INDIA TRADE PROMOTION ORGANISATION

Tender No. ITPO/SD&CSD/35/Website//2014

23rd December, 2014

Tender Document for

Selection of a reputed agency for (i) Website Development & Support Services for various fairs organised by ITPO in India (ii) Up-gradation & development/ maintenance/ support service/editing/ updating on daily basis of ITPO's corporate website(bilingual), including RTI website (iii) Product Catalogue/Fairs CD ROMS

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

Tender No. ITPO/SD&CSD/35/Website//2014

23rd December, 2014

Sub:- Tender Document for "Selection of a reputed agency for (i) Website Development & Support Services for various fairs organised by ITPO in India (ii) Up-gradation & development/ maintenance/ support service/editing/ updating on daily basis of ITPO's corporate website(bilingual), including RTI website (iii) Product Catalogue/Fairs CD ROMS" for period of three years from the date of appointment.

1. REQUEST FOR PROPOSAL

- Objective

This RFP (Request for Proposal) is issued as a request for "Selection of a reputed agency for (i) Website Development & Support Services for various fairs organised by ITPO in India (ii) Up-gradation & development/ maintenance/ support service/editing/ updating on daily basis of ITPO's corporate website(bilingual), including RTI website (iii) Product Catalogue/Fairs CD ROMS".

The Client – ITPO

India Trade Promotion Organisation (ITPO), a premier trade promotion organization, manages India's premier trade fair complex, Pragati Maidan in New Delhi. ITPO now intends to select a company for (i) Website Development & Support Services for various fairs organised by ITPO in India (ii) Up-gradation & development/ maintenance/ support service/editing/ updating on daily basis of ITPO's corporate website(bilingual), including RTI website (iii) Product Catalogue/Fairs CD ROMS". The major domestic events organised by ITPO as under:-

- 1. India International Trade Fair, Delhi
- 2. Aahar International Food Fair, Delhi
- 3. India International Leather Fair, Delhi
- 4. India International Leather Fair, Chennai
- 5. International Leather Goods Fair, Kolkata
- 6. Delhi Book Fair, Delhi
- 7. Stationery Fair, Delhi
- 8. India International Security Fair, Delhi

For this purpose, General Manager, 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 date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgements, decrees, injunctions, writs or orders of court, as may be in force and effect during the subsistence of this Tender Document.

"Bid Document" - shall mean the document submitted by the bidder, pursuant to understanding and agreeing with the terms and conditions set out in this Tender Document. "ITPO" - ITPO means India Trade Promotion 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 (i) Website Development & Support Services for various fairs organised by ITPO in India (ii) Up-gradation & development/ maintenance/support service/editing/ updating on daily basis of ITPO's corporate website (bilingual), including RTI website (iii) Product Catalogue/Fairs CD ROMS".

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,

- (a) For the purpose of this Tender Document, where the context so admits:
 - (i) The singular shall be deemed to include the plural and vice versa and
 - (ii) Masculine gender shall be deemed to include the feminine gender and vice-versa.

- (b) References to a "*person*" if any shall, where the context so admits, include references to natural persons, partnership firms, companies, bodies, corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency thereof;
- (c) References to Clauses, Recitals or Schedules are references to clauses and recitals of and schedules to the Contract and the Tender Document. The Schedules, annexure and addendums shall form an integral part of this Contract.
- (d) Any reference herein to a statutory provision shall include such provision, as is in force for the time being and as from time to time, amended or re-enacted in so far as such amendment or re-enactment is capable of applying to any transactions covered by this Contract. Any references to an enactment include references to any subordinate legislation made under that enactment and any amendment to, or replacement of, that enactment or subordinate legislation. Any references to a rule or procedure include references to any amendment or replacement of that rule or procedure.
- (e) The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this Tender Document. References to the word "include" and "including" shall be construed without limitation. Any reference today shall mean a reference to a calendar day including Saturday and Sunday.

5. DUE DILIGENCE

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications in this Tender Document. The Bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the <u>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.</u> ITPO shall at its sole discretion be entitled to determine the adequacy / sufficiency of the information provided by the Bidder.

6. COST OF BIDDING

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

7. SCOPE OF THE WORK:

| Sl.No | Description of Work | Unit |
|-------|---|--------------|
| А. | WEBSITE DEVELOPMENT | |
| 1. | Domain Name Registration (only US Based) | 1 year |
| 2. | Renewal of Domain name | 2 years |
| 3. | Hosting Charges for web server for one year | Up-to 100 GB |
| | | 100-200 GB |

| 4. | Web server set up charges | 1 year | |
|-----|---|---------------------|--|
| 5. | Design and Development of home page | | |
| 6. | Design and Development of web pages with text / graphics / | Per A4 | |
| | animation | size paper | |
| 7. | Designing of Dynamic pages | Per page | |
| 8. | Correction/Changes in dynamic pages | Per page | |
| 9. | Search Engine Software development by: (a) Name of | For entire | |
| | Company (b) City © Product | Website | |
| 10. | Loading of Information/data | Included | |
| 11. | Updation of Information/data/pages | Included | |
| 12. | Website Promotion | | |
| | Registration with free search engines (List to be provided by | 150-200 free search | |
| | ITPO) | engines | |
| | Registration with paid search engines and key word listing | 5 leading search | |
| | (List to be approved by ITPO) | engines | |
| | Listing/ banners with industry related websites (List to be | 5 leading websites | |
| | approved by ITPO) | | |
| | Bulk e-mailing blast on the basis of data base Provided by | included | |
| | ITPO. | | |
| 13. | Extra cost over above when website is to be developed in | 1 | |
| | languages other than English | French, Spanish, | |
| | | Portuguese, | |
| | Extra cost for complete translation of English Website to | Per page | |
| | Hindi | | |
| В. | SUPPORT SERVICES | | |
| 1. | Preparation of Power Point Presentation of the Fair - | Per fair | |
| | Minimum 50 slides with graphics / pictures / text | | |
| 2. | Walk through of the fair of 2 minutes duration for inclusion in | Per fair | |
| | website (To be prepared from Video of the previous fair made | | |
| ~ | available by ITPO). | | |
| C. | CD DESIGN & DEVELOPMENT | | |
| | CD content development with browser (1) | Per CD | |
| | Replication including packaging Charges | | |

Payment Terms: 100% against successful development of the website to the satisfaction of ITPO.

8. ELIGIBILITY CRITERIA

- 1. The bidder should be either a company or a firm. Relevant papers such as copies of original documents defining constitution or legal status, or Certification of Incorporation/ Memorandum/Articles of Association/ undertaking of being proprietary firm etc. to be provided as a supporting document.
- 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.

- 3. The bidder should have prior experience in developing website as indicated in the tender document. Please furnish two work orders of the value of at least Rs. 10 lakhs (Rupees Ten Lakhs) each or more and completion certificates certifying the same, secured by the bidder during the last three financial years.
- 4. The company should have a total turnover of Rs. 1.5 crore (Rupees One Crore & Fifty Lacs 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 along with certificate from Chartered Account as per Annexure III.
- 5. The Bidder should not be black listed by any Government agency (Please furnish an Undertaking).
- 6. The bidder should have an office in operation in Delhi/NCR for atleast last 2 years. Documentary proof certifying the same is to be provided by the bidder.
- 7. The company must deposit Cost of tender document in the form of demand draft or Bank Pay Order for Rs.500/- + 5% DVAT = Rs.525/- in favour of "India Trade Promotion Organisation", payable at New Delhi.
- 8. The company must deposit Earnest Money Deposit (EMD) of Rs.25,000/- (Rupees Twenty five Thousands only) in the form of demand draft or Bank Pay Order in favour of "India Trade Promotion Organization", payable at New Delhi.

9. PROCESSING FEE

- i. The processing fee is non refundable.
- ii. The EMD is non-interest bearing.
- iii. Processing fee and EMD should be part of Envelope -1.
- iv. The successful bidders' EMD will be discharged upon expiry of "Offer Validity Period" or upon receiving of Performance Guarantee. EMD of unsuccessful bidders shall be refunded after finalization of Tender.
- v. 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.

10. TENDER EVALUATION COMMITTEE

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

1. The Tender Evaluation Committee may choose to conduct 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. 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.

11. 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.

12. BID PRICES

- a) 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.
- b) The bidder shall include payment of all dues such as taxes & other statutory dues, not specifically mentioned in the specification but essential for successful completion of work. The bidder shall not be eligible for any extra charges in respect of such payments. Though not mentioned in the bid document extra charges if any shall be paid by the bidder only.
- c) All liabilities, whatsoever, on account of copy rights or any other reason, if any, shall be borne by the bidder.

13. PERIOD OF VALIDITY OF BID

1. Validity Period

Bids shall remain valid for 180 days after the date of bid opening prescribed by ITPO; ITPO holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.

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. A Bidder granting extension of validity will not be permitted to modify his technical or commercial bid.

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.

14. MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF PROPOSALS

- 1. The Applicant may modify, substitute, or withdraw its proposal after submission, provided that written notice of the modification, substitution, or withdrawal is the ITPO prior to Proposal Due Date. No Proposal shall be modified, substituted, withdrawn by the Applicant on or after the Proposal Due Date.
- 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.
- 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.

15. TECHNICAL TERMS & CONDITIONS

- i. To design and develop the website as per GOI guidelines in Hindi and English with CMS and ability to add more languages (No Google translation to be used). (only for Corporate website)
- ii. To provide clearance of website from CERT-In empanelled agency or any Government of India Agency for security audit certificate / safe to host certificate. (only for Corporate website)
- iii. To ensure migration of Corporate website (www.indiatradefair.com) on NIC server and its GIGW compliance/Security audit.
- iv. Comprehensive search facility of individual section of the website as well as entire website both in English and Hindi. (only for Corporate website)
- i. Graphical, Pictorial and audio video interfaces, wherever and whenever needed.
- ii. Adequate server space with unlimited bandwidth to be provided (e.g. for Corporate and IITF website)
- iii. URL to be property of ITPO, in the name of ITPO.
- iv. Web space/Server space in name of ITPO but vendor will do all facilitation.
- v. Source code to be provided

16. SPECIAL TERMS & CONDITIONS

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.

- 2. The job would be awarded to the L1 bidder, whosoever declared as L1 bidder, as per the criteria defined in the commercial bid.
- 3. Rates quoted in the Commercial Bid should be valid for 3 years as no changes in the annual rates would be considered at a later stage.
- 4. Tender document can be downloaded from ITPO's website: <u>www.indiatradefair.com</u> and cpp portal: <u>www.eprocure.gov.in</u>.
- 5. Tenders with incomplete information are liable for rejection.
- 6. Tenders not submitted in the format specified as per the Tender document will be summarily rejected.
- 7. The tenders with the technical bid not containing Tender fee in the prescribed format will be summarily rejected.
- 8. Tenders with incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.
- 9. Tenders without the signed copy of the Tender Documents in the respective envelopes will be summarily rejected.
- 10. The company should not be black listed by any Govt./semi Govt. organization or PSU.
- 11. The bidder cannot make any amendment in the Technical Bid /Commercial Bid; neither he can impose any condition. All such bids will be rejected at the discretion of ITPO.
- 12. The user department will assign the job order with the time frame for completing the job.
- 13. The agency will submit the invoice after completion of each event against successful development of the website & support services for various fairs organized by ITPO India and abroad.
- 14. The agency will submit the invoice to user department supported by complete description of work and rate payable as per job order. Hard/soft copies of the material uploaded in the website may also be forwarded with detail wise rates such as

| Sl.No. | Description | Amount (Rs.) |
|--------|---------------------------------------|--------------|
| 1. | Domain Name Registration Charges | |
| 2. | Hosting Charges for Web Server | |
| 3. | Design & Development of the Home Page | |
| 4. | Design & Development of Web pages | |
| 5. | Dynamic pages | |

| TOTAL | |
|-------------|--|
| Service Tax | |
| Grand Total | |

- Further the invoice should also be supported with detail of documents serial/date wise, with hard/soft copies without duplication containing exact number of pages.
- Any print outs taken by utilizing the search engine will not be counted as individual pages.
- In case of any errors in the website in the form of spelling mistakes and wrong particulars such as contact executive, address, phone, fax, e-mails, etc. committed by the website agency in uploading data, the particular pages will not be taken into account, while arriving in the total no. of pages payable for the website.
- The Agency should send the representative to collect the all information relating to the event.

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. AWARD CRITERIA

- 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.
- 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 evaluation. Non responsive/Non complete bids shall be summarily rejected and no communication of the same will be obligatory on the part of ITPO.

20. PERFORMANCE GUARANTEE

A Performance Guarantee (PG) of Rs. 50,000/- (Fifty Thousand only) would be deposited by the successful vendor by way of demand draft favoring ITPO, New Delhi. PG shall be refunded after successful completion of contractual period i.e. three years. The performance guarantee deposited by the bidder shall be forfeited in case the successful bidder fails to perform its obligations under the contract agreement to be signed between ITPO and the successful bidder. The successful bidder shall be notified in writing prior to forfeiture of PG, if such situation arises.

21. PAYMENT TERMS

Payment shall be released after successful and satisfactory performance and certification by the User Division of ITPO. ITPO will process the payment on receipt of the bills and as per procedure and terms & conditions in vogue.

22. PERIOD OF THE CONTRACT

The period of contract is for three years (to be awarded annually) which is extendable for subsequent years upon satisfactory services and at the sole discretion of ITPO.

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

24. EXPENSES FOR THE CONTRACT

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

25. FAILURE TO ABIDE BY THE CONTRACT

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

26. 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.

 $\circ\,$ If the Bidder is in material breach of the representations and warranties contained in this Contract.

27. GOVERNING LAW

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

28. RESOLUTION OF DISPUTES

The dispute resolution mechanism shall be as follows:

- a) In case of dispute between ITPO and the successful bidder, if not resolved amicably, same shall be referred to adjudication / arbitration in accordance with Indian Arbitration and Conciliation Act 1996.
- b) If such dispute arises then either party may forthwith give to the notice in writing of such dispute to other party and shall be referred to the adjudication of an arbitrator/ conciliator in accordance with Indian Arbitration and Conciliation Act 1996.
- c) The CMD of ITPO will be the competent authority to nominate person/ official who will act as arbitrator/ conciliator.
- d) The decision of the arbitrator/ conciliator shall be final and binding upon both the parties, i.e. ITPO and the successful bidder.
- e) All unresolved disputed matters will have the jurisdiction of Delhi, so far as legal and court matters are concerned.

29. 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.

30. CONTENTS OF ENVELOPE 1 (TECHNICAL BID)

- i. Technical Bid format on the letter head.
- ii. Checklist of Submissions.
- iii. Letter of Undertaking regarding acceptance of terms and conditions.
- iv. Power of Attorney for the Authorized Signatory.
- v. Documents in support of eligibility criteria 8.1 to 8.8 with page number.
- vi. Processing Fee/ Cost of tender document of Rs.500/- + 5% DVAT = Rs.525/-(DD in the name of "India Trade Promotion Organization" payable at Delhi.
- vii. The company must deposit Earnest Money Deposit (EMD) of Rs.25,000/-(Rupees Twenty five Thousands only) in the form of demand draft or Bank Pay Order in favour of "India Trade Promotion Organization", payable at New Delhi.

31. CONTENTS OF ENVELOPE II (COMMERCIAL BID)

Price bid as per format.

32. 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.

33. 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.

34. SEALING AND MARKING OF BIDS

Enclosing of Bid – The copies of the Technical Bid shall be placed in lacquer sealed envelope-I clearly marking it **"Technical Bid"**. The Commercial Bid shall be placed in separate lacquer sealed envelope –II 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 **"Bid for Selection of agency for (i) Website Development & Support Services for various fairs organised by ITPO in India and Abroad (ii) Up-gradation & development/ maintenance/ support service/editing/ updating on daily basis of ITPO's corporate website (bilingual), including RTI website (iii) Product Catalogue/Fairs CD ROMS**

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".

35. 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.

36. 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.

37. 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.

38. OPENING OF TECHNICAL BIDS

ITPO will open all Technical Bids as per schedule at S.No.46 in office of ITPO, 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.

39. 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 time of opening. No bid shall be rejected at bid opening, except for late bids.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. FORCE MAJEURE:

The successful bidder shall not be liable for forfeiture of its Performance Bank Guarantee or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purpose of this clause, "Force Majeure" means an event beyond the control of the successful bidder and not involving the successful bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the successful bidder shall promptly notify ITPO in writing of such conditions and the cause thereof. Unless otherwise directed by ITPO in writing, the successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

| Tender document to be downloaded from | www.indiatradefair.com or www.eprocure.gov.in | | |
|---|---|--|--|
| Cost of Tender Document | Rs.500/- + 5% DVAT = Rs.525/- through Demand Draft/Bank pay order drawn on any Scheduled Commercial Bank favouring India Trade Promotion | | |
| | Organisation, payable at New Delhi (to be submitted along with tender document) | | |
| Earnest Money deposit | Rs.25,000/- (Rupees Twenty five thousand only) through Demand Draft/Bank pay order favouring India Trade Promotion Organisation, payable at New Delhi (to be submitted in Envelope-1 along with tender document). | | |
| Date of Issue | 23.12.2014 | | |
| Last date for submission of sealed bids | 06.01.2015 upto 1500 hrs. | | |
| Opening of Technical Bids | 06.01.2015 at 1530 hrs. | | |
| Date of opening of financial bids | To be announced | | |
| Validity of Bids | 180 days from the last date of submission of Bids. | | |

47. SCHEDULE & IMPORTANT INFORMATION

Bids may be submitted to:- Ms.Mala Bhattachrya, Senior Manager, SD&CS Division India Trade Promotion Organisation, Gate No.-3, Pragati Bhawan, Pragati Maidan New Delhi-110001, <u>Tel:011-23371875</u>, Fax:011-23371492, E-mail: <u>mbhattacharya@itpo.gov.in</u>

GM (IS)

System Development and Compliance Services Division

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

48. TECHNICAL BID PROFORMA

Tender No. ITPO/SD&CSD/35/Website//2014

23rd December, 2014

Selection of agency for (i) Website Development & Support Services for various fairs organised by ITPO in India (ii) Up-gradation & development/ maintenance / support service/editing/ updating on daily basis of ITPO's corporate website(bilingual), including RTI website (iii) Product Catalogue/Fairs CD ROMS

| Ν | Name of the Company: | | | | |
|---------|---|----------------------|--------|--|--|
| | Mailing address: | | | | |
| C (1 | Contact Executive | | | | |
| Te | el:Fax: | Mobile: | | | |
| E | -mail: | Website: | | | |
| 1. | Registration Number of the company | vVAT | `No | | |
| | Service Tax No | PAN No | TIN | | |
| 2. | Details of EMD: Demand Draft No. | Date | | | |
| | Name of the bank | Amount | | | |
| 3. | Details of Cost of Tender Documen | nt: Demand Draft No. | | | |
| | date Name of the ban | k | Amount | | |

4. Detail of work experience during last 3 years (Pl mention only 2 works)

| S. No. | Name of the Company worked with | Description/Nature of work done | Duration with dates | Value of work (in Rs. Lacs) |
|-----------|------------------------------------|------------------------------------|------------------------|-----------------------------------|
| 1 | | | | |
| 2 | | | | |

5. Details of total turnover during last three years (Rs. in Lakhs):

| S. No. | Financial Year | Turnover |
|--------|-----------------------|----------|
| 1 | 2011-12 | |
| 2 | 2012-13 | |
| 3 | 2013-14 | |
| | Total Annual Turnover | |

Date: _____

Seal of the company:

(Authorized Signatory) Name: Designation:

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

49. COMMERCIAL BID PROFORMA

Tender No. ITPO/SD&CSD/35/Website//201423rd December, 2014

Selection of agency for (i) Website Development & Support Services for various fairs organised by ITPO in India (ii) Up-gradation & development/ maintenance / support service/editing/ updating on daily basis of ITPO's corporate website(bilingual), including RTI website (iii) Product Catalogue/Fairs CD ROMS

COMMERCIAL BID

| (i) | Name | of | the | bidder: |
|--------------|--------------|-----------|-----|--------------|
| Mail | ing address: | | | |
| Cont (Nan | | & | | designation) |
| Tel: | | Mobile no | | Fax_no |
| E-ma | ail: | Website | | |

| Sl.No | Description of Work | Unit | Rate Per Unit |
|-------|---|----------------------------|---------------|
| А. | WEBSITE DEVELOPMENT | | |
| 1. | Domain Name Registration (only US Based) | 1 year | |
| 2. | Renewal of Domain name | 2 years | |
| 3. | Hosting Charges for web server for one year | Up-to 100 GB 100-200 GB | |
| 4. | Web server set up charges | 1 year | |
| 5. | Design and Development of home page | | |
| 6. | Design and Development of web pages with | Per A4 | |
| | text / graphics / animation | size paper | |
| 7. | Designing of Dynamic pages | Per page | |
| 8. | Correction/Changes in dynamic pages | Per page | |
| 9. | Search Engine Software development by: (a) | For entire | |
| | Name of Company (b) City © Product | Website | |
| 10. | Loading of Information/data | | included |
| 11. | Updation of Information/data/pages | | included |

| 12. | Website Promotion | | |
|-----|--|------------------|-----------|
| | Registration with free search engines (List to be | 150-200 free | included |
| | provided by ITPO) | search engines | |
| | Registration with paid search engines and key | 5 leading search | On actual |
| | word listing (List to be approved by ITPO) | engines | |
| | Listing/ banners with industry related websites | 5 leading | On actual |
| | (List to be approved by ITPO) | websites | |
| | Bulk e-mailing blast on the basis of data base provided by ITPO. | | included |
| 13. | Extra cost over above when website is to be | Japanese, | |
| | developed in languages other than English | German, French, | |
| | | Spanish, | |
| | | Portuguese, | |
| | Extra cost for complete translation of English | Per page | |
| | Website to Hindi | | |
| B. | SUPPORT SERVICES | | |
| 1. | Preparation of Power Point Presentation of the | Per fair | |
| | Fair - minimum 50 slides with graphics / | | |
| | pictures / text | | |
| 2. | Walk through of the fair of 2 minutes duration | Per fair | |
| | for inclusion in website (To be prepared from | | |
| | Video of the previous fair made available by | | |
| | ITPO). | | |
| C. | CD DESIGN & DEVELOPMENT | | |
| | CD content development with browser (1) | Per CD | |
| | Replication including packaging Charges | | |
| | Total | | |

<u>L1 Criteria</u>: - <u>The bidder whose "Total Cost (Excluding Service Tax)" as indicated</u> <u>above, comes out to be the lowest will be declared as the L1 Bidder.</u>

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 Signatory) Name: Designation:

50. Checklist with page numbering

| S. No. | Item | Y/N | Ref. page No. |
|--------|---------------------------------------|-----|---------------|
| 1. | Duly filled in Technical Bid | | |
| 2. | Document in support of Clause No.8.1 | | |
| 3. | Document in support of Clause No.8.2 | | |
| 4. | Document in support of Clause No.8.3 | | |
| 5. | Document in support of Clause No.8.4 | | |
| 6. | Document in support of Clause No.8.5 | | |
| 7. | Document in support of Clause No.8.6 | | |
| 8. | DD of Rs.25,000/- against EMD | | |
| 9. | DD of Rs.525/- against cost of tender | | |
| | document. | | |
| 10 | Duly filled in Commercial Bid | | |
| 11. | Annexure – I | | |
| 12. | Annexure – II | | |
| 13. | Annexure-III | | |

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

Tender No. ITPO/SD&CSD/35/Website//2014

23rd December, 2014

To,

The General Manager (IS) System Development& Compliance Services India Trade Promotion Organisation Pragati Bhawan, Gate No.-3 Pragati Maidan New Delhi-110001

Sub:- <u>Selection of agency for (i) Website Development & Support Services for various</u> <u>fairs organised by ITPO in India (ii) Up-gradation & development/ maintenance/</u> <u>support service/editing/ updating on daily basis of ITPO's corporate website</u> (bilingual), including RTI website (iii) Product Catalogue/Fairs CD ROMS

Dear Sir,

With reference to **Tender No. ITPO/SD&CSD/35/Website//2014 dated 23rd December, 2014**, we hereby submit our bid in the prescribed format as desired by ITPO. We hereby also accept the terms & conditions prescribed in the bid document.

Thanking you,

| | Yours faithfully, |
|------------|-------------------|
| (|) |
| Aut | horised Signatory |
| Name | |
| Designatio | n |
| Contact N | 0 |

52. FORMAT FOR POWER OF ATTORNEY FOR THE AUTHORISED SIGNATORY

Tender No. ITPO/SD&CSD/35/Website//2014

23rd December, 2014

The General Manager (IS) System Development & Compliance Services India Trade Promotion Organisation Pragati Bhawan, Gate No.3 Pragati Maidan New Delhi-110001

Sub:- <u>Selection of agency for (i) Website Development & Support Services for</u> various fairs organised by ITPO in India (ii) Up-gradation & development / maintenance/ support service/editing/ updating on daily basis of ITPO's corporate website(bilingual), including RTI website (iii) Product Catalogue/Fairs CD ROMS

Dear Sir,

.

With reference to **tender No. ITPO/SD&CSD/35/Website//2014 dated 23rd December, 2014,** 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,

Yours faithfully, () Name_____

| Designation_ | |
|--------------|--|
| Contact No | |

52. CERTIFICATE IN SUPPORT OF FINANCIAL TURNOVER

Tender No. ITPO/SD&CSD/35/Website//2014

23rd December, 2014

The General Manager (IS) System Development & Compliance Services India Trade Promotion Organisation Pragati Bhawan, Gate No.3 Pragati Maidan New Delhi-110001

Sub:- <u>Selection of agency for (i) Website Development & Support Services for</u> <u>various fairs organised by ITPO in India (ii) Up-gradation & development /</u> <u>maintenance/ support service/editing/ updating on daily basis of ITPO's corporate</u> <u>website(bilingual), including RTI website (iii) Product Catalogue/Fairs CD ROMS</u>

Dear Sir,

In response to the Tender Ref. No. **ITPO/SD&CSD/35/Website//2014 dated** 23rd **December, 2014,** we hereby declare that the details of total turnover during last three years (in Lakhs) as follows :

| No. | Financial Year | Turnover (Rs. lakhs) |
|-----|----------------|----------------------|
| 1 | 2011-12 | |
| 2 | 2012-13 | |
| 3 | 2013-14 | |
| | Total turnover | |

Thanking You,

Your's faithfully,

| (|) |
|----------------------|---|
| Authorised Signatory | y |

| Name of the Chartered Accountant | |
|----------------------------------|--|
| Registration No. with Seal | |
| Contact No | |