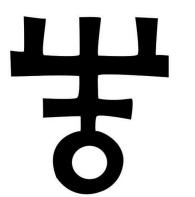
# **INDIA TRADE PROMOTION ORGANISATION**

Date: 13.03.2020

ITPO/ITSD/Online Space Booking/2019-20



**Tender Document for:** 

Maintenance of web-based software for Online Space

Booking of domestic events being organized by ITPO

# **India Trade Promotion Organisation**

(A Govt. of India Enterprise)

# Gate No. 10, Pragati Bhawan, Pragati Maidan

# <u>New Delhi – 110001</u>

ITPO/ITSD/Online Space Booking/2019-20 Date: 13.03.2020

Online bids are invited through two bid system for "Maintenance of web-based software for Online Space Booking of domestic events being organized by ITPO.". Tender documents may be downloaded from ITPO's website <a href="www.indiatradefair.com">www.indiatradefair.com</a> (for reference only) and CPPP site <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> as per the schedule as given in CRITICAL DATE SHEET. <a href="Manual bids shall not be accepted.">Manual bids shall not be accepted.</a> The details of tender are as under.

# **INDICATIVE CRITICAL DATE SHEET**

Publish Date	13.03.2020
Bid Document Download Start Date	13.03.2020
Bid Submission Start Date	13.03.2020
Bid Submission End Date	19.03.2020 (03:00 PM)
Bid Opening Date	20.03.2020 (03:30 PM)
Validity of Bid	180 days from the last date of submission of Bids.

#### **TENDER FEE & EMD**

Cost of tender	Non-refundable tender fees of Rs.590/- (Rs. 500/- + 18% GST)				
document	(Rupees Five Hundred Ninety Only) including GST through				
	online mode in favour of "India Trade Promotion Organisation",				
	payable at New Delhi as per the details given below.				
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Earnest Money Deposit	The bidder must deposit Earnest Money Deposit (EMD) of				
(EMD)	Rs.30,000/- (Rupees Thirty Thousand Only) through online				

mode in favour of "India Trade Promotion Organisation", payable at New Delhi as per the details given below.
at New Delin as per the details given below.

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	:	SAVING
RTGS Code	:	CBIN 0284078
MICR Code	:	110016150
PAN No.	:	AAATI2955C
GSTIN	:	07AAATI2955C1ZX

- 2. Bids shall be submitted online only at CPPP website: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>. Tenderers/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the esubmission of the bids online through the Central Public Procurement Portal for eprocurement at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 3. 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.
- 4. Tenderer who has downloaded the tender from the **ITPO's web site www.indiatradefair.com** (for reference only) and Central Public Procurement Portal (CPPP) website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>, **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.

<u>Symbolishindial pradefiniterors</u> are advised to visit again ITPO website and CPPP website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

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.

#### **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: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.

#### REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>) by clicking on the link "Online Bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders ard responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

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

#### SEARCHING FOR TENDER DOCUMENTS

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

#### PREPARATION OF BIDS

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

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

#### **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline"/"online" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by before bid opening date/time as mentioned in critical date sheet or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission g e

- All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.\
- (10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### ASSISTANCE TO BIDDERS

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

# REQUEST FOR PROPOSAL

#### i. Objective

This RFP (Request for Proposal) is issued as a request for "Selection of an agency for Maintenance of web-based software for Online Space booking of domestic events being organized by ITPO.

#### 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 TITEQ 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 **Maintenance of web-based software for Online Space Booking of domestic events being organized by ITPO.** 

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 9 | P a g e 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.

- (c) 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.
  - (d) 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 Organisation is providing the facility of online space booking to the potential exhibitors for regular select events for greater transparency and case of doing business. The online space booking application among others includes:-

- (i) Online interactive web based forms with linkages to layouts & other databases
- (ii) Capturing, tabulating online data from these forms (iii) generating 10 reports, monitoring statements, invoices, badge information, generation of allotment letters etc. (iv) e-mail to potential participants etc.

A brief technical overview of the application is as follows:-

• Operating System: Windows/Linux.

• Project Type: Web Based Application

• Design Tool : CorelDrae /Adobe Photoshop.

• Back end Database: NodeJs, MySql, Yii2, PHP.

• Web Technologies: SVG, Ajax, JavaScript, Json, CSS, Bootstrap, Jquery.

• IDE: NetBeans/Sublime Text.

• Web Server: Wamp/Xampp

The basic process flow of the application is as detailed below:-

Sr. No.	Description

# 1 **Basic Process Flow:**

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- 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, GST, PAN, TAN, etc.
- User will also upload the scanned copies of all the necessary documents.
  - a. Booking amount will be decided on the run-time by the software based on the number of days left to start the event:-
- After completing the process of filling up Form the user will be redirected 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 Authority/GM concerned from time to time and event to event basis.
- Verification of the application will be done, which will involve two- step process:
  - o Verification of payment by Finance Division.
  - o Verification of Application by the concerned Fair Officer.

- o 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.
  - o A Unique Booking ID will be generated against the application.
  - Final allotment will be confirmed to the applicant via e-mail and SMS.
  - o Invoice and other necessary documents will be e-mailed to the applicant automatically by the system in PDF format.

# **Miscellaneous Provisions:**

- 3-D Layout Plans to be provided by the Architecture Division of ITPO.
- Detailed layout with a better GUI for stall selection.
- 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.
- The scope of work shall include provision for change management related to upgradation of the application with respect to change in allotment process from first-cum-first serve basis to any new policy decided at a later stage by ITPO. This shall form part of the regular annual maintenance job and any extra payment will not be made

for this scope.

- The vendor shall use robust algorithms to encrypt the data in the Databases whenever required for testing or in development environment should only be used after masking or amonymization.
- Online booking shall be opened/launched only after area from Government Departments/ Ministries/ State Governments/ Foreign participants have been earmarked. This area shall 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 **14** | Page 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.

- 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 <u>INVOICE MODULE</u>

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.

#### 4. ADMIN MODULE TO SUPPORT REQUIRED REPORTS

#### General Report

- (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 coorganiser's 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, statewise, 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's Finance Division.
- 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).
  - 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.

#### **Updating of Badges**

- 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).

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• 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.

# Map & Layout Plans

- 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.

# Allotment Report

- 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 Hallwise.

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# 5. PAYMENT GATEWAY

The application is integrated with payment gateway for making online payments. The successful vendor has to continue integration of the payment gateway(s) with the online space booking application. SSL certificate required to be installed for online payment facilitation has to be purchased by the vendor for complete contract duration. All other security compliance features are to be ensured by the vendor for facilitating online payments through the space booking portal.

# 6 MANPOWER SUPPORT

- The vendor will provide two (2) on-site maintenance engineers to be stationed at ITPO Headquarters for application maintenance and hand holding support. The engineer should have regular full time BE/B. Tech/ I.T.(Computer Science/E&C)/MCA degree with atleast 5 years experience in software development field.
- The maintenance engineer 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. The engineer 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 the vendor 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. Since organization of fair is time bound activity so for all fairs, timelines will be decided accordingly by ITPO.
- The normal working hours would be 9:30 AM to 6:00 PM on working days. However, if required, the manpower will be extended beyond the office hours and on Saturdays and Sundays without any extra cost, such as special duties during exhibitions/trade fairs etc. This is expected when ITPO officials will also need to be present for extra hours or extra duties.
- The engineer 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

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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:
  - System Design Document
  - User Manuals/Guide
  - Program Files/Source Code

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.

# 7 HOSTING SERVICES

Vendor may be required to provide the dedicated/ cloud server space with the latest hardware and software specifications (application to be hosted only on MEITY empanelled data center service providers) so that proposed web-based online space booking application may be hosted. The hardware and software provided must be good enough to handle the peak load. Hosting should be in India only.

**Note:** - In case ITPO decides to host proposed application on NIC Cloud or on its own servers, then the selected vendor will provide its recommendations to ITPO regarding minimum required specs for optimum functioning of the application for provisioning the necessary hosting and storage hardware and support software. However, managing and handling the allocated server for running web-based online space booking application in all respects inter-alia including DBA support on need basis and maintenance & installation of web-based online space booking software shall be part of scope of work of the contract at no extra cost to ITPO.

Vendor has to provide other value added services such as Database Hosting, creation and tuning, Backup & Restore Facility, Virus and Spam Removal, System Log Maintenance, Traffic control & Monitoring, Database Management, Visitor Track Management and Analysis. Vendor has to ensure that the data is available at any point of time without any loss and may plan the backup cycle accordingly.

The vendor should maintain proper system and audit logs of the Application server and the Database server. Complete history of transactions should be maintained of Servers & Data access and corresponding modification patterns in source code or database from backend, if any. The vendor shall be liable to present anytime the audit trails, system logs, complete transaction history whenever required by ITPO or any government audit agencies.

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# 8. ALERT MODULE

#### • SMS MODULE

Cost for SMS gateway to be borne by the successful bidder. Maximum provision for 2 lakh SMSes per year may be kept.

#### • EMAIL MODULE

For correspondence to all employees.

Cost for email gateway/ services to be borne by ITPO.

# 9. INTEGRATION WITH TALLY ACCOUTING SOFTWARE AND API DEVELEOPMENT

Bidder has to create Application Programming Interface (API) of the web-based online space booking application so that at a later stage it can be utilized by ITPO for integration with any other application/mobile apps. All the activities/development work required for such integration with any third party software/mobile ap shall be part of the scope of the project during the contract period.

The web based software needs to be integrated with the Tally accounting software in use in ITPO for transfer of data interalia including party/exhibitor details, payment receipt data, invoicing data etc..

#### 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. IMPLENATATION APPROACH

Please note that the requirements stated in `Scope of work` are the broad guidelines envisioned by ITPO regarding the web based software and are to be used as a reference point.

i. The vendor shall get done **Security Audit** and vulnerability testing of the **20** | P web-based application by any CERT-IN empanelled agency/STQC without any extra cost to ITPO. The security audit clearance certificate and vulnerability Assessment Report for the web-based application should be

submitted to ITPO. The security audit certificate/reports need to be submitted by the vendor within 60 days of award of the contract/completion of change management exercise related to change in the space allotment procedure implementation of , minor modifications required etc.

ii. The vendor shall also provide Alpha Wild SSL certificate licensed/purchased in the name of ITPO valid for duration of five years from the date of signing of the contract.

#### 9. TRAINING & OTHER DELIVERABLES

The vendor shall provide training on the web-based software to the associated personnel and end users of ITPO at ITPO Headquarters, Pragati Maidan, New Delhi - 110001. The proposed number of attendees for the training programme will be around 20. The vendor should conduct the training so as to enable users in understanding the backend and facilitate Q&A sessions for any clarifications. Preferably the training session should be of atleast 2-3 days. Training module shall be designed by the vendor in consultation with ITPO. Desktop/Laptop, Projector arrangement etc. shall be done by the ITPO. However, training material, stationery arrangements including Pens, Notebooks etc. shall have to done by the vendor.

Vendor shall provide the following as & when requsted: -

- Online User Guide (In PDF Format) access able to each employee.
- Online User Guide (In Video Format) access able to each employee.
- Online Context Sensitive help.
- System Requirement Specification (SRS) Manual (Soft Copy as well as Hard Copy).
- System Manual- Architecture, Entity-Relationship diagrams, Source Code [for all customization] (Soft Copy as well as Hard Copy).
- User Manual (Soft Copy as well as Hard Copy).
- Detailed Project Report [System Configuration Documentation, System Administration Manuals] (Soft Copy as well as Hard Copy).
- Security Audit Certificate.
- Source code, system files and database file in executable form.

Note: The web based online space booking software is the property of ITPO and all the related source code, system files, database files, any other related items etc. after conclusion of the contract will be handed over by the vendor to ITPO as & when requested.

# 10. ELIGIBILITY CRITERIA

S. No.	Criteria	<b>Required Documents</b>
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 GST.	Copies of GST/TIN registration certificate (any one)
3	The bidder should have the experience of successfully executing similar project(s) of implementation/maintenance of webbased software in last 5 financial years ending 31 <sup>st</sup> March, 2019 for any Central/State govt. Department/ PSU/Autonomous bodies/ reputed private companies. The project value for a single project must not be less than Rs. 25 Lakh or for two similar projects should not be less than Rs. 15 Lakh each or for three similar projects should not be less than Rs. 10 Lakh each. The quoted prior experience work(s) should be fully completed as on the date of submission of bids.	Copies of (i) Purchase orders alongwith scope of work & deliverables and (ii) Satisfactory work completion certificate(s) issued by the purchaser need to be submitted by the bidder.
4	The bidder should not be barred or black-listed by any central/ state govt. departments/ organizations/ PSUs for any reason on the date of bid submission.	the authorized signatory should be
5	The bidder should have valid registration under the EPF & MP Act, 1952 and ESI Act, 1948.	<ul> <li>Copy of valid Certificates of Registration attested by authorized signatory should be submitted by the bidder.</li> </ul>
6	The bidder should have a minimum average annual turnover of Rs. 1.0 Crore in the last three financial years i.e. FY 2018-19, FY 2017-18 and FY 2016-17	• Attested audited copies of bidder's annual reports/ balance sheets for the last three financial years i.e. 2018-19, 2017-18 and 2016-17 alongwith a certificate from a practicing Chartered Accountant on his letter head confirming annual turnovers & average annual turnover should be submitted by the bidder.

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	Cost of tender document.	Non-refundable tender fees of Rs.590/- (Rs. 500/- + 18% GST) (Rupees Five Hundred Ninety Only) including GST through online mode in favour of "India Trade Promotion Organisation", payable at New Delhi as per the details given below.
9	Earnest Money Deposit (EMD).	The bidder must deposit Earnest Money Deposit (EMD) of Rs.30,000/- (Rupees Thirty Thousand Only) through online mode in favour of "India Trade Promotion Organisation", payable at New Delhi as per the details given below.

#### 11. PROCESSING FEE

- a. The processing fee is non-refundable.
- b. The EMD is non-interest bearing.
- c.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.
- d. 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.
- e. The firms registered with National Small Industries Corporation (NSIC)/ Micro, Small and Medium Enterprises (MSME) are exempted from furnishing bid guarantee/EMD, cost of tender documents provided that such small scale units are registered under single point registration scheme of NSIC / MSME and are valid on the scheduled date of tender opening and the product range mentioned in the certificate is the same or similar to the tender requirement. The certificate of registration under single point registration scheme of NSIC duly attested by any Notary Public with seal and date shall only be accepted".

#### 12. TENDER EVALUATION COMMITTEE

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

- a. 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.
- b. 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 ITPO.

#### **BID PRICES**

- a. 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.
- b. 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.
  - c. 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

#### a. 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.

#### b. 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.

#### c. 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.

#### 15. MODIFICATION/SUBSTITUTION/WITHDRAWAL OF PROPOSALS

- a. 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.
- b. 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.

#### 16. 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
   25 | Page
  - The service provider has to ensure that the prescribed minimum wages as applicable from time to time to the respective category of personnel

deployed at ITPO (as per central/State Govt.) are paid on or before 7<sup>th</sup> of the following month.

All records, documents, monthly wage registers etc. 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.

#### 17. 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. Financial implications on account of minimum wages amendments during the contract period of three years may also be considered while submitting the bids as no changes in the annual maintenance charges will be considered at a later stage on account of any changes in the minimum wages..
- 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.
- 26 P The rates quoted in the price bid should be inclusive of all taxes, (except GST), fees, levies, etc.

- 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., GST/ST No., Job Order no., bank detail and address of the bidder when the payment has to be made.

#### 18. 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.

#### 19. 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.

#### 20. AWARD CRITERIA

- a. 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.
  - b. Financial evaluation of the quote received will done. Non-responsive/Non-complete bids shall be summarily rejected and no communication of the same will be obligatory on the part of ITPO.

#### 21. PERFORMANCE GUARANTEE

A Performance Guarantee (PG) equivalent to 10% of the total contract value will be deposited by the successful vendor by the way of demand draft drawn in favour of "India Trade Promotion Organisation", payable at New Delhi. PG shall be refunded after successful completion of contractual period i.e. three years or later in case of extension of the contract beyond three years period. The performance guarantee deposited by the bidder shall be forfeited in case the successful bidder fails to perform its obligations under the contract agreement to be signed between ITPO and the successful bidder. The successful bidder shall be notified in writing prior to forfeiture of PG, if such situation arises.

#### 22. PAYMENT TERMS

Payment for maintenance shall be released quarterly after successful and satisfactory performance. ITPO will process the payment on receipt of the bills, statutory challans, EPF, ESI compliance related documents, monthly wage registers etc. and as per procedure and terms & conditions in vogue. Payment for other line item as per BOQ will be made after completion of the respective services.

#### 23. PERIOD OF THE CONTRACT

The initial maintenance contract shall be for a period of three years (to be awarded on year to year basis) subject to satisfactory performance by the vendor which can be extendable for maximum of further two (2) years with the 5% increase over the annual maintenance charges for the fourth year and 10% increase on the rate of annual maintenance charges for fifth year respectively.

#### 24. 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.

#### 25. 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 28 with TPO upon stamp of Rs 100/- within 7 days of acceptance.

#### 26. 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.

#### 27. 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.

#### 28. 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.

#### 29. GOVERNING LAW

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

#### 30. INDEMNIFICATION

- The Bidder/Service Provider shall indemnify ITPO against any claims, damages, loss or penalty including costs thereof in case of liability arising out of any accident/incident involving manpower deployed by him/it.
- ITPO will not be responsible for any injury sustained by Bidder/ Service
  Provider's personnel during the performance of its/their duties and also
  any damage or compensation due to any dispute between them and it's
  personnel. Any expenditure incurred by ITPO to handle the situation
  arising out of the conduct of personnel deployed by the bidder /Service
  Provider will be made good from Security Deposit/Bills of the bidder
  /Service Provider.
- In case of injury or loss of ITPO staff due to any act or deed of successful bidder's employee or due to an accident, the successful bidder shall arrange to pay ITPO employee or his legal heirs as per existing Govt. rules and regulations. The insurance claim settlement shall be the sole responsibility of the successful bidder. The legal costs will also be borne and paid by the successful bidder.
- 29 | P age 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.

#### 31. 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.

#### 32. 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 30 have been made.

#### 33. 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.

#### 34. 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.

#### 35. 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.

#### 36. 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.

#### 37. 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.

#### 38. 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.

#### 39. 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.

#### 40. 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.

#### 41. 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.

#### 42. 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.

#### **43. 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.

#### 44. 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 32 weeks of delay subject to a maximum of 20% of the work order value. Beyond five weeks ITPO will have the option of getting the work done through alternate sources at the cost and risk of the defaulting vendor.

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

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

Gate No. 10, Pragati Bhawan, Pragati Maidan

New Delhi - 110001

# **TECHNICAL BID**

Tender No. ITPO/ITSD/Online Space Booking/2019-20

Sub: Invitation of online bids for Maintenance of web-based software for Online Space Booking of domestic events being organized by ITPO.

<b>Company Details</b>			
Name of the Company:			
Mailing address:			
Contact Executive			
(Name & designation)			
Tel:	_Fax:	Mobile:	
F 1		XX 1	
E-mail:		Website:	

1.	Registration Number of the company
2.	<b>GSTIN No.</b> PAN No
3.	Details of EMD:
	NEFT/RTGS No Date
	Name of the bankAmount
4	Details of Cost of Tender Document
4.	Details of Cost of Tender Document
	NEFT/RTGS No Date
	Name of the bankAmount
	Date:
	Authorized Signatory:
	Name & Title of Signatory:
	Name & Title of Signatory.
	Seal:
	<b>35</b>   P a g e
	Name of Bidder:
	Taille of Didder

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

# Tender No. ITPO/ITSD/Online Space Booking/2019-20

To, The General Manager (IT)  To Services Division India Trade Promotion Organisation Pragati Bhawan, The State No.10, Pragati aidan The New Delhi-110001
Sub: Invitation of online bids for Maintenance of web-based software for Online
Space Booking of domestic events being organized by ITPO.
Dear Sir,
With reference to <b>Tender No. ITPO/ITSD/Online Space Booking/2019-2020</b> lated
Thanking you,
Yours faithfully.
Tours faithfully.
Authorized Signatory:
Name & Title of Signatory:
Cool.

**36** | P a g e Name of Bidder:\_\_\_\_\_

# **ANNEXURE-III**

# FORMAT FOR POWER OF ATTORNEY FOR NOMINATING/ APPOINTING – AUTHORISED SIGNATORY

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 W PRINCIPAL	E,	••••••	THE ABOVE	NAN	MED .
HAVE EXECUTED THIS	POWER	OF	ATTORNEY	ON	THIS
•••••					
DAY OF, 2020					
For					
(Signature, name, designation	and addre	ss)			
Witnesses:					
1. Notarised					2.
Accepted					
(Signature, name, designation	and addre	ss 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 notarised by a notary public.

Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

# CERTIFICATE IN SUPPORT OF FINANCIAL TURNOVER

# Tender No. ITPO/ITSD/Online Space Booking/2019-2020

10,
The General Manager (IT)
I.T Services Division
India Trade Promotion Organisation
Pragati Bhawan,
Gate No.10, Pragati aidan
New Delhi-110001

Sub: Invitation of online bids for Maintenance of web-based software for Online Space Booking of domestic events being organized by ITPO.

No.	Financial Year	Turnover (Rs. lakhs)	
1	2016-17		
2	2017-18		
3	2018-19		
4	Average turnover		
		Yours	faithfully
		(	
			Signator
me of the	e Chartered Accountant	Authorised	Signator

# PRICE BID UNDERTAKING

Tender No. ITPO/ITSD/Online Space Booking/2019-2020

Sub: Invitation of online bids for Maintenance of web-based software for Online Space Booking of domestic events being organized by ITPO.

<u>S</u>	pace Booking of domestic events being organized by ITPO.
F	rom: (Full name and address of the bidder)
	To,
	Dear Sir/Madam,
1.	I submit the Price Bid for "Maintenance of web-based software for Online Space Booking of domestic events being organized by ITPO." 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, inclusive of all applicable taxes except GST.
	Yours Faithfully,

# **ANNEXURE-VI**

General Manager
I.T. Services Division
India Trade Promotion Organisation
Pragati Bhawan, Gate No.10
Pragati Maidan
New Delhi-110001

Ref: Tender No. ITPO/ITSD/Online Space Booking/2020

Sub: Invitation of online bids for Maintenance of web-based software for Online Space Booking of domestic events being organized by ITPO.

Dear Sir,

**41** | Page

We hereby undertake that we have not been currently blacklisted by any Central Govt. /State Govt. / Semi Govt. Organization / Autonomous Bodies or PSUs.

	Yours faithfully,		
	(	)	
Authorized Signatory:			
Name & Title of Signatory:			
Seal:			
Name of Bidder:			

General Manager
I.T. Services Division
India Trade Promotion Organisation
Pragati Bhawan, Gate No.10
Pragati Maidan
New Delhi-110001

**Ref:** ITPO/ITSD/Online Space Booking/2020

Sub: Invitation of online bids for Maintenance of web-based software for Online Space Booking of domestic events being organized by ITPO.

We hereby indemnify ITPO against any loss, damage that it may sustain or any claim made against it or any proceedings that may be taken out against any claims made by our employees for any loss / damage, payment etc during performance of his duty in ITPO

	You	Yours faithfully,	
	(	)	
Authorized Signatory:			
Name & Title of Signatory:			
Seal:			
Name of Bidder:			

# **Annexure-VIII**

# **List of Banks for Payment Gateway**

S.	Name of the Bank	Address of the Bank	Events / Activity for which bank A/c is to be used
No.			
1	Central Bank of India	Pragati Maidan, New Delhi	3 <sup>rd</sup> 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, 3 <sup>rd</sup> Floor, Jeevan Bharati Building, Connaught Circus, New Delhi-110001	All inward foreign currency for all ITPO events

# **Checklist with page numbers**

S. No.	Item	Y/N	Ref pag no.
1	Duly filled in Technical Bid (Annexure-I)		
2	Document in support of Clause No.10-1		
3	Document in support of Clause No. 10-2		
4	Document in support of Clause No. 10-3		
5	Document in support of Clause No. 10-4		
6	Documents in support of Clause No.10-5		
7	Documents in support of Clause No. 10-6		
8	Documents in support of Clause No. 10-7		
9	Details of NEFT/RTGS for Rs.30,000/- (Rupees Thirty Thousand Only) as EMD (Clause No. 10-8)		
10	Details of NEFT/RTGS Rs.590/- (Rs. 500/- + 18% GST) (Rupees Five Hundred Ninety Only) including GST as tender fee (Clause No. 10-9)		
11	Format for Application & Letter of Undertaking regarding acceptance of terms & conditions (Annexure II)		
12	Format for Power of Attorney for the Authorized signatory (Annexure-III)		
13	Certificate in support of Financial Turnover (Annexure-IV)		
14	Price Bid Undertaking (Annexure -V)		
15	Undertaking regarding not being currently blacklisted by Govt. / Semi Govt. Organization or PSU on company's letter-head duly signed by the authorized signatory (Annexure –VI)		
16	Undertaking regarding indemnifying ITPO against 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 (Annexure-VII).		