

**India Trade Promotion Organisation**

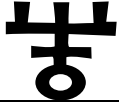
**Tender Document for  
Development of Mobile Application for fairs organized by ITPO at Pragati Maidan**

**Tender No. ITPO/SD&CSD/MobApp/2014**

**Dated 5.8.2014**

**India Trade Promotion Organisation**  
(A Govt. of India Enterprise)  
Gate No. 3, Pragati Bhawan, Pragati Maidan  
New Delhi – 110001

**TENDER DOCUMENT**



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

Tender No. ITPO/SD&CSD/MobApp/2014

Date :- 5.8.2014

**Subject : Development of Mobile Application for fairs organized by ITPO at Pragati Maidan**

Cost of tender document	Rs.525/- (Rs. Five Hundred Twenty Five Only) including 5% VAT, through demand/bank draft favoring <u>ITPO</u>
Earnest money deposit	Rs.10,000/- (Rs. Ten Thousand Only)through demand/bank draft favoring <u>ITPO</u>
Last Date for receiving queries/clarifications	12.8.2014
Last date for submission of sealed bids	26.8.2014 (3.00 pm)
Opening of Technical bids	26.8.2014 (3.30 pm)

For downloading/details of tender, please visit our website: [www.indiatradefair.com](http://www.indiatradefair.com).

## Table of Contents

<b>S. No.</b>	<b>Particular</b>	<b>Page No.</b>
1	REQUEST FOR PROPOSAL	5
2	DEFINITIONS	5
3	DISCLAIMER	5
4	INTERPRETATION	6
5	DUE DILIGENCE	6
6	COST OF BIDDING	7
7	CLARIFICATION OF BIDDING DOCUMENTS	7
8	AMENDMENT OF TENDER DOCUMENT	7
9	SCOPE OF THE WORK	7
10	ELIGIBILITY CRITERIA	10
11	PROCESSING FEE & EARNEST MONEY DEPOSIT (EMD)	10
12	UNDERTAKING	11
13	BID PRICES	11
14	PERIOD OF VALIDITY OF BIDS	11
15	MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF PROPOSALS	12
16	SPECIAL TERMS & CONDITIONS	12
17	ACCEPTANCE & WITHDRAWALS	13
18	ITPO'S DECISION TO BE FINAL	13
19	PERFORMANCE GURANTEE(PG)	13
20	PAYMENT TERMS	14
21	PERIOD OF THE CONTRACT	14
22	INDEMNITY	14
23	NOTIFICATION OF AWARD	14
24	SIGNING OF AGREEMENT	14
25	EXPENSES FOR THE CONTRACT	14
26	FAILURE TO ABIDE BY THE CONTRACT	14
27	TERMINATION OF CONTRACT	15
28	GOVERNING LAW	15
29	RESOLUTION OF DISPUTE	15
30	SUBMISSTION OF BIDS	15
31	CONTENTS OF TECHNICAL ENVELOPE-1	15
32	CONTENTS OF COMMERCIAL ENVELOPE-2	15
33	AUTHENTICATION OF BID	16
34	VALIDATION OF INTERLINEATIONS IN BID	16
35	SEALING & MARKING OF BIDS	16
36	RESPONSIBILITY OF BIDDERS	16
37	REJECTION OF BID	16

38	LATE BIDS	16
39	OPENING OF TECHNICAL BIDS	16
40	ANNOUNCEMENT OF BIDS	16
41	BIDS NOT CONSIDERED FOR EVALUATION	17
42	OPENING OF COMMERCIAL BIDS	17
43	CLARIFICATION OF BIDS	17
44	COMPLETENESS OF BIDS	17
45	RECTIFICATION OF ERRORS	17
46	REJECTION OF BIDS	17
47	SERVICE LEVEL AGREEMENT	17
48	SCHEDULE & IMPORTANT INFORMATION	18
49	TECHNICAL BID PERFORMA	19
50	COMMERCIAL BID PERFORMA	21
51	CHECK LIST (ANNEX – 1)	22
52	FORMAT FOR APPLICATION & LETTER OF UNDERTAKING REGARDING ACCEPTANCE OF TERMS & CONDITIONS (ANNEX- 2)	23
53	FORMAT FOR POWER OF ATTORNEY FOR THE PROPOSAL SIGNATORY (ANNEX- 3)	24
54	SERVICE LEVEL AGREEMENT ( ANNEX – 4)	25

## 1. REQUEST FOR PROPOSAL

India Trade Promotion Organisation (ITPO), a premier trade promotion organisation, manages India's premier trade fair complex, Pragati Maidan in New Delhi. ITPO intends to select a company for Developing Mobile Application/s for its fairs/exhibitions organized by ITPO at Pragati Maidan, New Delhi . For this purpose, System Development & Compliance Services Division (SD&CSD), ITPO invites sealed Technical and Commercial bids from eligible companies.

## 2. DEFINITIONS

**“Applicable Law”** - means all relevant laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgment, 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.

**“Contract”** - shall mean the agreement to be entered into between ITPO and the successful Bidder.

**“ITPO”** - ITPO means India Trade Promotion Organization.

## 3. DISCLAIMER

The information contained in this bid document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of ITPO is provided to Investors/Bidder(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided. By acceptance of this tender document, the recipient further agrees that this tender document may not be distributed, reproduced or used for any other purpose than selection of a company for purpose mentioned at clause no. 1 of this document. The recipient agrees that it will cause its Directors, Partners, officers, employees and representatives and any other parties who provide services to the recipient to use the tender document for the purposes in the manner stated above. ITPO does not make any representation or warranty expressed or implied, as to the accuracy, authenticity, timeliness and/or completeness of the information contained in this tender document. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender document. The ITPO also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this tender document. ITPO may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender document. The issue

of this tender document does not imply that ITPO is bound to select a Bidder and ITPO reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

#### **4. INTERPRETATION:**

In this Tender Document, unless the context otherwise requires,

- 4.1 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.
- 4.2 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;
- 4.3 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.
- 4.4 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.
- 4.5 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 to day 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. CLARIFICATION OF BIDDING DOCUMENTS**

ITPO shall make best efforts to respond to any request for clarification of the Tender Document, such request to be made in writing through email: [ravipareek@itpo.gov.in](mailto:ravipareek@itpo.gov.in). Such response / clarification shall to the extent possible be made in writing. ITPO shall not be responsible for any delay including but not limited to any postal delays. The subject for email seeking clarification should be Mobile Application 2014.

## **8. AMENDMENT OF TENDER DOCUMENT**

At any time before the deadline for submission of bids, ITPO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, or in response to some points brought to ITPO's attention during pre bid conference, modify the Tender Document by amending, modifying and / or supplementing the same. All changes shall be posted on website [www.indiatradefair.com](http://www.indiatradefair.com) and prospective Bidders are required to go through the same before submission of bid. All such amendments shall be binding on them without any further act or deed on ITPO's part. In the event of any amendment, ITPO reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidders reasonable time in which to take the amendment into account while preparing their bids.

## **9. SCOPE OF THE WORK:**

It is proposed to develop Mobile app for following fairs/exhibitions –

1. India International Trade Fair 2014
2. AAHAR International Food and Hospitality Fair 2015
3. World Book Fair 2015
4. India International Leather Fair 2015
5. Delhi Book and Stationery Fair 2015
6. India International Security Fair 2015
7. India International Trade Fair 2015
8. World Book Fair 2016
9. AAHAR International Food and Hospitality Fair 2015
10. India International Leather Fair 2016
11. Delhi Book and Stationery Fair 2016
12. India International Security Fair 2016

The bidder will build and implement the solutions for all the latest smart mobile phones and tablets.

- Ensure Device compatibility : ensure mobile app and web is compatible with all the latest smart mobile phones of the following platforms:
  - **iPhone/iPad and mobile web**
  - **Blackberry Smart Phones and mobile web**
  - **Android Phones, Tablets and mobile web**
  - **Low-end mobile phones – mobile web**
  - **Windows OS based Mobile phones**

The mobile web is a mobile compatible website which will include the similar feature set as of the apps depending upon the smart phone compatibility.

The mobile web will be integrated with the mobile application data. Any user can visit the mobile site from their mobile browser to view the same data as in the mobile application.

- Language: include English/Hindi as the default and initial language.
- Scalability: Ensure solution is scalable, to allow for ease of future upgrades.
- Quality Assurance (QA) and Testing: Provide in-depth QA and testing to ensure complete solution performs and functions optimally.
- Promote the application on bidder's website to drive downloads.
- Project Management: Provide project management including the appropriate resources for managing the project and to work closely with ITPO resources from project initiation right through to execution, and also ongoing for support;
- Project documentation: Build and provide ITPO all related documentation including detailed project status reports by working closely with ITPO.
- Technical Support: Provide technical support to ITPO, for any issues that are encountered and fix any issues accordingly, within the scope of the project.
- Provide recommendations of features and functionality based on the bidder's expertise in the mobile application space.
- It should be noted that ITPO will own the application executable/binary.
- Live streaming of the events during fairs/exhibitions.

## **FEATURES & REQUIREMENTS**



The following provides an indicative overview of the features and requirements that are currently envisioned for ITPO/Pragati Maidan mobile app. However, the final layout and features shall be finalized in consultation with the bidder before start of the event and / or during the course of development.

1. Application users should be able to browse through all exhibitions scheduled.
2. List and make searchable all the details of the exhibitions
3. Notify the visitors about upcoming exhibitions and other updates.
4. Picture Gallery – ability to show pictures in both thumbnail and full screen view.
5. List of Exhibitors – Name, Country, Hall No., Booth No with ability to search
6. Schedule – Date, Time and Information along with integration with native calendar for reminder
7. Arrange Business Meeting – between exhibitor and business visitor. This feature should ensure that ITPO is always informed of the meeting
8. A dedicated section for showing the Floor Plans of the exhibition
9. Feedback Form – the feedback should be collected at the backend.
10. Venue details, information. Map integration to show the venue on the map.
11. Analytics – Check number of downloads and generate report
12. Push Notifications – Send alerts and messages
13. Moving Text on home page with ability to dynamically update from the server.
14. QR (Quick Response) Code for each platform to download the application
15. Mobile Server Hosting in the cloud will remain till 30 days after the conclusion of the fair.
16. The solution should have periodic updates to the application (pre and during the event) without having the need to download the application again.

## **REPORTING REQUIREMENTS**

ITPO would like to work with the bidder to build out the reporting & tracking requirements.

1. Downloads of application across different devices (platform wise report). The report format should list the device platform and number of downloads for the same.
2. Detailed Usage Report - Active Users, Sessions, Session Length, Frequency of Use, Life Cycle, User Retention.
3. Reports with number of active users and new users
4. Location based Report – State/Country/City wise download report

All the data related to the usage, download of the application and mobile web will be available in excel format so that it can be used.

**The scope of work is including but not limited to the work mentioned above. The scope of work may also include any future development or changes that take place from time to time with respect to IT infrastructure or any other force majeure by the government time to time.**

## **10. ELIGIBILITY CRITERIA**

### **Eligibility criteria for bidders:**

- 10.1 The Bidder should be a company. Relevant papers such as copies of original documents defining constitution or legal status, or Certification of incorporation/ Memorandum/ Articles of Association etc to be provided as a supporting document.
- 10.2 The bidder should have office/branch office in Delhi or adjoining cities like Noida, Gurgaon etc.
- 10.3 The bidder should be registered with statutory authorities for taxation purpose. Copies of VAT/TIN OR Service Tax registration certificate (any one) may be provided as a supporting document.
- 10.4 The bidder should have a minimum annual average financial turnover of Rs. 75 Lacs during last financial year. Audited copy of balance sheet for last financial year i.e. 2013- 14 is to be provided as supporting document alongwith certificate issued by Chartered Accountant.
- 10.5 The bidder should have developed minimum 2 mobile applications for exhibitions/fairs held in Delhi/NCR. This should be at least across two different mobile platforms. Please furnish supporting documents.
- 10.6 The company/firm must be registered with Employees Provident Fund (EPF) and / or Employees Estate Insurance Corporation ESIC. Please provide documentary proof.

## **11 PROCESSING FEE & EARNEST MONEY DEPOSIT (EMD)**

- 11.1 The processing fee is non refundable.
- 11.2 Processing Fee and EMD should be part of Envelope -1.
- 11.3 The EMD is non-interest bearing.
- 11.4 The successful Bidders' EMD will be discharged upon expiry of "Offer Validity Period" or upon receiving of Performance Guaranty. EMD of unsuccessful bidders shall be refunded within one month of finalization of Tender.
- 11.5 The EMD will be forfeited:
  - If a bidder withdraws his bid during the period of validity.
  - Or in case of a successful bidder, if the bidder fails to sign the contract in accordance with terms and conditions.

## **12. 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**

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

13.2 The bidder shall make payment of all dues, taxes & other statutory dues, or miscellaneous charges such as uploading/ hosting charges not specifically mentioned in this document but essential for successful completion of work. The bidder shall not be eligible for any extra charges in respect of such payments. In case the bidder does not make timely payment and any liability arises against ITPO, it may be recovered by ITPO from the payments due to the bidder.

13.3 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 BIDS**

### **14.1 Validity period**

Bids shall remain valid for 180 (One hundred eighty) days after the last date of bid submission prescribed by ITPO, ITPO holds the right to reject a bid valid for a period shorter than 180 days as nonresponsive, without any correspondence.

### **14.2 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. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the EMD. A Bidder granting extension of validity will not be permitted to modify his technical or commercial bid.

### **14.3 Amendment of RFP**

At any time prior to the deadline for submission of Proposal, ITPO may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website .

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

- 15.1 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.
- 15.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 15.3 Any alteration / modification in the proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

## **16 SPECIAL TERMS & CONDITIONS**

- 16.1. ITPO shall reserve the right to verify the operation and performance of Project by the Bidder and the Bidder shall permit ITPO to do so.
- 16.2. Response time: the response time of bidder to attend any complaint/query upon on receipt of the information from the user should not be more than two hours.
- 16.3. The job would be assigned to a single party which is the overall lowest bidding company found technically fit for the job.
- 16.4. Deployment of minimum 1 (One) resident experienced technically qualified professionals with due concurrence of ITPO at ITPO's premises during 10 (Ten) days before exhibition and during exhibition.
- 16.5. The cost of above resident technically qualified professionals should be included in the price quoted for the job in Commercial bid.
- 16.6. Vendor may also deploy additional resident experienced technically qualified professionals , if so needed at no additional cost to ITPO.
- 16.7. Tenders with incomplete information are liable for rejection.
- 16.8. Tenders not submitted in the format specified as per the Tender document will be summarily rejected.
- 16.9. The tenders with the technical bid not containing Tender fee and EMD amount (in original) in the prescribed format will be summarily rejected.
- 16.10. Tenders with incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.

- 16.11. Tenders without the signed copy of the Tender Documents in the respective envelopes will be summarily rejected.
- 16.12. Tenders submitted without audited financial Statements of the Bidder are liable for rejection.
- 16.13. The company should not be black listed by any Govt./semi Govt. organization or PSU, please submit undertaking.
- 16.14. The bidder can not make any amendment in the Technical Bid / Commercial Bid, neither he can impose any conditions. All such bids will be rejected at the discretion of ITPO.
- 16.15. The bid evaluation would be upon the price which is exclusive of service tax. Service Tax, as applicable from time to time, shall be paid extra. The bidder shall submit documentary evidence of depositing the service tax to authority.

## **17 ACCEPTANCE & WITHDRAWALS**

The right of final acceptance of the tender is entirely vested with ITPO who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. There is no obligation on the part of ITPO to communicate with rejected Bidders. After acceptance of the tender by ITPO, the Bidder shall have no right to withdraw his tender, or claim higher price.

## **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 offering lowest prices alone. The tender shall be submitted neatly and all corrections, over-typing shall be attested with seal and full signature. ITPO reserves the right to not to accept lowest price, to reject any or all the tenders without assigning any reason.

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

## **19 PERFORMANCE GUARANTEE (PG)**

Performance Guarantee amounting to 10% of the total bid value will be deposited by the successful vendor by way of demand draft favoring "India Trade Promotion Organization", payable at New Delhi or by way of FD before handing over the purchase

order by ITPO. PG shall be refunded/released after 6 (Six) months of successful completion of contractual period of the services.

## **20 PAYMENT TERMS**

Total amount shall be equally divided among number of exhibitions and shall be released after successful and satisfactory delivery of services after each exhibition. ITPO will process the payment on receipt of the bills and as per procedure and terms & conditions in vogue. The penalties would also be deducted from the payment.

Any addition or deletion of the fair shall be on pro rate basis.

## **21 PERIOD OF THE CONTRACT**

The period of contract is for 2 (Two) years which is extendable for subsequent years upon satisfactory services and at the sole discretion of ITPO.

## **22 INDEMNITY**

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

## **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 or by fax. The Bidder shall acknowledge in writing, the receipt of the Letter of Acceptance and shall send his acceptance within 3 days from the receipt of the Letter of Acceptance.

## **24 SIGNING OF AGREEMENT**

Pursuant to the Bidder acknowledging the Letter of Acceptance, the Bidder and ITPO shall promptly and in no event later than 10 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 the Contract shall amount to award of the Contract and the Bidder shall initiate the execution of the work as specified in the Contract.

## **25 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.

## **26 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 termination of the Contract without prejudice to the rights of ITPO.

## **27 TERMINATION OF CONTRACT**

Termination for Default, ITPO may, without prejudice, to any other remedy for breach of Contract, by prior written notice of default sent to the Bidder, terminate the Contract in whole without assigning any reason if -

- The qualified Bidder fails to perform any other obligation(s) under the Contract.
- If the Bidder is in material breach of the representations and warranties contained in this Contract.

## **28 GOVERNING LAW**

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

## **29 RESOLUTION OF DISPUTES**

The dispute resolution mechanism shall be as follows:

- 34.1 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.
- 34.2 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.
- 34.3 The CMD of ITPO will appoint the designated officer as an arbitrator which will be mutually agreed between the parties.
- 34.4 The decision of the arbitrator shall be final and binding upon both the parties, i.e. ITPO and the successful bidder.
- 34.5 All unresolved disputed matters will have the jurisdiction of Delhi, so far as legal and court matters are concerned.

## **30 SUBMISSION OF BIDS**

Bid should be submitted in two envelopes - envelop 1 (Technical envelope) and envelope 2 (Commercial envelope). envelope 1 and 2 should be inserted in third envelope.

## **31 CONTENTS OF TECHNICAL ENVELOPE 1 (TECHNICAL BID INCLUDING ELIGIBILITY)**

- 36.1 Bid Application on the letter head.
- 36.2 Checklist of Submissions.(ANNEX 1)
- 36.3 Letter of Undertaking regarding acceptance of terms and conditions.(ANNEX 2)
- 36.4 Power of Attorney for the Proposal Signatory.(ANNEX 3)
- 36.5 Document of Constitution of the firm/company.
- 36.6 Audited Balance Sheets / CA Certificate in support of turnover criteria.
- 36.7 Copy of the experience related supporting documents.
- 36.8 Processing Fee/ Cost of tender document.
- 36.9 DD of EMD.

## **32 CONTENTS OF THE COMMERCIAL ENVELOPE II (COMMERCIAL BID)**

Price bid as per format.

### **33 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. 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.

### **34 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.

### **35 SEALING AND MARKING OF BIDS**

Enclosing of Bid - The copies of the Technical Bid shall be placed in sealed envelope 1 clearly marking it "**Technical Bid**". The Commercial Bid shall be placed in separate lacquer sealed envelope 2 clearly marking it as "**Commercial Bid Do not open with Technical Bid**". The two envelopes shall then be placed in third envelope, which shall also be appropriately sealed and marked as "**Bid for Development of Mobile Applications ITPO - 2014**".

In addition to the above, the inner envelopes shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

### **36 RESPONSIBILITY OF BIDDER**

If the outer envelope is not sealed and marked as required, ITPO will assume no responsibility for the Bid's misplacement or premature opening.

### **37 REJECTION OF BID**

The Bid Document shall be submitted in the form of printed document. Bids submitted by Telex, fax or email would not be entertained. Any condition put forth by the bidder not conforming to the bid requirements shall not be entertained at all and such bid shall be rejected.

### **38 LATE BIDS**

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

### **39 OPENING OF TECHNICAL BIDS**

ITPO will open all Technical Bids as per schedule. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening/presentation being declared a holiday for ITPO the Bids shall be opened at the appointed time and location on the next working day.

### **40 ANNOUNCEMENT OF BIDS**



The Bidder's names, Bid modifications or withdrawals and the presence or absence of requisite bid security and such other details will be announced at the opening. No bid shall be rejected at bid opening, except for late bids.

#### **41 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.

#### **42 OPENING OF COMMERCIAL BIDS**

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

#### **43 CLARIFICATION OF BIDS**

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

#### **44 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.

#### **45 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.

#### **46 REJECTION OF BID**

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

**47 SERVICE LEVEL AGREEMENT** – All the payments would be subject to the SLA prescribed. Please refer to ANNEX – 4.

#### 48 SCHEDULE & IMPORTANT INFORMATION

Cost of tender document	Rs. 525/- (Five Hundred and Twenty Five Only) through demand/bank draft favoring ITPO (To be submitted in Envelope -1 along with tender document)
Earnest money deposit	Rs.10,000/- (Ten Thousand only) through demand/bank draft favoring ITPO (To be submitted in Envelope -1 along with tender document)
Last Date for receiving queries/clarifications	12.8.2014
Last date for submission of sealed bids	26.8.2014 (3.00 pm)
Opening of Technical bids	26.8.2014 (3.30 pm)
Validity of Bid	180 days from the last date of submission of Bids.
Signing of Agreement	Within 10 days of Letter of Award (LOA)

Bids may be submitted to:-

Sr. Manager (System Development and Compliance Services Division)  
India Trade Promotion Organisation  
Gate No.-3, Pragati Bhawan,  
Pragati Maidan,  
New Delhi – 110001

System Development and Compliance Services Division

**India Trade Promotion Organisation**

(A Govt. of India Enterprise)  
Gate No. 3, Pragati Bhawan, Pragati Maidan  
New Delhi – 110001

**Tender No. ITPO/SD&CSD/MobApp/2014**

**Dated 5.8.2014**

**Sub : Development of Mobile Application for fairs organized by ITPO at Pragati Maidan**

**TECHNICAL BID**

Name of the Company: \_\_\_\_\_

Mailing address (as per Eligibility criteria sr. no. 2): \_\_\_\_\_

Contact Executive \_\_\_\_\_  
(Name & designation)

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile: \_\_\_\_\_

E-mail: \_\_\_\_\_ Website: \_\_\_\_\_

**1. Registration Number of the company** \_\_\_\_\_

**2. VAT No.** \_\_\_\_\_ **Service Tax No.** \_\_\_\_\_

PAN No. \_\_\_\_\_ TIN No. \_\_\_\_\_

**3. Details of EMD:**

DD No. \_\_\_\_\_ Date \_\_\_\_\_

Name of the bank \_\_\_\_\_ Amount \_\_\_\_\_

**4. Details of Cost of Tender Document**

DD No. \_\_\_\_\_ Date \_\_\_\_\_

Name of the bank \_\_\_\_\_ Amount \_\_\_\_\_

**5. Detail of work Experience -**

S. No.	Name of the organization/Company for which mobile app developed	Name and profile of exhibition/mobile app along with dates (please provide details)	Platforms of mobile apps
1			
2			

Note : Attach proof of each as per RFP. If so desired by ITPO, demonstration may be made.

**6. Details of Annual turnover :**

S. No.	Average Annual Turnover during	Turnover ( in Rs.)
1	2013-14	

Note : this should be supported by Certificate issued by CA.

**Date:** \_\_\_\_\_

**Seal of the company:**

**(Authorized Signature)**

**Name:**

**Designation:**

\*\*\*\*\*

**India Trade Promotion Organisation**  
(A Govt. of India Enterprise)  
Gate No. 3, Pragati Bhawan, Pragati Maidan  
New Delhi – 110001

**Tender No. ITPO/SD&CSD/MobApp/2014**

**Dated 5.8.2014**

**Sub : Development of Mobile Application for fairs organized by ITPO at Pragati Maidan**

**COMMERCIAL BID**

Name of the bidder: \_\_\_\_\_

Mailing address: \_\_\_\_\_

\_\_\_\_\_

Contact Executive \_\_\_\_\_

(Name & designation)

Tel: \_\_\_\_\_ Mobile no. \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_ Website \_\_\_\_\_

<b>S. No.</b>	<b>Description</b>	<b>Amount in Rs. (Excluding Tax) For 2 (Two) years</b>	<b>Type and % of Tax</b>	<b>Total Amount (Including Tax)</b>
1	<b>Development of Mobile Application for fairs organized by ITPO at Pragati Maidan (all fairs listed in the scope of work)</b>			
Amount in words Rupees				

Note :- The bid evaluation would be upon the price which is exclusive of service tax. Service Tax, as applicable from time to time shall be paid extra. The bidder shall submit documentary evidence of depositing the service tax to authority.

**Date:** \_\_\_\_\_

(Authorized Signature)

**Seal of the company:**

**Name:**

**Designation:**

**ANNEX – 1**  
**Checklist**

<b>S. No.</b>	<b>Item</b>	<b>Y/N</b>	<b>Page No.</b>
1.	Bid Application on Letter Head		
2.	Duly Filled in Technical Bid		
3.	Duly filled in Commercial Bid		
4.	Signed copy of Tender Document		
5.	Certification of Incorporation/ MoA		
6.	Copy of ST/VAT/TIN		
7.	DD against EMD		
8.	DD against cost of Tender Document.		
9.	Copy of Work Orders		
10.	Audited copy of Balance Sheet alongwith CA's certificate		
12	Supporting document for EPF/ESIC Registration		

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

Dated -

**Tender No. ITPO/SD&CSD/MobApp/2014 Dated 5.8.2014**

**Sub : Development of Mobile Application for fairs organized by ITPO at Pragati Maidan**

Dear Sir,

With reference to Tender No. ITPO/SD&CSD/MobApp/2014 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,

Your's faithfully,

( )  
Authorised Signatory

Name \_\_\_\_\_

Designation\_\_\_\_\_

Contact No\_\_\_\_\_

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

Dated -

**Tender No. ITPO/SD&CSD/MobApp/2014 Dated 5.8.2014**

**Sub : Development of Mobile Application for fairs organized by ITPO at Pragati Maidan**

Dear Sir,

With reference to Tender No. ITPO/SD&CSD/MobApp/2014 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.

Name of Person\_\_\_\_\_

Designation\_\_\_\_\_

Contact No. (Mobile)\_\_\_\_\_

Thanking You,

Your's faithfully,

( )  
Name \_\_\_\_\_

Designation\_\_\_\_\_

Contact No \_\_\_\_\_



### Service Level Agreement and penalties

The company shall be responsible to provide the service as per the SLA. The Service Level Agreement and penalty structure would be as follows: -

S. No.	Service	Parameter	Penalty
1	Event Management	Submission of Event Status reports & Conducting Status Meetings	1% of Total development cost.
2	Information and data updation Services	Reports/Screen shots/demo	1% of Total development cost.
3	Any other service as per the tender	Screen shot / Demo	1% of Total development cost.

#### Duration of SLA

This Service level agreement would be valid for entire period of contract. This SLA may be reviewed and revised by ITPO, if required.

#### Breach of SLA

In case the Company does not meet the SLA, ITPO may treat it as a case of breach of Service Level Agreement. The following steps will be taken in such a case:-

1. Issuance of a show cause notice to the Company.
2. Company should reply to the notice within three working days.
3. If ITPO authorities are not satisfied with the reply, ITPO will initiate termination process.