

India Trade Promotion Organisation

Tender Document for

IT Agency to assist India Trade Promotion Organization in Revamping, Development; Content Management and Maintenance of ITPO's Trade portal www.tradeportalofindia.org

India Trade Promotion Organisation

(A Govt. of India Enterprise)

Gate No. 3, Pragati Bhawan, Pragati Maidan

New Delhi – 110001



Tender No. TIR&P/Tradeportal/RFP/2012

Date :

Subject : Selection of Agency to assist India Trade Promotion Organisation in Revamping, Development; Content Management and Maintenance of ITPO's Trade portal : www.tradeportalofindia.org

India Trade Promotion Organisation (ITPO), a premier trade promotion avouringon, manages India's premier trade fair complex, Pragati Maidan in New Delhi. ITPO is maintaining two portals namely tradeportalofindia.org and tradeportalofindia.com. ITPO has decided to revamp the www.tradeportalofindia.org, incorporating useful features from www.tradeportalofindia.com and develop/upgrade it further in line with current requirements. For revamping, development, content management and maintenance of its Trade Portal, proposals are invited from established IT and Web designing agencies/ companies who have successfully undertaken similar projects and would be able to meet the requirements as per the scope of work. For this purpose, GM (TIR&P), ITPO invites sealed technical and commercial bids from eligible companies.

Important Information-

Cost of tender document	Rs. 1050/- includes 5% DVAT through demand/bank draft favouring <u>ITPO</u> . (To be submitted in Envelope -1 along with tender document)
Earnest money deposit	Rs. 50,000/- through demand/bank draft favouring <u>ITPO</u> . (To be submitted in Envelope -1 along with tender document)
Pre-bid Meeting	August 26, 2014 at 4.00 PM
Last date for submission of sealed bids	September 8, 2014 at 3.00 PM
Opening of Technical bids	September 8, 2014 at 3.30 PM

For downloading/details of tenders, please visit our website: www.indiatradefair.com. For any clarifications, please contact: Ms. Hema Maity, Dy. General Manager, TIR&P, Room No. 229, Pragati Maidan, Pragati Bhawan, NewDelhi - 110 001. Tel.no. 23371819; E-mail: hemamaity@itpo.gov.in. The bids may be submitted to Ms. Hema Maity, Dy. General Manager, at the above mentioned address

General Manager (TIR&P)

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1. REQUEST FOR PROPOSAL

1.1 Objective

This RFP (Request for proposal) is issued with the purpose of selection of an Agency for revamping and maintenance of ITPO's trade portal: www.tradeportalofindia.org and develop/upgrade it further in line with current requirements.

1.2 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 intends to select a company for providing IT consultancy and developing agency for an evaluation study of its trade portal, designing a blueprint, implementation of the blueprint after ITPO approval for revamping, development and maintenance of the trade portal. For this purpose, GM, Trade Information, Relations & Policy Division (TIR&P), ITPO invites sealed Technical and Financial 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 providing IT services for revamping, development and maintenance of the ITPO's trade portal www.tradeportalofindia.org. 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: hemamaity@itpo.gov.in/raji@itpo.gov.in subject of which should be mentioned Tender No. TIR&P/Tradeportal/RFP/2012. 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.

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 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

9.1 ITPO has a current running portal www.tradeportalofindia.org. The work involves 3 stages:

9.1.1. Evaluation of the software and content of the current trade portal and preparation of a blueprint for implementation of the work. To suggest additional inputs/process in keeping with changing requirement of exporting

community/exporter member and also the global developments. With the tradeportalofindia.org as the model and using the existing structure of the trade portal, the work involved would include, among other the following:

9.1.1.1 Evaluation of the structure of the current portals www.tradeportalofindia.org and www.tradeportalofindia.com , linkages in various sections, sections from each portal to be retained in the integrated portal i.e. www.tradeportalofindia.org, identification of various software and proposed software to be used, etc.

9.1.1.2 Design and development of various templates or display of information on the portal and sign off by ITPO.

9.1.1.3 Preparing a 'Project Report' detailing requirements, specifications, and preliminary cost estimates for various components involved.

9.1.1.4 Approval/ Sign Off by the Concerned Authority in ITPO.

9.1.2. **Revamping of the current trade portal, development of required software for insertion of additional modules as per the blueprint, approved by ITPO.** The revamping would involve among other work the following:

9.1.2.1 Incorporation of some features from the earlier developed portal www.tradeportalofindia.com . A committee set up by ITPO would evaluate the earlier portal and suggest features that could be incorporated in the revamped portal.

9.1.2.2 Development of software for a powerful search engine with a query based drop down box for Basic and advanced search for a specific query. The search would lead to information retrieval from a database of pre-defined websites and presenting the information in a report format. The software may provide for inclusion of Google search in addition to the search from the database of pre-defined websites. The search engine would have a dynamic character wherein new websites would be added and old ones removed after assessing their functionality and requirement by users. The vendor will be responsible for maintaining the portal for a period of one year as a part of the development process after the successful hosting of the trade portal.

Any changes in the software module during the maintenance period will be the responsibility of the vendor. However, the changes will not mean any substantive changes in the basic character/ software configuration of the trade portal.

The selected agency would co-ordinate/ negotiate with other organisations on behalf of ITPO to have arrangements for access of their database to enable the viewing of the information retrieved from their website in our portal.

The Search Engine should be able to retrieve the information from the database of pre-defines trade related website and present the same in a report format. The retrieved information, be it in any format, PDF, HTML, etc would feature in a single report with the name of the source.

For example If a query is raised regarding information on Export of Shoes from India to Brazil and their export volume or country regulations or importers/ exporters directory or exhibitions/ fairs in the sector.

The search engine would cull out the information from different pre-defined websites plus ITPO databases, such as KOMPASS, Trade Map, EIU etc and Google, related to the selected parameters and present it in a single report format to the user. The report would be a full report and not just an index of sources of the information.

The above query is illustrative and the revamped portal should cater to all possible queries of such nature relating to export –import of different products to different countries. However, the search will be limited only to a predefined menu (as agreed by ITPO) and from pre-determined database and websites in addition to Google search.

9.1.2.3 Development of a “Member’s Area” as a dashboard whereby all restricted areas accessible to members would be made available with a provision of User ID and Password for login.

9.1.2.4 Bulk Email Facility to extract email addresses from Trade Portal to build email database and send notification mails of events/meets for internal/external business workflow.

9.1.2.5 There will be promotional areas on the homepage, which will accentuate the ITPO's business, and user visitors to explore the inner pages of site.

9.1.3 Content management and maintenance of the trade portal for a period of 5 years

9.1.3.1. The maintenance period will be for a period of 5 years *after the completion of the Development period*

9.1.3.2 Maintenance would include among others:

9.1.3.2.1 Maintenance of all application softwares developed

9.1.3.2.2 Maintenance of bought out software used in the portal

9.1.3.2.3 Identification of new websites and updation of the current links as found relevant to the information on the portal.

9.1.3.2.4 Stationing of 2 (Two) persons onsite. 1 person to be an IT expert in the software and website management and 2nd person to be an IT person with expertise in domain knowledge of trade and industry(national and international) websites. This person will check existing links, identify new links and advise ITPO on subscription websites useful for the trade portal.

9.2. Technical aspects of the trade portal would include:

9.2.1 Registration of Trade Portal (in the name of ITPO, if required) in Required domain approved by ITPO.

9.2.2 Domain registration /renewal to be done by the agency and reimbursable by ITPO on production of receipt.

9.2.3 Hiring of suitable server space, until ITPO make arrangements for hosting the same on its own servers.

9.2.4 Trade Portal(Website) Audit/ Compliance and Approval / Security Features

9.2.5 Bidder would have to get the Trade Portal audited from CERT-IN, Department of Information Technology, Ministry of Communication and Information Technology, Government of India or from the authorized Auditing agency empanelled by NIC.

The cost of the audit of the Trade portal will be borne by ITPO.

- 9.2.6 The Trade Portal duly audited by the empanelled firms of CERT-IN /NIC would be offered for hosting.
- 9.2.7 Procurement of third party Software, tools required for the Development environment of the Trade Portal on the name of ITPO. (If Required). The cost of bought out software required for running of the Trade portal will be paid by ITPO and will be provided for limited use on approval of ITPO.
- 9.2.8 Interface to be provided for integration of other software systems or legacy systems or Back office systems.
- 9.2.9 Bidder should design the Trade Portal with advanced technological features to protect the site from attacks by hackers, virus etc.
- 9.2.10 All data exchanges should be using SSL to offer a Safe and secure Web site experience.
- 9.2.11 Support/provide gateways for integration with internal services and in house applications in a safe and secure manner.
- 9.2.12 The Design should support the Dynamic Generation of Links on the page.
- 9.2.13 The Design should support the Dynamic Menu and Sub Menus which can be easily administrated through Admin.
- 9.2.14 The Content Management should be able to create and upload the pages daily/ weekly/ or on frequent basis with appropriate Business flow required to authenticate publication of content on site.
- 9.2.15 User administration services should be an integral part of the Enterprise Content Management facility inbuilt with the site.
- 9.2.16 All types of content should be delivered through the Trade Portal. The Indicative content types may be HTML documents, word Documents, PDF documents, Images, Photographs, Multimedia files, audio/ video files etc.
- 9.2.17 The Content Management Infrastructure should give the flexibility to modify the

design when major event has to be publicized.

9.2.18 Support/provide gateways for integration with internal services and in house applications in a safe and secure manner.

9.2.19 Training and handholding of ITPO Staff for admin use for various sections in the trade portal

9.3 System Security features would include:

List of deliverables

9.3.1 Creating user accounts with defined rights and privileges.

9.3.2 Ensuring root passwords are available to authorized users only and they are changed at regular intervals.

9.3.3 Ensuring restricted access to the system.

9.3.4 Reporting any security breach to ITPO as and when detected.

9.3.5 Monitoring remote logins and file access using logs generated by server management tool.

9.4 Design and Content Management

9.4.1 Graphic Design of Trade Portal should be professional with corporate look with International standards and should load quickly.

9.4.2 The Design should support the Dynamic Generation of Links on the page.

9.4.3 Content management would require constant checking on links on the portal

9.4.4 The Design should support the Dynamic Menu and Sub Menus which can be easily administrated through Admin.

9.4.5 Provision of increasing the number of links in the portal.

9.4.6 The Content Management should be able to create and upload the pages daily/weekly/ or on frequent basis with appropriate Business flow required to authenticate publication of content on site.

- 9.4.7 The Log and Audit trail should be maintained for Content Management.
- 9.4.8 User administration services should be an integral part of the Enterprise Content Management facility inbuilt with the site.
- 9.4.9 Design and Content Management should support Extensive Web Site Analytics and Statistics to be provided. Traffic reports, visitor analysis, duration analysis, content wise analysis, top landing pages and top exit pages, other statistical reports should be provided as per requirement of ITPO.
- 9.4.10 Design and Development should support resizing the text without use of assistive technology.
- 9.4.11 The Portal Design should provide up to date site Map that is linked to home page as well as to all important entry pages of the Trade Portal
- 9.4.12 Source code and all application software developed, user names and passwords etc. would be the property of ITPO and before the expiry of the maintenance period will be handed over to ITPO. Release of last payment/ performance guarantee will be done only after the handing over all required documentation in CD and Hard copy.

9.5 Time Frame

Sl. No.	Work Description	Time Frame
A.	Evaluation of platform, software etc of tradeportalofindia.org on approval from the concerned officials in ITPO of the various aspects and linkages and preparation of a blueprint detailing the roadmap of the implementation process	Two months from the date of award of the project to the bidder
B.	Development of required software and application software	Two months from the date of the completion of the Blueprint
C.	Testing of the Software	15 days from the completion of the development of the software
D.	Successful hosting of the portal on the internet	One Month from the final testing of the software

E.	Maintenance as a part of the Development portion of the contract	One Year from the date of successful hosting Portal to be maintained by the Vendor
F.	Annual Maintenance	Five Years

9.6 Project Management : - Manage all work under scope of work and providing various reports on the work done on a weekly/ monthly basis

9.7 **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.**

10. MAN POWER REQUIREMENT–

To provide the above services the vendor must deploy the following manpower:

Stationing of 2 (Two) persons onsite. 1 person to be an IT expert in the software and website management and 2nd person to be an IT person with expertise in domain knowledge of trade and industry (national and international) websites. This person will check existing links, identify new and advise ITPO on subscription websites useful for the trade portal.

Note:

- i. The number of persons listed above is the minimum number that is required in our view. The actual number deployed by the vendor may be more to take care of leave, illness, job requirement, support activity, quality, promptness etc. If the Network administrator is absent for more than 5 days at a stretch, a replacement must be put in place.
- ii. The above mentioned manpower will be based at ITPO head quarters, Pragati Maidan.
- iii. The above staff would be under the supervisory control of Trade Information, Relations & Policy Division and would assist and advise ITPO on Technical issues/up gradation of the information system etc.
- iv. The normal working hours would be 10.00 AM to 6:00PM on working days. However, if required, the manpower will attend the office beyond office hours and on Saturdays and Sundays without any extra cost, such as special duties during exhibitions like IITF etc. This is expected when ITPO officials will also need to be present for extra hours or extra duties.

11. ELIGIBILITY CRITERIA

Eligibility criteria for bidders:

- 11.1 The Bidder should be either a Partnership/ Public or Private Limited Company in India under the Company Act. 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.
- 11.2 The bidder should be registered under VAT or Service Tax. Copies of VAT/TIN and Service Tax registration certificate (any one) may be provided as a supporting document.
- 11.3 The bidder should have satisfactorily completed/undergoing (one year successfully completed in case of undergoing projects) one similar work of volume not less than ` Rs. 30 Lakhs or two similar works of volume not less than Rs. 15 lakhs each in last 5 years from Government/Semi Govt., PSUs/Other Govt. Bodies._

Similar work means the bidder should have experience in developing and maintaining trade portal or trade information websites and also search engine as desired. (Work completion certificate is also required).

- 11.4 The bidder should have a minimum annual average financial turnover of Rs. 50 lakhs (Rupees Fifty Lakhs Only) during last three financial years. Audited copy of balance sheet for last three financial years i.e. 2011-12, 2012-13 and 2013-14 are to be provided as supporting document.
- 11.5 The bidder should have minimum 5 numbers of permanent employees on the rolls of the bidder, including at least two employees having degree of Graduation in Information Technology/computer related field and experience of 5Years. Please furnish the bio-data covering details of qualification and work experience. The list of such permanent employed technical professionals must be certified by the HR Department of the company.
- 11.6 The company must deposit Earnest Money Deposit (EMD) of Rs. 50,000/- in the form of bank/demand draft favouring "India Trade Promotion Organisation", payable at New Delhi.
- 11.7 The company must deposit Cost of tender document in the form of demand draft for ` Rs. 1050/- in favour of "India Trade Promotion Organisation", payable at New Delhi.
- 11.8 *The Companies fulfilling the above eligibility criteria would be making a presentation on the search aspect to be developed for the trade portal. The presentation should include their understanding of the search engine as required by ITPO and present*

some slides showing how the feature would be incorporated and the presentation of the information in the report format as required.

- 11.8** The company/firm must be registered with Employees Provident Fund (EPF) and / or Employees Estate Insurance Corporation ESIC. Please provide documentary proof.

12 PROCESSING FEE & EARNEST MONEY DEPOSIT (EMD)

- 12.1 Bidders are required to submit non refundable Rs. 1050/- (Rupees One thousand and Fifty) towards Cost of tender document/processing fee in the form of DD/Bank Pay Order drawn in favor of "India Trade Promotion Organization." payable at Delhi & Rs 50,000/- (Rupees Fifty Thousand) as EMD for the bids in form of Demand Draft/ Pay Order drawn in favor of '**India Trade Promotion Organization**' payable at Delhi.
- 12.2. The processing fee is non refundable.
- 12.3 Processing Fee and EMD should be part of Envelope -1.
- 12.4 The EMD is non-interest bearing.
- 12.5 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.
- 12.6 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.

13 TENDER EVALUATION COMMITTEE

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

13.1 The Tender Evaluation Committee may choose to conduct technical negotiation or discussion with any or all the Bidders. The decision of the Evaluation Committee in the evaluation of the Technical and Commercial bids shall be final and binding on all the parties.

13.2 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.

14. 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.

15. BID PRICES

15.1 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 may be submitted keeping in view the terms and conditions of this bid document and site conditions. The bidder may quote separately for the:

a) Consultancy / development of the trade portal

b) Annual maintenance cost X 5 (as the maintenance would be for a period of 5 years)

The total Bid Price would be an addition of a, b excluding taxes

15.2 The bidder shall make payment of all dues, taxes & other statutory dues, 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.

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

16. PERIOD OF VALIDITY OF BIDS

16.1 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.

16.2 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.

16.3 Site visit and verification of information - Applicants are encouraged to submit their respective Proposals after visiting the website and ascertaining for themselves the conditions.

16.4 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 .

17. MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF PROPOSALS

- 17.1 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.
- 17.2 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.
- 17.3 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.

18 SPECIAL TERMS & CONDITIONS

- 18.1 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. The ITPO will evaluate the information submitted by the Bidder with regard to Bidder's capacity. The Bidder cannot subcontract the work at any stage without prior written approval from the ITPO.
- 18.2 Warranty: All items supplied by the bidder shall be guaranteed against any defect & the bidder should provide from time to time operational maintenance support for a period of five years (On site comprehensive warranty). The said warranty shall cover all software. The warranty and service shall be provided directly from the manufacturer, the bidder shall be liable to rectify any defect, for free of cost, that may be found in the equipment supplied.
- 18.3 Response time: the response time of bidder to attend any complaint upon on receipt of the complaint/ information from the user should not be more than 5 hrs.
- 18.4 The job would be assigned to a single party which is the overall lowest bidding company found technically fit for the job.
- 18.5 Deployment of minimum 2 resident experienced technically qualified professionals with due concurrence of ITPO at ITPO's premises during office hours for day-to-day maintenance and upkeep of IT infrastructure. The present office timings are 10:00 am to 6:00 pm and resident staff may adhere timings (from 9:15 am to 6:15pm). On certain occasions, the engineers may have to attend office on Holidays/Saturdays and Sundays as well, without any extra cost.

- 18.6 ITPO will examine the CVs of all Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of ITPO.
- 18.7 The cost of above resident technically qualified professionals should be included in the price quoted for the job in Commercial bid.
- 18.8 Annual rates quoted in the Commercial Bid should be valid for 5 years as no changes in the annual rates would be considered at a later stage.
- 18.9 Vendor may also deploy additional resident experienced technically qualified professionals , if so needed at no additional cost to ITPO.
- 18.10 Tender document can be downloaded from ITPO's website: www.indiatradefair.com and the tender cost deposited along with the Technical Bid in the form of Demand Draft.
- 18.11 Tenders with incomplete information are liable for rejection.
- 18.12 Tenders not submitted in the format specified as per the Tender document will be summarily rejected.
- 18.13 The tenders with the technical bid not containing Tender fee and EMD amount in the prescribed format will be summarily rejected.
- 18.14 Tenders with incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.
- 18.15 Tenders without the signed copy of the Tender Documents in the respective envelopes will be summarily rejected.
- 18.16 Tenders submitted without audited financial Statements of the Bidder for previous three years are liable for rejection.
- 18.17 The company should not be black listed by any Govt./semi Govt. organization or PSU. (Please furnish Undertaking)
- 18.18 The bidder cannot 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.
- 18.19 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.

19. 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.

20. 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.

21. AWARD CRITERIA

21.1 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.

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

22. A. CRITERIA FOR TECHNICAL EVALUATION

Each bidder must score a minimum of 70% marks in order to qualify for opening of Commercial bid.

S. No.	Parameter	Maximum Marks	Criteria
1	Annual Turn Over	20	10 marks for minimum turnover of Rs.50 lakhs and 2 marks each for additional 25 lakhs. (no marks would be given for

			turnover below 50 lakhs & bidder would be disqualified)
2	Similar work experience	40	20 marks for 1 st job order of Rs. 30 Lakh or 2 job orders of Rs. 15 Lakh and 10 marks each for every additional work order of ` Rs. 10 lakh or above. (Work completion certificates required or project should be ongoing for at least one year. Certification required)
3	Number of regular employees on payroll	20	10 marks for 5 employees and 2 mark each for every additional employee. (No marks would be given for employee strength below 5). (Certification to be furnished by HR department/ authorized signatory, along with the list of employees).
4	Presentation on technical solutions related to search engine by companies fulfilling the eligibility criteria	20	

B. Criteria for Award of Contract

Only those bidders scoring 70% and above on the criteria mentioned above will be declared technically qualified and invited to send their representatives for the opening of the financial bid (Envelope II) at the designated date/time.

The financial bids of those bidders who are not technically qualified shall be returned in unopened condition. The successful technically qualified bidders shall be intimated through fax and/ or email.

Final selection of the successful bidder will be made on the basis of the combined score in technical and financial criteria. For this purpose a weightage of 70% and 30% will be assigned to technical and financial criteria respectively.

The lowest financial bid will be assigned full weightage (s) as per the formulae ([Lowest price/Quoted price] x 30%). The weighted scores of technical and financial criteria will be added up and the bidder with the highest combined score will be declared successful.

23. PERFORMANCE GURANTEE (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 unconditional bank guarantee (BG)(As per Annexure 3) by Scheduled banks at the time of handing over the purchase order by ITPO. PG/BG shall be refunded/released after successful completion of contractual period of the services.

24. PAYMENT TERMS

24.1 The payment would be released as per the following schedule from the amount quoted under points I, II and III:

Sl. no.	Work Description	Time Frame	Payment
I	Revamping, development; content management of ITPO’s Trade portal: www.tradeportalofindia.org, including maintenance of the portal for one year from the date of operation	Five and half months	
A	Evaluation of platform, software etc. of tradeportalofindia.org on approval from the concerned officials in ITPO of the various aspects and linkages and preparation of a blueprint detailing the roadmap of the implementation process	Two months from the date of award of the project to the bidder	20%
B.	Development of required software and application software. Testing of the Software and successful hosting of the portal on the internet	Two months from the date of the completion of the Blueprint 15 days from the completion of the development of the software and one month from the final testing of the software.	70%
C.	Warranty Period	One year after successful	10%

		hosting	
II	Annual maintenance with provision of IT professionals at site per year X 5 (after completion of the warranty period)	Annually	-

24.1 Payment shall be released as per the schedule only after successful and satisfactory delivery of services at ITPO's premises. 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 at payment.

24.2 The maximum amount of penalty will be limited to 25% of *the* total value under the appropriate head mentioned in the financial bid.

25. PERIOD OF THE CONTRACT

The period of contract is for *6 and 1/2 years* (Including the Revamping and the Maintenance of the Portal) which is extendable for subsequent years upon satisfactory services and at the sole discretion of ITPO.

26. 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.

27. 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 to enter into the Contract within 3 days from the receipt of the Letter of Acceptance.

28. 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.

29. 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.

30. 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.

31. 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.

32. GOVERNING LAW

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

33. RESOLUTION OF DISPUTES

The dispute resolution mechanism shall be as follows:

- 33.1 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.
- 33.2 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.
- 33.3 The CMD of ITPO will appoint the designated officer as an arbitrator which will be mutually agreed between the parties.
- 33.4 The decision of the arbitrator shall be final and binding upon both the parties, i.e. ITPO and the successful bidder.
- 33.5 All unresolved disputed matters will have the jurisdiction of Delhi, so far as legal

and court matters are concerned.

34. 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. All pages in the bid document should be page numbered.

35. CONTENTS OF TECHNICAL ENVELOPE 1 (TECHNICAL BID INCLUDING ELIGIBILITY)

- 34.1 Bid Application on the letter head.
- 34.2 Checklist of Submissions.(ANNEX 1)
- 34.3 Letter of Undertaking regarding acceptance of terms and conditions.
(ANNEX 1A)
- 34.4 Power of Attorney for the Proposal Signatory.(ANNEX 1B)
- 34.5 Document of Constitution of the firm/company.
- 34.6 Audited Balance Sheets / CA Certificate in support of turnover criteria.
- 34.7 Copy of the experience statement supported by documents establishing clearly five years experience in similar work.
- 34.8 Processing Fee/ Cost of tender document of Rs. 1050/- (Rupees one thousand and Fifty) (DD in the name of “India Trade Promotion Organization” payable at Delhi.)
- 34.9 DD of EMD of Rs. 50000/- (Rupees Fifty thousand) drawn in the name of “India Trade Promotion Organization” payable at Delhi.
- 34.10 Certification by authorized signatory along with list of permanent employees on the payroll (as per s.no. 3 of criteria for evaluation as mentioned at point no. 22).
- 34.11 Bio-data/CV of the employees and Team Members to be posted for this work.
- 34.12 Undertaking for non-blacklisting.

36. CONTENTS OF THE COMMERCIAL ENVELOPE II (COMMERCIAL BID)

Price bid as per format.

37. AUTHENTICATION OF BID

The original and all copies of the Bid Document shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. A duly stamped Power-of-Attorney accompanying the Bid Document shall support the letter of authorization. The person or persons signing the Bid Document shall initial all pages of the Bid Document, including pages where entries or amendments have been made.

38. 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.

39. SEALING AND MARKING OF BIDS

Enclosing of Bid - The copies of the Technical Bid shall be placed in lacquer 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 lacquer sealed and marked as "Adviser- cum- Project Management Agency"

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".

40. 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.

41. 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.

42. 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.

43. OPENING OF TECHNICAL BIDS

ITPO will open all Technical Bids on 08.09.2014 at 3.30 PM in office of ITPO, New Delhi. 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.

44. 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.

45. 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.

46. OPENING OF COMMERCIAL BIDS

Commercial Bids will be opened and compared after the technical evaluation. The name of Bidder, bid prices, total amount of each Bid, etc. shall be announced by the ITPO at the Commercial Bid opening. The ITPO will prepare minutes of the Commercial Bid Opening. The date, time and venue of opening of commercial bid will be advised to the short listed bidders separately.

47. 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.

48. 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.

49. 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.

50. 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.

51. PRE BID MEETING

51.2 Pre-bid Meeting will be held to satisfy the queries raised by the bidder. Every effort will be made to satisfy the queries raised by the bidder.

51.2 ITPO endeavor to respond to the questions raised or clarifications sought by the Bidders. However, ITPO reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring ITPO to respond to any question or to provide any clarification.

51.3 ITPO may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. Verbal clarifications and information given by ITPO or its employees or representatives shall not in any way or manner be binding on ITPO.

51.4 It is optional for the bidder to attend the Pre-Bid Meeting. The designated Contact person for any clarification: Ms. Hema Maity, Dy. General Manager, TIR&P, Room No. 229, Tel.no. 23371819; E-mail: hemamaity@itpo.gov.in.

52. SERVICE LEVEL AGREEMENT – All the payments would be subject to the SLA prescribed. Please refer to ANNEX – 3.

53. SCHEDULE & IMPORTANT INFORMATION

Cost of tender document	Rs. 1050/- includes 5% DVAT through demand/bank draft favoring ITPO. (To be submitted in Envelope -1 along with tender document).
Earnest money deposit	Rs. 50,000/- through demand/bank draft favoring ITPO. (To be submitted in Envelope -1 along with tender document).
Pre-bid Meeting	26.08.2014 at 3.00 PM.
Last date for submission of sealed bids	08.09.2014 at 3.00 PM.
Opening of Technical bids	08.09.2014 at 3.30 PM.
Validity of Bid	6 months or 180 days.
Signing of Agreement	On finalisation of the agency by ITPO.

Note:

- i. If any amendment is issued after the pre bid, ITPO reserves the right to extend the last date for submission of the bids, and subsequently the opening dates for Technical and Commercial bids.
- ii. The date, time and venue of opening of commercial bid will be advised to the short listed bidders separately.

Bids may be submitted to:-

Ms. Hema Maity

Deputy General Manager, TIR&P Division

India Trade Promotion Organisation

Gate No.-3, Pragati Bhawan (Room No.229),

Pragati Maidan,

New Delhi – 110001

Tel: 011-23371819

Fax: 011-23371492

Email : hemamaity@itpo.gov.in

General Manager
(TIR&P Division)

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

Gate No. 3, Pragati Bhawan, Pragati Maidan

New Delhi – 110001

Tender No: TIR&P/Tradeportal/RFP/2012

Dated: 12.08.2014

Sub : IT Agency to assist India Trade Promotion Organisation in Revamping, development; content management and maintenance of ITPO's Trade portal www.tradeportalofindia.org

TECHNICAL BID

Company Details

Name of the Company: _____

Mailing address: _____

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 during last 5 years-

S. No.	Name of Government/Semi-Government, PSUs/other Govt. bodies.	Description/Nature of work done	Duration with dates	Value of work(in ` Lacs)
1				
2				
3				
4				

Note Attach proof of each as per RFP (Maximum 4)

6. Details of Annual turnover during last three years (in Lakhs):

Sl. No.	Financial Year	Average Annual Turnover(` lakhs)
1.	2011-12	
2.	2012-13	
3	2013-14	

7. Details of technical professionals with the company:

No. of regular employees on payroll _____

S. No.	Name	Designation	Qualification	Experience (in years)	Field of Experience
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

Note: Please also enclose the detailed bio-data as per Sl.No.V of Eligibility Criteria.

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: TIR&P/Tradeportal/RFP/2012

Dated : 12.08.2014

Sub : IT Agency to assist India Trade Promotion Organisation in Revamping, development; content management and maintenance of ITPO's Trade portal www.tradeportalofindia.org

COMMERCIAL BID

Name of the bidder: _____

Mailing address: _____

Contact Executive _____
(Name & designation)

Tel: _____ Mobile
no. _____ Fax: _____

E-mail: _____ Website _____

S. No.	Description	Amount in Rupees (Excluding Service Tax)
1	<u>Revamping, development; content management of ITPO's Trade portal: www.tradeportalofindia.org, including maintenance of the portal for one year from the date of operation</u>	

2.	Annual maintenance with provision of IT professionals at site per year X 5	
	Total	
Amount in Words:		

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: _____

Seal of the company:

(Authorized Signature)

Name:

Designation:

ANNEX – 1

Checklist

S. No.	Item	Y/N
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 of ` 50,000/- against EMD	
8.	DD of `1050/- against cost of Tender Document.	
9.	Copy of Work Orders	
10.	Audited copy of Balance Sheet (Last 3 years)	
11.	CV of key personnel in suggested format	
12.	Supporting document for EPF/ESIC Registration	
13.	Undertaking of Non-Blacklisting	

To,

Dated -

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

Ref: Tender No : TIR&P/Tradeportal/RFP/2014

**Sub: Submission of bid for IT Agency to assist India Trade Promotion Organisation in
Revamping, development; content management and maintenance of ITPO's Trade portal
www.tradeportalofindia.org**

Dear Sir/Madam,

With reference to Tender No.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,

Dated -

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

Ref: Tender No : TIR&P/Trade portal/RFP/2014

**Sub: Submission of bid for IT Agency to assist India Trade Promotion Organisation in
Revamping, development; content management and maintenance of ITPO's Trade portal
www.tradeportalofindia.org**

Dear Sir/Madam,

With reference to Tender No. : TIR&P/Tradeportal/RFP/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. Any brake down in service or non-attending the fault will attract penalty apart from deduction of the payment on the prorated basis.

The Service Level Agreement and penalty structure would be as follows: -

S. No.	Service	Parameter	Service Level	Validation	Penalty
1	Domain registration/ renewal	Renewal of website domain name before expiry date	100%	Minutes of Meetings	0.5 % of Quarterly charges per day the website is down due to non-renewal of Domain name
2	Server Administration / Management	Uptime of Servers, excluding the time communicated or used (whichever is less) for scheduled server maintenance.	99.8%	System uptime report including server health check reports; scheduled maintenance track, which includes time communicated and time actually used	<ul style="list-style-type: none"> • 2% of quarterly charges for less than 99.8% • 3% of quarterly charges for less than 98% • 5 % of quarterly charges for less than 95%
3	Database Administration	MIS report of database	99%	Report	0.5% of quarterly charges

	Services	scheme, disk space, storage and user role			
4	Backup/ Restore Management	Take backup as per the backup schedule defined.	99%	Backup completion reports	If the negligence is found in monthly audit, the Bidder would be penalized a sum of Rs. 5,000/- per negligence.
5	Management of Application Softwares	Application availability excluding the time communicated or used (whichever is less) for scheduled application maintenance.	99.8%	Application availability reports together with scheduled application maintenance activity report with both planned and actual time used.	<ul style="list-style-type: none"> • 2% of quarterly charges for less than 99.8% • 3% of quarterly charges for less than 98% • 5 % of quarterly charges for less than 95%
6	Incident Management	Resolution of Incident on time as per their criticality. Resolution targets for incidents are: High – (24x7) 4 hours	99%	Reports	0.5% of quarterly charges

		<p>Medium – (week days 24x5) 24 hours</p> <p>Low – (week days 8x5) 3 business days</p>			
7	Request management	All requests would have a negotiated target for completion with requestor and should be completed within the target.	99%	Reports	0.5% of quarterly charges
7	Security Management	Should be part of Monthly status report	95%	Report	0.2% of quarterly charges
8	Resource Management	Number of shift days for which resource present / Total number of shift days,	98%	Duty roster	<p>If the resource availability is less than 95%, then payment shall be Deducted based on the pro-rata basis.</p> <p>(Total cost per day divided by nos. of persons deployed, the project manager will be equal to 3 staff)</p> <p>Further deduction</p>

		Resource provided is not as per specified certification / experiences	100%	Experience Certificate of FMS personnel submitted by Supplier to Utility	<p>` 2,000/- per day per staff/shall also be made on account of loss of service</p> <p>Per day deduction =</p> <p>0.5 * (Monthly value for that manpower) / 30</p>
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Downtime Calculation:

The recording of downtime shall commence at the time of registering the call with Supplier or Service Provider for any downtime situation for the equipment. Downtime shall end when the problem is rectified and the application/ service is available to the user.

Down time will not be considered for following:

1. Pre-scheduled preventive maintenance and health checks (Scheduled Downtime).
2. An issue, the resolution is depend on another ITPO vendor.

3. Bug in any application, not updated by supplier or service provider which causes the non-availability of the service. If ITPO elects to continue the operation of the machine / equipment, when a part of the machine is giving problem and leading to downtime, the commencement of downtime shall be deferred until ITPO releases the machine / equipment to the Bidder for remedial action.

4. If due to a request completion, any issue comes for server, database, application or backup management, the SLA targets for respective will be applied.

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, for three (3) continuous time-periods as specified in the relevant clause, 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.

Reporting Procedures

The company representative will prepare and distribute SLA performance reports in an agreed upon format by the 10th working day of subsequent month of the reporting period. The reports will include "actual versus target" SLA performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports will be distributed to ITPO's IT Team.

PROFORMA FOR PERFORMANCE BANK GUARANTEE

To
 Officer On Special duty
 System Development & Compliance Services Division
 India Trade Promotion Organisation,
 Pragati Bhawan,
 Pragati Maidan,
 New Delhi - 110001

In consideration of the President of India acting through the India Trade Promotion Organisation (hereinafter referred to as 'the ITPO') having agreed to grant a licence to M/s.....of(hereinafter called the "LICENSEE") to establish, maintain and operate **IT Agency to assist India Trade Promotion Organisation in Revamping, development; content management and maintenance of ITPO's Trade portal www.tradeportalofindia.org** on the terms and conditions contained in the said Bid Document, which inter alia provides for production of a Bank Guarantee to the extent of `..... (`..... in words) for the service by way of security for the due observance and performance of the terms and conditions of the said licence we.....(indicate the name and address and other particulars of the bank) (hereinafter referred to as 'the Bank') at the request of the LICENSEE hereby irrevocably and unconditionally guarantee to the ITPO that the Licensee shall render all necessary and efficient services which may be require to be rendered by the LICENSEE in connection with and /or for performance of the said LICENSEE and further guarantees that the service which shall be provided by the LICENSEE under the said Bid Document, shall be actually performed in accordance with terms and conditions of the Bid Document to the satisfaction of the ITPO.

2. We, the bank hereby undertake to pay to the ITPO an amount not exceeding `.....(`.....only) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said LICENSEE of any of the terms and conditions contained in the said licence.

3. We, the bank hereby, in pursuance of the terms of the said licence, absolutely, irrevocably and unconditionally guarantee as primary oblige and not merely as surety the payment of an amount of `.....(`.....only) to the Authority to secure due and faithful performance by the LICENSEE of all his/their obligations under the said Licence.

4. We, the bank hereby also undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the ITPO stating that the amount claimed is due by way of loss or damage caused or would be caused to or suffered by the ITPO by reason of breach by the said LICENSEE of any of the terms or conditions contained in the said Bid Document or by reason of the LICENSEE's failure to perform any of its obligations under the said License.

5. We, the bank, do hereby agree that the decision of the ITPO as to whether the licensee has failed to or neglected to perform or discharge his duties and obligations as aforesaid and/or whether the service is free from deficiencies and defects and is in accordance with or not of the terms & conditions of the said Licence and as to the amount payable to the Authority by the Bank hereunder shall be final and binding on the Bank.

6. WE, THE BANK, DO HEREBY DECLARE AND AGREE that :

(a) the Guarantee herein contained shall remain in full force and effect for a period of

three years from the date hereof and that it shall continue to be enforceable till all the dues of the Authority and by virtue of the said Licence have been fully paid and its claims satisfied or discharged or till ITPO satisfies that the terms and conditions of the said licence have been fully and properly carried out by the said LICENSEE and accordingly discharged this guarantee.

(b) the ITPO shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the term and conditions of the said Licence or to extend time of performance of any obligations by the said LICENSEE from time to time or to postpone for any time or from time to time any of the powers exercisable by the ITPO against the said LICENSEE and to forbear or to enforce any of the terms and conditions relating to the said Licence and we shall not be relieved from our liability by reason of any variation or extension being granted to the said LICENSEE or forbearance act or omission on the part of the ITPO or any indulgence by the ITPO to the said LICENSEE or to give such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

(c) any claim which we have against the LICENSEE shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder we will not without prior written consent of the ITPO exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations of us hereunder remains owing and outstanding.

(d) This guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by the LICENSEE.

7. We the BANK undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

Date.....day..... for _____

(Name of the bank)

Witness :

1.....

2.....