

**INDIA TRADE PROMOTION ORGANISATION
PRAGATI MAIDAN, NEW DELHI-110001**

Tender Ref. No. ITPO/ITSD/RTTS/2022

Date: 17/08/2022

INVITATION OF ONLINE BIDS

FOR

“SELECTION OF AN AGENCY FOR PROVIDING ALL-ENCOMPASSING TURNKEY SOLUTION FOR ATTENDEE REGISTRATIONS, BOTH ONLINE & OFFSITE, INCLUDING ONLINE AND ONSITE SALE OF ENTRY TICKETS, REAL TIME (ONLINE) AUTHENTICATION OF ONLINE (INCLUDING TICKETS IN MOBILE PHONE AND/OR PRINTOUT OF M-TICKET/E-TICKET) AND OFFLINE TICKETS VIA BARCODE/QR CODE AND VERIFICATION AT ENTRY GATES/HALLS FOR FAIRS ORGANIZED BY ITPO AT PRAGATI MAIDAN, NEW DELHI.”

INDIA TRADE PROMOTION ORGANISATION

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Online bids are invited in two-bid system for “Selection of an agency for providing all-encompassing turnkey solution for attendee registrations, both online & offsite, including online and onsite sale of entry tickets, real time (online) authentication of online (including tickets in mobile phone and/or printout of m-ticket/e-ticket) and offline tickets via Barcode/QR code and verification at Entry Gates/Halls for fairs organized by ITPO at Pragati Maidan, New Delhi”.

S. No.	Name of Work	Earnest Money (INR)	Cost of tender (INR)
1.	Selection of an agency for providing all-encompassing turnkey solution for attendee registrations, both online & offsite, including online and onsite sale of entry tickets, real time (online) authentication of online (including tickets in mobile phone and/or printout of m-ticket/e-ticket) and offline tickets via Barcode/QR code and verification at Entry Gates/Halls for fairs organized by ITPO at Pragati Maidan, New Delhi.	Rs. 1,00,000/-	Rs. 5,900/-

Offline bids shall not be accepted.

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 at Annexure-9.
2. Tender documents may be downloaded from ITPO's web site www.indiatradefair.com (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given below.

INDICATIVE CRITICAL DATE SHEET:-

Tender Publish Date	17.8.2022 (10.00 A.M.)
Bid Document Download Start Date	17.8.2022 (10.00 A.M.)
Bid Submission Start Date	17.8.2022 (11.00 A.M.)
Bid Submission End Date	25.8.2022 (3.00 P.M.)
Technical Bid Opening Date	26.8.2022 (3.30 P.M.)

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

scanned document.

4. Not more than one tender shall be submitted by one contactor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
5. Tenderer who has downloaded the tender from the ITPO's website www.indiatradefair.com 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 tampered/ 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 “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- d. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- e. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- f. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- g. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- j. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

13. ASSISTANCE TO BIDDERS

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

REQUEST FOR PROPOSAL

1. OBJECTIVE

This RFP (Request for Proposal) is issued as a request for Selection of an agency for providing all-encompassing turnkey solution for attendee registrations, both online & offsite, including online and onsite sale of entry tickets, real time (online) authentication of online (including tickets in mobile phone and/or printout of m-ticket/e-ticket) and offline tickets via Barcode/QR code and verification at Entry Gates/Halls for fairs organized **by ITPO at Pragati Maidan, New Delhi.**

The Client – ITPO

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

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

General Manager, I.T. Services Division, ITPO invites online bids from eligible bidders for Selection of an agency for providing all-encompassing turnkey solution for attendee registrations, both online & offsite, including online and onsite sale of entry tickets, real time (online) authentication of online (including tickets in mobile phone and/or printout of m-ticket/e-ticket) and offline tickets via Barcode/QR code and verification at Entry Gates/Halls for fairs organized by ITPO at Pragati Maidan, New 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 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 selection of a vendor for providing all-encompassing turnkey solution for attendee registrations, both online and onsite, including online and onsite sale of entry tickets and tech driven ground management solutions during fairs organized by ITPO at Pragati Maidan, New Delhi. The recipient agrees that it will cause its Directors, Partners, officers, employees and representatives and any other parties who provide services to the recipient to use the tender document for the purposes in the manner stated above. ITPO does not make any representation or warranty expressed or implied, as to the accuracy, authenticity, timeliness and/or completeness of the information contained in this tender document. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender document. ITPO also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this tender document. ITPO may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender document. The issue of this tender document does not imply that ITPO is bound to select a bidder and ITPO reserves the right to reject all or any of the bidders or bids without assigning any reason whatsoever.

4. INTERPRETATION:

In this tender document, unless the context otherwise requires,

- a) For the purpose of this tender document, where the context so admits,
 - i. The singular shall be deemed to include the plural and vice versa; and
 - ii. Masculine gender shall be deemed to include the feminine gender and vice-versa.
- b) References to a “*person*” if any shall, where the context so admits, include references to natural persons, partnership firms, companies, bodies, corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency thereof;
- c) References to Clauses, Recitals or Schedules are references to clauses and recitals of and schedules to the Contract and the Tender Document. The Schedules, annexure and addendums shall form an integral part of this Contract.
- d) Any reference herein to a statutory provision shall include such provision, as is in force for the time being and as from time to time, amended or re-enacted in so far as such amendment or re-enactment is capable of applying to any transactions covered by this Contract. Any references to an enactment include references to any subordinate legislation made under that enactment and any amendment to, or replacement of, that enactment or subordinate legislation. Any references to a rule or procedure include references to any amendment or replacement of that rule or procedure.
- e) The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this Tender Document. References to the word “include” and “including” shall be construed without limitation. Any reference 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 (ITPO), the premier trade promotion organization, manages India's premier trade fair complex, Pragati Maidan in New Delhi. ITPO organizes various domestic events i.e. India International Trade Fair, Aahar-International Food Fair, India International Footwear Fair, Delhi Book Fair, Stationery Fair, India International Security Fair etc. & approx. 70-80 third-party fairs round the year at the iconic venue of Pragati Maidan (New Delhi).

ITPO intends to select a vendor for providing all-encompassing turnkey solution for attendee registrations, both online & onsite, including online and onsite sale of entry tickets, real time (online) authentication of online (including tickets in mobile phone and/or printout of m-ticket/e-ticket) and offline tickets via Barcode/QR code and verification at Entry Gates/Halls for fairs organized by ITPO at Pragati Maidan, New Delhi.

7.1 Scope of the work shall include:-Pre Event and Set-up days:-

- a) Creating online visitor Date and time slot show visitor registration page with payment gateway integration.
- b) Resource planning for onsite registration – Hardware and Manpower.
- c) Setting up counters for badge personalization & distribution on set-up days.
- d) Access Scan of badges to monitor floor count during set-up days.
- e) Set-up Visitor registration counters with computer + printer + scanning.
- f) Set-up LAN network in registration locations with local servers with internet connectivity.
- g) Organize & brief registration staff.
- h) Set up visitor access scan and at entry and exit point of visitor flow.
- i) Distribution of lanyards and badges at all registration locations.
- j) Visitor flow plan.
- k) Overseeing queue manager placement.
- l) Overseeing Registration signages and fascia.
- m) Receipt book and onsite ticketing process plan.

Event Days:-

- a) Ensure readiness of all registrations and ticket selling / scanning counters.
- b) Adequate staff deployment as per requirement of the ITPO.
- c) Crowd queuing with the help of security agencies.

- d) Setting up information counters with help-desk & ushers to guide visitors during fairs.
- e) Visitor registration data collection quality monitoring.
- f) Entry of / exit scanning of visitors at exhibition halls and entry/exit gates.

Detailed process to be followed as given below:-

- A. **Venue Recce:** The complete manpower set up/entry set up, visitor registration counters planning is to be identified for on ground requirements, through a practical and experienced approach as per different event.
- B. **Ticket Booking Portal and Mobile App:** The agency shall develop/provide web based ticket booking portal and similar mobile app on android and iOS platforms for booking of tickets. The tickets should be in printable format which is to be sent to e-mail of user in the form of pdf etc and also on mobile at e-ticket/m-ticket. The mobile app may also have other information pages related to events, if so asked by ITPO. However no extra cost will be paid for this.
- C. **Gate Entry Management:** The agency should provide adequate manpower for managing the lanes at all the gates for public, exhibitors and vendors entry at the venue; Set up of adequate latest technology equipped handheld barcode scanners/PDA with real time connectivity to servers to validate the gate entry via physical ticket/M-ticket. The agency needs to scan each and every (online and offline ticket) for providing entry in Pragati Maidan. The number of manpower to be deployed during the fair shall be communicated by ITPO as per requirement with respect to the expected footfall in events. The deployed manpower shall be distributed to various gates of Pragati Maidan. Manpower will wear suitable uniform and should have good communication skills in English & Hindi. In addition to the deployed manpower at gates, there shall be atleast one supervisor deployed at all gates. These supervisors will report to the Team Leader deployed from the agency onsite. The Team Leader will report to ITPO on daily basis or as per the requirement of ITPO. Further, as per requirement, information counters manned with ushers and helpdesk personnel shall be setup by the vendor to guide visitors during fairs.
 - i. It is clarified that the above items and manpower deployment is purely on temporary basis during events and on hire basis. Through this tender, ITPO does not intend to procure any hardware item or any software item.
 - ii. It is also informed that the security of the items is primarily with the bidder however, ITPO will provide general security.

EXHIBITOR, SERVICE & CONTRACTOR REGISTRATION PROCESS:-

- a) **Pre-printed badges** - Badges may be made available by ITPO and shall be kept ready in various kits as per their respective categories for the data provided by the ITPO.
- b) **Spot registration** - The respective forms need to be filled which will be authorized by the one point contact from the organizer team, post which the badges will be handed over.

7.2 REGISTRATION PROCESS FOR PRE-REGISTERED VISITOR:-

- a) Pre-registered visitor needs to show the e-badge to any registration counter.
- b) The registration personnel will scan the e-badge with scanner, print (personalize) and issue the badge to the visitor.
- c) In case if any visitor fails to get the e-badge then the registration personnel will ask for URN or find visitor details in the system via searching their name, company name, email id or mobile number. Then print (personalize) and issue the badge.
- d) The visitor will then walk to the entry gate where visitors badge will be scanned by the scanning

personnel via scanners.

VISITOR DATA COLLATION PROCESS:-

- a) The online visitor pre-registration link will be live during show days also and from a pre-fixed date (as decided by ITPO) or atleast 7 days prior to the event, failing which penalty @ 2% of the work order value or part thereof shall be charged. 2% penalty will be applicable for one day of delay and proportionately more for delay exceeding one day.
- b) The excel file will have the below details of the visitor :
 - i. URN (Unique Reference Number)
 - ii. First name
 - iii. Last name
 - iv. Designation
 - v. Company name
 - vi. Email id
 - vii. Mobile number
 - viii. City
 - ix. State
 - x. Country
- c) The same will be loaded in the registration system software to generate the badges for pre-registered visitors during the show days.
- d) An SMS & Email blast to all the visitor pre-registration data informing about their respected URN's may be done by the vendor.

7.3 REGISTRATION PROCESS FOR ON-SPOT VISITORS:-

- a) On spot visitors will be directed to the form filling counters.
- b) They fill up the entire registration form (To be provided and printed by the ITPO, and will be directed to the on-spot registration counters.
- c) The registration personnel will check the form and issue the badge to the visitor.
- d) The visitor will then walk to the entry gate where visitors' badge will be scanned by the scanning personnel via scanners.

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

7.4 BACKUP PLAN:-

The ITPO will try to stick to the registration process followed and shared with the vendor. Many a times we see a surge in the visitor flow & counts and excessive queuing at the entry/ exit gates. The vendor will need to devise a backup plan with adequate manpower and other resources required to handle such situations.

7.5 POST SHOW REPORTS:-

- a) Every EOD (End of Day) counts will be shared by the vendor to ITPO for the total number of visitors entered to the show.
- b) Bifurcation for same will be given as follows:
 - i Pre-registered visitors – xyz nos.

- ii On spot visitors Delhi – xyz nos.
 - iii On spot visitors outstation – xyz nos. (This is visitor count apart from Delhi)
 - iv On spot visitors international – xyz nos.
 - v VIPs – xyz nos.
- c) Various categories with their respective nos.
 - d) The above counts will also be shared everyday on hourly basis or in intervals depending on the flow of the visitors during the show (as required by ITPO).
 - e) Repeat visitor counts may also be shared.
 - f) A consolidated Post-Show Report inter-alia including all above analytics, registration/ ticket sale data for the entire event, records of all unsuccessful registrants/ failed ticket bookings etc. need to be shared by the vendor within seven (7) days of conclusion of the event, failing which penalty @ 5% of the work order value or part thereof shall be charged. 5% penalty will be applicable for one week (7 days) of delay and proportionately more/ less for delay exceeding one week or falling short of one week.
 - g) Ticket sale/ registration data and ticket validation data at the gates also need to be submitted on daily basis; the same day, during the event (including pre-event and event days), failing which penalty @ 1% of the work order value or part thereof shall be charged. 1% penalty will be applicable for one day of delay and proportionately more for delay exceeding one day.

7.6 ROLES AND RESPONSIBILITIES:-

- a) Walkie Talkie(s) for the vendor team and fair organizer team for coordination between the registration locations & crowd management shall be arranged by the vendor at their own cost. Any event of default in the above mentioned contract term may attract a penalty @ 2% of the total work order value or part thereof. The same shall be charged for each event of default notified in writing by ITPO to the vendor.
- b) Manpower performance default: The Agency should provide adequate manpower for managing the lanes at all the gates for public, exhibitors and vendors entry at the venue, failing which penalty @1% (per incidence) of the of the work order value or part thereof shall be charged. 1% penalty will be applicable on per incidence for every written notice served.
- c) Visitor registration forms to be printed and arranged by the vendor, if needed.
- d) Queue managers at all registration locations to manage the crowd will be provided by the vendor, as per requirement communicated by ITPO, irrespective of the quantity required.
- e) Storage space with locking facility preferably at all registration locations will be provided by the ITPO, subject to availability.
- f) Internet Connectivity at the registration locations and halls locations have to be arranged by the vendor, as per requirement of the event. Wired internet connectivity need to be taken by the vendor through ITPO's authorized/ recommended service provider. Electricity connections and consumption charges towards the internet set-up and registration & ticket validation counters set-up to be borne by the ITPO.
- g) Fabrication of registration counters/ physical ticket distribution counters will be done by the ITPO.

7.7 PAYMENT COLLECTION, PAYMENT GATEWAY, BANK CHARGES, CONVENIENCE FEE/ INTERNET HANDLING CHARGES ETC.

- a) ITPO's bank account and/or payment gateway will be used by the selected agency and entire receipts towards sale of online tickets/ business visitors registrations will go directly to ITPO's designated bank account. In case ITPO's payment gateway is used, the banking/ transaction charges, if any applicable will be collected by the payment aggregator and treated as required.
- b) The contractor will not be allowed to collect the Convenience Fee/ Commission over & above the cost of tickets/ registration fees. Banking/ transaction charges from the person booking the tickets could be charged as per the applicable Government/ RBI guidelines and as finalized in consultation with ITPO.

8. ELIGIBILITY CRITERIA:-

Sr. NO.	CRITERION	SUPPORTING DOCUMENT
1)	The bidder should be a company registered in India under the Indian Companies Act 1956/2013 Companies (Amendment) Act, 2017 or a proprietorship firm or a partnership registered under the India Partnership Act 1932 or a society constituted under the Societies Registration Act 1860 with their registered office in India for the last five years as on 31 st March, 2022.	Copy of valid Certificate of registration attested by Company Secretary/ authorized signatory of the bidder.
2)	The bidder must have an average annual turnover of minimum Rs.2.50 Crore in any 3 out of last 4 financial years i.e. FY 2021-22, 2020-21, 2019-20 and 2018-19.	Duly signed & stamped copies of balance sheets and a Certificate from a Chartered Accountant for the preceding three (3) financial years are to be provided as supporting documents.
3)	The bidder should have an experience of providing similar solutions including facility of online ticket booking and/ or visitor registration services alongwith access control at the entry gates with real time authentication & verification of tickets (online & offline tickets), badges etc. in atleast five (5) events including exhibitions, conferences, sports events etc. attended by more than 75000 people in last five years ending 31.03.2022.	<ul style="list-style-type: none"> Copies of purchase order(s). Work completion certificate(s). <p>Note: - Only relevant work orders along with work completion certificates be given subject to a maximum limit of Ten (10). Non-compliance may result in rejection of the bid.</p>
4)	The company should have valid GSTIN registration and PAN card.	Copy of GST registration certificate and PAN card of the company.

5)	The bidder must be registered with The Employees' Provident Fund & Miscellaneous Provision Act, 1952 and Employees' State Insurance Act, 1948.	I. Copy of the registration certificates to be submitted as supporting documents. II. In case of being exempted from the relevant acts, the bidder will be required to produce relevant exemption certificates or an undertaking to the same effect.
6)	The company should not be black listed by any Govt. /semi Govt.organization or PSU	An undertaking to this effect has to be submitted alongwith the technical bid.
7)	The bidder must deposit Earnest Money Deposit (EMD) of Rs.1,00,000/- (Rupees One Lakh Only) through RTGS/ NEFT in favour of "India Trade Promotion Organisation" payable at New Delhi as per bank details given in Annexure-9.	Transaction Details/Exemption Proof
8)	Non-refundable tender fee of Rs. 5900/- (Rupees Five Thousand Nine Hundred Only, including 18% GST) through RTGS/ NEFT in favour of "India Trade Promotion Organisation" payable at New Delhi as per bank details given in Annexure-9.	Transaction Details/Exemption Proof

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

9. CRITERIA FOR EVALUATION: -

- i) Bidders are required to qualify all the conditions of the clause no. 8. "Eligibility Criteria". Technical solution presentation will be required to be given by all the bidders qualifying technical eligibility criteria.
- ii) **Evaluation of technical proposal:**
Technical solution will be examined as per the evaluation process detailed in Annexure 10. Those bidders whose Technical marks as per the Technical evaluation criteria (Annexure 10) is 70 marks or more out of 100 shall be declared as qualified for evaluation of their Financial Proposals. Bidders who have secured less than 70 marks shall be rejected. The bidder with highest marks (TM) will be given a Technical Score (ST) of 100 points. The Technical Scores of other Applicants will be computed as follows:

$$STx = 100 \times T/TM$$

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

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

iii) Evaluation of Financial Proposal:

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

$$SF = 100 \times FM/F$$

(F = Amount of Financial Proposal)

iv) Combined and Final Evaluation

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

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

Where, Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.7 and 0.3 respectively.

- v) Contract will be awarded to the bidder with highest combined score, the bidder with second highest score shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked bidder withdraws, or fails to comply with the requirements specified in Clauses as 20, 21 & 22 as the case may be.

10. PROCESSING FEE

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

11. TENDER EVALUATION COMMITTEE

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

- i. The Tender Evaluation Committee may choose to conduct negotiation or discussion and may ask for written clarification with any or all the bidders. The decision of the Evaluation Committee in the evaluation of the Technical and Commercial bids shall be final and binding on all the parties.
- ii. Any effort by a bidder to influence the Tender Evaluation Committee's processing of bids or award decisions may result in the rejection of the bid (s).

12. UNDERTAKING

An undertaking from the bidder stating the compliance with all the conditions of the contract and technical specifications of the bidding document will be required since no deviation will be acceptable to ITPO.

13. BID PRICES

- i. The price i.e. offer must be made by the intending bidder covering all important points mentioned in this bid document. The financial offer may be submitted keeping in view the terms and conditions of this bid document and site conditions.
- ii. The bidder shall include payment of all dues such as taxes & other statutory dues, not specifically mentioned in the specification but essential for successful completion of work. The bidder shall not be eligible for any extra charges in respect of such payments. Though not mentioned in the bid document extra charges if any shall be paid by the bidder only.
- iii. All liabilities, whatsoever, on account of copy rights or any other reason, if any, shall be borne by the bidder.

14. PERIOD OF VALIDITY OF BID

- i. **Validity Period:-** Bids shall remain valid for 180 (One Hundred 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.

15. MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF PROPOSALS

- i. The Applicant may modify, substitute, or withdraw its proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the ITPO prior to proposal due date. No proposal shall be modified, substituted, or withdrawn by the applicant on or after the proposal due date.
- ii. Any alteration / modification in the proposal or additional information or material supplied subsequent to the proposal due date, unless the same has been expressly sought for by ITPO, shall be disregarded.

16. GENERAL TERMS & CONDITIONS

- i. Tenders not submitted in the format specified as per the tender document will be summarily rejected. Tenders with incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.
- ii. The tenders submitted without Tender Fee and EMD in the prescribed format/ instrument will be summarily rejected. Exemption from submission of tender fee and EMD will be considered for NSIC/ MSME registered bidders.
- iii. The bidder cannot make any amendment in the Technical Bid /Commercial Bid; neither can he impose any condition. All such bids will be rejected at the discretion of ITPO.
- iv. No extra payment shall be made by ITPO on any account including for visits to office of ITPO, Pragati Maidan, New Delhi. The vendor shall not have any rights to make any claims in this regard anytime during the contractual period of five years.
- v. The Contractor shall give a demonstration of the complete solution preparedness to ITPO, be it ticketed event or involving visitor's registration, atleast seven (7) days prior to commencement of the event. Failure to do so may attract a penalty to the tune of the 5% of the total work order value for the entire event, for each day of delay.
- vi. ITPO shall have full right for rejecting any or all tenders without specifying any reason(s) thereof. There shall be no obligation on the part of ITPO to inform the unsuccessful bidders of the outcome of the tender process and reasons for rejection of tender.
- vii. There shall be no negligence during the contractual period while performing the awarded job. Depending upon the severity of negligence (If any), ITPO reserves the right to blacklist the agency for a suitable period or from further participation in any of the jobs to be done for ITPO, Pragati Maidan, New Delhi. The decision of ITPO shall be final and binding on the successful bidder/ contractor.
- viii. ITPO reserves the right to review the performance whenever so desires, and also to terminate the Work Order/Contract Agreement at any point of time during the contractual period in case the performance and the service rendered by the contractor is found to be unsatisfactory after serving a written notice to the contractor.
- ix. ITPO at its discretion, reserves the right to vary, amend or alter any terms and conditions of the

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

- x. The Contractor shall keep India Trade Promotion Organisation (ITPO) indemnified against any loss, damage that it may sustain or any claim made against it or any proceedings that may be taken out against any claims made by its employees for any loss / damage, payment etc during performance of his duty in ITPO. An undertaking to this effect has to be submitted by the contractor.
- xi. The charges quoted by the bidder in the Item rate BOQ and subsequently agreed to between ITPO and the contractor in the contract agreement shall be fixed for the entire contractual period.
- xii. All the information whose access is given to the contractor shall be the property of ITPO and it should not be utilized for any other purpose without prior written consent of ITPO.
- xiii. The empanelled agency must pay minimum wages and comply with other statutory obligations as laid down by the Central Government/ Govt. of NCT of Delhi, whichever is higher, in accordance with the minimum wages Gazette Notification issued by Central Government/ Govt. of NCT of Delhi from time to time. The responsibilities of timely payment of wages to its employee and compliance of relevant labour laws, EPFO, ESI Acts etc., would be that of bidder and bidder shall indemnify ITPO against any such claims and/or for not compliance/ default of applicable laws. The agency will ensure compliance of the relevant Acts by itself or through its authorized service provider(s) as per applicable laws.
- xiv. All the data generated through the system and the process shall be the sole property of ITPO and data security and confidentiality shall be the responsibility of the vendor. The vendor also needs to sign a Non-Disclosure Agreement with ITPO during the phase of signing of the contract agreement. The vendor will get created or mirrored hosting site at ITPO's own data center or any other authorized data center, if needed. The cost for the same shall be borne by ITPO.
- xv. The successful bidder will be given exclusive rights to provide the contracted services for all the exhibitions happening in Pragati Maidan, New Delhi during the contract/ extended contract term. However, ITPO reserves the rights to allow alternate vendor for the similar services in any event in exceptional circumstances, at its sole discretion without assigning any reason whatsoever.
- xvi. The manpower proposed to be deployed at the registration counters, helpdesk, ticket validation counters should be a mix of male and female staff, should have good communication skills both in English and Hindi, should be presentable and should be dressed in proper uniforms decided in consultation with ITPO. The manpower proposed to be deployed will be interviewed by ITPO Committee prior to commencement of the event and the resources found suitable shall only be deployed during the event. Non-compliance may attract a penalty to the tune of 10% of the total work order value or part thereof depending on severity of the default.

17. ACCEPTANCE & WITHDRAWALS

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

tender by ITPO, the bidder shall have no right to withdraw his tender, or claim higher price.

18. ITPO'S DECISION TO BE FINAL

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

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

19. AWARD CRITERIA

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

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

20. NOTIFICATION OF AWARD

The bidder whose bid has been accepted shall be notified of the award by ITPO prior to the expiration of the period of validity of the proposal, by registered letter, email or fax. The bidder shall acknowledge in writing, the receipt of the Letter of Intent (LoI) and shall communicate his acceptance in writing to enter into the contract with ITPO within three (3) days from the receipt of the LoI.

21. SIGNING OF AGREEMENT

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

22. PERFORMANCE GUARANTEE (PG)

The successful bidder/ contractor will be required to deposit a Performance Guarantee amounting to Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only) in the form of Demand Draft favouring "India Trade Promotion Organisation" payable at New Delhi for the contractual period and no interest shall be payable on this amount. This Performance Guarantee (PG) after deductions (if any)

or if not forfeited (due to any of the reasons as mentioned in the tender document) shall be refunded to the contractor maximum after 90 days from the date of expiry of the contractual period. This Performance Guarantee can be forfeited by ITPO if the contractor fails to perform any of its obligations in the contract agreement to be signed between ITPO and the contractor. Breach of any of the terms and conditions of the contract may further make the vendor liable for getting blacklisted from engaging in any kind of business dealings with ITPO for a duration as deemed fit by ITPO and as per rules/guidelines in vogue.

23. PERIOD OF THE CONTRACT & PAYMENT TERMS

- a) No Boarding, Lodging, TA, DA or any other expenses shall be paid by ITPO for providing contracted services.
- b) The contract shall be initially for a period of three (3) years and can be extended for two (2) or more years subject to rendering of satisfactory services by the vendor and at the sole discretion of ITPO, New Delhi.
- c) The pre-decided payment(s) against the work awarded by ITPO will be made to the contractor after conclusion of the event subject to satisfactory services being rendered by the contractor and on submission of proper bills/ invoices, other supporting documents, including but not limited to required reports, EPF & ESIC compliance related document, wage registers of the deployed employees etc. It will be the successful bidder's responsibility to ensure deposit of EPF and ESIC contributions in respect of all the applicable personnel deployed for providing required services during events and submit supporting documents along with the invoices, mandatorily required for payment release.

24. EXPENSES FOR THE CONTRACT

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

25. FAILURE TO ABIDE BY THE CONTRACT

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

26. GOVERNING LAW

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

27. DISPUTE RESOLUTION MECHANISM AND GOVERNING LAW

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

- a) The contractor and the ITPO shall endeavor their best to amicably settle all disputes arising out of or in connection with the terms of license in the following manner: -
 - i) The contractor raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

- ii) The matter will be referred for negotiation between Competent Authority of the contractor and ITPO. The matter can be endeavored to be resolved between them and the agreed course of action documented within a further period of 15 days.
- b) In case the dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- c) The “Arbitration Notice” shall accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- d) The arbitrators shall hold their sittings at New Delhi. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at New Delhi alone shall have the jurisdiction in respect of all matters connected with the License Agreement. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- e) The contractor shall not be entitled to suspend the Service/s or the completion of the assignment, pending resolution of any dispute between the Parties and shall continue to operate in accordance with the provisions of the Contract Agreement and payments to be made by the contractor as mentioned under the Agreement, notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.
- f) The contract shall be governed by and interpreted in accordance with Indian law.

28. AUTHENTICATION OF BID

The originals, if any and all copies of the bid document shall be signed by a person or persons duly authorized to bind the bidder to the contract. A duly stamped Power-of- Attorney accompanying the bid document shall support the letter of authorization. Bid will not be considered valid without aforesaid documents. The person or persons signing the bid document shall initial all pages of the bid document, including pages where entries or amendments have been made.

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 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 of default sent to the bidder; with notice period of 15 days, terminate the contract in whole without assigning any reason if:-
 - I. The qualified bidder fails to perform any obligation(s) under the contract agreement.
 - II. If the bidder is in material breach of the representations and warranties contained in this contract agreement.
- b) ITPO may at any time terminate the contract with immediate effect by giving written notice to the bidder, if bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to ITPO. In this case no compensation shall be made available to the bidder.

38. FORCE MAJEURE

The Contractor shall not be liable for forfeiture of its Performance 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 Contractor 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 Contractor 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.

As regards Coronavirus (Covid-19) and its variants or related strains, it is recognized by the Parties that the present Agreement is being made in the background of the prevailing restrictions/ prohibitions imposed by the governmental/ municipal/ local authorities in view of Covid-19. The Parties agree that the ongoing pandemic caused by Coronavirus (Covid-19) and its variants or related strains are not covered in “force majeure” and will not be treated as a force majeure cause for the purposes of this Agreement or as cause for any other purpose affecting business during the license period.

**General Manager
I.T. Services Division
ITPO**

**India Trade Promotion Organisation
(A Govt. of India Enterprise)****TECHNICAL BID****Tender Ref. no. ITPO/ITSD/RTTS/2022****Date: 17.8.2022**

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

Sub: Bid Application/ Technical Bid.

S. No.	Item Description	Particulars
1.	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 Ref. no. ITPO/ITSD/RTTS/2022

Date:-17.8.2022

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

Sub: Letter of undertaking regarding acceptance of Terms & Conditions.

Dear Sir,

With reference to tender no. ITPO/ITSD/RTTS/2022 dated 17.8.2022, 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 the 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 selection of a vendor for providing all-encompassing turnkey solution for attendee registrations, both online and onsite, including online and onsite sale of entry tickets and tech driven ground management solutions during fairs to be organized by ITPO at Pragati Maidan, New Delhi, including but not limited to signing and submission of all applications, proposals and other documents and writings, and providing information/ responses to ITPO, representing us in all matters before ITPO, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with ITPO in all matters in connection with or relating to or arising out of our Proposal for the said Tender and/or upon award thereof to us.

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

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2022

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

Tender Ref. no. ITPO/ITSD/RTTS/2022

Date: 17.8.2022

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

Sub: Authorization Letter for authorized signatory.

Dear Sir,

With reference to tender no. ITPO/ITSD/RTTS/2022 dated 17.8.2022, 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 Ref. no. ITPO/ITSD/RTTS/2022

Date: 17.8.2022

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

Sub: CERTIFICATE IN SUPPORT OF FINANCIAL TURNOVER.

Dear Sir,

In response to the tender reference no. ITPO/ITSD/RTTS/2022 dated 17.8.2022, 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.	2018-19	
2.	2019-20	
3.	2020-21	
4.	2021-22	

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 Ref. no. ITPO/ITSD/RTTS/2022 dated 17.8.2022.

Sub: UNDERTAKING APROPOS NOT BEING BARRED/BLACKLISTED.

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.

Yours sincerely,

()

Authorized Signatory

Name.....

Designation.....

Company stamp/ Seal.....

INDEMNIFICATION UNDERTAKING

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

Ref: Tender Ref. no. ITPO/ITSD/RTTS/2022 dated 17.8.2022.

Sub: INDEMNIFICATION UNDERTAKING.

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.

Yours sincerely,

()

Authorized Signatory

Name.....

Designation.....

Company stamp/ Seal.....

PROFORMA OF CONTRACT AGREEMENT

This Agreement (which shall include its 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 the2022 upto.....2022 (Bidding Document Ref. no. ITPO/ITSD/RTTS/2022 dated 17.8.2022). 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:
India Trade Promotion Organisation
Name:
Designation:
Date:
Place:

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

BANK DETAILS of ITPO for EMD/ Tender Fee amount deposit

Name of the Beneficiary	:	INDIA TRADE PROMOTION ORGANISATION
Name of the Bank	:	CENTRAL BANK OF INDIA
Branch Address	:	PRAGATI MAIDAN, NEW DELHI-110001
Account No.	:	1167404133
Type of Account	:	SAVINGS
IFSC Code	:	CBIN0284078

ANNEXURE-10

S. No	Criteria	Maximum Marks	Supporting Documents
Technical Presentation and Solution`s Live Demonstration		100	-----N.A.-----
1.	Approach and Methodology with Presentation including proposed solution and its components, understanding of challenges likely to be encountered and its proposed mitigation plan, process quality management SOPs, backup plans and risk mitigation plans. etc.	20	Technical Presentation and Solution`s Live Demonstration
2.	Visitor Registration web-based portal & Mobile App User Interface, functional adaptability, backend-end reporting, event listing and publicity plans on the web portal & Mobile App etc.	60	Technical Presentation and Solution`s Live Demonstration
3.	Pre-event days, event days & post show days reporting methodology.	20	Technical Presentation and Solution`s Live Demonstration
Total		100	