INDIA TRADE PROMOTION ORGANISATION

E-TENDER NOTICE

Sub: Online Bids for construction, decoration and allied services including security arrangements, insurance, obtaining necessary permissions from local authorities/enforcement agencies, etc. in connection with India Sourcing Fairs to be held in Chile, Peru and Argentina in March 2017.

1. INTRODUCTION

- 1.1 India Trade Promotion Organization (ITPO) is the nodal agency of the Government of India (GoI) for promoting trade. To meet its objectives, ITPO organizes trade fairs, exhibitions and conventions in India and abroad including specialized trade fairs, India Shows, Buyer-Seller Meets, Market Surveys, etc.
- 1.2 ITPO is organising India Sourcing Fairs in the three South American countries of Chile, Peru and Argentina. The dates of the said exhibitions are as follows:

1. India Sourcing Fair, Chile	March 04-11, 2017
2. India Sourcing Fair, Peru	March 18-26, 2017
3. India Sourcing Fair, Argentina	March 2017

- 1.3 ITPO is inviting online bids through two-bid system from the interested companies/organizations for undertaking Construction, Decoration and Allied services including security arrangements, insurance, obtaining necessary permissions from local authorities/enforcement agencies, etc. for the three exhibitions mentioned at point 1.2 above. <u>Manual bids shall not be accepted</u>.
- 1.4 The tender documents are available on our website <u>www.indiatradefair.com</u> (for reference only) and <u>https://eprocure.gov.in/eprocure/app</u> and the same can be downloaded as per the schedule given in CRITICAL DATE SHEET. However, the documents required such as DDs towards Earnest money (in favour of India Trade Promotion Organisation, payable at New Delhi) should be deposited in Room No. 213, Pragati Bhawan, Pragati Maidan, New Delhi before the close of time/date for submitting the e-tender.
- 1.5 Bidders/Contractors are advised to follow the instructions provided in the -Instructions to the Contractors/Tenderers 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.
- 1.6 Not more than one tender can be submitted by one contactor or contractors having business relationship. Under no circumstances, 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.

- 1.7 Bidders who have downloaded the tender from the ITPOøs web site www.indiatradefair.com 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 the same is found to be tampered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with ITPO.
- 1.8 Intending Bidders are advised to re-visit ITPO website www.indiatradefair.com and CPPP website https://eprocure.gov.in/eprocure/app at least 3 days prior to the closing date of submission of tender for any corrigendum / addendum/ amendment.

Published Date	28.11.2016
Bid Document Download Start Date	28.11.2016
Bid Submission Start Date	4.10 pm on 28.11.2016
Bid Submission End Date	3.30 pm on 12.12.2016
Bid Opening Date	4.00 pm on 12.12.2016

INDICATIVE CRITICAL DATE SHEET

2. SCOPE OF WORK

- 2.1 The construction and decoration of booths/stalls/VIP lounges/meeting rooms/registration desks/store room/information booth/ other allied structures of the dimensions specified for each fair.
- 2.2 The work includes booth construction in Octonorm system (usually 9 sq mtr booth and larger booths in multiple of 3 thereof) of 2.5 mtr height. A design of standard booth size of 9 sq mtrs is being provided at Annexure IX.
- 2.3 The specific details pertaining to each fair are presented in the table below:

Country Particulars	Chile	Peru	Argentina	
Venue	Estacion Mapocho Cultural Centre, Santiago (Chile)	Jockey Convention Centre, Lima (Peru)	Hotel Hilton, Buenos Aires (Argentina)	
Area	5000 sqm	3000 sqm	2000 sq.m.	
Stand/Booth area	900-1200 sqm	900-1000 sqm	600-800 sq.m.	
Stage Area	Approx. 50 sqm	Approx 55 sqm	60 sq.m.	
Theme Area	70-90 sqm	60-90 sqm or Theme Entrance in Octonorm with graphics panel	60 sq.m.	
Lounge	Approx. 45 sqm	About 45 sqm	45 sq.m.	
Pantry	Approx 21 sqm	Yes (equipped with water dispensing, coffee/tea machine,	12 sq.m.	

		small refrigerator etc.)			
Store	50-60 sqm	45-60 sqm	12 sq.m.		
Display Props	As per table below	As per table below	As per table below		
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Note: The exact area and specifications shall be provided at the time of award of work.

2.4 The list of display props to be provided in booths sizes of 9, 12 and 15 sq. mtrs. is given below.

	Display Props - 9 sq.m. Booth		Display Props - 12 sq.m. Booth		Display Props - 15 sq.m. Booth
1.	One Table	1.	One Table	1.	One Table
2.	Two Chairs	2.	Three Chairs	2.	Three Chairs
3.	One Lockable Counter or one long table of 2 mtrs width	3.	One Lockable Counter or one long table of 2 mtrs width	3.	One Lockable Counter or one long table of 2 mtrs width;
4.	Three Shelves	4.	Four Shelves	4.	Five Shelves,
5.	One Garment Rail or One pegboard	5.	One Garment Rail or One pegboard	5.	One Garment Rail or One pegboard
6.	One Electric Socket	6.	One Electric Socket	6.	One Electric Socket
7.	One Dustbin with disposable bags	7.	One Dustbin with disposable bags	7.	One Dustbin with disposable bags
8.	5 Spot Lights of 100 Watt each	8.	6 Spot Lights of 100 Watt each	8.	7 Spot Lights of 100 Watt each
9.	Fascia with Company Name	9.	Fascia with Company Name	9.	Fascia with Company Name
10	. Carpet	10.	. Carpet	10	. Carpet

For booth of size more than 15 sq. mtrs display aids will be increased on a pro-rata basis of 9 sq. mtrs.

- 2.5 Providing office set up for the fair organizing team, meeting rooms, VIP rooms etc. as per the layout plans, which will be provided at later stage.
- 2.6 The selected agency will undertake the C & D activities for the event on a turnkey basis.
- 2.7 Layout plans of the Hall(s) shall be provided at the time of award of work for each exhibition. The construction & decoration work has to be in accordance with the lay-out plans indicating booth sizes, circulation plan and designs provided.
- 2.8 The agency will undertake cleaning of entire space on daily basis and maintain cleanliness throughout the day including removal of garbage bags in dustbins.
- 2.9 The agency will ensure presence of sufficient number of technical manpower (decorators, electrical, civil) available on-site throughout the event for attending to any complaints/contingencies.

- 2.10 Fascia name and booth numbers will be provided by ITPO separately. Each corner booths will have 2 or 3 fascias.
- 2.11 The indicative list of items (tentative) in the stage area is as follows (i) one backdrop banner of 8 mtr x 3 mtr (text/design to be provided by ITPO) (ii) Public Address (PA) system (iii) adequate lighting and (iv) 100 chairs in front of stage (v) two green rooms at the back of stage. The agency will provide electricity to the stage area through a power generator as the venue authorities would provide electricity only for stalls/booths. Also, one LED TV with DVD (54ö) WITH STAND for playing Bollywood movies.
- 2.12 The work also includes construction of a theme area (as per design to be provided by ITPO) with sufficient lighting. The theme area is to be made of octonorm structure (except in the case of ISF, Argentina) and conventional system at height with full carpeting in the theme area. The theme area will basically present photo panels/graphics pertaining to Indian culture, tourism, scientific achievements etc. The soft copies of various photo panels and write ups for the theme area will be provided by ITPO separately. Printing of material of theme pavilion and other photo panels/graphics and fixing/pasting thereof will be undertaken by the agency. Or Agency has to construct Theme Entrance in case of event at Lima (Peru). Decision of ITPO in this regard shall be followed.
- 2.13 In case of India Sourcing Fair, Argentina, the theme area may be built either using Wooden/Maxima systems or octonorm systems. The exact details shall be provided at the time of award of work. The bidding agency is required to quote its rates for both Octonorm as well as Wooden/maxima systems.
- 2.14 The work also includes construction of a Lounge area (as per design to be provided by ITPO) of about 45 sq mtr (tentative) in Octonorm system (fully carpeted) with two sofa sets (one set includes one 3-seater and two one-seater sofa), 10 high quality chairs, 4 centre tables, decorative plants and sufficient lighting.
- 2.15 The material such as wall panels, furniture, display aids etc. to be provided by the agency has to be of a very high quality. Chairs/Tables, counters, display aids etc. provided should gel with the colour scheme and surroundings of the Indian stand. This should be done in consultation with the team of ITPO on fair to fair basis.
- 2.16 It shall be the responsibility of the agency for making all items available as per the layout plans and designs.
- 2.17 The work also includes construction of an office area (including pantry) of about 21 sq mtr (as per design attached) in octonorm system with 5 chairs, two tables, 2 lockable counters, one computer with printer, one tea maker, one coffee maker, one small refrigerator and two electric kettles, electric sockets and sufficient lighting.
- 2.18 The rates shall include assembling, dismantling, transportation, maintenance, cleaning on the day before opening of fair and daily thereafter including waste disposal.
- 2.19 Power supply and main electrical connection will be provided by the venue authorities. It shall be the responsibility of the agency to distribute the electricity across the various areas in the event. The agency must have a specialized

electrician in charge of the electrical installations required by the production. The electrician should also solve any electrical failure that might affect the development of the exhibition. The agency must have one risk prevention specialist in charge of processing the documents who would submit the electric layout plan of the fair to venue authorities one week before the start of tenancy for approval. This document should be signed by an Electric Engineer duly registered with the Superintendancy of Electricity and Fuels OR as per the directive of the venue authority. The electrician of the agency shall submit the credentials given by the Office of the Superintendent of Electricity and Fuels, and shall use personal protection elements. All electric work shall be as per local guidelines.

- 2.20 Regional Ministerial Secretary: The risk prevention specialist of the agency will have to submit the electric layout plan and the power consumption chart duly signed by an electric engineer previously registered with the Superintendancy of Electricity and Fuels. He will also submit the layout plan of provisional structures duly signed by a specialized professional such as a Civil Engineer specialized in structures, or a Civil Construction Engineer, or a Civil Constructor, or an Architect.
- 2.21 The work also includes preparation and installation of banners at the façade of the venue as per the size and specifications provided by ITPO. This particular job includes printing, stretching and mounting of the banners.
- 2.22 The Agency is also required to quote rates for optional and additional items such as furniture other than tables, chairs, counters/display items including podium, shelves, showcases, garment rails, peg boards, tables, chairs etc. for use by ITPO or exhibitors directly. (Pl refer list at Annexure IV)
- 2.23 The agency will have to settle all bills of the venue authority and other vendors, if any, before vacating the venue, in case these services are availed of.
- 2.24 If required, the agency shall provide a bilingual interpreter/manpower to the ITPO team, whose primary responsibility shall be to accompany the fair officer/ITPO official during the visit of VIPs to the fairgrounds; official talks with the venue authorities and other vendors. He/she will also be responsible for maintaining the daily attendance record (morning and evening) of all the local manpower engaged either through this agency or through other agencies. The agency is required to quote the rate on per person/ per day basis. This is an optional service and not to be included in the financial bid.
- 2.25 The agency has to ensure provision of onsite help desk with bilingual staff during construction days and the fair period to assist exhibitors and arrange any last-minute requests, if and wherever required.
- 2.26 Managing the registration counter with local staff/interpreters during fair days by ensuring provision of two computer literate manpower familiar with English and the foreign language concerned for each of the registration desks and to provide one set of computer, printer and card scanner at each of the Registration Desks wherever registration facility is required.
- 2.27 India centric graphics, buntings/flags etc. provided by ITPO to be hanged/placed/displayed at appropriate and prominent places for a creative visual effect. This would be part of the C&D work and no extra payment would be given.

- 2.28 Similarly, small Indian flags on the stand have to be kept at the podiums during the inauguration and at the registration desks, VIP room, ITPO office etc. The Indian flags would be made available by ITPO.
- 2.29 (a) Actual dimensions, photos and details of material to be used shall be given with quotation.

(b) Please indicate the specifications of the spotlights being offered. Spotlights with high luminosity (white light) would be preferred with low electricity consumption. The idea is to get very good luminosity with minimum electricity consumption.

- 2.30 Standby vehicles for urgent requirement of items to be procured for India Pavilion, as and when needed, is included and may be available with agency to avoid the downtime of execution, if necessary. The agency will fulfil all the statutory requirements like Workersø Compensation, Pay Roll Tax, Industrial Relations Act etc of the foreign country in which the trade fair/exhibition is held.
- 2.31 The agency is required to follow work health and safety procedure/system in respect of all personnel engaged by them as per the laws of the country concerned.
- 2.32 The agency shall ensure that all municipal clearances/NOCs/permissions required by various enforcement/other government agencies in the country concerned are obtained to the satisfaction of the fair authority. The India Sourcing Fairs in Chile and Peru are consumer fairs where the exhibitors will sell their exhibits during the event. Therefore, obtaining permissions required for holding such event is the responsibility of the agency.
- 2.33 The construction agency will also provide the service of specialized security during mounting, dismantling, and during the course of the exhibition for the event and will designate a Security officer in charge of the security of the event. The Security Officer shall coordinate actions with the Security Chief of the venue authority. The Security team under the agency will have to process the required permissions and obtain the functioning guidelines from the Police Force (wherever required). A copy of the same is to submitted with venue authorities before the start of the event. ITPO/Embassy of India shall also require a copy of that.
- 2.34 The agency shall ensure the deployment of adequate number of security personnel which is in proportion to the number of visitors inside the fair ground at any point in time, as specified by the local enforcement authorities.

2.35 Civil Responsibility Insurance. The agency will cover the event with adequate insurance against accidents.

- 2.36 Ambulance or paramedical personnel. The agency will arrange for one of these two services in case of emergency.
- 2.37 The selected agency will undertake the Construction/Decoration work for the event on full turnkey basis incorporating all elements including material handling/drayage etc. No additional payments will be made for anything connected with construction/decoration material, flex printing including installation of buntings, flags, fascia, graphics and services related to obtaining permissions/clearances, security,

insurance and local compliances etc. All work need to be incorporated within the price on full turnkey basis for settlement.

2.38 ITPO is planning to arrange free round robin shuttle service with brandings during currency of the event from Jockey Plaza to Jockey Convention Centre throughout the duration of event at Lima (Peru). Accordingly, the agency has to arrange 3-4 number of 20-30 seater bus services during the event. The permission required from the concerned authority shall be obtained by the agency.

2.39 For India Sourcing Fair, Buenos Aires (Argentina) Only:

a. The work also includes preparation and installation of two self-standing gates with pillars of cross-section 1.00×1.00 mtr. With fair branding at the venue. The gates should have a clear span of 6 mtr. width x 3 mtr. Height.

b. Registration counter (24 sq. mtr.)

- a. 400mm W x 1000mm H with shelves on one side
- b. Counter chairs: 02 Nos
- c. Backdrop with name of fair/organiser/India in Hindi and Spanish
- d. Spotlights ó 05 Nos
- e. Dustbin ó 01 Nos
- f. Flower with Pot
- g. Form Filling counters: 04 Nos
- h. Four sets of computers with printer and scanner to facilitate registration
- i. Registration counters fabricated with prefab systems and to be selfilluminated. Managing registration counters with 4 officers and 4 assistants to enter the data in computer to ensure proper record of all the buyers/visitors. This has to be updated/entered on hourly basis on computer and the soft copy of data has to be given to ITPO team on daily basis.
- j. Agency will provide plastic pouches, lanyards and registration badges etc. and design will be provided by ITPO.
- 2.40 The entire work which forms the subject matter of this tender has to be executed by one single agency as mandated by the venue authorities in the countries concerned.

3. ELIGIBILITY CRITERIA

Agencies with following criteria shall be eligible for making the bids:

3.1 Must be a registered legal business entity/service provider in India or the foreign country concerned. Otherwise if registered in a country other than the foreign country concerned, they should have an associate/counterpart in that country, who is registered business entity/service provider in that country. Information on license number/authority number and other documents of information as applicable and copy of certificate/proof etc. must be attached. Scanned copies of TAN/Direct tax/Income tax/Trade Tax/VAT/GST/PAN, etc., and equivalent certificates as applicable may be attached) in the format of technical bid (Annexure II). The Indian company applying must be a legally registered entity in

India. The name of the applicant must be same as per registered documents furnished with Technical bid and must furnish the name and full address and contact details of company/counterpart/associate in the foreign country concerned and also submit the copy of the documentary evidence of acceptance letter for joint venture/partnership which will be duly signed and stamped by the authorized signatory of company/counterpart/associate in the foreign country concerned.

- 3.2 Minimum annual turnover of Indian Rupees Twenty Million (USD Thirty Thousand Only for overseas bidders) for the last 3 years from the business of Construction and decoration of exhibitions. Proof of annual turnover related to Construction and decoration of Pavilions duly certified by the Chartered Accountant or any other empowered authority (legal/Government) must be attached.
- 3.3 A minimum of three yearsø experience in construction and decoration of international events organized outside India and for foreign companies they should have experience preferably of an international event(s) of an international client. List of major events undertaken and clients with whom they have worked in the past must be attached and be included in the technical bid (Annexure II). Further, the company must have executed Construction & Decoration of International Exhibition abroad with a minimum net area of 500.00 sq. mtrs (Five hundred square meters) in single event in the past preferably three items of the work in three years. **The documentary evidence must be attached with the Technical bid**.
- 3.4 Interest free Earnest Money Deposit (EMD) of `2,50,000/- (Rupees Two Lac Fifty Thousand Only) or US\$ 3,750/- (USD Three Thousand Seven Hundred and Fifty Only) by NEFT/RTGS/TT or in the form of a demand draft / bankers cheque drawn in favour of õIndia Trade Promotion Organisationö payable at New Delhi is essential and without EMD, the bid offer will be summarily rejected and the technical bids will not be opened. The EMD of the agency which is awarded the tender shall be retained by ITPO in the form of security deposit, refundable at the time of termination of the contract. It may be noted that at the time of award of work, two percent of the estimated cost of the project shall be obtained from the agency to which the work is being awarded as security deposit. This amount includes the EMD of Rs. 2,50,000/obtained at the time of tender.
- 3.5 A self-attested/signed/stamped scanned copy of the certificate/proof of the various documents (S. No. 3.1 to 3.4) to establish the facts, must be attached, failing which the bid offer will be summarily rejected and the financial bids will not be opened.

4. GENERAL TERMS & CONDITIONS

- 4.1 Prices quoted will be inclusive of all taxes (if applicable).
- 4.2 Only on-line bids received as per tender documents will be considered. Tenders received through other modes like Fax/physical format shall not be eligible for consideration. The tenders received after due time and date shall not be considered.
- 4.3 In the event that more than one bidder submits equal bids, ITPOøs decision will be final and binding.

- 4.4 The bidder should not have been black-listed by any Govt. agency of India / foreign country concerned. In all such cases, the tender would be rejected and their earnest money so deposited would be forfeited.
- 4.5 Earnest Money is to be paid by NEFT/RTGS or Bankersø Cheque/Demand Draft of a scheduled bank issued in favour of **'India Trade Promotion Organisation', payable at New Delhi, India**. The proof of same must be attached with Technical bids. The banking details of ITPO are as follows:

For Indian Bidders

Name of the Beneficiary	:	India Trade Promotion Organisation
Name of the Bank	:	Central Bank of India
Branch Address	:	Pragati Maidan, New Delhi
Account No.	:	1167404133
Type of Account	:	Saving
RTGS Code	:	CBIN 0284078
MICR CODE	:	110016150
PAN NO.	:	AAATI2955C

For Overseas bidders

Name of the Beneficiary	:	India Trade Promotion Organisation
Name of the Bank	:	Citibank
Branch Address	:	Jeevan Bharti Building, 4 th Floor, 124, Connaught Place, New Delhi -110001
Account No.	:	0002157012
SWIFT Code	:	CITI INBX

- 4.6 The competent authority on behalf of CMD reserves the right to reject any or all the tenders received without assigning any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition, including that of conditional rebate, is put forth by the bidder shall be summarily rejected.
- 4.7 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be rejected.

- 4.8 The competent authority on behalf of CMD reserves to himself the right of accepting the whole or any part of the tender and the bidder shall be bound to perform the same at the rate quoted.
- 4.9 The tender shall remain open for acceptance for a period of 15 days from the date of opening of tenders. If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to ITPO. ITPO shall, without prejudice to any other right or remedy, be at liberty to forfeit full earnest money as aforesaid. Further the bidder shall not be allowed to participate in the re-tendering process of the work.

4.10 This bid document inviting bids shall form part of the contract document. The bidder has to sign each page as acceptance of this and enclose the same in the financial bid.

- 4.11 On acceptance of the tender, the name of the authorized representative(s) of the contractor/agency who would be responsible for taking instructions from the team leader/member shall be communicated in writing.
- 4.12 ITPO will not entertain any claim whatsoever in respect of the taxes (if applicable), if paid additionally by the selected agency. The bidding agency should, therefore, keep adequate provision for tax components (if any) in its bid price.
- 4.13 The agency/contractor shall comply with various local laws in the foreign country concerned and of the venue authority as may be applicable. The contractor shall comply with the provisions of all applicable local labour laws, minimum wages act and all other similar rules/bylaws etc. The submission of the bid means that the bidder indemnifies ITPO on any claim whatsoever in this regard. They are specifically requested to view various terms on the website of the exhibition/trade fair concerned.
- 4.14 : Workø means work including execution of work, supply of materials, services and equipment etc. including dismantling.
- 4.15 Any observation of Embassy/CGI will be taken into account during the construction and decoration

5. SPECIFIC TERMS & CONDITIONS

- 5.1 The approved bidder will work under the directions and guidance of ITPO. It shall be the sole responsibility of the Agency to ensure that all activities undertaken by it for ITPO are in accordance with the laws of the land where the fair/exhibition is being held.
- 5.2 Rates by Indian companies should be quoted in Indian Rupees and by overseas companies in foreign currency concerned only, which should be inclusive of all taxes (if applicable), etc. Rates for services not included in the format may also be indicated, if required. Payment shall be made in INR to Indian companies and relevant foreign currency to the overseas companies.

- 5.3 Interested eligible agency may submit its bids as per Annexure 1,2,3,4,5,6,7 & 8 with supporting documents including earnest money (EMD) of `2,50,000/- (Rupees Two Lac Fifty Thousand Only) or US\$ 3,750/- (US Dollars Three Thousand Seven Hundred and Fifty Only) for overseas bidders in the form of a demand draft drawn in favour of õIndia Trade Promotion Organisationö payable at New Delhi. The EMD will be refunded to the un-successful bidder(s) after the selection of the vendor/agency. The EMD will be refunded to the successful bidder only after completion of the project satisfactorily. Misrepresentation of facts/withdrawals of bids will lead to forfeiture of EMD. (Please see clause 8.1 under the head Submission of Bids).
- 5.4 The agency will submit the bills along with documentary proof in original for the job relating to construction, decoration and allied services for releasing the payment.
- 5.5 All materials relating to design for printing of graphics etc. has to be got approved by ITPO team before use, wherever possible and applicable.
- 5.6 Agency will ensure that the manpower engaged for Event/jobs should be in line with the local laws. Further, submission of the bid implies that the Agency indemnifies ITPO against any claim whatsoever.
- 5.7 The Agency is required to do numbering and sign each page of the bid document as well as other scanned documents by the authorized signatory. Authorization letter is to be enclosed.
- 5.8 Validity of the bid should be at least for a period of one month from the last day of the submission of the bid.
- 5.9 ITPO requires that bidders under this contract to observe the highest standards of ethics during the period of agreement. Submission of this bid implies that the bidder is free from any vigilance/departmental inquiry of any government. The bidders have to bear the cost associated with the preparation and submission of bid documents at ITPO, New Delhi.
- 5.10 ITPO will reject a proposal for award of work if it is determined that the Applicant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 5.11 ITPO will declare an Applicant/Bidder ineligible, either indefinitely or for a stated period of time. After award of contract/contracts, if at any time, if it is determined that the Applicant/Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- 5.12 Agency will indemnify ITPO against any claims, loss, suit, liability or judgment suffered or likely to be suffered on whatsoever account.
- 5.13 ITPO reserves the right to:
 - Make changes in the Construction & Decoration plan/Scope of work.
 - Extend the deadline for the submission of applications/bid documents at its discretion.

- Accept or reject any proposal at any time prior to award of contract/order, without assigning any reasons and without any liability on ITPO.
- Suspend the panel, cancel the contract with the selected party(s) in part or in whole at any time if in the opinion of the ITPO it is necessary or expedient in the public interest. The decision of the ITPO shall be final and binding in this regard. ITPO shall also not be responsible for any damage or loss caused or arisen out of aforesaid action.
- Modify terms and conditions of the contract which shall be granted to the successful bidder after the bidding process, if in the opinion of the ITPO, it is necessary or expedient to do so in public interest or for proper implementation of the project. The decision of ITPO shall be final and binding in this regard.
- 5.14 For interpretation of any clause of this document, the decision of ITPO would be final and binding on the bidder.
- 5.15 Upon conclusion of each event, the agency shall submit the bill along with supporting documents, photographs etc. Besides the bill, a certificate on the companyøs letterhead duly signed by the authorized signatory as per the specimen language enclosed (Please refer list of Annexure VII enclosed) is also to be submitted.
- 5.16 The submission of the bid means/implies that the agency submitting the bid is agreeing to provide the following management services:
 - Provision of alternate designs/colour variations for all areas of venue and signage for selection by ITPO.
 - Bilingual (English/Hindi, Foreign language concerned) management staff must be available to handle enquiries from both ITPO and exhibitors.
 - Submission of all necessary documentation and application forms to concerned authorities for use of venue and approval of plans etc.
 - The agency shall maintain a functional site office/help desk at the venue from the first day of the start of construction/mounting till the end of the fair for which space will be provided by ITPO/venue authority.

6. CONDITIONS OF CONTRACT

- 6.1 The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the CMD and the Contactor, together with the documents referred to therein including the conditions, the specifications, designs, drawings and instructions issued from time to time by the concerned Fair Officer and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- 6.2 The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- 6.3 The bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his bid for the works and of the rates and prices quoted in

the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all the obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works as the case may be (Sufficiency of Tender).

6.4 All documents forming the Contract are to be taken as mutually explanatory of one another.

7. SUBMISSION OF BIDS

7.1 (a) On-line Bids shall be submitted by the bidder with supporting documents in the following manner:

(b) All the documents submitted in the bid, should be in English only, so that evaluation committee can understand easily.

Technical Bid

(i) Proof of payment of Interest free Earnest Money Deposit (EMD) amount of 2,50,000/- (Rupees Two Lac Fifty Thousand Only) or US\$ 3,750/- (USD Three Thousand Seven Hundred and Fifty Only) through RTGS/NEFT/TT or Demand Draft / Bankers Cheque in favour of India Trade Promotion Organisation payable at New Delhi. The technical bids (Annexure I) will be opened first. <u>Without EMD</u>, the Technical & Financial bids will not be opened and summarily rejected.

(ii) (Annexure-II duly filled in with supporting documents as per Clause No. 3.1, 3.2, 3.3 & 3.4. It should be marked as õTechnical Bid for construction, decoration and allied services including security arrangements, insurance, obtaining necessary permissions from local authorities/enforcement agencies, etc. in connection with India Sourcing Fairs to be held in Chile, Peru and Argentina in March 2017.

<u>Financial Bid</u>

(iv) It should contain Annexure – III (Financial Bid) and Annexure IV duly filled. It should be marked as "Financial Bid for construction, decoration and allied services including security arrangements, insurance, obtaining necessary permissions from local authorities/enforcement agencies, etc. in connection with India Sourcing Fairs to be held in Chile, Peru and Argentina in March 2017".

<u>The name of the bidder should be clearly written with full address, Tel. nos., E-mail.</u>

7.2 The evaluation of bids will be made in two stages 6 (i) Earnest Money Deposit with Technical papers and (ii) Financial bids.

b) Financial bids of only those firms will be considered for opening who have fulfilled the technical requirement/evaluation. **Financial bids will be evaluated country-wise.**

c) After opening of financial bids, financial evaluation will be made & financial ranking statement will be prepared and the selection of the vendor/agency will be done on the basis of L1 (lowest) criteria for each country.

d) The details of the financial bid as provided (Pl refer list of Annexure enclosed) are for reference purpose only and not for comparison/evaluation of each item of the bid. These are being asked so that in case of any reduction in scope of work/shortfall(s) in deliverance, adequate deductions can be made for those particular shortfalls/reductions while making the final payment. All the bidders must provide this information of unit rate etc., specifically for each item in the scope of work.

e) The unit rates being quoted for each individual item of furniture/display aids shall be considered final. The agency will not be permitted to charge more than that price for any of the items from any exhibitor at any stage. For making prior bookings the discount can however be given. The prices must be quoted inclusive of all taxes (services tax/consumption tax, etc., **if applicable**) so that ITPO can inform the exhibitors at which rate the extra display aids/item shall be available.

Bids received after the deadline of submission of application will not be considered under any circumstances.

7.3 Conditional bids shall not be considered. This may please be noted.

- 7.4 The draft of Earnest Money Deposit (EMD) has to be physical and encashable instrument. No guarantees or other bank authority letter shall be accepted. **The EMD is interest free.**
- 7.5 Bids received through email/fax shall not be considered.
- 7.6 No modification or substitution of the submitted application/bid shall be allowed. An applicant/bidder may withdraw his application after submission, provided that written notice of the withdrawal is received by ITPO before the due date. In case an applicant/bidder wants to resubmit his application/bid, he shall submit a fresh application/bid following all the applicable terms & conditions by the stipulated date.
- 7.7 Any document received after the closing date and time shall not be accepted.
- 7.8 Bidders are requested to refrain from any communication after submission of bid till the opening of the financial bid excepting at the time of opening of the technical bid by the ITPO committee.

8. FORCE-MAJEURE

If at any time, during the continuance of this contract, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the contractor), fire, floods, natural

calamities for any act of GOD (hereinafter referred to as EVENT), provided notice of happenings of any such EVENT is given by the affected party to the other, within 15 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance provided the contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist. The decision of the CMD, ITPO as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days either party may, at his option terminate the contract.

9. ARBITRATION

Both the party shall make all effort to resolve any dispute by way of conciliation. 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) remains unresolved; the same shall be referred to the CMD, ITPO for appointment of sole arbitrator. The provisions of Indian Arbitration & Conciliation Act 1996, as amended from time to time shall apply on both the parties.

The venue of the arbitration proceeding shall be the office of ITPO or such other place as the CMD, ITPO may decide. 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 sole arbitrator. All matters of dispute arising out of this shall be governed by Indian law and subject to Court jurisdiction in New Delhi.

10. CONTRACTOR TO INDEMNIFY ITPO AGAINST PATENT RIGHTS

The contractor shall fully indemnify and keep indemnified the ITPO against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against ITPO in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the ITPO if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Officer-in-Charge in this behalf.

11. SAFETY CODE

Suitable safety should be provided for workmen for all works to prevent any mishap to workers at place of work including Fire Safety, Security, etc. In case, if happened, contractor is responsible for all damages.

12. TERMS OF PAYMENT:

Payment to the successful bidder will be made as per following schedule:

- Advance up to 25% of the approved bids amount to be paid before undertaking the job subject to submission of acceptable bank guarantee as per the enclosed format (Annexure V) in favour of India Trade Promotion Organisation for the similar amount. Bank Guarantee shall be released after the successful completion of the contract period on the satisfactory performance. (Please note, if the agency does not want advance, then there is no need to give this Bank Guarantee).
- Balance amount, as shall be payable, would be released on completion of the event and satisfactory report of the officer/ITPO team deputed for the event subject to submission of soft and hard copies of evidences of all deliverables and report etc. as envisaged.
- Performance assessment (quantifiable and measurable deliverables). The performance of the agency shall be evaluated on the various deliverables mentioned herein based on the evidences provided. Besides giving evidences as mentioned here above in case of measurable deliverables, attendance sheet of manpower needs to be provided. Allocation of work to the decorators is also to be provided.
- PERFORMANCE ASSURANCE: If performance of the agency is not found up to the mark or is less in any of the deliverances/the measurable outputs/agreed deliverables or otherwise less than envisaged as per the scope of work mentioned herein, then ITPO may deduct up to 10% of the total bid value as performance assurance at the time of making final payment. The deduction will be over and above the unit rate deduction for those particular shortfalls/reduction in the scope of work while awarding the work contract, as per the unit rate given by the agency in Annexure III (A & B) and IV.

Annexure- I

INDIA TRADE PROMOTION ORGANISATION FAIR SERVICES – I DIVISION

Details of Earnest Money Deposit (Online Bids for construction, decoration and allied services including security arrangements, insurance, obtaining necessary permissions from local authorities/enforcement agencies, etc. in connection with India Sourcing Fairs to be held in Chile, Peru and Argentina in March 2017)

Sl. No.	Title	Details
1.	Name and address of the company	
EMD		
	Details of interest free Earnest	Amount :
2.	Money Deposit (EMD). The demand draft of Earnest Money Deposit (EMD) has to be physical and encashable. No guarantees or other bank authority letter shall be	TT/NEFT/RTGS Details/Demand Draft No. :
	accepted.	Date :
	(Please refer clause 3.4 of Eligibility Criteria)	Bank Name :

DATE :

SIGNATURE OF AUTHORISED EPRESENTATIVE

Place :

NAME

COMPANY SEAL

(Please attach Authorization letter for signatory)

INDIA TRADE PROMOTION ORGANISATION FAIR SERVICES – I DIVISION

<u>Technical Bids for Online Bids for construction, decoration and allied services including</u> <u>security arrangements, insurance, obtaining necessary permissions from local</u> <u>authorities/enforcement agencies, etc. in connection with India Sourcing Fairs to be held</u> <u>in Chile, Peru and Argentina in March 2017</u>

S No	Title		Details				
Eligi	Eligibility Criteria						
1.	Information no., license No./authority no. and other documents of information as applicable and copy of certificate/proof etc. must be attached. (Photocopies of TAN/Direct tax/Income tax/Trade Tax/VAT/GST/PAN, etc., as applicable, may be attached)						
	PS: The name of the Bidder should be same as per registration certificate / PAN card and must be a legal registered entity in India	VAT Numb					
2.	Annual Turnover (last three financial years)	Year I	Year II	Year III			
	(Please attach certificate from Chartered Accountant and other documentary evidences to	(2013-14)	(2014-15)	(2015-16)			
	establish the turnover) Please refer clause 3.2 of Eligibility Criteria						
3	Details of Past Experience of Construction and Decoration of exhibition Please refer clause 3.3 of Eligibility Criteria						
	Please mention the name of the event for which the Construction and Decoration work was carried out for one single overseas event with minimum area of 500 m^2 in the previous three financial years.						
	(Please attach list of three Projects/Clients/ Job orders with area/documentary evidences etc.) done in last three years						
Tech	nical Criteria	1					
4.	Please provide 3D images/presentation of India pavilion (hard copy) clearly showing the complete projection of INDIA pavilion from different angles. It must also show the complete 3D look of standard booth of 9 sq. mtrs. with complete display aids and furniture. The presentation should also show theme pavilion, stage area, graphics, buntings, information desk, inaugural arrangements, installation, hangings, etc. in detail.						

Con	ipany Profile
5.	Name of the Company as per registration certificate & PAN Card/VAT copy attached with tender
6.	Address
7.	Telephone
8.	Fax
9.	E-mail
10.	Name of CEO & Title
11.	Name of the nodal contact person with designation, e-mail id and telephone No.
10	Local contact in India, if any
12.	Bankers details with A/c No.
13	Year of Establishment
14. 15.	No. of employees List of enclosures attached
15. 16.	
10.	Any other additional information, which you like to give
17.	 (A) Details of company/Associate/Counterpart in the foreign country concerned Attach a duly self certified signed and stamped copy of the letter of cooperation of counterpart in the foreign country concerned. Name & designation of Associate/ counterpart in
	the foreign country concerned. Name : Designation: E-mail: Telephone No. Mobile:

It is certified that all the above information is correct and valid on the date of submission of tender. We have numbered all the pages in this envelope. The name of the Bidder is same as mentioned in the registration certificate & PAN card and is a registered legal entity in India. All the information furnished above is true & correct. The total number of pages including those of enclosures areí í í í í í í í í í í í ...

DATE :	SIGNATURE OF AUTHORISED REPRESENTATIVE
Place :	NAME
	COMPANY SEAL
	(Please attach Authorization letter, if required)

<u>Note:</u> 1) Please number and sign each page of this tender document and enclose it in this envelope of Annexure II.

(2) Each document as shall be enclosed has to be signed/stamped.

(On company's letterhead)

Financial Bid for construction, decoration and allied services including security arrangements, insurance, obtaining necessary permissions from local authorities/enforcement agencies, etc. in connection with India Sourcing Fairs to be held in Chile, Peru and Argentina in March 2017

Name of the Agency	
Contact details of the Agency	
Name & Contact Details of Chilean, Peruvian, Argentinean Counterparts (For Indian companies)	

			Chile	Peru	Argentina
S. No.	Description of Work	Remarks	Per sq. mtr. rate (in US\$) (Including	Per sq. mtr. rate (in US\$) (Including All	Per sq. mtr. rate (in US\$) (Including All Taxes, if
			All Taxes, if any)	Taxes, if any)	any)
1.	Stand/Booth construction as per standard booth of 9 sq mtr as per details given at 2.5 of scope of work(The work will be done on actual booth area and payment be made accordingly)	Rate to be quoted on per sq.mtr. basis for fully constructed booth including display aids as mentioned at Para 2.4)	US\$	US\$	US\$
2.	Carpeting in the passage area (to be done only if ordered)	Rate to be quoted on per sq. mtr. basis	US\$	US\$	US\$

Annexure-III

3.	Construction of Stage Area with provision of power generator and other details as given at 2.11 of scope of work	Quote for entire work to be done as per 2.11 of Scope of Work	US\$	US\$	US\$
4.	Construction/Decoration and arrangements of Theme Area	Consolidated amount for Para 2.12, 2.13, of Scope of Work	US\$	US\$	Construction Using Octonorm SystemConstruction Using Wooden and Maxima SystemsUS\$US\$
5.	Construction/Decoration and arrangements of Lounge, Office/Pantry, Store	As per para2.14 and 2.17 of Scope of Work	US\$	US\$	US\$
6.	Printing, stretching and mounting of the banners at Façade.	Rate to be quoted on per Sq. Ft. basis	US\$	US\$	US\$
7.	Provision of adequate security service, Obtaining necessary municipality/local permissions/clearances to conduct the event, Insurance, Coordination with venue authorities for compliance, such as deployment of Risk Prevention Specialist, etc as per details given in scope of work and Terms & Conditions	As per para 2.19, 2.20, 2.24, 2.25, 2.26, 2.27, 2.30, 2.31, 2.32, 2.33, 2.34, 2.35, 2.36 and 2.40 of Scope of Work	US\$	US\$	US\$
8.	Preparation and installation of two self-standing gates with pillars of cross-section 1.00 x 1.00 mtr. With fair branding at the venue (Only for Buenos Aires, Argentina)	As per para 2.39 (a) of scope of work	Not Applicable	Not Applicable	US\$

9.	Registration counter (24 sq.mtr.) [For ISF, Buenos Aires, Argentina Only]	As per para 2.39 (b) of scope of work	Not Applicable	Not Applicable	US\$
10.	Shuttle services (Round Robin) from Jockey Plaza to Jockey Convention Centre (For Lima, Peru only) (Not for comparison of Financial BID, but quotation required)	Per Bus, as per para 2.38 of scope of work	Not Applicable	US\$	Not Applicable
11.	Bilingual manpower (Not for comparison of Financial BID, but quotation required)	Per person per day	US\$	US\$	US\$

- We hereby confirm that the rates quoted by us are inclusive of all the costs for the work mentioned in scope of work.
- We confirm that rate quoted by us for at S. No. 1 and 2 above is on per sq. mtr. basis and would be charged on the actual net area.
- We undertake to abide by all the rules of the venue/fair authorities and other authorities of the respective countries of Chile, Peru and Argentina.
- We confirm that we will undertake the Construction/Decoration work for the events on full turnkey basis incorporating all elements including material handling/drayage, construction/decoration material, flex printing including installation of banners, flags, fascia, graphics and services related to obtaining permissions/clearances, security, insurance and local compliances etc. No additional bill will be raised for except for the rates quoted above.
- We agree to the terms/conditions and scope of work as mentioned in the tender document.

Date: Place:

Authorized Signature

Nameíííííííííííííí Designationííííííííííí.

Company Seal

Annexure IV

INDIA TRDE PROMOTION ORGANIZATION

FAIR SERVICES – I Division

<u>Per Unit Rate /Break-up of the Optional Display Aids on payment basis,</u> <u>NOT to be included in the financial bid</u>

Please Note: In case of shortfalls either because of reduced scope of work by ITPO or for other genuine reasons the deduction will be made as per these unit rates.

Item No	Item Size/Specs	Photograph of the item	Unit Price including (in USD)
1.	Table (Round)		
2.	Chairs (Not folding chairs)		
3.	Spotlights (60W White FL spotlight)		
4.	Power Socket (100V)		
5.	Carpet in stand/passage area		
6.	Dustbin with plastic bag		
7.	Prefab Wall (without panel) for stretching textile panels per sqm		
8.	Round Table R600x650H		
9.	Wall Panel (Hard Type) 990 x 2700H		
10.	Wall Panel (Soft Type 16mm) 990 x 2700H		
11.	Info Counter 900 x 450 x 930H		
12.	Display Counter 1000 x 500 x 750H		
13.	Display Counter 1000 x 500 x 750H		
13.	Cabinet with Sliding Door 1000 x 750H		
14.	Cabinet with Sliding Door 1000 x 500 x 750H Cabinet with Sliding Door 1000 x 500 x 900H		
15.	Flat Shelf 985x300		
10.	Slant Shelf 985x300		
18.	Mesh Panel 900 x 1800H		
19.	Mesh Panel Hook L100		
20.	Mesh Panel Hook L200		
21.	Curtain Rail L1000		
22.	Curtain Rail L2000		
23.	Rectangular Table 1500 x 600 x 700H		
24.	Folding Chair		
25.	Square Table 450 x 450 x 650H		
26.	Standard Hanger		
27.	Name card Receiver		
28.	Catalogue Rack A4 Size		
29.	Standard LED spotlight Equivalent: Halogen 100W		
30.	LED Spotlight 50W Equivalent Mercury 300W		
31.	HID Floodlight 150W (White Light)		
32.	LED Spotlight 95W Equivalent:500W		
33.	FL Lamp 40W(White Light)		
34.	Power Outlet 100V/5A		
35.	Adapter		

36.	Display Counter (2steps)		
37.	Chain & Hook (2pcs/set)		
38.	Velcro tape 4 pc/set		
39.	Rubbish Bin SE-402		
40.	Meeting Set SC-804 x3, R600x650x1		
41.	System Frame(3m)		
42.	LED Spotlight 20W white		
43.	Hook hanger (For Carpets)		
44.	Plant (Large)		
45.	Plant (Medium)		
46.	Plant (Small)		
47.	Flower pot		
48.	Refrigerator 165 ltr.		
49.	Glass door		
50.	Sofa Single-Seater		
51.	Sofa Two-Seater		
52.	Sofa Three-Seater		
53.	Table central		
54.	Bunting/Graphic per sqm.		
55.	Self-Standing Rack		
56.	Carpet Handing Hook		
57.	TV (LCD / LED) for total duration with DVD stand & frame		
58.	Hostess minimum 8 hrs working per day rate, Extra hrs @ INR		
00.	í í í í . Per hrs)		
59.	Single Hangar rail		
	W1010xD410xH1050X 1750		
60.	Double Hangar rail W 1010xD410XH (Adjustable)		
61.	Clip Hangar		
62.	Wood Hangar		
63.	Mini Refrigerator		
64.	Coffee Table		
65.	Catalogue Display Stand		
66.	Cabinet with Sliding Door		
67.	Door Panel with Lock		
68.	Interpreter ó Per Person		
69.	Computer and Printer Set		
70.	Lockable counter		
71.	Podium		
72.	Window dresser/decorator (one day) Per Person		
73.	Mannequin Male Adult		
74.	Mannequin Female Adult		
75.	Mannequin Male Child	1	
76.	Mannequin Female Child	1	
77.	Pegboard 900 x 1800H		
78.	Pegboard Hook L50		
79.	Pegboard Hook L100		
80.	Glass Shelf 870x330		
81.	High Showcase 520x520x1870H		
82.	Low Showcase 1020x520x1050H		
83.	Stacking Chair		

<u>Note:</u> The unit rate quoted here shall be inclusive of all taxes (if applicable). The exhibitors have to be provided these items at the above rates. No extra rate/taxes can be

charged. The agency, however, for taking the prior/advance bookings can offer discount to the exhibitors to get their demand in advance for better planning. The agency is bound to charge the rates for advance orders and on- site orders as per above table.

(Signature) Name & Designation

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(To be given only if the agency wants to avail of advance of 25% amount of the bid. This can be given subsequently after the award of work/contract)

То

Senior Manager Fair Services ó I Division India Trade Promotion Organisation, Pragati Bhawan, Pragati Maidan, <u>New Delhi - 110001</u>

In consideration of the President of India acting through the India Trade Promotion Organisation (hereinafter referred to as 'the ITPO') having agreed to grant a licensee to carrying out the work of Online Bids for construction, decoration and allied services including security arrangements, insurance, obtaining necessary permissions from local authorities/enforcement agencies, etc. in connection with India Sourcing Fairs to be held in Chile, Peru and Argentina in March 2017 on the terms and conditions contained in the said Bid Document, which, inter-alia, provides for production of a Bank Guarantee to the í í í í í í í í í í í í í í í í í extent of INR for the due observance and performance of the terms and conditions of the said license weí í í í í í í í ..(indicate the name and address and other particulars of the bank) (hereinafter referred to as 'the Bank') at the request of the LICENSEE hereby irrevocably and unconditionally guarantee to the ITPO that the Licensee shall render all necessary and efficient services which may be require to be rendered by the LICENSEE in connection with and /or for performance of the said LICENSEE and further guarantees that the service which shall be provided by the LICENSEE under the said Bid Document, shall be actually performed in accordance with terms and conditions of the Bid Document to the satisfaction of the ITPO.

4. We, the bank hereby also undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the ITPO stating that the amount claimed is due by way of loss or damage caused or would be caused to or suffered by the

ITPO by reason of breach by the said LICENSEE of any of the terms or conditions contained in the said Bid Document or by reason of the LICENCEE's failure to perform any of its obligations under the said License.

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

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

(a) the Guarantee herein contained shall remain in full force and effect for a period of three years from the date hereof and that if shall continue to be enforceable till all the dues of the Authority/ITPO and by virtue of the said License have been fully paid and its claims satisfied or discharged or till ITPO satisfies that the terms and conditions of the said license have been fully and properly carried out by the said LICENSEE and accordingly discharged this guarantee.

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

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

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

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

Dateí í í í í í í í í í í í í í í í for _____ (name of the bank)

(On companyøs letterhead)

Construction, decoration and allied services including security arrangements, insurance, obtaining necessary permissions from local authorities/enforcement agencies, etc. in connection with India Sourcing Fairs to be held in Chile, Peru and Argentina in March 2017

I/We have read and understood the notice inviting tender, specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified to the CMD, ITPO within the time specified, schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in General Terms & Conditions and Conditions of contract and with such materials as are provided and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open till ______ from the due date of its opening and not to make any modifications in its terms and conditions.

Further, I/We agree that in case of forfeiture of earnest money as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated

Signature of Contractor Postal Address:

Witness: Address: Occupation:

Annexure VII

(On companyøs letterhead)

Datedí í í í

The Manager Fair Services ó I Divison India Trade Promotion Organisation, New Delhi-110001

Sub: Certificate of Authenticity/Genuineness

(To be given along with the final report/bill while submitting hard evidences of deliverables)

Dear Sir,

We are pleased to enclose herewith our bill/invoice No. i i i i i i . datedi i i i i i i i for an amount of Indian Rupees i i i i i i i i i as per the job order received vide letter/e-mail datedi i i i i i i ... from ITPO on the acceptance of our offer vide tender bid datedi i i i

This is to certify that all the enclosures being given herewith as documentary evidence in the hard copy version/soft version are correct to the best of our knowledge/belief. All the information provided in the CD/Pen drive is also correct and reflects the legitimate work performed by us.

The payment to the manpower engaged for carrying out the work or any other payment due for the services rendered by any agencies, under this contract/arrangement has been paid their necessary remunerations as per our arrangement with them. Their particulars, names, addresses, telephone numbers etc. along with their attendance record and details of the work performed, are also enclosed. We indemnify ITPO for any claim whatsoever from any of the person engaged by us for executing the contract/work order.

Thanking you,

Yours sincerely,

Date:

Place: Authorized Signatory Online Bids for construction, decoration and allied services including security arrangements, insurance, obtaining necessary permissions from local authorities/enforcement agencies, etc. in connection with India Sourcing Fairs to be held in Chile, Peru and Argentina in March 2017

<u>Check list:</u>

- Earnest Money Deposit (EMD) of `2,50,000/- (Rupees Two Lac Fifty Thousand Only) or US\$ 3,750/- (USD Three Thousand Seven Hundred and Fifty Only) through RTGS/NEFT or by demand draft drawn in favour of India Trade Promotion Organisation payable at New Delhi.
- 2. Documentary evidence of having attached scanned copies of Information no. license No/authority no. and other documents of information as applicable and copy of certificate/proof etc. The original letter/certificate from the Foreign Associates/counterpart.
- 3. Acceptable documentary evidence of annual turnover US \$ One Million or Indian Rupees Seventy Million for the last 3 years from the business of construction & decoration in national/international exhibitions/events with certificate from auditor or any other empowered authority (legal/government) must be attached.
- 4. Documentary evidence towards minimum of 3 (Three) yearsø experience. The company must have executed Construction & Decoration of International or Indian Exhibition abroad for minimum area of 500.00 sq.m. in single event in the past. The documentary evidence must be attached with the Technical bid.
- 5. Duly filled-in form of bid documents ó All Annexure, duly filled
- 6. The Agency is required to do numbering and sign each page of the bid document as well as other enclosures by the authorized signatory. Authorization letter is to be enclosed.
- 7. Submission of bid:

Proof of payment of Earnest Money Deposit (EMD) amount `2,50,000/- (Rupees Two Lac Fifty Thousand Only) or US\$ 3,750/- (USD Three Thousand Seven Hundred and Fifty Only) through RTGS/NEFT or demand draft in favour of India Trade Promotion Organisation payable at New Delhi.

Technical Bid (**Annexure-II**) duly filled-in with supporting documents. Financial Bid containing **Annexure – III** (Financial Bid) duly filled-in.

The name of the bidder should be clearly written with full address, Tel. nos., E-mail.

Bid schedule:

Last date of submission of Bids: 3:30 PM on 12.12.2016 Date of opening of Technical Bids: 04:00 PM on 12.12.2016

Note:

- A. The above check list is for your reference and guidance only. Please go through the complete tender document for confirmation.
- **B.** All the documents submitted in the bid, should be in English so that evaluation committee can understand easily.

Annexure: IX

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: <u>https://eprocure.gov.in/eprocure/app</u>.

REGISTRATION

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <u>https://eprocure.gov.in/eprocure/app</u>) by clicking on the link õ**Online Bidder Enrollment**ö 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 as 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

- 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 Tendersø 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 õMy Spaceö or *A*Other Important Documents*A* available to them to upload such documents. These documents may be directly submitted from the õMy Spaceö 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 õofflineö 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) The server time (which is displayed on the biddersø 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 openerøs 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 (ie after Clicking õFreeze Bid Submissionö 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.