INDIA TRADE PROMOTION ORGANISATION
PRAGATI MAIDAN
NEW DELHI-110001

Tender reference no. ITPO/ITSD/ Mobile App-IITF2020/2020 Dated: 10/08/2020

INVITATION OF BIDS
FOR

"Appointment of an agency for development of a Mobile App (both on iOS and Android platforms) for events & activities of ITPO with special emphasis on India International Trade Fair, 2020."

INDIA TRADE PROMOTION ORGANISATION
PRAGATI MAIDAN
NEW DELHI – 110001

Tender no. ITPO/ITSD/ Mobile App-IITF2020/2020   Date: 10/08/2020

Online bids are invited through two bid system for "**Appointment of an agency for development of a Mobile App (both on iOS and Android platforms) for events & activities of ITPO with special emphasis on India International Trade Fair, 2020**". Offline bids shall not be accepted.

Name of Work	Earnest Money (INR)	Cost of tender (INR)
Appointment of an agency for development of a Mobile App (both on iOS and Android platforms) for events & activities of ITPO with special emphasis on India International Trade Fair, 2020	Rs. 80,000/-	Rs. 2,000 + 18% GST = Rs. 2360/-

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

Name of the Beneficiary	India Trade Promotion Organisation
Name of the Bank	Central Bank of India
Branch Address	Pragati Maidan, New Delhi-110001
Account No.	1167404133
Type of Account	Saving
RTGS Code	CBIN0284078
MICR Code	11006150
PAN No.	AATI2955C
GSTIN	07AAATI2955C1ZX

Bidders are required to submit the details of deposition of tender fees in the technical bid to be submitted by the bidder.

2. Tender documents may be downloaded from ITPO's web site www.indiatradefair.com (for reference only) and CPPP site

https://eprocure.gov.in/eprocure/app as per the schedule as given below.

INDICATIVE CRITICAL DATE SHEET

Publish Date	10th August 2020
Bid Document Download Start Date	10th August 2020
Pre-bid Meeting	17th August 2020 11:00 AM
Bid Submission Start Date	18th August 2020 10:00 AM
Last date for seeking clarifications	22th August 2020
Bid Submission End Date	31th August 2020 15:00 PM
Technical Bid Opening Date	01th September 2020 15:30PM

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

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

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

6. Intending tenderers are advised to visit again ITPO website **www.indiatradefair.com** and CPPP website https://eprocure.gov.in/eprocure/app at least 1 day prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

7. **Submission of Tender**

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

8. **Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.

9. **REGISTRATION**

a. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "**Online Bidder Enrollment**" on the CPP Portal which is free of charge.

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

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

d. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

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

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

10. **SEARCHING FOR TENDER DOCUMENTS**

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

parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

11. PREPARATION OF BIDS

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

b. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

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

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

12. SUBMISSION OF BIDS

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

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

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

d. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

e. 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.

f. 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.

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

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

13. ASSISTANCE TO BIDDERS

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

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

Online bids are invited through two bid system for "**Appointment of an agency for development of a Mobile App (both on iOS and Android platforms) for events & activities of ITPO with special emphasis on India International Trade Fair, 2020.**"

1. REQUEST FOR PROPOSAL

Objective
This RFP (Request for Proposal) is issued as a request for Appointment of an agency for development of a Mobile App (both on iOS and Android platforms) for events & activities of ITPO with special emphasis on India International Trade Fair, 2020.

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. ITPO now intends to select companies for Appointment of an agency for development of a Mobile App (both on iOS and Android platforms) for events & activities of ITPO with special emphasis on India International Trade Fair, 2020.

For this purpose, General Manager, I.T. Services Division, ITPO invites online bids from eligible bidders.

2. DEFINITIONS

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

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

"ITPO" - ITPO means India Trade Promotion Organisation.

3. DISCLAIMER

The information contained in this bid document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on

behalf of ITPO is provided to Investors/Bidder(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided. By acceptance of this tender document, the recipient further agrees that this tender document may not be distributed, reproduced or used for any other purpose than Appointment of an agency for development of a Mobile App (both on iOS and Android platforms) for events & activities of ITPO with special emphasis on India International Trade Fair, 2020.

The recipient agrees that it will cause its Directors, Partners, officers, employees and representatives and any other parties who provide services to the recipient to use the tender document for the purposes in the manner stated above. ITPO does not make any representation or warranty expressed or implied, as to the accuracy, authenticity, timeliness and/or completeness of the information contained in this tender document. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender document. ITPO also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this tender document. ITPO may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender document. The issue of this tender document does not imply that ITPO is bound to select a bidder and ITPO reserves the right to reject all or any of the bidders or bids without assigning any reason whatsoever.

4. INTERPRETATION:

In this Tender Document, unless the context otherwise requires,

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

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

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

    b) References to a "*person*" if any shall, where the context so admits, include references to natural persons, partnership firms, companies, bodies, corporate and associations, whether incorporated or not or any

other organization or entity including any governmental or political subdivision, ministry, department or agency thereof;

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

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

e) The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this Tender Document. References to the word "include" and "including" shall be construed without limitation. Any reference today shall mean a reference to a calendar day including Saturday and Sunday.

5. DUE DILIGENCE

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

6. COST OF BIDDING

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

7. SCOPE OF THE WORK:

India Trade Promotion Organization (ITPO) intends to appoint an agency for providing a turnkey solution for development of a robust and comprehensive Mobile App (Native Apps for both Android and iOS platforms) with the following functionalities/ modules for events & activities of ITPO with special focus on IITF 2020. This to be noted that annual cost of running the mobile app on android and ios to be borne by vendor.

A. General Requirements

a) **Visitor Registration Section: -** The App should have the facility for the visitor to register himself and generate a QR code based entry pass (m-Pass) for himself. The App should also have the option for any visitor to send invite for the event to any known. The invite will be sent to the registered email address of the invitee and the invitee will receive an email with the link to download ITPO`s mobile app and register himself and enter the event venue independently. The person sending the invite may accrue some credit points which may be redeemed in the form of some discount/ any other freebie offered by ITPO**.**

b) "**Useful Information" Section**: - The app should have a "Info" section containing relevant information about event/ ITPO`s activity which may include information about Food & Beverages locations, Ambulances locations, Toilets locations, ATM locations, Helpline numbers, specially-abled access section etc.

c) **Language Settings: -** The mobile app should be available in both English and Hindi languages.

d) **"Search" Option: -** The app should have a properly optimized "Search" option to allow user to locate content that contains the keywords/ key phrases relevant to what the user needs. Search & List exhibitors with key details - logo, name, website, contact phone, address, Booth & Stall number. Search & List sponsors with key details - sponsor category, logo, cover-image, name, website, contact phone, address.

a) **"One-touch contacting" features: -** The app should have one-touch contacting feature that should allow the app user to directly get in touch with ITPO through email and telephone.

b) **"APP Suggestion/ Feedback" Option: -** The app should a feedback section to allow users to submit feedback related to the App to ITPO.

c) **Experiential requirement:** The App should be well-designed, eye-catching, innovative, informative, easy to navigate, with clear & uncluttered fast

loading screens, good image resolution, with bright and bold color schemes, should have responsive design for varying screen sizes for Smartphones, tablets etc. and should be designed for minimal use of the keyboard and make as much of the user experience as possible, touch-based.

d) FAQ section: There should be list of FAQs grouped by topics.

B. Virtual Booth/Event/Ad/Sponsors Requirements

a) At home page of the APP, there should be broad categorization of participants and events like Countries, Products, Restaurants, Events etc. Of course these labels should be customized and renamed as per event.

b) e-Commerce Section/Virtual Booths: - The Mobile App may have a dedicated section (Virtual Booths) for display of exhibitor`s products including images, company information, product videos and an additional 360 degree 3D view of the intended products to engage interested buyers. There shall be option on the App through which interested sellers may directly contact buyers/ exhibitors through display of buyer`s contact details such as contact nos. email etc. This in a way shall become a buyer-seller meeting platform for buyers and sellers. ITPO will earn money out of the annual slotting fees and premium positioning fees to be charged from the exhibitors for these virtual booths. There may be option on the App for rating of the company`s products and customer reviews to provide a better experience to the buyers as well and ensuring quality products positioning and supply from the sellers/ exhibitors as well.

c) Virtual Booths may be segregated on the basis of industry like automobile, food, manufacturing, sports etc.

d) Virtual booth should have 360 degree photos, videos, banner etc of the products.

e) Interaction: At Virtual Booth, there should be facility of one to one chat between participant and exhibitor. Exhibitor can also have multiple participants in a same session. Further there should be facility to conduct a video conference between exhibitor and participant.

f) Event Calendar: There should be an overall calendar for entire fair consisting of event details, eminent person joining/addressing etc.

g) Real-time Audience polls in-APP with LIVE projections and real-time results should be enabled. Also supported image polls with deep-linked notification for easy user-access.

h) Clickable Ad banner: There should be designated space across the App as well as at each virtual booth for sponsors. Banner should be updated based on duration.

C. User Specific Requirements

a) "My Favourites" Option: - The App should have a "My Favourites" option to allow the app user to bookmark exhibitors, food & beverages outlets, events, halls etc. of his interest and re-visit them as per his requirements.

b) "Help us get to know you" section: - The app should have a user`s interest gathering section to capture user`s interests which may be utilized for business analytics purposes and targeted marketing. The section may allow like/ dislike/ love/ delete etc. options.

c) "Curated For You" section: - Based on the data captured a "Curated for You" section should be available for the users which should present a bouquet of specialized interest items to the uses in that section. The user should only see information related to his interests in that particular section.

d) Add to calendar: User should be able to add any event (taking place in premise) to its calendar and accordingly it should be getting notification.

e) Announcements & notifications to all users or group of users. Popup on phone notification screen and inside app. Four notifications types - Simple Text, Image, Web-Linked & Deep-linked to App features.

f) Activity Wall: Facebook-like wall for users to post photo, videos, messages. Like, comment & share on social media. User posts should not show up in gallery or other sections

g) Personal Agenda: Attendees filter & create own agenda in-APP with automated reminders 15 min before start. Organize sessions, activities, events by time across days/tracks/locations with custom images & themes linked to speakers.

h) User Blogs: Users can submit their own blogs with images. Other users can like, comment, share via social media and email.

e) Leaderboard: App may support a leaderboard that shows attendee points & levels

f) Gamification: App should support user engagement with gamification. Assign levels & points to app actions. Boost gamification with text/image quiz with scores. Points are updated in leaderboard.

D. Integration Requirements:

a) "Social Media" section: - The App should contain a section having all Social Media handles of ITPO for facilitating user`s access to social media handles of ITPO.

b) Integration with any of the major Hotel & Flight booking aggregators: - The proposed Mobile App may have API integration with any of the major hotel booking and flight booking aggregators such as Airbnb, Trivago, TripAdvisor, MakeMyTrip, Expedia etc. Link to any of the Hotel booking and Flight booking aggregators may be available on ITPO`s App and ITPO may in turn get a pre-defined commission from theses aggregators on the total no. of bookings materialized, routed through ITPO`s app.

c) Integration with default weather monitoring Android and iOS Apps: - The proposed Mobile App should have API integration with the weather monitoring apps of Android and iOS. This feature of the App shall be of use to the overseas/ out-station exhibitors and visitors visiting India/ Delhi for any event or otherwise also and may prove helpful in generating increased mobile app traffic/ downloads.

d) Integration with any of the major taxi booking aggregators: - The proposed Mobile App may have API integration with any of the major taxi booking aggregators such as Uber, Ola Cabs, Meru cabs, Mega cabs (For retails taxi bookings) and Carzonrent/ Eco cabs etc. (for corporate taxi bookings). Link to taxi booking aggregators (Retail and Corporate) may be available on ITPO`s App and ITPO may in turn get a pre-defined commission from theses aggregators on the total no. of bookings materialized, routed through ITPO`s app.

e) Integration with Google and Facebook: - The App should have API integration to allow hassle-free login through user`s Google and Facebook accounts in addition to the conventional procedure of login after sign-up on the App.

E. Lounge & Forum:

a) App should support a virtual common space "Lounge" for attendees to engage and socialize.

b) Discussion Forum with upvote and downvote function to share views.

F. Reporting Requirements:

a) System should capture and support adequate reporting mechanism in terms of capturing business critical numbers.

b) Reports for total number of registrations, total number of exhibitors, visitors at a time, visitor across event, visitor on a particular day etc. to be captured.

c) Reports at virtual booth level also to be captured. Total number of visitors at virtual booth, visitors who interacted with exhibitor, visitors who seek

contact details of exhibiter etc.

d) Reporting requirements are not limited to above mentioned pointers, any activity which is deemed to be business critical, should be captured.

G. Navigation Requirements

a) Outdoor Navigation: - For outdoor navigation to Pragati Maidan premises, the app should have integration with the Google Maps through API.

b) Indoor Navigation: - Because GPS reception is normally non-existent inside buildings, other positioning technologies such as Wi-Fi, Beacons (Bluetooth Low Energy, BLE) or UHD may be used to create a so-called "Indoor GPS" that shall guide people precisely through IECC complex including Exhibition Halls, Convention Centre and other locations within Pragati Maidan. A feedback channel should also be available, for example, for sending push notifications etc.

c) GEOFENCING: - Geo-based services and processes can be used for targeted user communication and optimization of operational tasks and processes on the basis of geo-data. Location based services can be reactive or proactive. For reactive location-based services, the user searches for locations in the vicinity directly on his/her device, e.g. for ATMs at the airport. Proactive services "recognize" when a user enters a specific area and trigger an action – e.g. sending information or an offer to the user's Smartphone. The cost (if any) of equipments/devices to implement "Geofencing" shall be borne by the bidder.

d) Broad Map of Pragati Maidan: There should be a map option in the app. It should give user view of entire pragati maidan in terms of halls, parking, important venues etc. As user zoon into the map, details must be shown more precise.

e) Navigation to Booth: Participant page should have its introduction detail, product details, hall address with shop number also map route. Upon clicking on map route user should be guided to participant shop from its current location within the premises.

The proposed Mobile App may have proactive location-based services using the `GEOFENCING` technology. The triggering of an action when taking a specific path is called Geofencing (combination of geography and fencing). This can be used inside buildings without GPS reception. Geofencing is quite interesting for marketing in shopping centers, airports, train stations and at trade shows, among others. Users can be assigned anonymous "tags" that are based on their interests and behaviors. This could include characteristics such as age,

gender, visited areas / stores and length of stay. This helps to provide users with information and offers that are only relevant for them.

H.Web based functionalities for virtual booth and other features:

Agency should also support the web based application of mobile app. Virtual booth, its features, interaction etc, should be developed for web as well. Online registration, exhibitor search, user specific features should also be web supported. Hosting of web application should be on MEITY empanelled data centers and its cost to be borne by vendor.

I. CMS (Content Management System) Requirements

Entire application should be built using appropriate content management system to ensure fast and smooth update on application. Application should be dynamic in nature. CMS should also have following feature:

- It should be "hybrid" – content could be delivered to multiple channel
- It should slot neatly into a micro services architecture
- It should promote content reuse
- It should be framework-agnostic
- It should be device-agnostic
- It should be industry-agnostic
- It should manage content workflow intelligently
- It should be scalable

CMS data base maintenance cost should be borne by vendor. CMS should provide consistent experience both for mobile app as well as for web application. Any dynamic change should reflect both in mobile app as well as in web application.

7.1 OBLIGATION

7.1.1 ITPO's Obligations

a. ITPO shall provide adequate space and access to the authorized personnel of the Agency to work in the specified area. ITPO shall also nominate a Nodal officer from its organization to coordinate with Agency.

b. ITPO shall nominate officer (department/unit/cell wise) to verify the violation of any conditions of the agreement and impose penalty/deduction if any from the Agency's claims.

7.1.2 Agency's Obligations

a. All the scanned and digitized data and documents shall be the property of the ITPO and Agency shall have no right, title or interest in it. ITPO shall have the exclusive right to use it anywhere and in any manner.

b. Agency shall ensure that all information, data and or documents given to them by the ITPO are kept confidential. The entire work is entrusted to the Agency under trust and hence any leakage of information or passing of the information for any commercial purpose/exploitation or any other purpose whatsoever shall amount to committing an offence of stealing and criminal breach of trust liable for criminal prosecution.

c. No documents shall be allowed to be taken or transmitted outside the ITPOs premises without written permission from ITPO, in any manner what so ever. No employee of Agency shall share any documents or information relating to it to any outside unauthorized person. Violation of the will render immediate termination of contract and no payments will be made to the Agency along with forfeiture of Performance Security. Agency shall be wholly responsible in case of failure and will be liable to be prosecuted under the jurisdiction of the local court.

d. Agency shall be principal employer for the entire worker, laborer, out sourced persons and such persons shall not have any right to claim, any right of employment or contract with the ITPO.

e. Agency shall be responsible to comply all the Acts and or Rules and Regulation framed by Government of India or state Government to the work and employees. Agency alone shall be the principal employer of all the employees engaged by them and shall comply with all labor laws including minimum wages, gratuity, EPF, ESI etc. whichever is applicable. ITPO shall not be responsible for the terms

and conditions of employment of the staff engaged or the work undertaken by the Agency.

f. Agency shall obtain prior permission from the ITPO to work on holidays or on off office hours/ odd hours.

g. The Agency shall not carry and/or transmit any material, information, application details, equipment or any other goods/material in physical or electronic form, which are proprietary to or owned by ITPO, out of ITPO premises without prior written permission from ITPO.

h. Agency acknowledges that ITPO`s business data and other ITPO`s proprietary information or materials, whether developed by ITPO`s or being used by ITPO pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to ITPO; and Agency agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Agency to protect its own proprietary information. Agency recognizes that the goodwill of ITPO depends, among other things, upon Agency keeping such proprietary information confidential and that unauthorized disclosure of the same by Agency could damage ITPO and by that reason of Agency's duties hereunder. Agency may come into possession of such proprietary information, even though Agency does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. Agency shall use such information only for the purpose of performing the said services.

i. Ownership and retention of Documents: ITPO shall own the documents, prepared by or for the Agency arising out of or in connection with this contract. Forthwith upon expiry or earlier termination of this contract and at any other time on demand by ITPO, the Agency shall deliver to ITPO all documents provided by or originating from ITPO and all documents produced by or from or for the Agency in the course of performing the Services, unless otherwise directed in writing by ITPO at no additional cost. The Agency shall

not, without the prior written consent of ITPO store, copy, distribute or retain any such Documents.

7.2 USER ACCEPTANCE TESTING AND SECURITY AUDIT

ITPO will undertake an exercise of Testing, Acceptance and Certification of systems implemented for the project preferably through a third party agency (referred to as Quality Assurance/Certification Consultant or consultant), as soon as the agency declares the system to be ready for the exercise. The following methodology may be adopted: ITPO shall nominate a suitable neutral and technically competent agency/ consultant for conducting acceptance testing and certification.

The agency/ consultant will lay down a set of guidelines following internationally accepted norms and e-Governance Standards for the testing and certification in all aspects of project development and implementation covering software, hardware and networking including the processes relating to the design of solution architecture, design of systems and sub-systems, coding, testing, business process description, documentation, version control, change management, security, service oriented architecture, performance in relation to compliance with SLA metrics, interoperability, scalability, availability and compliance with all the technical and functional requirements of the RFP and the agreement.

7.3 HOSTING SERVICES

Agency must select any of the 12 agencies empanelled with MIETY to host the application, database, server etc.
Agency may be required to provide the dedicated/ cloud server space with the latest hardware and software specifications (minimum Tier III level server configuration) so that proposed application may be hosted. The hardware and software provided must be good enough to handle the peak load. Hosting should be in India only. In case ITPO decides to host proposed application on NIC Cloud or on its own server this line item will not be executed

Note: - In case ITPO decides to host proposed application on NIC Cloud or on its own servers, then the selected agency 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 application in all respects inter-alia including DBA support on need

basis and maintenance & installation of application software shall be part of scope of work of the contract at no extra cost to ITPO.

Agency 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. Agency has to ensure that the data is available at any point of time without any loss and may plan the backup cycle accordingly.

7.4 PROJECT IMPLEMNTATION METHODOLOGY

Design, Development and testing of the integrated Application	
Requirement Study	T + 5 Days
Preparation and submission of SRS document	T + 10 Days
Review and sign off of SRS document	T + 15 Days
Preparation and submission of Software Design Development	T + 20 Days
Review and sign off on SDD	T + 25 Days
Mobile Application Development and Testing	T + 60 Days
Users Acceptance Testing	T + 65 Days
Mobile Application and Web-based application Roll Out	T + 75 Days

Note:
All other intermediate activities which are required for smooth execution and functioning of the project are treated as part of the scope of work. Use of open source technologies should be made by the agency as much as possible. Technology may be suggested by the agency. However, the cost associated with the technology or software (Enterprise Version) shall be borne by the successful bidder only including the cost of Database Software (Enterprise Version) and user licenses, if any. The Database software will be licensed in the name of ITPO and the associated costs may be included by the bidder in the bid price.

7.5 IMPLEMENTATION APPROACH

Please note that the requirements stated in `Scope of work` are the broad guidelines envisioned by ITPO regarding the application 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:

i. A System Requirement Study (SRS) document will be created by the agency of the ITPO requirements, once the contract is awarded and before the start of the development. The SRS document will be created after detailed discussions with the ITPO`s concerned users. The development phase will begin only after SRS sign-off by the concerned department of ITPO.

ii. It is suggested that an incremental software development approach is adopted by the agency with provision for intermediary reviews, so that suitable modifications can be done before the completion of the end product.

iii. A detailed test plan should be created to check every aspect of the end product. Website will be accepted and deployed only after a comprehensive user acceptance testing.

iv. The agency shall get done Security Audit of the web-based application by any STQC empanelled agency without any extra cost to ITPO. The security audit clearance certificate for the web application should be submitted to ITPO. The application instance will be made live only after submission of the relevant security audit certificate by the agency. Any observations/ suggestions, if any in the audit report should be implemented in the application before making it live.

v. The agency shall be responsible for purchasing and deploying Alpha wild Secure Sockets Layer (SSL) certificate for web based CMS application.

vi. Agency shall be responsible for annual charges of SMS gateways subscription and integration with mobile app and/or web based CMS application. Estimated SMS numbers may be around 100,000 annually. In case annual SMS numbers increases above 100,000, than the pro rata basis cost shall be provided of the quoted approved rates.

8. TRAINING & OTHER DELIVERABLES

The vendor shall provide training/hand holding on the mobile app, web-based application developed and content management system to the associated

personnel and end users of ITPO at ITPO Headquarters, Pragati Maidan, New Delhi - 110001.

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 at least 07-10 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: -

- 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 solution developed will the property of ITPO and all the related source code, system files, database files, any other related items etc. will be handed over by the vendor to ITPO and & when requested.

9. ELIGIBILITY CRITERIA:-

S. NO.	CRITERION	SUPPORTING DOCUMENT
1)	The bidder should be a company registered in India under the Indian Companies Act 1956/2013 or a partnership registered under the India Partnership Act 1932 or a society constituted under the Societies Registration Act 1860 with their registered	☐ Copy of valid Certificate of Registration attested by Company Secretary/ authorized signatory should be submitted by the bidder. ☐ Copy of PAN Card attested by authorized signatory should be submitted by the bidder.

	office in India for the last five years as on 31st March, 2020.	
2)	The bidder should have active CMMi Level 3 certification as on the date of submission of Bids.	☐ Copy of valid certificate attested by authorized signatory should be submitted by the bidder.
3)	The bidder should have valid GSTIN.	☐ Copy of valid Certificate of Registration attested by authorized signatory should be submitted by the bidder.
4)	The bidder should have a technical support office in operation in Delhi/NCR.	☐ Copy of address proof of office premises in Delhi/NCR attested by authorized signatory should be submitted by the bidder.
5)	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.	☐ A self-declaration certificate from the authorized signatory should be submitted by the bidder.
6)	The bidder should have a minimum average annual turnover of Rs. 20 Crores 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 the experience of successfully executing two similar project(s) of development & maintenance of software application development in last 5 financial years ending 31st June, 2020 for any Central/State govt. Department/ PSU/ Autonomous bodies/ industry associations/ reputed private companies. Global projects will also be considered. The project	☐ Copies of (i) Purchase orders along with scope of work & deliverables and (ii) Satisfactory work completion certificate(s) issued by the purchaser need to be submitted by the bidder.

	value for a single project must not be less than Rs. 50 Lakh. The valid projects shall include projects having Mobile App development and Geo fencing functionality as part of the overall application development projects, software application development projects and also stand-alone Mobile App development projects. The quoted prior experience projects should be fully completed as on the date of submission of bids.	
8)	Bid processing fee of Rs. 2000 including GST @ 18% & EMD of Rs.80,000.	Bidders are required to submit the Bid processing fee and EMD through online mode as mentioned in the beginning of tender. Need to include payment details in technical bid only.

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

10.   WORK AWARD CRITERIA

Technical proposals will be examined as per the evaluation process detailed below. Financial bids of only those bidders who qualify minimum eligibility criteria as outlined in clause no. **9 "Eligibility Criteria"** and secure a minimum of **Seventy (70) marks** as per evaluation process given below will be considered

for opening of the financial bids.

S. No	Criteria	Basis for evaluation	Allotted Marks	Maximum Marks	Supporting Documents
1.	**Average Annual Turnover of bidder in last three (3) financial years**	Upto Rs. 30 Crores	**15**	**20**	Audited copies of bidder`s annual reports for the years i.e. 2018-19, 2017-18 and 2016-17 (Financial years) along with a certificate from a practicing Chartered Accountant on his letter head confirming average annual turnover during these financial years.
		Between Rs. 30 Crores – upto Rs. 50 Crores	**18**		
		More than Rs. 50 Crores	**20**		
2.	**Relevant Strengths/ Prior Work Experience pertaining to development & maintenance of software application development in last 5 financial years ending 31st June, 2020 for any Central/State govt. Department/ PSU/ Autonomous bodies/ industry associations/ reputed**	For 2 projects of similar nature	**15**	**20**	Copies of the purchase order(s) and work completing certificate(s) issued by the purchaser.
		For 3-5 projects of similar nature	**18**		
		Greater than 5 projects of similar nature	**20**		

	private companies. Global projects will also be considered. The project value for a single project must not be less than Rs. 50 Lakh. The valid projects shall include projects having Mobile App development and Geo fencing functionality as part of the overall application development projects, software application development projects and also stand-alone Mobile App development projects.				
3.	**Technical Presentation and Live Demonstration**			**60**	------N.A.-----
	Live Demonstration of Virtual Trade Show platform	Virtual Exhibition and corresponding booth set-up and segregation of virtual booths on the basis of event category, sub category etc.	**10**	**25**	Live Demonstration
		Exhibitor virtual booth with 360 degree product images, videos & Banners	**10**		

		Facility for one to one and group chat session / video conferencing among exhibitor and visitors.	**3**		
		Visitor to access product and exhibitor details available at booth level.	**2**		
	Live demonstration of indoor and outdoor navigation	Indoor navigation from current location to any specific location/booth with the help of technologies like Wi-Fi, Beacons (Bluetooth Low Energy, BLE) or UHD to build like indoor GPS.	**8**	**25**	Live Demonstration
		For outdoor navigation to Pragati Maidan premises, the app should have integration with the Google Maps through API.	**2**		
		Geo fencing: Geo-based services and processes for targeted user communication and optimization.	**12**		
		Broad Map of Pragati Maidan to give user a view of entire Pragati Maidan in terms of halls, parking, important venues etc. As user zoom into the map, details must be shown more precise.	**3**		

	Miscellaneous	Visitor movement tracking and sending them push notification	**2**		
		Integration with social platform and third party apps like cab, hotel, flight booking etc	**2**		
		Profiling and searching of exhibitors on the basis of various parameters like name, product category, hall number etc.	**2**	**10**	Live Demonstration
		Visitor registration module through app, One touch relevant contact section, language setting etc.	**2**		
		Individual user specific requirements like my favorite section, curated for you, add to my calendar etc.	**2**		

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

11. PROCESSING FEE

i. The tender fee is non-refundable.

ii. The EMD is non-interest bearing.

iii. The successful bidders' EMD will be discharged upon expiry of "Offer Validity Period" or upon receiving of Performance Guarantee. EMD of unsuccessful bidders shall be refunded after finalization of the tender.

iv. The EMD will be forfeited:

a) If a bidder withdraws his bid during the period of validity.

b) Or in case of a successful bidder, if the bidder fails to sign the contract in accordance with terms and conditions.

12. TENDER EVALUATION COMMITTEE

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

i. The Tender Evaluation Committee may choose to conduct negotiation or discussion and may ask for written clarification with any or all the bidders. The decision of the Evaluation Committee in the evaluation of the Technical and Commercial bids shall be final and binding on all the parties.

ii. Any effort by a bidder to influence the Tender Evaluation Committee`s processing of bids or award decisions may result in the rejection of the bid (s).

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.

14. BID PRICES

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

ii. The bidder shall include payment of all dues such as taxes & other statutory dues, not specifically mentioned in the specification but essential for successful completion of work. The bidder shall not be eligible for any extra charges in respect of such payments. Though not mentioned in the bid document extra charges if any shall be paid by the bidder only.

iii. All liabilities, whatsoever, on account of copy rights or any other reason, if any, shall be borne by the bidder.

15. PERIOD OF VALIDITY OF BID

i. **Validity Period:-** Bids shall remain valid for 180 (One Hundred and Eighty) days after the date of bid opening prescribed by ITPO; ITPO holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.

ii. **Extension of Period of Validity: -** In exceptional circumstances, ITPO may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional. A Bidder granting extension of validity will not be permitted to modify his technical or commercial bid.

iii. **Amendment of RFP:-** At any time prior to the deadline for submission of proposal, ITPO may, for any reason, whether at its own initiative or in response to clarifications requested by an applicant, modify the tender document by the issuance of Addendum/ Corrigendum and posting it on the official website of ITPO and cpp portal.

14. MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF PROPOSALS

i. The Applicant may modify, substitute, or withdraw its proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the ITPO prior to proposal due date. No proposal shall be modified, substituted, or withdrawn by the applicant on or after the proposal due date.

ii. Any alteration / modification in the proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

15. GENERAL TERMS & CONDITIONS

i. Tenders not submitted in the format specified as per the tender document will be summarily rejected. Tenders with incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.

ii. The tenders submitted without Tender Fee and EMD in the prescribed format/ instrument will be summarily rejected.

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

iv. Selected bidder shall commence the work of provisioning the services within five (5) working days of award of work. If the bidder, who is awarded the work, does not execute agreement or start work within the prescribed time, the Earnest Money Deposit/Performance Guarantee is liable to be forfeited and contract shall be liable for termination with immediate effect with immediate notice. If the successful bidder finds any hindrance in the start of the work so as to necessitate an extension of time allowed in the tender, the contractor shall apply in writing to ITPO which may grant the same in writing, if reasonable and satisfactory cause is shown. The extension can be granted by ITPO in its absolute discretion and if it finds the cause shown as genuine and sufficient.

v. No extra payment shall be made on any account including for visits to office of ITPO, Pragati Maidan, New Delhi.

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

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

viii. ITPO reserves the right to review the performance whenever so desires, and also to terminate the Work Order/Contract Agreement at any point of time during the contractual period in case the performance and the service rendered by the contractor is found to be unsatisfactory after serving three (3) written notices to the contractor with a notice period of three (3) months in normal course of action. In other situations, relevant provisions of the Contract/ Tender Document shall prevail. The work order can also be terminated at any point of time if the above mentioned work is no more required. The decision of ITPO in this regard shall be final and binding on the contractor.

ix. ITPO at its discretion, reserves the right to vary, amend or alter any

terms and conditions of the tender document with mutual consent at the time of placement of work order/ signing of the Contract Agreement.

x. The Contractor shall keep India Trade Promotion Organisation (ITPO) indemnified against any loss, damage that it may sustain or any claim made against it or any proceedings that may be taken out against any claims made by its employees for any loss / damage, payment etc during performance of his duty in ITPO. An undertaking to this effect has to be submitted by the contractor.

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

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

16. ACCEPTANCE & WITHDRAWALS

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

17. ITPO'S DECISION TO BE FINAL

The final decision would be based on the technical capacity and pricing. ITPO does not bind itself in selecting the firm offering lowest prices alone. The tender shall be submitted neatly and all corrections, over-typing shall be attested with seal and full signature. ITPO reserves the right to not to accept lowest price, to reject any or all the tenders without assigning any reason.

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

18. AWARD CRITERIA

i. Preliminary Scrutiny: ITPO will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items

are quoted as per the schedule. ITPO may, at its discretion, waive any minor nonconformity or any minor irregularity in an offer. This shall be binding on all Bidders and ITPO reserves the right for such waivers.

ii. The bids received will be first evaluated for completeness and responsiveness. Only those bids which are found to be responsive, will be considered for Technical evaluation, those bids which are technically qualified will be considered for financial evaluation. Non responsive/Non complete bids shall be summarily rejected and no communication of the same will be obligatory on the part of ITPO.

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

19. PERFORMANCE GUARANTEE (PG)

Within 15 days of the signing of the contract with ITPO, the successful Bidder shall furnish the Performance Security for an amount of equivalent to 10% of the total contract value in the form of Demand Draft (DD) drawn in favour of "India Trade Promotion Organisation" payable at New Delhi. Performance security shall be refunded preferably within 90 days after conclusion of the contractual period. Delay in submission of performance security may attract a penalty of Rs. 5,000 for the first week of delay & additional. Rs 5,000 for delay exceeding beyond one week limited to a maximum delay of two weeks. ITPO reserves the right to terminate the contract for a delay beyond 15 days.

20. PAYMENT TERMS & PERIOD OF CONTRACT

- ITPO shall pay fixed charges, on mutually agreed basis for the contracted services rendered.
- No Boarding, Lodging, TA, DA or any other expenses shall be paid by ITPO for providing Services.
- Payments during the application development phase will be made as per the below schedule:

Sr.No.	Activity	Payment (%) to be released
1.	After sign-off over the SRS Document	15% of the application development cost
2.	After implementation, commissioning & final acceptance of the Application	50% of the application development cost
3.	After successful scheduling of the	15% of the application development cost

	training programme and completion of the handholding support period of 07-10 days after completion of the development period of 75 days.	
4.	After six months of successfully supporting the application during warranty period ie: post 75+10+180 Days.	10% of the application development cost
5.	After one year of successfully supporting the application during warranty period ie: post 75+10+365 Days.	10% of the application development cost

Note: - Payment of an amount of 15% of the application development cost (as per Sr. no. 1 above) will be released against the Bank Guarantee of an amount of 110% of the amount equivalent to the amount being released.

The bank guarantee will be presented by ITPO for realization of the relevant amount before the bank in case of any kind of default by the agency leading to non-completion of the project within the stipulated time period.

- ITPO shall deduct any dues, such as TDS etc. while making payments.

- **WARRANTY SUPPORT AND ANNUAL MAINTENANCE CONTRACT (AMC):-**

After completion of the cumulative 85 days period including application development period of 75 days and training & handholding support period of 10 days, there will be a warranty support period for one year. One resource has to be deployed during this warranty support period who shall be responsible to ensure the application is up and running, any issues, bugs etc. The cost of warranty support period shall be included in one time development and implementation cost.

Post warranty period, maintenance period/ contract shall commence after completion of the cumulative 85 days (Development and handholding) + One year of warranty period. Maintenance period will be for a period of One (1) year and further extendable for two more years at the same rates and same terms & conditions subject to rendering of satisfactory services by the agency and at the sole discretion of ITPO, New Delhi. Payment for the maintenance period shall be released in equal quarterly installments for a particular annual maintenance contract year after completion of the quarter and submission of proper invoice(s) subject to satisfactory services rendered by the agency. The agency needs to submit satisfactory EPF, ESI compliance documents, Wage register of deployed Developer stationed on-site alongwith the invoices. A monthly undertaking from each of the developer cum maintenance engineer need to be submitted to the effect that the concerned employee is fully satisfied with the monthly wages paid to him as per his appointment contractual terms with the employer. Payments to the agency will only be released subject to satisfactory fulfillment of the above formalities. Please also note:

a. The vendor will provide one (1) Developer cum support engineer for a period of one year for warranty support post (75+10 Days) development, implementation and handholding of the application. Resource should have regular postgraduate degree such as M.E/M. Tech/MCA in Information Technology/ computer related field with 6 years relevant work experience. It is to be ensured that application is up and running.

b. The vendor will provide one (1) Developer cum maintenance engineer to be stationed at ITPO Headquarters for one (1) year after completion of the warranty support period of one year. Resource should have regular postgraduate degree such as M.E/M. Tech/MCA in Information Technology/ computer related field with 6 years relevant work experience. Maintenance engineer has to ensure support and resolution for any update, bug fixing, upgrade, and support to user department, data upload from backend if any, database and application related issues, or any technical issues.

c. The person needs to be stationed on regular basis and company has to make arrangements for substitute in case the regular person goes on leave for a period of more than two (2) days or otherwise. The engineer will be doing customization as well as provide operational maintenance support services. If the bidder feels there will be additional manpower requirement the same shall be deputed at no extra cost to ITPO.

d. The normal working hours would be 9:30 AM to 6:00 PM on working days. However, if required, the working hours may be extended beyond the office hours and on Saturdays and Sundays without any extra cost, such as special duties during exhibitions/trade fairs etc.

e. 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 to handover the system to ITPO along with the documents (Latest Updated Versions) and program files/source codes etc. one month before completion of the contractual period.

f. Note: All manpower as aforementioned should be provisioned from the day of commissioning of the project i.e. One day after signing of the contract Agreement who will coordinate for the software development work, attend meetings, gather data, prepare documents etc. Delay in deployment of manpower may attract a penalty of Rs. 5,000/- for the first week of delay and additional Rs. 5,000/- for delay exceeding beyond one week limited to a maximum delay of two weeks. ITPO reserves the right to terminate the contract for a delay beyond 15 days.

g. No change of manpower is allowed during the Period.

Note: ITPO will process the payment on receipt of the Bills, Statutory Challans etc. and as per procedure and terms & conditions in vogue.

21. **LIQUIDATED DAMAGES**

Failure to deliver the application in the stipulated period of 75 days will result in imposition of penalty of Rs. 10,000 per day of delay for a period of one (1) week and thereafter, Rs 20,000 per day of further delay for another two (2) weeks. Delay beyond three (3) weeks may attract forfeiture of the Performance Security/ Guarantee and termination of the contract, at the discretion of ITPO.

22. **TAXES AND DUTIES**

The prices (including all taxes, duties, etc excluding GST) quoted in the bid shall hold good and shall be binding on the bidder, not withstanding any increase in the prices of materials and labour or in the freights or levy of other charges whatsoever and the bidder shall not be entitled to claim any increase over the rates quoted by him during the period of currency of the contract except taxes and duties as introduced / modified by Govt. from time to time if any within the period from last date of bid submission to the original completion date of the Contract. Reimbursement of any new tax or variation of existing tax, introduced during last date of bid submission to the original

completion date of the Contract shall be paid in actual on submission of documentary evidence.

23. NOTIFICATION OF AWARD

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

24. EXPENSES FOR THE CONTRACT

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

25. FAILURE TO ABIDE BY THE CONTRACT

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

26. GOVERNING LAW

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

27. RESOLUTION OF DISPUTES

The dispute resolution mechanism shall be as follows:

a) In case of dispute between ITPO and the successful bidder, if not resolved amicably, same shall be referred to adjudication / arbitration in accordance with Indian Arbitration and Conciliation Act 1996.

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

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

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

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

28. 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.

29. 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.

30. 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.

31. OPENING OF COMMERCIAL BIDS

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

32. CLARIFICATION OF BIDS

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

33. 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.

34. 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.

35. REJECTION OF BID

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

36. COMPLIANCE WITH STATUTORY OBLIGATIONS

a. The contractor shall be responsible for ensuring compliance with provisions of related Labour Laws (Central/State) and specifically factory Act, Minimum Wages Act, Payment of wages Act, PF Act ,ESI Act, Payment of Bonus Act, Contract Labour (R&A) Act, Workmen Compensation Act etc. as applicable from time to time. The service provider shall be solely responsible for any cost and consequences on account of any breach and or non-compliance of any of the provisions of the Labour laws. The service provider shall indemnify ITPO against any claims/costs/damages and Penalties in respect of breach of the any of the provisions of the laws in force.

b. It shall be the responsibility of the contractor to comply with all liabilities arising out of any provisions of Labour Acts/Enactments (including PF/ESI/INSURANCE) hitherto in force or enacted from time to time during the term of the contract. In case of any breach, the contractor shall immediately notify ITPO in this regard.

c. The employees of the contractor shall not be deemed to be employees of ITPO; hence the compliance of the Laws with respect to its/their employee/their welfare will be the sole responsibility of the Successful Bidder. ITPO does not bind itself to provide any Canteen, Medical & Transport facilities inside or outside ITPO.

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

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

f. The contractor has to ensure that the prescribed minimum wages as applicable from time to time to the respective category of personnel deployed at ITPO (as per central/State Govt.) are paid on or before 7th of the following month.

g. All records, documents under various statutory provisions including ESI/PF/Disbursement of monthly Wages shall be maintained by the successful bidder and shall be open for inspection by an authorized representative of ITPO/third party authorized by ITPO and Government Agencies.

37. TERMINATION & EXIT CLAUSE

Termination for Default:

a) ITPO may, without prejudice, to any other remedy for breach of contract, by prior written notice (maximum three times) of default sent to the bidder, terminate the contract in whole without assigning any reason if:-

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

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

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

c) ITPO shall also be at liberty to terminate the contract/agreement for any reason including change in situation or circumstances etc. by providing to the successful bidder a three (3) month's written notice. The successful bidder shall also be at liberty to terminate the contract by providing to ITPO a three (3) month's written notice. In such an event, the terminated party shall have no right to claim compensation/damages etc. from the terminating party on account of early termination. However the party shall duly comply with their respective obligations during the notice period and thereafter, shall discharge the obligations arising out of the agreement till the

termination. The successful bidder who exercises the option of this exit clause or the successful bidder for whom ITPO exercises the option of this exit clause will however not be allowed to participate atleast in the immediate next tender floated for the subject work.

38. **FORCE MAJEURE**

The successful bidder shall not be liable for forfeiture of its Performance Security or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purpose of this clause, "Force Majeure" means an event beyond the control of the 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.

<div align="right">

General Manager
I.T. Services Division
ITPO

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CHECKLIST (WITH PAGE NUMBERS)
(To be filled properly and submitted along with technical bid)

S.NO.	DOCUMENT (s)	YES/NO	Ref. Page No.
1.	In support of Clause no. 9(1) of tender document		
2.	In support of Clause no. 9(2) of tender document		
3.	In support of Clause no. 9(3) of tender document		
4.	In support of Clause no. 9(4) of tender document		
5.	In support of Clause no. 9(5) of tender document		
6.	In support of Clause no. 9(6) of tender document		
7.	In support of Clause no. 9(7) of tender document		
8.	In support of Clause no. 9(8) of tender document		
9.	In support of Clause no. 9(9) of tender document		
10.	Annexure – 1		
11.	Annexure – 2		
12.	Annexure – 3		
13.	Annexure – 4		
14.	Annexure – 5		
15.	Annexure – 6		
16.	Annexure – 7		

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

<u>TECHNICAL BID</u>

Tender No. ITPO/ITSD/ MOBILE APP-IITF2020/2020   **Date:-**

Sub: Appointment of an agency for development of a Mobile App (both on iOS and Android platforms) for events & activities of ITPO with special emphasis on India International Trade Fair, 2020.

S. No.	Item Description	Particulars
1.	Name of the Company	
2.	Mailing address	
3.	Contact Executive Details (Name, Designation, Mobile No. and Email Id)	
4.	Telephone no. of the company	
5.	Website of the company	
6.	GSTIN	
7.	PAN	
8.	Registration no. of the company	
9.	Details of EMD	
10.	Details of Tender Fees	

Yours sincerely,

(   )
Authorized Signatory
Name…………………………
Designation…………………………
Company stamp/ Seal…………………………

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

Tender No. ITPO/ITSD/ MOBILE APP-IITF2020/2020   **Date:-**

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

Sub: Appointment of an agency for development of a Mobile App (both on iOS and Android platforms) for events & activities of ITPO with special emphasis on India International Trade Fair, 2020.

Dear Sir,

With reference to tender no. **ITPO/ITSD/ MOBILE APP-IITF2020/2020 dated ....,** we hereby submit our bid in the prescribed format as desired by ITPO. We hereby also accept the terms & conditions prescribed in the bid document.

Thanking you,

Yours sincerely,

(   )
Authorized Signatory
Name...............................
Designation.............................
Company stamp/ Seal..............................

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

Know all men by these presents, we, ... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./Ms.................................... son/daughter/wife of..................................... and presently residing at..who is presently employed with us and holding the position of.................... as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory or Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for Invitation of online bids for Appointment of an agency for development of a Mobile App (both on iOS and Android platforms) for events & activities of ITPO with special emphasis on India International Trade Fair, 2020, including but not limited to signing and submission of all applications, proposals and other documents and writings, and providing information/ responses to ITPO, representing us in all matters before ITPO, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with ITPO in all matters in connection with or relating to or arising out of our Proposal for the said Tender and/or upon award thereof to us.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Signatory or Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .... DAY OF ...., 2020

For ....

(Signature, name, designation and address)

Witnesses:

1.   2.

Notarized
Accepted
....
(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of appropriate denomination and should be registered or duly notarized by a notary public.

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

FORMAT FOR POWER OF ATTORNEY FOR THE AUTHORISED SIGNATORY

Ref: - Tender No. ITPO/ITSD/ MOBILE APP-IITF2020/2020   dated......................

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

Sub: Appointment of an agency for development of a Mobile App (both on iOS and Android platforms) for events & activities of ITPO with special emphasis on India International Trade Fair, 2020.

Dear Sir,

With reference to tender no**. ITPO/ITSD/ MOBILE APP-IITF2020/2020 dated......**we hereby, authorize the following person as authorized signatory to carry out necessary bid formalities with ITPO with reference to this tender and authorize to sign the bid documents and contract / agreement with ITPO.

1. Name of the authorized representative............
2. Designation..............
3. Contact No (Mobile) ....

Thanking you,

Yours sincerely,

(   )
Authorized Signatory
Name.............................
Designation............................
Company stamp/ Seal.............................

CERTIFICATE IN SUPPORT OF FINANCIAL TURNOVER

Tender No. ITPO/ITSD/ MOBILE APP-IITF2020/2020   **Dated……**

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

Sub: Appointment of an agency for development of a Mobile App (both on iOS and Android platforms) for events & activities of ITPO with special emphasis on India International Trade Fair, 2020.

Dear Sir,

In response to the tender reference no. **ITPO/ITSD/ MOBILE APP-IITF2020/2020 dated……,** we hereby declare that the details of financial turnover of our company during the last three financial years are as follows:-

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

Thanking You,

Yours sincerely,

(   )
Authorized Signatory
Name of the Chartered Accountant…………………..
Registration no. with Seal…………………………….
Contact No……………………………

UNDERTAKING APROPOS NOT BEING BARRED/BLACK LISTED

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

Ref: Tender no. ITPO/ITSD/ MOBILE APP-IITF2020/2020 dated......

Sub: Appointment of an agency for development of a Mobile App (both on iOS and Android platforms) for events & activities of ITPO with special emphasis on India International Trade Fair, 2020.

Dear Sir,

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

Thanking you,

<div align="right">

Yours sincerely,

(   )
Authorized Signatory
Name.............................
Designation.............................
Company stamp/ Seal...............................

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UNDERTAKING APROPOS INDEMINFYING ITPO

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

Ref: Tender no. ITPO/ITSD/ MOBILE APP-IITF2020/2020 dated......

Sub: Appointment of an agency for development of a Mobile App (both on iOS and Android platforms) for events & activities of ITPO with special emphasis on India International Trade Fair, 2020.

Dear Sir,

We hereby indemnify ITPO against any loss, damage that it may sustain or any claim made against it or any proceedings that may be taken out against any claims made by our employees for any loss / damage, payment etc during performance of his duty in ITPO. We shall be solely responsible for any cost and consequences on account of any breach and or non- compliance of any of the provisions of the Labour laws specifically The Contract Labour (Regulation and Abolition) Act, 1970, The Employee`s Provident Fund & Miscellaneous Provision Act, 1952, Employee`s State Insurance Act, 1948, Factory Act, Minimum Wages Act, Payment of wages Act, Payment of Bonus Act, Workmen Compensation Act etc. and indemnify ITPO against any claims/costs/damages and penalties in respect of breach of the any of the provisions of the laws in force.

Thanking you.

<div align="right">Yours sincerely,</div>

<div align="right">

(   )
Authorized Signatory
Name...........................
Designation...........................
Company stamp/ Seal..............................

</div>

PROFORMA OF CONTRACT AGREEMENT

This Agreement (which shall include it's subsequent Amendment (s), if any), entered on DD/MM/YYYY into by and between M/s India Trade Promotion Organisation, a Government of India enterprise registered under the Companies Act, 1956 having its registered office at Pragati Bhawan, Pragati Maidan, New Delhi-110 001 (hereinafter shall be referred to as "the Company", which expression unless repugnant to its meaning or context thereof, shall include its executors, administrators, successors and permitted assignees) as ONE PART

AND,

M/s_____a firm having its office at (hereinafter shall be referred to as "the Contractor/successful bidder", which expression unless repugnant to its meaning or context thereof, shall include its executors, administrators, successors and permitted assignees) as OTHER PART. This contract shall be effective from the ....2020 upto one year i.e. utpo..............2021 and further extendable for a period of another two (2) years i.e. upto ....2023 subject to satisfactory services and at the sole discretion of ITPO and at the same rates and Terms & Conditions (Bidding Document Ref. No. **ITPO/ITSD/ MOBILE APP-IITF2020/2020 dated.........** The Contractor, under this Agreement, shall execute the subject job / provide service(s) in a professional manner as per the detailed scope of work as defined in the bidding document and the Company will pay the Successful bidder for execution of the subject job / service(s) provided as per the agreed payment terms and conditions of the bidding/contract document. The Successful bidder shall also be liable for the Defect Liability Period / Warranty Period, if specifically mentioned in the bidding document, for the job executed/ service provided by him/them. All the terms and conditions of the Detailed Letter of Acceptance and its enclosures including bidding document and if Addendum(s) shall be applicable and binding for this Agreement.

In witness whereof the parties have executed this Agreement on DD/MM/YYYY. Signed and Delivered Signed and Delivered

For and on behalf of

India Trade Promotion Organisation

Name:
Designation:
Date:
Place:

For and on behalf of
Other Part _____

Name:
Designation:
Date:
Place:

Witness 1:   Witness 2:

India Trade Promotion Organisation   Other Part:
Name: Name:
Designation: Designation:
Date: Date:
Place: Place:

BANK DETAILS of ITPO for EMD/ Tender Fee amount deposit

Name of the Beneficiary	India Trade Promotion Organisation
Name of the Bank	Central Bank of India
Branch Address	Pragati Maidan, New Delhi-110001
Account No.	1167404133
Type of Account	Saving
RTGS Code	CBIN0284078
MICR Code	11006150
PAN No.	AATI2955C
GSTIN	07AAATI2955C1ZX