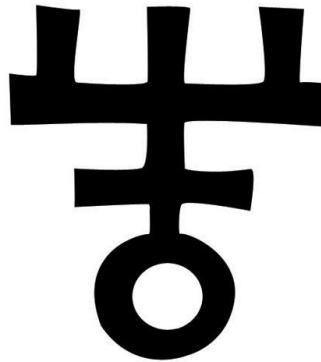


INDIA TRADE PROMOTION ORGANISATION

ITPO/ITSD/Online Space Booking/2016

Date: 18-03-2016



Tender Document for:

Development and Maintenance of Online Space Booking
web-based software



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

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

Date :-18-03-2016

Subject : Development and Maintenance of Online Space web-based software

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

Important Information

Cost of tender document	Rs.525/- including 5% D-VAT through demand/bank draft favouring ITPO.
Earnest Money Deposit	Rs. 45,000/- through demand/bank draft favouring ITPO.
Bid Document Download / Sale Start Date	18-03-2016
Last date for submission	28-03-2016 (3.00 pm)
Opening of Technical bids	29-03-2016 (3.30 pm)

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

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1. REQUEST FOR PROPOSAL

i. Objective

This RFP (Request for Proposal) is issued as a request for %Selection of an agency for **Development and Maintenance of Online Space Booking web-based software.**

ii. The Client – ITPO

India Trade Promotion Organisation (ITPO), a premier trade promotion organization, manages India's premier trade fair complex, Pragati Maidan in New Delhi. The major domestic events organised by ITPO are as under:-

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

2. DEFINITIONS

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

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

“ITPO” - ITPO means India Trade Promotion Organization.

3. DISCLAIMER

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

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

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

4. INTERPRETATION

In this Tender Document, unless the context otherwise requires,

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

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

and

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

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

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

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

(e) The headings and sub-headings are inserted for convenience only and shall

not affect the construction and interpretation of this Tender Document. References to the word ~~%include+~~ and ~~%including+~~ shall be construed without limitation. Any reference today shall mean a reference to a calendar day including Saturday and Sunday.

5. DUE DILIGENCE

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications in this Tender Document. The Bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid not responsive to the Tender Document in every respect will be at the Bidder's risk and may result in rejection of the bid. ITPO shall at its sole discretion be entitled to determine the adequacy / sufficiency of the information provided by the Bidder.

6. COST OF BIDDING

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

7. SCOPE OF THE WORK:

India Trade Promotion Organization is endeavouring to provide the facility of online space booking to the potential exhibitors for regular select events for greater transparency and ease of doing business.

The online space booking module among others shall include (i) creation of online interactive web based forms with linkages to layouts & other databases (ii) capturing, tabulating online data from these forms (iii) generating reports, monitoring statements, invoices, badge information, generation of allotment letters etc. (iv) e-mail to potential participants etc.

The broad scope of work is given below:

Sr. No.	Description								
1	<p><u>DEVELOPMENT OF SPACE BOOKING SOFTWARE</u></p> <p><u>Basic Process Flow:</u></p> <ul style="list-style-type: none">• Web based software for booking of exhibitor space in fairs organized by ITPO• The option for booking space online shall be available on home page of all the fair websites.• As soon as the applicant clicks on the button %Book Exhibition Space+he will get an online form.• The user will select the drop-down list of exhibition for which he wants to book the space.• After selecting the product category in the next step the user will get the details of layout of the Halls available for that particular product category.• The user will select Stall number from the layout and shall proceed towards booking by keying in other relevant details required by ITPO such as personal details, company details, compliance details, VAT, PAN, TAN, etc.• User will also upload the scanned copies of all the necessary documents.<ul style="list-style-type: none">a. Booking amount will be decided on the run-time by the software based on the number of days left to start the event:-<table><tr><th>Days left to for the start of event</th><th>Booking amount (as percentage of the total amount)</th></tr><tr><td>More than 60 days</td><td>50%</td></tr><tr><td>60-30 days</td><td>75%</td></tr><tr><td>Less than 30 days</td><td>100%</td></tr></table>• After completing the process of filling up Form the user will be re-directed to payment gateway of the respective Bank and will deposit the payment.• After successful deposit of payment user will be able to submit the form and after successful submission an acknowledgement shall be issued by the software to the applicant.• The software will screen the form based upon the criterias decided by ITPO to check the eligibility and correctness of the data submitted by the applicant. The criteria may include first-come-first-serve or any other method defined by the Competent	Days left to for the start of event	Booking amount (as percentage of the total amount)	More than 60 days	50%	60-30 days	75%	Less than 30 days	100%
Days left to for the start of event	Booking amount (as percentage of the total amount)								
More than 60 days	50%								
60-30 days	75%								
Less than 30 days	100%								

	<p>Authority/GM concerned from time to time and event to event basis.</p> <ul style="list-style-type: none"> • After successful screening a provisional allotment letter shall be issued to the applicant along with the request letter to submit the hard copies of the documents submitted along with the online form which has to be duly signed and stamped by the applicant. These documents should reach to ITPO within 5 days of submission of online form. • As soon as the hard copies are received in ITPO there will be a Manager concerned who will match the credentials from the hard copies received from the applicant with the online form submitted by the applicant to ensure that the correct scanned documents have been submitted online. • Verification of the application will be done, which will involve two-step process:- <ul style="list-style-type: none"> ○ Verification of payment by Finance Division. ○ Verification of Application by the concerned Fair Officer. ○ Finance Division within 10 days will verify the payment made by the party. This verification will be done in the software itself. • The Manager concerned will have authorization check-point in the software and will confirm %YES+or %NO+in the software by his secured login and password strictly within 10 working days from the date of online submission of the form. (Preferably through Digital Signature) • If the applicant makes the full payment, all the documents are in place and the Fair Officer verifies the application, the system will automatically make the Final Allotment. <ul style="list-style-type: none"> ○ A Unique Booking ID will be generated against the application. ○ Final allotment will be confirmed to the applicant via e-mail and SMS. ○ Invoice and other necessary documents will be e-mailed to the applicant automatically by the system in PDF format. • In case of IITF, Aahar and Leather Fairs, applicant will make the remaining payment within 10 days of provisional allotment. Reminders (e-mail and SMS) will be sent to the applicant to make full payment on . 5th, 7th, 9th and 10th days after the provisional allotment to make the full payment. <ul style="list-style-type: none"> ○ <i>If the applicant fails to make the full payment within the given timeline, than the 50% of the amount will be forfeited as penalty and the space will be marked vacant by the software. Space would thus be available for fresh allotment</i>
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- At the end of 10 days, system will automatically cancel provisional allotment if the Fair Officer does not approve the application. If so happens, than:-

50% of the amount deposited will be forfeited as penalty and the space will be marked vacant by the software.

Waitlist Provisions:-

- Once all the stalls are occupied, an applicant can make the application under Waitlisted Category.
- Only 10% of the booking amount will be taken against a waitlist application.
- Full refund will be provided in case stall could not be allotted to the party.
- Procedure for waitlist allocation:-
 - a. If a stall is vacated by means of cancellation or withdrawal, waitlist number-1 will be contacted by the Fair Team.
 - b. If waitlist number-1 refuses to accept the offer, waitlist number-2 will be contacted and so on.
 - c. Waitlist allocation power will be bestowed upon GM/DGM level.

Miscellaneous Provisions:

- 3-D Layout Plans to be provided by the Architecture Division of ITPO.
- An audit-trail will be created for each and every action taken on an application.
- Halls will be fixed for particular commodity/industry. This will be earmarked when the map is uploaded in the system. User will not be allowed to apply if the product profile does not match the prescribed commodity/industry.
- An overwriting power will be bestowed upon GM/DGM level, which will allow them to earmark particular area for a Foreign Participant/ Government Body/ Focus State /Focus Country, etc.
- The proposed online booking system will be used by all the domestic fairs.
- Online booking shall be opened/launched only after area from Government Departments/ Ministries/ State Governments/ Foreign participants have been earmarked. This area shall not be available for booking to private individuals/ domestic applicants.

However, the allotment of space to Government Departments/ Ministries/ State Governments/ Foreign participants shall also be through Online system only.

- Currently five types of exhibitors (a) Domestic Participant (b) Foreign Participant (c) Government Participant (d) Group Participation and (e) New Young Entrepreneurs
This may increase/decrease depending on the requirement
- System to apply online for Badges (Badges Submission Form as per eligibility with photograph.)
- Catalogue Entry system/form.
- Generate report in PDF format of form submitted, consists of (a) Application form (b) Acknowledge List (c) Badges (d) Performa Invoice/revised invoices (serial numbering to be done as per ITPO's requirement) (e) Layout Plan indicating the name of participants, passage, gates for entry and exit etc.
- Availability of print option for report
- The work will include generation of all intermediate reports, processing of data from receiving of applications to allotment of booth and generation of final report.
- There will be different user names and passwords created with different privileges / rights to modify/ validate/ added/ process the data as per specifications to be provided by ITPO.
- All the exhibitors who have been allotted the booths their details need to be displayed in Exhibitor data section
- This software will use best practices of developing any module such as single point data capturing etc.
- Customization for each fair: each fair will require certain degree of customization, for example, lay out plan including frequent changes of layout during marketing/ allotment stage etc and corresponding changes, space rent, premium charges, integrating it with the ITPO website, co-organizer's discount/share and other features which will be required from time to time.
- To make provision for special situations of rental to be informed by concerned department such as rental of mezzanine floor etc.
- To make Provision for additional facilities and payment for the same such as water, gas, electricity, advertisement space etc.

Vendor has to provide other value added services such as Sub-Domain Creation, Database Hosting Coordination, creation and tuning, Backup & Restore Facility, Virus and Spam Removal, System Log Maintenance, Traffic control & Monitoring, Database Management, Visitor Track Management and Analysis and Mail Account Creation.

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Hosting Service

	<ul style="list-style-type: none"> • Vendor may have to provide Hosting service. Rate for hosting service has to be quoted in the commercial bid. • If required, for hosting of online space web application, dedicated server space will be provided by vendor with latest hardware and software specifications. • The hardware and software provided must be good enough to handle the peak load during the booking opening days. • A detailed analysis of the peak load during the opening days has to be done by the vendor, and accordingly, suitable hardware will be commissioned by the vendor.
3	<p><u>INVOICE MODULE</u></p> <p>Generate following report (a) Invoice/revised invoices (b) Approval Letter (c) Allotment Letter (d) Refund (e) payment History (f) Processing of refunds for unsuccessful applicants (g) Hall wise revenue generation and other required reports.</p>
4	<p><u>ADMIN MODULE TO SUPPORT REQUIRED REPORTS</u></p> <p>General Report</p> <ul style="list-style-type: none"> • (a) Application Accepted (b) Application Rejected (c) Hall wise (d) Date wise (e) Product wise (f) Space/Area Booked (hall wise) (g) List of Domestic Participants, foreign Participants, Government Participants and Group Participation with constituents. • Provision of making booking through co-organizers including co-organisers share/discount. • After the full payment received automatic generation of allotment and possession letters with serial numbers based on the ranking system. • The nominated officers should be able to change ranking parameters on the basis of supporting documents through their computer. • If the choices requested by the participants could not be allotted, then a provision of accepting additional new choices should also be added subsequently and the subsequent allotment of stalls should be made on these new choices. • There should be provision to change layout quickly depending on different circumstances such as, in some fairs, bigger stalls are split into smaller ones and smaller ones are merged into bigger one during marketing or allotment stage etc. • Bar-Chart Diagram classifying the participant city-wise, state-wise, region-wise, sector-wise and product-wise, hall-wise, foreign & domestic etc. • Merging of web application data with the financial accounting management software maintained by ITPO & Finance Division.

	<ul style="list-style-type: none"> • A report to be generated for identification bare or shell for all the booked area, hall-wise, open area & vacant area time to time. • Data transfer to ITPO's server for trade fairs accounts management software for generation of Reports and generation of required reports. • To provide application database for display through Touch Screens Kiosks and/or LED/LCD screens in desired format (as per requirement). <ul style="list-style-type: none"> • To provide requisite information for printing of Fair catalogue in desired format. Data captured from application should be transferable to the printer so that catalogue of exhibitors keeps on being compiled without human interference with editing options. • Total hall wise / product wise summary of area sold across private, foreign, government and permanent state pavilion and total revenue generated for the fair. It includes water, gas, electricity and advertising space received from participants • Any other report as per requirement of ITPO. <p>Updating of Badges</p> <ul style="list-style-type: none"> • Submission of badges information as per eligibility with photograph. • To provide Exhibitor Badges database & processing of Bar Coded Exhibitor Badges, Complementary Invitation & Car Parking Stickers (as per requirement). • Report of exhibitor badges, complimentary passes and parking labels etc. issued to each participant. The Report to be classified under government sector, private sector, domestic participants, foreign participants and permanent pavilions (wherever applicable) etc. <p>Map & Layout Plans</p> <ul style="list-style-type: none"> • Digital map of Pragati Maidan will be prepared and for each fair depending upon number of halls. This map will be customized to show the location of the hall, routes from the entry gates for each hall. There should be facility to print the fair specific map for carrying during visit to the fair. • Layout plans of the hall arranged for various products and codify each stall with colour indicator for availability (vacant/ filled/ blocked for allotment). • Periodical updating of layout plans and display the same on the internet with full visibility within 24 hours. • All the stalls should be properly classified with single side, two side and three side and the island area and report should be generated by keeping in view these premium areas for covered area of halls and open areas.
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	<p>Allotment Report</p> <ul style="list-style-type: none"> • Ranking Application(Ranking the applications by allotting the grade system applied on various parameters given on application form) • Allotment report indicating the stall numbers, area, dimensions, layout plan showing entry and exit points. • A Report for additional requirements like water, electricity and other items need to be generated based on the online ordering and another copy need to be generated and linked to Engineering division. • Revenue generated by party for bare space, covered space, shell scheme across private, government, foreign companies. • Violation Report • Exit Permit Report • The violation report of participants based on the violation slip for identifying the violations done by the participant need to be generated with proper number and these need to be flagged in the Exit Permit Report. Exit Permit report need to be generated Hall-wise.
5	<p><u>PAYMENT GATEWAY</u></p> <ul style="list-style-type: none"> • The developer in coordination with ITPO's Finance Division shall integrate the website with the payment gateway for collection of amounts from the participants through credit cards, NEFT, RTGS, net banking. The vendor is also required to generate financial reports to reflect the payment received date wise, party wise, event wise or as per the requirements of ITPO. • The successful vendor will have to ensure installing all security features and certifications from Verisign/Entrust etc. • The payment report should also reflect unique ID, party name and payment amount. • Refer Annexure-VI for the list of Banks for events.
6	<p><u>MANPOWER SUPPORT</u></p> <ul style="list-style-type: none"> • The vendor will provide two(2) manpower to be stationed at ITPO Headquarters - <ul style="list-style-type: none"> ○ One Developer: <ul style="list-style-type: none"> ▪ Having degree such as BE/B. Tech/MCA/Graduate in Information Technology computer related field which is required to complete the work in specified time period and best possible manner. ▪ To undertake the required modifications and customization in the software ○ One Data Entry Operator: <ul style="list-style-type: none"> ▪ Having basic computer knowledge such as MS-Office and comfortable in English language ▪ For generating required reports ▪ Assisting the user division in case of any technical issues

	<ul style="list-style-type: none"> • The persons 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. It is clarified, that since marketing of each fair starts 8-10 months in advance, so customisation and software preparedness is required that time and it will be responsibility of this team to get it ready. At most of times more than one fair is being marketed so vendor is advised to do due diligence on this accounts and quotes accordingly. If he feels there will be additional manpower requirement. Since organization of fair is time bound activity so for all fairs, timelines will be decided accordingly by ITPO. All the manpower needs to be provided 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. • These executives will bring their own computer/Laptop/internet connection. The printer/ stationery and consumables are to be provided by the ITPO. ITPO will also provide sitting space, electricity, chair and table etc. to the vendor. • In addition, ITPO may require extra manpower close to fair dates, for this, rates are also required. ITPO at its discretion will decide the extra manpower required. This manpower will be generally in the form of Data Entry Operators who can help ITPO in filling the application on behalf of the exhibitors who cannot fill online application form and provide various statements o ITPO as per requirement. The data entry operator must be well conversant in MS office, MS word, Excel etc. and should know how to do processing of applications/generation of reports etc. • ITPO will provide the following documentation and program files related to the software: <ul style="list-style-type: none"> • System Design Document • User Manuals/Guide • Program Files/Source Code <p>The agency so selected shall use these documents, source code/program files etc. And run the system as per the requirements of ITPO. The agency so selected will have too handover the system to ITPO along with the aforementioned documentation (Latest Updated Versions) and program files/source codes etc. One month before completion of the contractual period.</p>
8	<u>EMAILING MODULE</u>

	<ul style="list-style-type: none"> • For correspondence to all participants
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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.
- 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.
- The successful bidder shall maintain the existing web portal without any additional cost to ITPO till roll out of the new web portal in live environment.

8. IMPLEMENTATION APPROACH

- Please note that the requirements stated IN scope of work above are the broad guidelines envisioned by ITPO regarding the online space booking and online ticketing software, and are to be used as a reference point. It is expected out of the appointed agency that as per the prevalent software development standards:
 - A **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.

9. TIMELINES

- A time period of 45 days will be given from the start of the contract period for completing the project
- A grace period of 15 days may be considered by ITPO in case if the bidder requests due to valid reasons.

10. ELIGIBILITY CRITERIA

S. No.	Criteria	Required Documents
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1	The bidder should be a Company registered in India under the Companies Act 1956/2013 or a partnership registered under the India Partnership Act 1932 with their registered office in India at least for the last five years.	Certificate of Incorporation and Copy of PAN card Copies of Articles of Association (in case of registered firms), Bye laws and certificate of registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm) should be submitted along with the technical bid. (PAN card is mandatory in all cases)
2	The bidder should be registered under VAT or Service Tax	Copies of VAT/TIN and Service Tax registration certificate (any one)
3	Vendor should have experience in providing end-to-end web based solutions	Please furnish 3 (three) work orders of the value of Rs. 15 Lakhs (Rupees Fifteen Lakhs) each or more and completion certificates certifying the same, secured by the bidder during the last five years. (i.e. up to January 31, 2016)
4	Vendor should not be black-listed (during the last five years) by any agency in Central / State / PSUs as on the bid submission date	Self declaration by the vendor, signed by the authorized signatory
5	The Vendor must be registered under PF and ESI ACT 1948	Copy of Certificates of both PF and ESI
6	The company should have for last 3 years an average turnover of Rs. 20 Lakhs (Rupees twenty lakhs only)	Audited copy of balance sheet for last three financial years i.e., 2012-13, 2013-14 and 2014-15 are to be provided as supporting document along with certificate from Chartered Account as per Annexure - III.
7	The bidder should have a software development office in operation in Delhi/NCR.	List of officers working in the office and their designation.
8	Bidder should be a certified CMM Level-3 organisation	Certificate copy verifying the CMM Level-3 status to be submitted.
9	Cost of Tender document Rs.525/- (including 5% DVAT)	Demand draft or Bank Pay Order in favour of India Trade Promotion

		Organization+, payable at New Delhi.
10	Earnest Money Deposit (EMD) of Rs. 45,000/- (Rupees forty five thousand only)	Demand draft or Bank Pay Order in favour of India Trade Promotion Organization+, payable at New Delhi.

11. PROCESSING FEE

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

12. 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.

13. UNDERTAKING

An undertaking from the Bidder stating the compliance with all the conditions of the Contract and Technical Specifications of the Bidding Document will be required, since no deviation will be acceptable to ITP (As per format at annex - I)

14. 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
- iv. If any additional man power is required, rates will be charged on pro-rata basis of the %Cost of additional man power (per person per year)+ as quoted in commercial bid.

15. 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.

16. 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.

17. COMPLIANCE WITH STATUTORY OBLIGATIONS

- The bidder shall be responsible for ensuring compliance with provisions of related Labour Laws (Central/State) and specifically factory Act, Minimum Wages Act, Payment of wages Act, PF Act ,ESI Act, Payment of Bonus Act, Contract Labour (R&A) Act, Workmen Compensation Act etc. as applicable from time to time. The bidder shall be solely responsible for any cost and

consequences on account of any breach and or non-compliance of any of the provisions of the Labour laws. The service provider shall indemnify ITPO against any claims/costs/damages and Penalties in respect of breach of the any of the provisions of the laws in force.

- It shall be the responsibility of successful bidder to comply with all liabilities arising out of any provisions of Labour Acts/Enactments (including PF/ESI/INSURANCE) hitherto in force or enacted from time to time during the term of the contract. In case of any breach, the successful bidder shall immediately notify ITPO in this regard.
- The employees of the Successful bidder shall not be deemed to be employees of ITPO; hence the compliance of the Laws with respect to its/their employee/their welfare will be the sole responsibility of the Successful Bidder. ITPO does not bind itself to provide any Canteen, Medical & Transport facilities inside or outside ITPO.
- The successful bidder will maintain attendance register & wage register of its employees.
- The successful bidder shall take out a Workmen Compensation Policy & covering all his employees for the contract period & submit a copy of the same to ITPO.
- The service provider has to ensure that the prescribed minimum wages as applicable from time to time to the respective category of personnel deployed at ITPO (as per central/State Govt.) are paid on or before 7th of the following month.
- All records, documents under various statutory provisions including ESI/PF/Disbursement of monthly Wages shall be maintained by the successful bidder and shall be open for inspection by an authorized representative of ITPO/third party authorized by ITPO and Government Agencies.

18. SPECIAL TERMS & CONDITIONS

- ITPO shall reserve the right to verify the operation and performance of Project by the Bidder and the Bidder shall permit ITPO to do so. The ITPO will evaluate the information submitted by the Bidder with regard to Bidder's capacity. The Bidder cannot subcontract the work at any stage without prior written approval from the ITPO.
- The job would be awarded to the L1 bidder, whosoever declared as L1 bidder, as per the criteria defined in the commercial bid.
- Rates quoted in the commercial bid should be valid for 3 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 Service Tax), 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., VAT/ST No., Job Order no. And address of the bidder when the payment has to be made.

19. 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.

20. 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.

21. 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.

22. PERFORMANCE GUARANTEE

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

23. PAYMENT TERMS

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

24. PERIOD OF THE CONTRACT

After complete go-live, the initial maintenance contract shall be for a period of one year, which can be extended for maximum of further two (2) years upon satisfactory services and at the sole discretion of ITPO.

25. INDEMNITY

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

26. NOTIFICATION OF AWARD

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

27. 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.

28. 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.

29. 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.

30. GOVERNING LAW

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

31. INDEMNIFICATION

- The Bidder/Service Provider shall indemnify ITPO against any claims, damages, loss or penalty including costs thereof in case of liability arising out of any accident/incident involving manpower deployed by him/it.
- ITPO will not be responsible for any injury sustained by Bidder/ Service Provider's personnel during the performance of its/their duties and also any damage or compensation due to any dispute between them and its personnel. Any expenditure incurred by ITPO to handle the situation arising out of the conduct of personnel deployed by the bidder /Service Provider will be made good from Security Deposit/Bills of the bidder /Service Provider.
- In case of injury or loss of ITPO staff due to any act or deed of successful bidder's employee or due to an accident, the successful bidder shall arrange to pay ITPO employee or his legal heirs as per existing Govt. rules and regulations. The insurance claim settlement shall be the sole responsibility of the successful bidder. The legal costs will also be borne and paid by the successful bidder.
- The bidder shall indemnify ITPO against payment of penalty /third Party claims/damages /loss of property of ITPO, / penalty due to mishandling on the part of personnel provided by the ITPO. In case, any such amount is not deposited / paid to ITPO, the same shall be deducted from his monthly Bills/ Security Deposit / Future payments due to the bidder. In such cases the party shall make the security deposit amount equal to original within 10 days of such deductions / adjustment.

- The bidder shall also indemnify to ITPO for making good any claim/penalty /loss or damages including costs thereof in respect of any breach or violation of any of the provisions of any law including labour laws governing the employee of the bidder. In case of failure to make good above losses / expenses to ITPO, the same shall be deducted from the monthly bills / security deposited / future payments due to the bidder.
- The service provider shall indemnify ITPO against third Party claims arising out of equipment malfunctioning/mishandling on the part of personnel provided by the Service Provider. The Service Provider shall also indemnify to reimburse any theft, loss or damage by his personnel to ITPO personnel or property including machinery, equipment or buildings. In case, any such amount is not deposited/paid to ITPO, the same shall be deducted from Security Deposit/Bills/Future payments due to the Service Provider.

32. RESOLUTION OF DISPUTES

The dispute resolution mechanism shall be as follows:

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

33. 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 (Annexure-IV)
 - 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 contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- Bidder who has downloaded the tender from the ITPO Website and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. BIDS NOT CONSIDERED FOR EVALUATION

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

41. OPENING OF COMMERCIAL BIDS

Commercial Bids will be opened and compared at the specified date and time. The name of Bidder, bid prices, total amount of each Bid, etc. shall be announced by the ITPO at the Commercial Bid opening. The ITPO will prepare minutes of the Commercial Bid Opening. The date, time and venue of opening of commercial bid will be advised to the short listed bidders separately.

42. CLARIFICATION OF BIDS

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

43. COMPLETENESS OF BIDS

ITPO will examine the bids to determine whether they are complete, whether they meet all the conditions of the Tender Document and Technical Specifications,

whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bid Documents are substantially responsive to the requirements of the Tender Document.

44. RECTIFICATION OF ERRORS

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

45. REJECTION OF BID

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

46. FORCE MAJEURE:

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

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

47. PENALTY

The empanelled vendors shall render the services strictly adhering to the time schedules by ITPO in the Work Order. Any un-excused delay or any other violation by the vendor, in the performance of its obligations, shall attract Penalty at the rate of 2% of the total value of the work order per week of delay subject to a maximum of 20% of the work order value. Beyond five weeks ITPO will have the option of getting the work done through alternate sources at the cost and risk of the defaulting vendor.

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

48. SCHEDULE & IMPORTANT INFORMATION

Cost of Tender Document	Rs.500/- + 5% DVAT = Rs.525/- through Demand Draft/Bank pay order favouring India Trade Promotion Organisation, payable at New Delhi (To be submitted before bid submission date)
Earnest Money deposit	Rs. 45,000/- (Rupees Forty Five Thousand only) through Demand Draft/Bank pay order favouring India Trade Promotion Organisation, payable at New Delhi. (To be submitted before bid submission date)
Bid Document Download / Sale Start Date	18-03-2016
Last date for submission of online bids	28-03-2016 (3:00 pm)
Opening of Technical Bids	29-03-2016 (3:30 pm)
Validity of Bids	180 days from the last date of submission of Bids.

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

I.T. Services Division

Annexure-I

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

Tender No. ITPO/ITSD/Online Space Booking/20162016

To,
The General Manager (IT)
System Development & Compliance Services
India Trade Promotion Organisation
Pragati Bhawan, Gate No.-3
Pragati Maidan
New Delhi-110001

Sub: Development and Maintenance of Online Space Booking web based software

Dear Sir,

With reference to **Tender No. ITPO/ITSD/Online Space Booking/2016 dated _____, 2016**, we hereby submit our bid in the prescribed format as desired by ITPO. We hereby also accept the terms & conditions prescribed in the bid document.

Thanking you,

Yours faithfully,
()
Authorised Signatory

Name _____
Designation _____

Contact No _____

Annexure-II

FORMAT FOR POWER OF ATTORNEY FOR THE AUTHORISED SIGNATORY

Tender No. ITPO/ITSD/Online Space Booking/2016

.....2016

The General Manager (IT)
System Development & Compliance Services
India Trade Promotion Organisation
Pragati Bhawan, Gate No.3
Pragati Maidan
New Delhi-110001

Sub: Development and Maintenance of Online Space web based software

Dear Sir,

With reference to **tender No. ITPO/ITSD/Online Space Booking/2016** dated _____, 2016, 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/Online Space Booking/20162016

The General Manager (IT)
System Development & Compliance Services
India Trade Promotion Organisation
Pragati Bhawan, Gate No.3
Pragati Maidan
New Delhi-110001

Sub: Development and Maintenance of Online Space Booking web based software

Dear Sir,

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

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

Thanking You,

Yours faithfully,

()
Authorised Signatory
Name of the Chartered Accountant _____
Registration No. with Seal _____
Contact No _____

Annexure- IV
PRICE BID UNDERTAKING

Tender No. ITPO/ITSD/Online Space Booking/20162016

From: (Full name and address of the bidder)

To,

Dear Sir/Madam,

1. I submit the Price Bid for_____ and related activities as envisaged in the Bid document.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to work at the rates as indicated in the price Bid, Annexure IV inclusive of all applicable taxes except Service Tax.

Yours Faithfully,

(Signature of authorized Representative)

Annexure-VI

List of Banks for Payment Gateway

S. No.	Name of the Bank	Address of the Bank	Events / Activity for which bank A/c is to be used
1	Central Bank of India	Pragati Maidan, New Delhi	3rd Party Events
2	Canara Bank	Pragati Maidan, New Delhi	Other Domestic Fair, Tender Fee / EMD
3	Union Bank of India	53 Sunder Nagar, New Delhi	IITF
4	ICICI Bank Ltd	A-9, Inner Circle, Connaught Place, New Delhi	Aahar, Delhi
5	HDFC Bank	Surya Kiran Building, Connaught Place, New Delhi	Leather Fair (Chennai & Delhi) and all Foreign Fairs
6	Citi Bank	124, 3rd Floor, Jeevan Bharati Building, Connaught Circus, New Delhi-110001	All inward foreign currency for all ITPO events

[Validate](#)[Print](#)[Help](#)[Item Rate BoQ](#)

Tender Inviting Authority: Manager IT Services Division, ITPO

Name of Work: Selection of agency for Development and Maintenance of Online Space Booking web based

Contract No: ITPO/ITSD/Online Space Booking/2016

Bidder Name :	
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PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after f this tender. Bidders are allowed to enter the Bidder Name)

NUMBE	TEXT #	NUMBER #
Sl. No.	Item Description	Quantity
1	2	4
1	Development of Online Space Booking web based software.	1
2	Annual Maintenance Cost including the cost of two(2) man power/developer for carry out maintainance, change request etc.	1
3	Cost of additional Developer/Programmer (per person per year).	1
4	Cost of Data Entry Operator (per person per year).	1
5	Security Audit Charges (by CERT-in agency) for complete software.	1

6	Annual Hosting Charges.(including server space, bandwidth, maintanance charges)	1
Total in Figures		
Quoted Rate in Words		

Software

Filling the relevant columns, else the bidder is liable to be rejected for the same and Values only)		
NUMBER #	NUMBER #	TEXT #
BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Excluding Services Tax	TOTAL AMOUNT In Words
13	53	55
	0.00	INR Zero Only
	0.00	INR Zero Only
	0.00	INR Zero Only
	0.00	INR Zero Only
	0.00	INR Zero Only

	0.00	INR Zero Only
	0.00	INR Zero Only
INR Zero Only		