



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

Tender No. **ITPO/SD&CS/RITES Modules/2015**

Date :- 24-11-2015

Sub: Maintenance of RITES modules and Service Tax modules

India Trade Promotion Organization (ITPO) invites sealed technical and commercial bids from eligible bidders.

Important Information

Cost of tender document	Rs.525/- including 5% D-VAT through demand/bank draft favouring ITPO.
Earnest Money Deposit	Rs. 50,000/- through demand/bank draft.
Last date for submission of sealed bids	14-12-2015 (3.00 pm)
Opening of Technical bids	14-12-2015 (3.30 pm)

For downloading/details of tender, please visit our website:
www.indiatradefair.com.

Table of Contents

1. Overview:.....	3
2. Scope of Work, Terms & Conditions:	4
3. Eligibility Criteria:.....	6
4. EMD:	7
5. Performance Guarantee:	7
6. Submission of Bid:	7
7. Late Bids:.....	8
8. Payment Terms:.....	8
9. Resolution of Disputes:.....	9
10. Indemnity; No Waiver; Specific Performance:	9
Technical Bid	10
Financial Bid	12
PROFORMA OF AGREEMENT	13

TENDER DOCUMENT

Sub: Maintenance of Tailor Made Software Modules and Service Tax module.

1. Overview:

India Trade Promotion Organisation (ITPO), a Govt. of India enterprise (ITPO) is looking for a competent and suitable company for the maintenance of following software modules with the provision of three skilled resident software engineers as also to support modification in the existing software modules from time to time, as and when needed:

1. **Tailor Made Software Modules:** developed on client-server architecture using Visual Basic 6.0, D2K 6i as a front end and Oracle 9i as back end. Report generation is as crystal report, oracle report 6i and DOS reports. Total estimated number of nodes loaded with one or the other software modules listed below is 200. The application software to be maintained are as below:

S. No.	Software Module Description	S. No.	Software Module Description
1.	Domestic Fairs	13.	Culture
2.	Foreign Fairs	14.	Information & Computer Deptt.
3.	Administration & personnel Information	15.	Engineering
4.	Travel	16.	Law (Legal)
5.	Stores Management System	17.	Vigilance
6.	Publicity & Public Relations	18.	Marketing
7.	Trade Development & Merchandising Division	19.	Pay Roll
8.	Protocol	20.	Finance
9.	Security	21.	Food Kiosks
10.	Fixed Asset System	22.	Regional Office(s)
11.	Revenue	23.	Business Information Centre
12.	PF System (TDA)	24.	PF System

2. **Service Tax module:** Based on Microsoft .NET 4.0 framework with C# as front end. Crystal reports is used in some places for generating the reports. Service tax module runs on client-server architecture, with approximately 200 client nodes.

For the purpose of selecting a software vendor with the services of three skilled resident engineers for the maintenance of above software modules and development work therein, General Manager, Computer Department, ITPO invites sealed bids in two-packet system (technical and financial).

Interested companies may quote their competitive prices in the tender document which may be downloaded from our website www.indiatradefair.com.

Cost of tender document	Rs.525/- including 5% D-VAT through demand/bank draft favouring ITPO.
Earnest money deposit	Rs. 50,000/- through demand/bank draft. (To be submitted along with tender document)
Last date for submission of sealed bids	14-12-2015 (03.00 pm)
Opening of Technical bids	14-12-2015 (03:30 pm)
Opening of Financial bids	Will be advised to the shortlisted bidders separately

2. Scope of Work, Terms & Conditions:

- i. Up-gradation of software, now running on Windows XP, Windows Vista and Macintosh (if so needed) at client level, to make them compatible with Windows 7, Windows 8, Windows 10 and Macintosh operating systems. The up gradation will also be carried out if PCs with higher versions of operating system, if launched, are procured and installed.
- ii. Day to day maintenance of the software.
- iii. Installation of software in client-server architecture environment in case of formatting of servers, PCs and/or purchase/installation of new servers/PCs.
- iv. Rectification of bugs occurring in the application software running in the existing environment.
- v. Deployment of 3 resident experienced software professionals with due concurrence of ITPO at ITPO's premises (Monday-Friday between 10.00 a.m. and 06.00 p.m.) for day-to-day maintenance of software modules including fixing of bugs and errors. On certain occasions, the engineers may have to attend office on Saturdays and Sundays as well.
 - o Minimum qualification for resident engineers:
 - a. Regular B. Tech. / MCA degree holder
 - b. 4 years of relevant work experience

- vi. For development in the software modules necessitated by change of government policies like tax structures etc., the payment would be extra based on number of man-days efforts involved in the development work. Any new development (if any) will follow these general guidelines:
- Any new software developed will be seamlessly integrated with the old software system.
 - Successful bidder will decide with the user division all reports to be developed before the start of the new development work.
 - Maintenance of new software developed will also be taken care of by the successful bidder till the end of the contract.
 - New development will be done using the open source technology as much as possible. In case any licensed software is to be purchased by ITPO, the vendor will assist in the same, and will make sure that all the licensed software are in place before the deployment of newly developed software.
 - Vendor will provide detailed user manuals, system manuals, Data Flow Diagrams and proper training for any new development and also for the existing upgraded tailor made software.
 - Source code of the software so developed/upgraded will be the property of ITPO and vendor will provide the same to ITPO in suitable recording media.
- vii. The maintenance of all the software is a single order. As such the job would be assigned to a single party which is the overall lowest bidding company found technically fit for the job.
- viii. In case the bidder refuses to undertake the job, the EMD would be forfeited.
- ix. Clarifications, if any, may be sought on or before 30-11-2015 between 10.30 am and 05.00 pm.
- x. ITPO reserves the right to reject any or all bids without assigning any reason.
- Award of job does not in any way entitle the vendor to have any exclusive rights and privileges.
 - All disputes shall be subject to the jurisdiction of Courts in Delhi.
- xi. The initial contract shall be for a period of one year, which can be extended for maximum of 2(two) years upon satisfactory services and at the sole discretion of ITPO.

3. Eligibility Criteria:

S. No.	Criteria	Document to be submitted
1	The bidder should be a Company registered in India under the Companies Act 1956 or a partnership registered under the India Partnership Act 1932 with their registered office in India at least for the last five years.	Copy of incorporation certificate of the company/ memorandum of association.
2	Bidder must be a CMMI Level-3 or above certified company.	Self attested copy of CMMI Level-3 certificate
3	Average annual turnover of last 3 financial years should not be less than Rs. 25 lakhs.	Audited copy balance sheet of last 3 financial years to be submitted.
4	The bidder should be registered under VAT or Service Tax	Copies of VAT/TIN and Service Tax registration certificates.
5	The bidder must be registered with Employees Provident Fund (EPF) / Employees Estate Insurance Corporation ESIC. Please provide documentary proof along with latest deposit challans.	Please attach copies of latest EPF returns for last three months.
6	Bidder should have a development office in Delhi-NCR region.	Self declaration that the bidder has a development office in Delhi-NCR region.
7	Vendor should have experience in providing end-to-end software solutions and maintenance.	Furnish 3 (three) work orders of the value of Rs. 10 lakhs (Rupees Ten Lakhs) each or more and completion certificates certifying the same, secured by the bidder during the last five years. (i.e. up to October 30, 2015)
8	Vendor should not be black-listed (during the last five years) by any agency in Central / State / PSUs as on the bid submission date.	Self declaration by the vendor, signed by the authorized signatory

4. EMD:

Earnest money deposit (EMD) of Rs. 50,000/- in the form of bank/demand draft favouring India Trade Promotion Organisation, New Delhi to be submitted along with the Technical bid. EMD of unsuccessful bidders shall be refunded after finalization of Tender.

Forfeiture of EMD: The EMD will be forfeited:

- If the bidder withdraws the bid after quoting and submission / acceptance;
- If the bidder withdraws the bid , or unilaterally amends, impairs or rescinds the offer before the expiry of the validity period the bid or within the time frame of extension given by ITPO in special case communicated before the expiry for the bid;
- If the bidder fails to comply with any of the provisions of the terms and conditions of the bid specification;
- If the selected bidder fails to execute agreement in prescribed format and furnish the bank guarantee within the prescribed time.

5. Performance Guarantee:

A Performance Guarantee (PG) of 10% of the total tender cost will be deposited by the successful vendor by the way of demand draft favouring ITPO, New Delhi, within fifteen (15) days of the notification of Contract award. PG shall be refunded after successful completion of contractual period i.e. three years. The performance guarantee deposited by the bidder shall be forfeited in case the successful bidder fails to perform its obligations under the contract agreement to be signed between ITPO and the successful bidder. The successful bidder shall be notified in writing prior to forfeiture of PG, if such situation arises.

6. Submission of Bid:

- i. The bidding process would be a two packet system viz. Technical and Financial. The Financial bids of those bidding companies which are found technically qualified will only be opened.
- ii. Technical bid should be submitted in the prescribed format in sealed envelope with “Technical Bid for Maintenance of Software Modules” clearly written on the envelope.
- iii. Bidders are requested to submit the following along with the Technical Bid:
 - Copy of incorporation certificate of the company/ memorandum of association.
 - Copy of CMMI Level-3 certificate

- Copies of VAT/TIN and Service Tax registration certificates.
 - Earnest money deposit (EMD) of Rs. 50,000/- in the form of bank/demand draft favouring India Trade Promotion Organisation, New Delhi.
 - Demand/bank draft towards the tender document cost of Rs. 500/-.
 - Please furnish 3 (three) work orders of the value of Rs. 10 lakhs (Rupees Ten Lakhs) each or more and completion certificates certifying the same, secured by the bidder during the last five years. (i.e. up to October 30, 2015)
 - Audited copy balance sheet of last 3 financial years to be submitted.
 - Please attach copies of latest EPF returns for last three months.
 - Self declaration by the vendor, signed by the authorized signatory, that the bidder is not black-listed (during the last five years) by any agency in Central / State / PSUs as on the bid submission date.
 - Self declaration that the bidder has a development office in Delhi-NCR region.
- iv. Financial bid contained in separate envelope and “Financial Bid for Maintenance of Software Modules” written on the envelope should contain the unit price and the tax amount in respect of each deliverable. The percentage and category of tax applicable on the items must also be mentioned.
- v. Rates quoted in the financial bid should be valid at least for 60 days from the last date for submission of bids.
- vi. Technical and Financial bids must be submitted latest by 14-12-2015 (up to 03.00 pm) to:

Manager-IT Services
 India Trade Promotion Organisation
 Pragati Bhawan, Pragati Maidan
 New Delhi – 110001
 Tel: 011-23371540

7. Late Bids:

Any Bid received by ITPO after the deadline for submission of Bids prescribed in this document, will be summarily rejected and returned unopened to the Bidder. ITPO shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.

8. Payment Terms:

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

9. 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/ conciliator in accordance with Indian Arbitration and Conciliation Act 1996.
- c. The CMD of ITPO will be the competent authority to nominate person/ official who will act as arbitrator/ conciliator.
- d. The decision of the arbitrator/ conciliator 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.

10. Indemnity; No Waiver; Specific Performance:

Successful bidder shall provide indemnity bond as format given below on the company letter head:

“(a) [INSERT NAME] shall indemnify, defend and hold harmless ITPO against any losses, liabilities, claims, damages, costs, and expenses including reasonable legal fees and other expenses and disbursements in connection therewith and interest charges thereon suffered or incurred by ITPO which arise out of, result from, or may be payable by virtue of any breach of any representation, warranty, covenant or agreement made or obligation required to be performed under this Agreement by [INSERT NAME].”

“(b) [INSERT NAME] acknowledge that damages alone would not be an adequate remedy for any breach of the terms and conditions of this Agreement and ITPO shall be entitled to the remedies of injunction, specific performance or other equitable relief. Such remedy shall be in addition to and not in lieu or limitation of other remedies available to ITPO at law or in equity.”

“(c) Failure by ITPO in exercising any right, power or privilege hereunder shall not act as a waiver, nor shall any single or partial exercise thereof preclude any further exercise of any right, power or privilege.”

**General Manager
IT Services**

**India Trade Promotion Organisation
Pragati Maidan, New Delhi-110001**

Tender No. ITPO/SD&CS/RITES Modules/2015

Dated _____

Technical Bid

Name of the bidder: _____

Mailing address: _____

Contact Executive _____

(Name & designation)

Tel: _____ Mobile no. _____

Fax: _____

E-mail: _____ Website: _____

VAT/TIN No. _____ Service Tax No. _____

(Please attach copies of certificates and latest returns)

ISO Regn. No. _____ (desirable)

ISO URL website _____

Annual turnover during last fiscal Rs. _____
(attach copy of audited Balance Sheet)

Major Govt. PSU clients _____

(attach separate sheet, if necessary)

No. of software professionals in company _____

S. No.	Name	Designation	Qualification	Experience (in years)
1				
2				
3				
4				

5				
6				
7				
8				
9				
10				

Details of EMD DD No._____ dated_____

Drawn on _____

Details of tender cost DD No._____ dated_____

Drawn on _____

Date: _____

(Signature with seal of company)

**India Trade Promotion Organisation
(A Govt. of India Enterprise)
Pragati Bhawan, Pragati Maidan
New Delhi-110001**

Financial Bid

Tender No. ITPO/SD&CS/RITES Modules/2015

Dated _____

Name of the bidder: _____

Mailing address: _____

Contact Executive _____

(Name & designation)

Tel: _____ Mobile no. _____

Fax: _____

E-mail: _____ Website: _____

S. NO.	ITEM	COST(Rs)
1	Maintenance Cost for contract duration, i.e. 3 years	
2	Rate for per man-day effort for development work	
TOTAL COST: (In figures)		

TOTAL COST (in words): _____

L1 Criteria: - The bidder whose "Total Cost" as indicated above, comes out to be the lowest will be declared as the L1 Bidder.

Date: _____ (Signature with seal of company)

PROFORMA OF AGREEMENT

This **Agreement** (which shall include it's subsequent Amendment (s), if any), entered on DD/MM/YYYY into by and between **M/s ITPO**, a Government of India Company 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 shall be effective from the DD/MM/YYYY for 03 (Three) years i.e. upto DD/MM/YYYY (Bidding Document No. ITPO/SD&CSD/CM&FMS/2014). 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 For and on behalf of

India Trade Promotion Organisation

Name: Name:

Designation: Designation:

Date: Date:

Place: Place:

Other part

Name: Name:

Designation: Designation:

Date: Date:

Place: Place:

In the presence of witness:

Name: Name:

Designation: Designation:

Date: Date: