

INDIA TRADE PROMOTION ORGANISATION
(A GOVT. OF INDIA ENTERPRISE)
PRAGATI MAIDAN
NEW DELHI - 110001

Tender ref. no. ITPO/ITSD/CB-BAS/2020

Date: 28/10/2020

**Tender Document
for**

Supply, installation, commissioning and maintenance of cloud-based Fingerprint recognition-based and Iris/ Face recognition-based Biometric Attendance System.

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

Tender No. ITPO/ITSD/CB-BAS/2020

Date: 28/10/2020

Online bids are invited through two bid system for **“Supply, installation, commissioning and maintenance of cloud-based Fingerprint recognition-based and Iris/ Face recognition-based Biometric Attendance System.”** Manual bids shall not be accepted. The details of tender are as under.

S. No.	Work Description	Earnest Money Deposit (EMD)	Tender Fee
1.	Supply, installation, commissioning and maintenance of cloud-based Fingerprint recognition-based and Iris/ Face recognition-based Biometric Attendance System.	Rs. 12,500/-	Rs. 5,900/- including GST @18%

1. The tender documents are available on our website www.indiatradefair.com (for reference only) & www.eprocure.gov.in and same can be downloaded.
2. Tender documents may be downloaded from ITPO"s website www.indiatradefair.com (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.

INDICATIVE CRITICAL DATE SHEET

Publish Date	28/10/2020
Bid Document Download Start Date	28/10/2020
Pre-Bid Meeting Date	02/11/2020 (3:00 p.m.)
Last Date of Seeking Clarification	04/11/2020 (5:30 p.m.)
Bid Submission End Date	12/11/2020 (2:30 p.m.)
Technical Bid Opening Date	13/11/2020 (3:00 p.m.)
Validity of Bid	180 days from the last date of submission of Bids.

3. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderers/Contractors are advised to follow the instructions provided in the „Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement

Portal for e-procurement at <https://eprocure.gov.in/eprocure/app>'. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4. Not more than one tender shall be submitted by one contactor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
5. Tenderer who has downloaded the tender from the **ITPO's web site www.indiatradefair.com** (for reference only) and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, **shall not modify the tender form including downloaded price bid template in any manner**. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with ITPO.
6. Intending tenderers are advised to visit again ITPO website www.indiatradefair.com and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.
7. Clarifications/ queries, if any related to the tender process may be addressed to Sh. Snehil Verma, Deputy Manager/ Project Officer, email:- snehilverma@itpo.gov.in, Ph:- 011-23371540(Ext. 419).

EMD Payment & Tender Fee

1. Earnest Money Deposit (EMD) & Tender Fee are to be deposited through Online Payment Mode in favour of "India Trade Promotion Organisation, New Delhi" as per bank details mentioned at **Annexure-X**.
2. Bids will be opened as per date & time as mentioned in the **Tender Critical Date Sheet**. After online opening and evaluation of technical bids, the results of their qualification as well Price-Bid opening will be intimated later.

Submission of Tender

The tender shall be submitted online in Two parts", viz., Technical bid and Financial bid.

All the pages of bid being submitted must be sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online Bidder Enrolment**" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective „My Tenders" folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or „Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by before bid opening date/time as mentioned in critical date sheet or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232, 91-7878007972 and 91-7878007973.

1. REQUEST FOR PROPOSAL

i. Objective

This RFP (Request for Proposal) is issued as a request for invitation of bids for “Supply, installation, commissioning and maintenance of cloud-based Fingerprint recognition - based and Iris/ Face recognition – based Biometric Attendance System.”

ii. 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, the premier trade promotion agency of the Ministry of Commerce & Industry, Govt. of India is committed to showcase excellence achieved by the country in diverse fields especially trade and commerce.

ITPO provides a wide spectrum of services to trade and industry and acts as a catalyst for growth of India's trade. ITPO approves holding of international trade fairs in India and regulates holding of various expositions in India primarily to avoid any duplication of efforts while ensuring proper timing. It manages India's world class exhibition complex which is constantly upgraded to keep it in a high standard of readiness. Spread over 123 acres of prime land in the heart of India's capital, New Delhi, Pragati Maidan offers about 61,290 sq. mtrs. of covered exhibition space in 16 halls, besides 10,000 sq. mtrs. of open display area. The state-of-the-art exhibition halls have enhanced the appeal of Pragati Maidan as the ideal center for an increasing number of fair organizers and business visitors from different parts of the world.

2. DEFINITIONS

“Applicable Law” - means all relevant laws in force and effect as of date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of court, as may be in force and effect during the subsistence of this Tender Document.

“Bid Document” - shall mean the document submitted by the bidder, pursuant to understanding and agreeing with the terms and conditions set out in this Tender Document.

“ITPO”- ITPO means India Trade Promotion Organisation.

“BAS” – Biometric Attendance System.

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 **supply, installation, commissioning and**

maintenance of cloud-based Fingerprint recognition-based and Iris/ Face recognition-based Biometric Attendance System.

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 Document. References to the word “include” and “including” shall be construed without limitation. Any reference today shall mean a reference to a calendar day including Saturday and Sunday.

5. DUE DILIGENCE

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications in this Tender Document. The Bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid not responsive to the tender document in every respect will be at the Bidder's risk and may result in rejection of the bid. ITPO shall at its sole discretion be entitled to determine the adequacy / sufficiency of the information provided by the Bidder.

6. COST OF BIDDING

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

7. SCOPE OF WORK

ITPO intends to implement a cloud-based Finger-print recognition-based and Iris/ Face recognition-based Biometric Attendance System. The system should use Artificial Intelligence (AI) based Computer Vision to capture and recognize the face of an employee and should be managed via an end-to end encrypted cloud application that stores employees' records & photos and can be seamlessly integrated with existing HRMS.

The broad scope of work is given below: -

7.1 The selected bidder will be required to supply, install, commission and maintain biometric attendance capturing devices. Tentatively five (5) devices will be required at ITPO Head Office at New Delhi and one (1) device each at ITPO regional offices at Mumbai, Chennai and Kolkata respectively. The quantity of the required devices may vary as per discretion of ITPO.

7.2 The biometric devices should be able to capture/ recognize the fingerprint data and Iris/ Face recognition data of all ITPO employees/ third party contract employees as per requirement of ITPO. At present, ITPO's employee base is around 600.

7.3 The biometric attendance machines should have the following minimum specifications:-

Sl. No.	Technical Specification	Particulars
1	Camera	High Definition Omni Vision Dual Camera
2	Fingerprint Reader	High Resolution Optical (≥ 600dpi)
3	Display	Minimum 2.8 inch Color Screen

4	Identifying Ways	Finger, Facial/ Iris
5	Recognizing Ways	1:1, 1:N
6	Facial/ Iris Recognition Speed	Lesser than or equal to 2 Second
7	Fingerprint recognition speed	Lesser than or equal to 2 Second
8	Communication Ways	USB Udisk, TCP/IP, WIFI, LAN/Cloud
9	Facial/ Iris Identifying Distance	30-80 cm
10	Built-in Backup Battery	Minimum Upto 4 Hours backup
11	Facial/ Iris Capacity	Minimum 2000
12	Fingerprint Capacity	Minimum 10000
13	Data Retention on Device	Upto 30 days
14	Power Management	Sleep Mode Function
15	Display Message	Successful/ Unsuccessful Transaction, Real-time Clock and Date, functional Key Instruction

7.4 The biometric devices should have USB connectivity feature to allow backup data quickly using an external storage device.

7.5 Each biometric device to be supplied along with industry-standard wall-mount stand(s) and Lockable Frames apart from other accessories.

7.6 The device(s) should work even in offline mode, and in case of network exigencies store data on inbuilt storage of ROM and push the data to cloud on coming online.

7.7 The system should have a cloud-based application to store employee master data with functionality to create new employee data or update old data, e.g. designation etc.

7.8 The system should store the employee data in encrypted form and should allow easy import, export & updation of data.

- 7.9 The system should keep a track of all recognition attempts and should sync all such recognition logs from multiple devices.
- 7.10 The cloud-based attendance system should work flawlessly with minimum > 99.9% accuracy and store complete information with AES 128-bit end-to-end data encryption and HTTPS protocol for communication.
- 7.11 The cloud attendance system should be customizable as per attendance policies in terms of the nature and requirements of ITPO` rules and policies at no additional costs to ITPO apart from the initial one-time set-up charges. Automated attendance system should allow to seamlessly manage shift timings, leave policies, break time, short leave policies etc. and allow syncing of data from multiple locations to the cloud server and sync shift and roster data also with the HRMS solution of ITPO. The system should allow leaves and holiday policies` updation on the cloud from remote location/ client site.
- 7.12 The system should allow creation of multiple leave policies e.g. different leave types etc. and multiple calendars for different offices locations at once.
- 7.13 The system should allow setting the overtime and comp-off policies e.g. minimum number of hours to apply for overtime, mark the days when overtime is not to be paid etc.
- 7.14 The Biometric Attendance System has to be seamlessly integrated with the Human Resource Management System (HRMS) in use in ITPO through Web-hook/ API/ Scheduled excel/csv data dumps. The mode of integration shall be at the discretion of ITPO. BAS should transfer all recognition logs and attendance data in real-time from cloud application to HRMS solution of ITPO.
- 7.15 **Implementation Methodology:** - The successful bidder should follow a suitable methodology for delivering the requirements of the RFP for the entire contract period. The successful bidder should factor for necessary effort and team deployment. The methodology should address all stages including development, customization, and Facilities Management services. Each step should detail the input, process and output. The selected bidder should further provide the deliverables and sign-off process for each of the deliverables at various stages. The selected bidder would need to deploy adequate team for implementation (including Project Manager) onsite at ITPO, HQ, New Delhi on full time basis during the complete implementation phase.
- 7.16 **Functional Requirements Specifications Study:** - The selected bidder will conduct a detailed systems requirements study and provide a solution specific FRSM (Functional Requirements Specifications Manual) for solutions relating to the functionalities as required supporting the various processes within ITPO. The FRSM should include the standard operating procedure proposed for the re-aligned process. The successful bidder is expected to assist ITPO in aligning the

business requirements with the application so as to enable centralization of desired business process, eliminate redundant and duplicate processes, increase operational efficiency and improve customer service. The successful bidder shall provide the FRSM to ITPO for review and any comments/ suggestions of ITPO will be incorporated therein. The FRSM would be reviewed by ITPO and the selected bidder is expected to remediate all gaps identified by ITPO at no additional costs. The FRSM will be deemed completed when signed-off from ITPO.

- 7.17 Language:** - The BAS solution should be in English language.
- 7.18** The system should trigger alerts via SMS/Email/Mobile Notifications on marking of the attendance by each employee. Cost towards SMS gateway/Mobile Notification to be borne by successful bidder.
- 7.19 Documentation/ Manuals:** - Soft copies of User and Technical manuals are to be provided for all the functionalities, modules, tools proposed for the solution separately. In addition, online contextual help for every field on the user interface with search option has to be made available for all users for all applications. ITPO will require the selected vendor to follow worldwide practice and international standard for the documentation for the entire System Development Life cycle and provide same to ITPO. All such documentation and manuals will have to be kept up to date with proper version control during the entire contract period. ITPO may require the selected bidder to deliver the following documents both in hard and soft copy to ITPO during development, implementation of the solutions and during the handing-over phase post completion of the contract period.
- a)** Detailed project plan adhering to the high level roll out plan mentioned in Section 13 of this “Scope of Work”.
 - b)** Detailed SRS (System Requirement Specifications) Document.
 - c)** High Level Architecture Document.
 - d)** High Level Solution Design Document.
 - e)** Migration Strategy Document.
 - f)** Techno – Functional Risks and Mitigation Document.
 - g)** Functionality Traceability matrix which would provide details on the interdependence of the technical components for the realization of a functionality. This matrix should provide a projection of the efforts required for completion of a technical module.
 - h)** Content Management Guide.
 - i)** Change Management Methodology Document.
 - j)** Security Guide.
 - k)** Security Audit Certificate Copy.
 - l)** Test Plans.
 - m)** Comprehensive Test Cases Document (Unit, Integration and UAT Test Cases tested).
 - n)** User Management Guide.

- o)** System Manual- Architecture, Entity-Relationship diagrams, Source Code [for all customization] (Soft Copy as well as Hard Copy).
- p)** User Manual (Soft Copy as well as Hard Copy).
- q)** Release Notes

7.20 Software Licenses: -

- i.** ITPO will not be responsible or liable for any infringements or unauthorized use of the licensed products. In the event of any claims against ITPO for any license related issues, the selected bidder will have to act upon the same and all liabilities and claims whatsoever will have to be settled by the selected bidder.
- ii.** Further if the selected bidder has missed out providing any required licenses to ITPO, then ITPO will not bear any additional expenditure for procurement of such licenses at a later date.
- iii.** Selected bidder will be required to provide all necessary softwares required for making the cloud-based BAS solution functional for use by ITPO within the quoted costs.
- iv.** Selected bidder is required to consider the technical support of the solution and related application software for the period of contract from day one.

7.21 Interfaces/ Integration Requirements:-

- a)** The interfaces required for the solution need to be sized, developed, installed, tested, implemented and maintained by the selected bidder fully meeting the functional, technical and interfacing requirements. The selected bidder is required to build interfaces between the proposed Solution with the applications and systems mentioned in the RFP. The solution must enable all currently specified interfaces as well as allow for introduction of new interfaces/channels as the case may be. In addition to interfaces required for end to end solution for BAS, the selected bidder must interface & integrate the Solution (Online/offline) to the below mentioned current/ future applications of ITPO:

- Human Resource Management System.
- Third party Payroll system.
- Enterprise Resource Planning(ERP) Solution.

The selected bidder will be responsible for identifying the detailed interface requirements for integrating the proposed packages to the proposed solution. The selected bidder will be responsible for developing, testing and maintaining the interfaces during the entire contract period.

- b) The selected bidder must ensure that a sound methodology is implemented to manage the interfaces.

7.22 Customization: -

- i. The selected bidder has to carry out all the customization as per RFP and outcomes of the Functional Requirements Study Report (signed-off report)/ Gap Identification Report without any additional cost to ITPO.

7.23 Gaps Identification and Resolution:-

- i. The selected bidder will provide ITPO with gap identification report along with the necessary solutions to overcome the gaps and the time frames.
- ii. Selected bidder will ensure that all gaps identified at the time of system testing will be immediately resolved.
- iii. The selected bidder will ensure that gaps pointed out by the audit and inspection teams, statutory and regulatory bodies, or any other third party agency engaged by ITPO will be immediately resolved.
- iv. The selected bidder shall resolve gaps by proposing a suitable temporary work around or customizing the proposed solution by way of modifications/ enhancements, as necessary, to the proposed software solution.
- v. Selected bidder will give adequate time to ITPO for reviewing the gap report.
- vi. Selected bidder will incorporate all suggestions made by ITPO to the gap analysis report.
- vii. The selected bidder will ensure that they have the necessary infrastructure and people in place to resolve all the gaps within the time lines agreed, for the implementation and roll out.
- viii. The cost of all customizations as mentioned above is required to be included in the price bid and ITPO will not make any additional costs for such effort till all the offices (Including HQ and Regional Offices) are live. While costing the customization effort required, the selected bidder should exclude the effort required from ITPO. The selected bidder will understand the priorities/ implications and accordingly plan the gap remediation activity.
- ix. The selected bidder is expected to document all gaps observed by ITPO at various stages of implementation including their solution and monitor and track the status of the same throughout the implementation.

7.24 Testing:-

- i. "User Acceptance Testing" ("UAT") of the Solution would be carried out for the BAS Solution proposed by the selected bidder. The detailed test cases along

with test data and expected results will be created by the selected bidder and approved by ITPO. ITPO may also add test cases if it identifies any gaps. ITPO shall participate in the UAT along with the bidder; all necessary support needs to be provided by the selected bidder to ITPO.

- ii.** The selected bidder has to ensure that all the customizations that are required for “Go Live”, as agreed upon and signed off ITPO are completed before the solution is ready for final testing.
- iii.** The Bidder will assist ITPO in conducting all the tests and analyzing/comparing the results. Selected bidder shall provide adequate full time resources conversant in respective business areas, for trouble-shooting and resolving defects during the entire UAT process.
- iv.** Any deviations/discrepancies/errors observed during the testing phase will be formally reported to the selected bidder and the selected bidder will have to resolve them immediately or within the UAT approach and guidelines formulated between the selected bidder and ITPO. The resolution timelines will be completely aligned to the project timeline of this RFP.
- v.** The selected bidder will be responsible for maintaining appropriate program change control and version control for all the modifications/enhancements carried out during the implementation/testing phase.
- vi.** The selected bidder will be responsible for providing and updating system & user documentation as per the modifications.

7.25 Training:-

- i.** The selected bidder will be responsible for training ITPO’s employees in the areas of implementation, migration, operations, management, error handling, system administration, etc. The training should at least cover the following areas:
 - a.** Functionality available in the solution.
 - b.** Product setup.
 - c.** Advanced user training.
 - d.** Techniques of generating various MIS/EIS reports.
 - e.** Using of all the auditing tools being provided.
 - f.** Developing new audit reports/tools in the proposed solution.
 - g.** System and Application administration.
 - h.** Log analysis and monitoring.
 - i.** Database and data dictionary.
- ii.** The training batches may be continuous or in staggered fashion. All trainings are to be conducted at ITPO’s Headquarter premises at Pragati Maidan, New Delhi.

- iii. Training infrastructure such as training rooms, projectors, etc. will be provided by ITPO. The selected bidder will be responsible for providing trainers and any requisite training materials to the trainees.
- iv. The selected bidder will be expected to deliver to ITPO, one physical copy and one electronic copy of documentation for each of the deliverables and online context-sensitive help module included in the software to enable the ITPO's personnel to use and understand the operations of the deliverables. ITPO may make additional copies of the organization specific documentation for its internal use.
- v. The selected bidder has to ensure that there is online help available for each functional area within the solution post go live of the application for every user of ITPO.
- vi. The onus of preparing the training material will be on the selected bidder.
- vii. The training schedule will be decided by ITPO in consultation with the selected bidder. The users at the Regional Offices may also be included in the training schedule. However, all trainings will be conducted at ITPO, HQs, Pragati Maidan, New Delhi only.
- viii. Training material, stationery arrangements including Pens, Notebooks etc. shall have to be done by the vendor.

7.26 Roll-Out Plan: - ITPO has planned to implement the BAS Solution at its Head Office at Pragati Maidan, New Delhi and all three regional offices within a period of Thirty (30) days from the date of issuance of Purchase Order (PO), including all activities viz. functional requirements specifications study, its sign-off, customization, policy configuration, testing, integration with different interfaces as per RFP, UAT, trainings etc. Detailed Project Plan will be finalized by ITPO in consultation with the selected bidder after award of work.

7.27 Data Migration: - Selected bidder shall provide Data Migration services until the entire data is migrated successfully into the production environment and ITPO goes live on the BAS Solutions. The selected bidder will formulate the data migration strategy and process documentation within a period of five (5) working days from the date of issue of purchase order.

- a) The successful bidder will perform data mapping exercise between existing electronic data and proposed solution, provide checkpoint reports to ensure thorough reconciliation of the data, while ensuring data integrity, developing Data Extraction tools (to extract data from existing standalone applications), furnish the data in a format that can be loaded into the proposed application, perform the data upload activity and assist in performing checks to ensure data migration success (by providing comparator tools, etc.).

- b)** Selected bidder will need to understand the file structure of the existing applications. Selected bidder will have to provide facility in the tool to generate data files in the structure as required for upload to its solution.
- c)** Selected bidder will give ITPO adequate time to review and sign-off the Data Migration Strategy and process documents. All comments and suggestions of ITPO must be incorporated in the Data Migration Strategy and process documents before obtaining sign-off.
- d)** The selected bidder will be responsible for successful data migration from the existing applications to its solution. It is selected bidder's responsibility to perform the data mapping and extraction in whatever formats the BAS solution requires the data. ITPO will not bear any additional cost for data migration, nor will be responsible for the same.
- e)** Data will be extracted from existing systems & manually captured data files in the flat file/required file format. These flat files/required files will be validated and uploaded, the upload process will generate Exception, Error and Control reports to facilitate rectification of the data loaded.
- f)** Selected bidder may associate ITPO's personnel proficient in the legacy systems for assistance during the data migration exercise and identify areas of data mapping and suggest data requirements for the gaps identified. In the event of any gaps in the field mapping reports, the same would be discussed with ITPO and the agreed solution would be documented by selected bidder and signed off from ITPO at no additional cost to ITPO.
- g)** It is imperative that the data which is extracted from the source system be clean. This can be achieved by running exception/data integrity reports on the source system prior to data extraction. It will be the responsibility of selected bidder to ensure complete data cleaning and validation for all data being migrated from the existing systems to the new BAS Solution.
- h)** The data upload tool has standard reports for reconciliation of the migrated data. Similar reports will have to be developed on the source system to facilitate end-to-end reconciliation of the migrated data. ITPO may perform checks on migrated data and reconcile the control reports to ensure that the data migration is successful.
- i)** It will be the responsibility of selected bidder to convey to ITPO, at least 8 working days in advance from the date of migration, all the mandatory fields required for the functioning of the proposed applications that are not available in the existing applications and those that need to be obtained by ITPO. In the event ITPO is unable to obtain all the mandatory fields as conveyed by the selected bidder, the selected bidder shall suggest the most suitable workaround to ITPO. Selected bidder shall document the suggested

workaround and sign-off should be obtained from ITPO for the suggested workaround.

- j) Selected bidder has to ensure that only experienced personnel who have past experience in data migration activities are deployed for data migration process. The personnel would need to be deployed at ITPO's Head Office at New Delhi location on full time basis.
 - k) Selected bidder shall develop the data conversion programs to convert ITPO's data to required upload format. Selected bidder shall perform mock data migration tests to validate the conversion programs.
 - l) Selected bidder will be responsible for assisting ITPO in conducting the acceptance testing and in verifying the completeness and accuracy of the data migrated from the legacy applications to the proposed system. ITPO or its consultants may, at its will, verify the test results provided by selected bidder.
 - m) The Company reserves the right "to audit"/"appoint an external auditor to audit" the process of data migration and/or the completeness and accuracy of the data migrated during the entire exercise of data migrations. The selected bidder has to facilitate audit at no additional cost to the Company.
 - n) Any gaps/discrepancy observed will be reported in writing to selected bidder, who will act upon them and resolve the same immediately or within maximum 5 working days from the day of reporting the same.
 - o) Selected bidder will be responsible for obtaining the data from ITPO for the purpose of migration.
 - p) Selected bidder will be responsible to develop control reports for verification of the data both before and after migration.
 - q) Selected bidder has to provide data comparator tools for the purpose of checking the source and target data for data migration success.
 - r) Data Entry Operator(s) required for Data Migration activity or any other data entry required for making the system functional in all respects and mapping all existing online/ offline data shall be provided by the successful bidder at no additional costs to the ITPO, as part of scope of the RFP.
- 7.28 Security Audit:** - The cloud-based backend app should have been security audited by any authorized agency. The selected bidder will be required to submit a copy of the Security Audit certificate and produce the same in original, if required by concerned authorities in ITPO.

7.29 Database Backup and Recovery: - Planning, designing and executing proper comprehensive server(s) backup and recovery strategy shall be the responsibility of the bidder. Server backup and recovery strategy should be planned in such a way so as to minimize downtime and maximize efficiency. The selected bidder shall provide normal or full Database backups (In executable form) in Tape Drives/ any other suitable medium as decided by ITPO on monthly basis to ITPO. No separate costs shall be paid for the Tape drives for the entire contract period.

7.30 Service Levels: -

The selected bidder will have to guarantee a minimum uptime of 99.5%, calculated on a monthly basis. Application (As a whole / any module of the application) availability will be 99.5% on 24x7x365. The penalty will be calculated as per the details given below.

Uptime percentage - 100% less Downtime Percentage

Downtime percentage - Unavailable Time divided by Total Available Time, calculated on a monthly basis.

Total Available Time – 24 hrs per day for seven days a week excluding planned downtime.

Unavailable Time - Time involved while the solution is inoperative or operates inconsistently or erratically.

Uptime Percentage	Penalty Details
A ≥ 99.50%	No Penalty
99.50% ≤ A < 99%	3% of cost of monthly charges
99.50% ≤ A < 98.50%	7% of cost of monthly charges
A < 98.5%	Penalty at an incremental rate of 1% (in addition to a base of 7%) of cost of monthly charges for every 0.1% lower than the stipulated uptime

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. The SLA charges will be subject to an overall cap of 10% of the Monthly Payment and thereafter, ITPO has the discretion to terminate the contract. If the selected bidder materially fails to meet an uptime of 99.50% for three (3) consecutive months, ITPO may have the right to terminate the contract. In case if there is no pending invoices to be paid by the ITPO to the vendor, the vendor has to submit a pay order / Cheque payable at Delhi in favour of ITPO for the same within 15 days from the notice period from ITPO.

Availability Service Level Default:-

- Availability Service Level will be measured on a monthly basis.
- A Service Level Default will occur when the vendor fails to meet Minimum uptime (99.5%), as measured on a monthly basis.

Bidder shall determine the severity levels based on the criteria mentioned below:

Severity Level	Number of users impacted	Effective Downtime
Severity 1	Any problem where > 20% of the users of the application are affected	100%
Severity 2	Any problem <= 20% of the users and > 10% of the users of the application are affected	90%
Severity 3	Any problem where <= 10% of the users of the applications are affected	80%

SLA Penalty Calculation:-

E.g. - There is an incident which occurs under the Severity Level 3 for which the downtime is for 5 hours in a month. Therefore the effective downtime for the month would be: 5 hours x 80% = 4.0 hours Therefore, the downtime of 4.0 hours would be considered due to this incident while computing the availability of the application.

Note: All other intermediate activities which are required for smooth execution and functioning of the project are treated as part of the scope of work.

8. TIMELINESS

- a) A time period of 30 days will be given from the date of signing of the contract with ITPO for BAS solution implementation at ITPO, HQ at New Delhi and regional offices at Mumbai, Chennai and Kolkata.
- b) Annual Maintenance Contract including cloud based application usage and hosting's recurring quarterly billing process will start after the aforesaid period of 30 days or earlier in case of earlier go-live of the system.

9. E-MAIL AND SMS GATEWAY SERVICES: - The system should have the functionality of sending bulk emails/ SMSes as alerts, notifications etc. The cost of the SMS Gateway is to be borne by the selected bidder and the email gateway service shall be provided by ITPO. However, all the configuration, customization, implementation etc. related to email notification service has to be done by the successful bidder.

10. ELIGIBILITY CRITERIA:-

S. No.	Criterion	Required Documents
1.	The bidder should be a company registered in India under the Indian Companies Act 1956/2013 or a partnership registered under the India Partnership Act 1932 or a society constituted under the Societies Registration Act 1860 with their registered office in India for the last five years as on 31 st March, 2019.	<ul style="list-style-type: none">• Copy of valid Certificate of Registration attested by Company Secretary/ authorized signatory should be submitted by the bidder.• Copy of PAN Card attested by authorized signatory should be submitted by the bidder.
4.	The bidder should have valid GSTIN.	<ul style="list-style-type: none">• Copy of valid Certificate of Registration attested by authorized signatory should be submitted by the bidder.
5.	The bidder should have a technical support office in operation in Delhi/NCR and support centers manned with qualified staff.	<ul style="list-style-type: none">• Copy of address proof of office premises in Delhi/NCR attested by authorized signatory should be submitted by the bidder.
7.	The bidder should not be barred or black-listed by any central/ state govt. departments/ organizations/ PSUs for any reason on the date of bid submission.	<ul style="list-style-type: none">• A self-declaration certificate from the authorized signatory should be submitted by the bidder.
8.	The bidder should have a minimum average annual turnover of Rs. 10 Lakh in the last three financial years i.e. FY 2019-20, FY 2018-19 and FY 2017-18	<ul style="list-style-type: none">• Attested audited copies of bidder's annual reports/ balance sheets for the last three financial years i.e. FY 2019-20, FY 2018-19 and FY 2017-18 along with a certificate from a practicing Chartered Accountant on his letter head confirming annual turnovers & average annual turnover should be submitted by the bidder.

9.	The bidder should have the experience of successfully executing similar project(s) of having experience of installation of BAS at least in two (2) big Ministries, Govt. Departments, PSUs, PSEs institutions for marking the attendance of at least 100 employees in each case. The quoted prior experience work(s) should be fully completed as on the date of submission of bids.	<ul style="list-style-type: none"> • Copies of (i) Purchase orders along with scope of work & deliverables and (ii) Satisfactory work completion certificate(s) issued by the purchaser need to be submitted by the bidder. <p>Note: - Note more than five (5) valid work orders and work completion certificates to be submitted with the bid. If arbitrary irrelevant documents/ more than the ones desired above are found to be submitted alongwith the bid, the bid shall be liable for rejection at the sole discretion of ITPO.</p>
10.	Cost of tender document Rs.5,900/- (Rupees Five Thousand Nine Hundred Only) including GST @ 18%	<ul style="list-style-type: none"> • To be deposited through Online Payment Mode in favour of "India Trade Promotion Organisation, New Delhi" as per details mentioned at Annexure-X.
11.	Earnest Money Deposit (EMD) of Rs. 12,500/- (Rupees Twelve Thousand Five Hundred Only)	<ul style="list-style-type: none"> • To be deposited through Online Payment Mode in favour of "India Trade Promotion Organisation, New Delhi" as per details mentioned at Annexure-X.

Note: Bids without valid EMD & Tender Fee will be rejected outright.

The firms registered with National Small Industries Corporation (NSIC)/ Micro, Small and Medium Enterprises (MSME) are exempted from furnishing EMD and Tender Fee provided that such small scale units are registered under single point registration scheme of NSIC / MSME and are valid on the scheduled date of tender opening and the product range mentioned in the certificate is the same or similar to the tender requirement. The NSIC / MSME certificate duly attested by any Notary Public with seal and date shall only be accepted.

11. PROCESSING FEE

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

iv. The EMD will be forfeited:

- If a bidder withdraws his bid during the period of validity.
- Or in case of a successful bidder, if the bidder fails to sign the contract in accordance with terms and conditions.

12. UNDERTAKING

An undertaking from the Bidder stating the compliance with all the conditions of the Contract and Technical Specifications of the Bidding Document will be required, since no deviation will be acceptable to ITPO.

13. BID PRICES

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

14. PERIOD OF VALIDITY OF BID

i) Validity Period:

Online 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.

ii) Extension of Period of Validity

In exceptional circumstances, ITPO may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional. A Bidder granting extension of validity will not be permitted to modify his technical or Item Rate BoQ.

iii) Amendment of RFP

At any time prior to the deadline for submission of proposal, ITPO may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document and it will be notified.

15. MODIFICTIONS/ SUBSTITUTIONS/ WITHDRAWAL OF PROPOSALS

- i. The applicant may modify, substitute, or withdraw its proposal after submission prior to proposal due date. No proposal shall be modified, substituted,

withdrawn by the applicant after the proposal due date.

- ii. Any alteration / modification in the proposal or additional information or material supplied subsequent to the proposal due date, unless the same has been expressly sought for by the authority, shall be disregarded.

16. COMPLIANCE WITH STATUTORY OBLIGATIONS

- i. The bidder shall be responsible for ensuring compliance with provisions of related Labour Laws (Central/State) and specifically factory Act, Minimum Wages Act, Payment of wages Act, PF Act ,ESI Act, Payment of Bonus Act, Contract Labour (R&A) Act, Workmen Compensation Act etc. as applicable from time to time. The bidder shall be solely responsible for any cost and consequences on account of any breach and or non-compliance of any of the provisions of the Labour laws. The service provider shall indemnify ITPO against any claims/costs/damages and Penalties in respect of breach of the any of the provisions of the laws in force.
- ii. It shall be the responsibility of successful bidder to comply with all liabilities arising out of any provisions of Labour Acts/Enactments (including PF/ESI/INSURANCE) hitherto in force or enacted from time to time during the term of the contract. In case of any breach, the successful bidder shall immediately notify ITPO in this regard.
- iii. The employees of the Successful bidder shall not be deemed to be employees of ITPO; hence the compliance of the Laws with respect to its/their employee/their welfare will be the sole responsibility of the Successful Bidder. ITPO does not bind itself to provide any Canteen, Medical & Transport facilities inside or outside ITPO.
- iv. The successful bidder will maintain attendance register & wage register of its employees.
- v. The successful bidder shall take out a Workmen Compensation Policy & covering all his employees for the contract period & submit a copy of the same to ITPO.
- vi. The service provider has to ensure that the prescribed minimum wages as applicable from time to time to the respective category of personnel deployed at ITPO (as per central/State Govt.) are paid on or before 7th of the following month.
- vii. All records, documents under various statutory provisions including ESI/PF/Disbursement of monthly Wages shall be maintained by the successful bidder and shall be open for inspection by an authorized representative of ITPO/third party authorized by ITPO and Government Agencies.

17. SPECIAL TERMS AND CONDITIONS

- a) 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.
- b) The job would be awarded to the lowest (L1) bidder out of all the technically qualified bidders, whosoever declared as L1 bidder, as per the criteria defined in the Item Rate BoQ.
- c) Rates quoted in the Item Rate BoQ should be valid for the complete contract period as no changes in the price bid would be considered at a later stage.
- d) E-tenders with incomplete information are liable for rejection.
- e) E-tender not submitted in the format specified as per the tender document will be summarily rejected.
- f) E-tenders with incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.
- g) The bidder cannot make any amendment in the Technical Bid /Item Rate BoQ; neither can he impose any condition. All such bids will be rejected at the discretion of ITPO.
- h) The user department will assign the job order with the time frame for completing the job.
- i) The rates quoted in the price bid will be inclusive of all taxes, (except GST), fees, levies, etc and any revision in the statutory taxes, fees, etc will be the responsibility of the Bidder.
- j) The agency will submit the invoice supported by complete description of work and rate payable as per job order.
- k) 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.
- l) The invoice should contain PAN No., VAT/ST No., and Job Order no. and address of the bidder when the payment has to be made.
- m) **Numbering of Pages:** - All pages of the bid including brochures are to be numbered as Page --- (current page) of --- (total pages) in a seriatim along with proper index. The numbering shall be done separately for Technical Bid and Commercial Bid, and not section-wise.

- n) **Integrity Pact:** - The successful bidder will be required to enter into an integrity pact with ITPO as per the CVC guidelines. The integrity pact is available on the CVC website.
- o) **Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA):-** The successful bidder will mandatorily sign SLA (which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by ITPO) and NDA as per the terms & conditions of the RFP, with respect to data/ information being disclosed by ITPO to the selected bidder and being generated in the BAS solution during the course of time. The precise formats of the SLA and NDA will be shared by ITPO with the selected bidder. The stamp duty or any other associated charges to execute the above mentioned document shall be borne by the successful bidder.
- p) **Information Ownership:** - All information processed, stored, or transmitted by equipment/ system belongs to ITPO. By having the responsibility to maintain the equipment, the selected bidder does not acquire implicit access rights to the information or rights to redistribute the information. The selected bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately. ISMS Framework (ISO 27001:2005): The selected bidder and the team shall abide by the ISMS framework of the Company which includes Incident Management, Change Management, Capacity Management, Configuration Management etc.
- q) **Sensitive Information:** - Any information considered sensitive must be protected by the selected bidder from unauthorized disclosure, modification or access. Types of sensitive information that will be found on Company's systems the selected bidder may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.
- r) The selected bidder will actively monitor the application instance hosted for ITPO with standard tools and provide audit trails, logs, standard/ customized reports as per requirement of ITPO/ ITPO appointed agencies/ statutory Govt. agencies required for investigating any incident. Non-compliance of the same may attract forfeiture of the Performance Security, termination of the contract and blacklisting of the vendor.

18. CLARIFICATION ON BID DOCUMENTS

The prospective bidders are advised to collect all information regarding functioning of prevailing working procedures and systems of different departments and inter departments which may be necessary for the purpose of bidding and submit a realistic offer for the successful implementation of BAS software and other ancillary works at their own cost without any liability on ITPO. Problems if any, arising out of submission

of bid without proper assessment of requirement by the bidder shall no way be considered by ITPO. A prospective bidder requiring any clarification on the bid documents may request/forward their clarifications/queries to the Deputy Manager, IT Services Division, ITPO, Pragati Maidan, New Delhi-110001 before the date of per-bid meeting. Copies of consolidated queries of bidders and response of ITPO will be issued by ITPO as addendum in the website, only if the clarifications requested for, are considered appropriate by ITPO. All the queries/ clarifications may be forwarded on the e-mail: - snehilverma@itpo.gov.in.

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

- i. 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.
- ii. Financial evaluation of the quote received will done. Non-responsive/Non-complete bids shall be summarily rejected and no communication of the same will be obligatory on the part of ITPO.

22. PERFORMANCE SECURITY

- Within 5 working days of the signing of the contract with ITPO, the successful Bidder shall furnish the Performance Security for an amount of equivalent to 10% of the total yearly contract value (one year TCO, including one-time Set-up Costs) in the form of Demand Draft (DD) drawn in favour of "India Trade Promotion Organisation" payable at New Delhi.
- In the event of non-performance of obligation or failure to meet terms of this RFP,

ITPO shall be entitled to invoke the performance guarantee without notice or right of demur to the vendor. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the vendor should be included in the remaining amount of the contract value.

- The project will be deemed complete only when all the solutions and items contracted for by ITPO are delivered in good condition, installed, commissioned, implemented, tested and accepted along with the associated certification, documentation and training provided to ITPO's employees in compliance with the terms of this RFP and as per the requirements of the contract executed between ITPO and the selected bidder and the acceptance criteria defined in this document is met.
- Performance security shall be refunded preferably within 90 days after conclusion of the contractual period.
- Delay in submission of performance security may attract a penalty of Rs. 5,000 for the first week of delay & additional Rs 10,000 for delay exceeding beyond one week limited to a maximum delay of two weeks. ITPO reserves the right to terminate the contract for a delay beyond two weeks and forfeit the Earnest Money Deposit (EMD) deposited by the successful bidder.
- The bid security (EMD) would be returned to the successful bidder after the submission of the Performance Security.

23. PAYMENT TERMS & PERIOD OF CONTRACT

PAYMENT TERMS: - The bidder must accept the payment terms proposed by ITPO. The commercial bid submitted by the bidder must be in conformity with the payment terms proposed by ITPO. Any deviation from the proposed payment terms would not be accepted. ITPO shall have the right to withhold or deduct (in event of SLA breach) any payment due to the selected bidder, in case of delays or defaults on the part of the selected bidder. Such withholding of payment shall not amount to a default on the part of ITPO. If any of the items / activities as mentioned in the price bid is not taken up by ITPO during the course of the assignment, then ITPO will not pay the professional fees quoted by the vendor in the price bid against such activity / item.

One-Time Set-up Fee:-

65% of the Setup Fee costs will be released after go-live sign off from the ITPO. Go Live Sign Off in the form of Acceptance Test should be signed by both ITPO identified Project Manager & vendor representative. 35% of the Setup Fee costs will be released after Go-Live closure signoff from the ITPO. Go Live Closure Sign Off in the form of Final Acceptance Test should be signed by both ITPO identified Project Manager & vendor representative. Operational Issues will be part of Managed Services and not part of Go-Live Sign Off.

Recurring Charges:-

- The payment will be payable quarterly after end of each quarter against production

of original invoice and against receipt of satisfactory report from the ITPO's Project Manager. There shall be no escalation in the prices once the prices are fixed and agreed to by the ITPO and the selected bidder.

- Payment will be released by ITPO as per above payment terms on submission of relevant documents.
- ITPO shall deduct any dues, such as TDS etc. while making payments.
- Payment for the maintenance period shall be released in equal quarterly installments for a particular annual maintenance contract year after completion of the quarter and submission of proper invoice(s) subject to satisfactory services rendered by the vendor. Payments to the vendor will only be released subject to satisfactory fulfillment of the above formalities.

Note: ITPO will process the payment on receipt of the Bills, Statutory Challans etc. and as per procedure and terms & conditions in vogue.

PERIOD OF CONTRACT and Maintenance Period Scope: - The period of contract shall be initially for a period of three (3) years and 1 month including 1 month period of implementation and stabilization of the BAS solution and maintenance period of three (3) years beginning after the aforesaid period of 30 days. The maintenance contract will however be awarded on annual basis subject to rendering of satisfactory services by the successful bidder. The contract shall be further extendable depending on the requirement of ITPO and mutual consent of both the parties viz. ITPO and the successful bidder. During the maintenance period, the selected bidder will be required to provide all necessary support required for smooth working of the BAS solution in cloud-based model on email/ telephonic support/ onsite basis (On-demand). No separate payment shall be made for the required onsite visits. Such costs should be recovered in the AMC charges. Customized reports, if any required during tenure of the contract will have to be provided by the selected bidder without any additional costs to ITPO.

24. LIQUIDATED DAMAGES

Failure to deliver the BAS solution in the stipulated period of Thirty (30) days will result in imposition of penalty of Rs. 10,000 per day of delay for a period of one (1) week and thereafter, Rs 20,000 per day of further delay for another one (1) week. Delay beyond two (2) weeks may attract forfeiture of the Performance Security/ Guarantee and termination of the contract, at the discretion of ITPO.

25. TAXES AND DUTIES

The prices (including all taxes, duties, etc excluding GST) quoted in the bid shall hold good and shall be binding on the bidder, notwithstanding any increase in the prices of materials and labour or in the freights or levy of other charges whatsoever and the bidder shall not be entitled to claim any increase over the rates quoted by him during the period of currency of the contract except taxes and duties as introduced / modified by Govt. from time to time if any within the period from last date of bid

submission to the original completion date of the Contract. Reimbursement of any new tax or variation of existing tax, introduced during last date of bid submission to the original completion date of the Contract shall be paid in actual on submission of documentary evidence.

26. NOTIFICATION OF AWARD & SIGNING OF CONTRACT WITH PURCHASER

The bidder whose bid has been accepted shall be notified of the award by ITPO, by registered letter, fax or by official mail. The bidder shall acknowledge in writing, the receipt of the Letter of Intent or Notification of award of work and shall send his acceptance to enter into the Contract within three (3) days from the receipt of the Letter of Intent/ Notification of work award. Bidder shall also enter into the agreement with ITPO on non-judicial stamp paper of Rs 100/- within 7 days of acceptance of award of work.

27. 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.

28. 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.

29. TERMINATION FOR DEFAULT

The company may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the contractor, terminate this contract in whole with a notice period of Ninety (90) days.

a) If the contractor fails to deliver any or all of the goods and perform services within the time period(s) specified in the contract, or any extension thereof granted by the company.

b) If the contractor fails to perform any obligation(s) under the contract.

c) If the contractor, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the company.

The parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of RFP and subsequent Agreement/Contract for any reason whatsoever would be a slow process over a period of six (6) months, after the completion of the notice period of three (3) months, and only after completion of the selected bidder's obligations under a reverse transition mechanism. During this period of reverse transition, the selected bidder shall continue to provide the deliverables and the services in accordance with this RFP and subsequent Agreement/Contract and shall maintain the agreed service

levels.

The Reverse Transition Services, to be provided by the selected bidder to ITPO shall include the following:

Data Migration: - The selected bidder will assist the company in migration exercise without any cost to the company. Any and all kind of support required by ITPO for migration to the new system at the time of exit/ termination/ contract expiry to be adopted by ITPO shall be provided by the successful bidder.

Knowledge Transfer:-The selected bidder shall provide such necessary information, documentation to the Company or its assignee, for the effective management and maintenance of the deliverables under this RFP. Selected bidder shall provide documentation (in English) in electronic form of all existing procedures, policies and programs required to support the services. Such documentation will be subject to the limitations imposed by selected bidder's Intellectual Property Rights of this RFP and shall include:

- Operational work instructions.
- Listing of all events being monitored and the monitoring frequency.
- Listing of all third (3rd) party vendors those have been directly related to the provision of the Services and that may be the subject of a request by ITPO or the replacement service provider for assignment, cancellation or renovation.

Warranties:-

- All the warranties held by or in the name of the selected bidder shall be assigned or transferred "As Is" in the name of the Company. The selected bidder shall execute any and all such documents as may be necessary in this regard.
- The parties shall return confidential information and will sign-off and acknowledge the return of such confidential information.
- Selected bidder shall provide all other services as may be agreed to by the parties in connection with the reverse transition services. However, in case any other services, in addition to the above are needed, the same shall be scoped and reasonably priced. Reverse transition services shall be charged based on selected bidder's then current time and materials rates.
- The selected bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the selected bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the selected bidder under this tender and subsequent agreement, upon termination or expiration thereof, for any reason whatsoever.

30. GOVERNING LAW

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

31. INDEMNIFICATION

- a) The Bidder/Service Provider shall indemnify ITPO against any claims, damages, loss or penalty including costs thereof in case of liability arising out of any accident/incident involving manpower deployed by him/it.

- b) ITPO will not be responsible for any injury sustained by Bidder/ Service Provider's personnel during the performance of its/their duties and also any damage or compensation due to any dispute between them and it's personnel. Any expenditure incurred by ITPO to handle the situation arising out of the conduct of personnel deployed by the bidder /Service Provider will be made good from Security Deposit/Bills of the bidder /Service Provider.
- c) In case of injury or loss of ITPO staff due to any act or deed of successful bidder's employee or due to an accident, the successful bidder shall arrange to pay ITPO employee or his legal heirs as per existing Govt. rules and regulations. The insurance claim settlement shall be the sole responsibility of the successful bidder. The legal costs will also be borne and paid by the successful bidder.
- d) The bidder shall also indemnify to ITPO for making good any claim/penalty /loss or damages including costs thereof in respect of any breach or violation of any of the provisions of any law including labour laws governing the employee of the bidder. In case of failure to make good above losses / expenses to ITPO, the same shall be deducted from the monthly bills / security deposited / future payments due to the bidder.
- e) The service provider shall indemnify ITPO against third Party claims arising out of equipment malfunctioning/mishandling on the part of personnel provided by the Service Provider. The Service Provider shall also indemnify to reimburse any theft, loss or damage by his personnel to ITPO personnel or property including machinery, equipment or buildings. In case, any such amount is not deposited/paid to ITPO, the same shall be deducted from Security Deposit/Bills/Future payments due to the Service Provider.

32.RESOLUTION OF DISPUTES

The dispute resolution mechanism shall be as follows:

- a) All matters of dispute arising out of this shall be governed by Indian law and subject to court jurisdiction in New Delhi.
- b) In the event of any question, dispute or difference arising under the agreement in connection therewith (except as to matters, the decision to which is specifically provided under this agreement) the same shall be referred to sole arbitration of the CMD, ITPO (hereinafter referred to as the said officer) and if the CMD, ITPO is unable or unwilling to act as such, than to the sole arbitration of some other person appointed by the CMD, ITPO. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory medication or re- enactment thereof of any rules made thereof.
- c) The Arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to

apply to the arbitration proceeding under this clause.

- d) The venue of the arbitration proceeding shall be the office of ITPO or any other suitable venue decided by the Arbitrator.
- e) Upon any and every reference as aforesaid, the assessment of costs and incidental expenses in the proceedings for the award shall be at the discretion of the Arbitrator.

33. AUTHENTICATION OF BID

The original and all copies of the Bid Document shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. 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.

34. VALIDATION OF INTERLINEATIONS IN BID

Any interlineations, erasures, alterations, additions or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature.

35. 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.

36. 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.

37. OPENING OF ITEM RATE BOQ

Item Rate BoQ will be opened and compared at the specified date and time. The name of Bidder, bid prices, total amount of each Bid, etc. shall be announced by the ITPO at the Item Rate BoQ opening. The date, time and venue of opening of Item Rate BoQ will be advised to the technically qualified bidders separately.

38. 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.

39. 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.

40. 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.

41. 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.

42. FORCE MAJEURE

The successful bidder shall not be liable for forfeiture of its Performance Security 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.

**Head of Department
(I.T. Services Department)**

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

TECHNICAL BID

Ref. Tender No. ITPO/ITSD/CB-BAS/2020

Sub: Supply, installation, commissioning and maintenance of cloud-based Fingerprint recognition - based and Iris/ Face recognition - based Biometric Attendance System.

Company Details

Name of the Company: _____

Mailing address: _____

Contact Executive _____

(Name & designation)

Tel: _____ Fax: _____ Mobile: _____

Email: _____ Website: _____

1. Registration Number of the company _____

2. GSTIN. _____ **PAN No.** _____

TAN No. _____

3. Details of EMD:

Transaction Reference ID _____ Date _____

Name of the bank _____ Amount _____

Date: _____

4. Details of Tender Fee

Transaction Reference ID _____ Date _____

Name of the bank _____ Amount _____

Date: _____

(.....)

Name of Authorized Signatory:

Designation:

ANNEXURE-II

**FORMAT FOR APPLICATION & LETTER OF UNDERTAKING REGARDING
ACCEPTANCE OF TERMS & CONDITIONS**

Ref. Tender No. ITPO/ITSD/CB-BAS/2020

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

Sub: Supply, installation, commissioning and maintenance of cloud-based Fingerprint recognition - based and Iris/ Face recognition - based Biometric Attendance System.

Dear Sir,

With reference to **Tender No. ITPO/ITSD/CB-BAS/2020 dated_____ 2020**, 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,

(.....)
Name of Authorized Signatory:
Designation:

ANNEXURE-III

**FORMAT FOR POWER OF ATTORNEY FOR NOMINATING/ APPOINTING –
AUTHORISED SIGNATORY**

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr.

/Ms.....son/daughter/wife ofand presently residing at.....who is presently employed with us and holding the position of

..... as our true and lawful attorney (hereinafter referred to as the “Authorized Signatory or Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for Invitation of online bids for **Supply, installation, commissioning and maintenance of cloud-based Fingerprint recognition - based and Iris/ Face recognition - based Biometric Attendance System** including but not limited to signing and submission of all applications, proposals and other documents and writings, and providing information/ responses to ITPO, representing us in all matters before ITPO, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with ITPO in all matters in connection with or relating to or arising out of our Proposal for the said Tender and/or upon award thereof to us.

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

IN WITNESS WHEREOF WE,THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2020

For

(Signature, name, designation and address)

Witnesses:

1.
Notarized

2.

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of appropriate denomination and should be registered or duly notarized by a notary public.

Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

ANNEXURE-IV

FORMAT FOR POWER OF ATTORNEY FOR THE AUTHORISED SIGNATORY

Ref. Tender No. ITPO/ITSD/CB-BAS/2020

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

Sub: Supply, installation, commissioning and maintenance of cloud-based Fingerprint recognition - based and Iris/ Face recognition - based Biometric Attendance System.

Dear Sir,

With reference to tender no. **ITPO/ITSD/CB-BAS/2020_____2020**, 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 of Authorized Signatory:

Designation:

CERTIFICATE IN SUPPORT OF FINANCIAL TURNOVER

Ref. Tender No. ITPO/ITSD/CB-BAS/2020

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

Sub: Supply, installation, commissioning and maintenance of cloud-based Fingerprint recognition - based and Iris/ Face recognition - based Biometric Attendance System.

Dear Sir,

In response to the tender ref. no. **ITPO/ITSD/CB-BAS/2020** dated ____**2020**, we hereby declare that the details of total turnover during last three years (in Lakh) as follows:

No.	Financial Year	Turnover (Rs. Lakh)
1	2017-18	
2	2018-19	
3	2019-20	
Average Annual Turnover		

()

Thanking You,

Yours faithfully,

Authorized Signatory
Name of the Chartered Accountant _____
Registration no. with seal _____
Contact no. _____

PRICE BID UNDERTAKING

Ref. Tender No. ITPO/ITSD/CB-BAS/2020

From: (Full name and address of the bidder)

Dear Sir/Madam,

1. I submit the Price Bid for _____ and related activities as envisaged in the Bid document.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to work at the rates as indicated in the price Bid, inclusive of all applicable taxes except GST.

Yours faithfully,

(.....)
Name of Authorized Signatory:
Designation:

ANNEXURE-VII

UNDERTAKING APROPOS NOT BEING BARRED/BLACKLISTED

Ref: Tender No. ITPO/ITSD/CB-BAS/2020

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

Sub: Supply, installation, commissioning and maintenance of cloud-based Fingerprint recognition - based and Iris/ Face recognition - based Biometric Attendance System.

Dear Sir,

We hereby undertake that we have not been currently blacklisted by any Central Govt. /State Govt. / Semi Govt. Organization / Autonomous Bodies or PSUs.

Yours faithfully,

(.....)

Name of Authorized Signatory:
Designation:

UNDERTAKING APROPOS INDEMINFYING ITPO

Ref: Tender No. ITPO/ITSD/CB-BAS/2020

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

Sub: Supply, installation, commissioning and maintenance of cloud-based Fingerprint recognition - based and Iris/ Face recognition - based Biometric Attendance System.

Dear Sir,

We hereby indemnify ITPO against any loss, damage that it may sustain or any claim made against it or any proceedings that may be taken out against any claims made by our employees for any loss / damage, payment etc during performance of his duty in ITPO.

Yours faithfully,

(.....)
Name of Authorized Signatory:
Designation:

PROFORMA OF AGREEMENT

This Agreement (which shall include its subsequent Amendment (s), if any), entered on DD/MM/YYYY into by and between M/s India Trade Promotion Organisation (ITPO), a Government of India Company registered under the Companies Act, 1956/2013 having its registered office at Pragati Bhawan, Pragati Maidan, New Delhi-110001 (hereinafter shall be referred to as “the Company”, which expression unless repugnant to its meaning or context thereof, shall include its executors, administrators, successors and permitted assignees) as ONE PART

AND,

M/s_____a firm having its office at (hereinafter shall be referred to as “the Contractor/successful bidder”, which expression unless repugnant to its meaning or context thereof, shall include its executors, administrators, successors and permitted assignees) as OTHER PART. This shall be effective from the DD/MM/YYYY for 3 years and 1 month i.e. upto DD/MM/YYYY and further extendable as per requirement of ITPO and mutual consent of both the parties at the same terms & conditions subject to rendering of satisfactory services by the <<selected bidder>> (**Bidding document no. ITPO/ITSD/CB-BAS/2020**). The Contractor, under this Agreement, shall execute the subject job / provide service(s) in a professional manner as per the detailed scope of work as defined in the bidding document and the Company will pay the Successful bidder for execution of the subject job / service(s) provided as per the agreed payment terms and conditions of the bidding/contract document. The Successful bidder shall also be liable for the Defect Liability Period / Warranty Period, if specifically mentioned in the bidding document, for the job executed/ service provided by him/them. All the terms and conditions of the Detailed Letter of Acceptance and its enclosures including bidding document and if Addendum(s) shall be applicable and binding for this Agreement.

In witness whereof the parties have executed this agreement on dd/mm/yyyy.

Signed and Delivered

For and on behalf of

India Trade Promotion Organisation

Name:

Designation:

Date:

Place:

Signed and Delivered

For and on behalf of

Other Part

Name:

Designation:

Date:

Place:

Witness 1:

India Trade Promotion Organisation

Name:

Designation:

Date:

Place:

Witness 2:

Other Part:

Name:

Designation:

Date:

Place:

ANNEXURE-X

BANK DETAILS of ITPO for EMD/ Tender Fee Submission

Name of the Beneficiary	:	INDIA TRADE PROMOTION ORGANISATION
Name of the Bank	:	CENTRAL BANK OF INDIA
Branch Address	:	PRAGATI MAIDAN, NEW DELHI-110001
Account No.	:	1167404133
Type of Account	:	SAVINGS
IFSC Code	:	CBIN 0284078