) <50,000 tickets per event (6 Marks)	10 Marks
2.	Years of experience in the required field	>9 years (10 years) >7 years to <=9 years (8 marks) >=5 years to <=7 years (8 marks)	10 Marks
3.	Average Annual Turnover (AAT) of minimum Rs.50.00 Lakh during last five financial years ending 31.03.2022 i.e. F.Y. 2022-23, 2021-22, 2020-21, 2019-20 and 2018-19.	> <u>5 Crore</u> (10 marks) > <u>2 Crore</u> to <= <u>5 Crore</u> (8 marks) >= <u>50 Lakh</u> to <= <u>2 Crore</u> (6 marks)	10 Marks
4.	Similar work carried out in the required field	One Annual Contract > 50 Lakh (10 Marks) One Annual Contract > 20 Lakhs to <= 50 Lakh (8 Marks) One Annual Contract of value of 20 Lakh OR Two Annual Contracts of value of 12.50 Lakh OR Three Annual Contracts of value of 10 Lakh (6 Marks)	10 Marks
5.	Product Demonstration and Presentation	Approach and Methodology with Presentation including proposed solution and its components, understanding of challenges likely to be encountered and its proposed mitigation plan, process quality management SOPs, manpower deployment and statutory compliances plan, crowd management plan, backup planning and risk mitigation plans etc.	60 Marks

Visitor Ticketing

- 1. There are two ticketing Plaza in the complex, details as under:
 - Entry Plaza1
 - Entry Plaza2
- 2. All the pedestrian visitors enter the facility through a security check to Exhibition halls at Ground Level, from Gate No. 4, No. 6 and No.10.
- 3. Visitors arriving by cars or cabs in the basement drop-off area, go through the security check point at the basement located before the ticketing area in the Entry Plaza 1 or 2. The security checkpoint consists of a metal detector, physical frisking and baggage scanning.
- 4. Post the security check, the visitors go through the ticketing counters located in the basement.
- 5. Following items are provided for ticketing:
 - ☐ Entry Plaza 1 & 2; Basement & GF
 - > Ticketing Counters (provided by ITPO): There are Ticketing Counters with Data Points and UPS Points as per the detail given below:

Sr. No.	Location	Quantity of Ticket Selling Booths
1.	Entry Plaza1, GF: 21 Cubicles	42 Nos.
2.	Entry Plaza1, Basement	17 Nos.
3.	Entry Plaza 2, GF	6 Nos.
4.	Entry Plaza 2, Basement	14 Nos.

□ Ticket Scanners

Multi-purpose scanners with controllers that can scan RFID, 2D and 3D Bar codes and QR Codes are provided for scanning of tickets. These scanners are placed on the top of flap barriers with 'L' shaped opening type glass panels and are capable to read physical tickets issued by the ticketing counter as well as bar codes printed on papers for confirmed tickets received via an email, or QR codes received on.

□ Flap-Barriers

Barriers with normally closed flaps are provided. These flaps open when the ticket reader authenticates a valid ticket. The flaps open 90 degrees in line with the post and having height

1400-1500mm from the ground. The flaps are made of ABS plastics or high-density toughened glass and are non-pinching / non-scraping type. The flap barriers are heavy duty type meant for 24x7 industrial operation with design aesthetics, branding & stainless-steel finish. The location-wise details of the Flap-Barriers proposed to be installed as part of the access control system are as under:

Sr. No.	Location	Quantity of Flap-Barriers
1.	Entry Plaza1, GF: 21 Cubicles	38 Nos.
2.	Entry Plaza1, Basement	11 Nos.
3.	Entry Plaza 2, GF	12 Nos.
4.	Entry Plaza 2, Basement	17 Nos.

☐ Ticketing software with related hardware

The ticketing software with rack mountable Server are required for VMS. The supply of PC with printer (52 nos.) for ticketing counters will be in the scope of the vendor. Ticketing management software should be compatible with third party integration and payment gateway integration.

Service Level Agreement

The following Service Level Agreements shall be applicable to the contract:

- Implementation phase related performance levels: The SLAs under this category include installation and commissioning of software applications at DC and DR sites, delivery, installation, integration, and testing of all software applications required for the system to the satisfaction of the Purchaser and conforming to the Service Levels Agreed.
- Availability of Solutions: The target uptime for the web portal shall be 99.9% in a month, with any planned downtime for maintenance being agreed upon and communicated to the purchaser beforehand. Otherwise, it will attract the penalty of Rs.10,000/- hourly on pro rata basis.
- RTO (Recovery Time Objective): This measures the time taken to restore services back to normal after a disaster or disruption. The target RTO is less than 2 hours. Otherwise, it will attract the penalty of Rs.10,000/- hourly on pro rata basis.
- RPO (Recovery Point Objective): This measures the amount of data loss acceptable during a disaster or disruption. The target RPO is less than 30 minutes. Otherwise, it will attract the penalty of Rs.10,000/- hourly on pro rata basis.

PRICE SCHEDULE

Sr. No.	Item Description	Quantity	Rate (excl. taxes; in INR)
1	Services Charges		
1.01	Annual charges of Delivery, Customization, Implementation and Cloud Hosting of Ticket Selling Software(s) and Mobile App (both on android and IOs Platforms)		
1.02	Monthly charges for supply, operations and maintenance of Workstation, Printer, Network & Other Infrastructure Components (Per Ticket Selling Counter)		
1.03	Monthly charges for deployment of Ticket Selling Operator/Registration Counter Manning Professional/Usher		
1.04	Monthly Charges for deployment of Project Manager		
2	Equipments Hiring Cost		
2.01	Ticket/Badge Vending Machine Hiring Cost (Per Day)		
2.02	Laptop/Desktop Hiring Cost (Per Day)		
2.03	Wifi Router Hiring Cost (Per Day)		
2.04	Multifunction Printer with print, scan and copy function Hiring Cost (Per Day)		
2.05	UPS Hiring Cost (Per Day)		

Note:

- 1. The quantities mentioned in the item rate BOQ are tentative quantities for the purpose of evaluation of the bids. Actual hiring of equipments / services shall be as per requirement during different events and at the sole discretion of ITPO.
- 2. Ticket Selling Operator/Registration Counter Manning Professional/Usher should be minimum graduate with good communication skills.
- 3. The Project Manager proposed to be deployed should be minimum graduate with at least 8 years of experience in event management field.
- 4. Flap Barriers machines desired features are as under:
 - Brushless DC motor enabling high reliability and long lasting performance.
 - Energy efficient.
 - Safety sensor preventing clawing of flaps, ensuring pedestrian safety.
 - Better aesthetics with granite finish panel on the top and no sharp edges.
 - Flap material: acrylic.
 - Tail gating alert.
 - Bi-directional operation: can be used for both entry & exit.

- Configuration to single and multiple lanes enabling efficient use of space.
- Microprocessor based controller for smooth operation.
- Lane indicator displays whether passage is barred or free.
- Housing material: mild steel powder coated or stainless steel grade 304 or optional stainless steel grade 316.
- Integration with access control device.
- 5. The Access Control System proposed to be hired from the vendor need to be integrated with existing permanent Access Control System deployed at Pragati Maidan, New Delhi and with the ticket selling software(s) proposed to be utilized as part of the entire solution.
- 6. UPS to be provided should be of 600 VA capacity.
- 7. Laptop / Desktop to be provided should be minimum i7 configuration with 8 GB RAM and 256 GB SSD