

Bids for construction & decoration of India Pavilion at AAPEX Show, Las Vegas, Nevada, USA, Nov. 1-3, 2016

1. INTRODUCTION

India Trade Promotion Organisation (ITPO) is the nodal agency of the Government of India for promoting trade. To meet its objectives, ITPO is engaged in organizing fairs, exhibitions and conventions in India and abroad including trade fairs, India Shows, Buyer Seller Meets, Markets Surveys, etc.

2. About AAPEX Show

William T. Glasgow, Inc. is the organizer of AAPEX Show. AAPEX Show is the largest automotive parts fair in the USA held at Sands Expo & Convention Center, Las Vegas, Nevada. India Pavilion will be located at Level 1 and spread over an area of 1400 sq. ft. at this event.

ITPO is inviting bids from the interested companies for construction & decoration of the India Pavilion in the above show.

Subject: Tender for construction decoration work of India Pavilion at AAPEX, Las Vegas, Nov. 1-3, 2016

ITPO has been allotted an area of 1400 sq ft at the above event. The layout plan of India Pavilion is attached at Annexure 'A'.

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2. About AAPEX Show

- 2.1.1 *William T. Glasgow, Inc. is the organizer of AAPEX Show. AAPEX Show is the largest automotive parts fair in the USA held at Sands Expo & Convention Center, Las Vegas, Nevada. India Pavilion will be spread over an area of 1400 sq. ft. at this event.*
- 2.1.2 *ITPO is representing India in the following fair and will set up India Pavilion in the area allocated to ITPO (Lay out plan attached).*

<i>Name of the fair/exhibition</i>	<i>AAPEX Show, Las Vegas, USA</i>
<i>Date of the Fair</i>	<i>Nov. 1-3, 2016</i>
<i>Venue</i>	<i>Sands Expo & Convention Center, Las Vegas, Nevada</i>
<i>Fair Organiser</i>	<i>William T. Glasgow, Inc.</i>
<i>Gross area allotted to ITPO</i>	<i>1400 sq ft.</i>
<i>Area required to be build up</i>	<i>1400 sq ft.</i>
<i>Booth Nos. of India Pavilion</i>	<i>Lobby Level (Level 1)</i>

- 2.2 *ITPO is inviting bids from the interested companies for construction & decoration of India Pavilion in the above Show.*

3. SCOPE OF WORK

- 3.1 *Gross area allocated to ITPO by the Show Organiser is 1400 sq. ft in Lobby Level (Level 1). There will be about 14 stands in the India Pavilion having different size of the booths i.e. 50,100 sq. ft./150 sq. ft. as per lay out plan.*
- 3.2 *The work will include booth construction of the Pavilion in maxima system of 3.5 mtr height in the front elevation of booths and octonorm system for stand construction as per specifications given in the drawing/lay out plan (attached) with display props/furniture, lights, carpeting, power connections, fascias, carpeting of passage area, title graphics. The Hall will be available as per fair authorities guidelines as given on their website and the work must be completed latest by 31.10.2016. The premises must be handed over to the*

Fair organizer one day after the conclusion of the event as per the guidelines of the Show Organizer/Venue Owner. Guidelines/Regulations of AAPEX Show may please be seen at <http://www.aapexshow.com> and strictly adhered to. Guidelines/Regulations Sands Expo and Convention Centre, Las Vegas may please be seen at their website and strictly adhered to.

The Agency will submit all necessary documentation and application forms to concerned authorities for use of the venue and approval of plans etc. The selected agency will undertake the Construction/Decoration work for India Pavilion at the event on turnkey basis and on hire purchase.

- 3.3 *Layout indicating the circulation plan and size of the booths is attached. The construction work has to be in accordance with this layout plan.*
- 3.4 *A design of standard booth size of 100 sq. ft. indicating display aids and furniture i.e. one round table, three chairs, one lockable counter, Two 2 level shelves, one podium, one electric socket (5 amp), one dustbin, 5 spot lights (150 Watt each), fascia and carpet is attached. The agency will provide the same in a standard booth of 100 sq ft. and in proportion for bigger stands. ITPO booth will have one small refrigerator.*
- 3.5 *The agency will undertake cleaning of the India Pavilion on daily basis and maintain cleaning throughout the day.*
- 3.6 *The agency will ensure presence of technical manpower onsite throughout the show for attending any complaint/contingency.*
- 3.7 *Fascia name and booth numbers will be provided by ITPO separately. Each corner booths will have 2/3 fascias.*
- 3.8 *The agency will provide new carpet for booths as per the color indicated in the layout plan.*
- 3.9 *The material such as wall panels, furniture, display aids etc. to be used by the agency has to be of a very high quality. Chairs/Tables, counters, display aids etc provided in the stand area should be of same type & colour.*
- 3.10 *Please provide 3D mages/presentation of India pavilion (both hard and soft copy) clearing showing the complete projection of India pavilion from different angles. It must also show the complete 3D look of all sizes of booth with complete display aids and furniture. The presentation should also show graphics etc. in detail.*
- 3.11 *It shall be the responsibility of the agency for making and fixing Façade Boards/ Graphics indicating "India" title in English at different locations as per the design attached.*

- 3.12 *Power supply and main electrical connection(s) will be arranged by the agency from the Sands Expo & Convention Centre. It shall be the responsibility of the Agency to distribute the electricity across the India pavilion and ensure electricity connection at each booth in India Pavilion.*
- 3.13 *The rates quoted will be for the whole duration of the event & include assembling, dismantling transportation, drayage, maintenance, cleaning on the day before opening and daily thereafter including waste disposal.*
- 3.14 *The Agency is also required to quote rates for optional items such furniture/display items including shelves, showcase, tables, chairs, spot lights, etc. for use by ITPO or exhibitors directly.*
- 3.15 *The approved agency will be responsible to have sufficient manpower present at the site for construction & maintenance of the pavilion and coordination of the event till the end.*
- 3.16 *The approved agency will have to settle all bills of the Show organizers and other vendors before vacating the venue.*

4. Eligibility Criteria

Agencies having the following criteria are hereby invited to bid for the event on turnkey basis.

- 4.1 *Must be a registered business entity/service provider. Registration no. of TAN/Direct tax/Income tax/Trade Tax/VAT/GST, etc. as applicable may be quoted in the technical bids format and copy of the certificate/proof must be attached.*
- 4.2 *Minimum annual turnover of Rs.15 Million OR equivalent US\$ for the last 3 years from the business of setting up of pavilions in international events. Proof of annual turnover from the said business activities with certificate from auditor or any other empowered authority must be attached.*
- 4.3 *A minimum of 3 years experience in designing and executing the project on turnkey basis for setting up Pavilion in International events organized outside India. List of major events undertaken and clients with whom they have worked in the past must be attached.*
- 4.4 *Submission of EMD in the form of DD is essential for the bid without which the bid offer will be rejected.*

5. 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 all activities undertaken by them for ITPO are in accordance with the US Laws.*
- 5.2 *Bid value should be quoted in US\$ only inclusive of all taxes.*
- 5.3 *Interested eligible agency may submit their bids as per Annex-I & II with supporting documents including earnest money (EMD) of Rs. Five Lakh or equivalent US\$ in the form of a demand draft drawn in favour of **India Trade Promotion Organization** payable at New Delhi. The EMD will be refunded to the unsuccessful bidder after the selection of the vendor. The EMD will be refunded to the successful bidder after completion of the project satisfactorily. Misrepresentation of facts/withdrawals of bids will lead to forfeiture of EMD.*
- 5.4 *Agency will ensure that the manpower engaged for India Pavilion should be in the line with the local laws. Further, the agency indemnifies ITPO against any claim.*
- 5.5 *The agency is required to sign each page of the bid documents by the authorized signatory. Authorization letter is to be enclosed. Validity of the bid is till 90 days of last day of submission of bids.*
- 5.6 *ITPO shall have right to appoint different agencies for different services envisaged in the offer.*
- 5.7 *ITPO requires that bidders under this contract observe the highest standard of ethics during the period of agreement and free from any vigilance enquiry. The bidders have to bear the cost associated with the preparation and submission of bid documents to ITPO.*
- 5.8 *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.*
- 5.9 *ITPO will declare an Applicant/Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts, if it at any time determines that the Applicant/Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.*
- 5.10 *Agency will indemnify ITPO against any claims, loss, suit, liability or judgment suffered.*
- 5.11 *ITPO reserves the right to :*
- *Make minor changes in the Design plan.*
 - *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 project, cancel the contract with the selected party in part or in the 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 the ITPO shall be final and binding in this regard.*

5.12 *For interpretation of any clause of this document, the decision of ITPO would be final and binding on the bidder.*

6. SUBMISSION OF BIDS

6.1 *Bids shall be submitted by the bidder with supporting documents in a sealed envelope in the following manner:*

Envelope I *: Containing Earnest Money in the form of a DD.*

Envelope II *: Containing Annexure I (Technical Bid) duly filled in with supporting documents. The envelope should be sealed and marked as “Technical Bid for Construction/Decoration of India Pavilion at AAPEX Show, Las Vegas, USA.*

Envelope III *: Containing Annexure – II (Financial Bid) duly filled in for the bid value in US\$ including all taxes for the complete project of India Pavilion as per layout plan and terms & condition of the Tender document. The envelop should be sealed and marked as for Construction/Decoration of India Pavilion at AAPEX Show, Las Vegas, Nov. 1-3, 2016*

Envelope IV *: Envelopes I, II & III should be kept inside the Envelope IV and again sealed. The name of the bidder should be clearly written with full address, Tel: nos., E-mail on the Envelopes (I, II, III & IV)*

This Master Envelope (Envelope – IV) should be marked as “Tender Document for Construction/Decoration of India Pavilion at AAPEX Show, Las Vegas, USA, Nov. 1-3, 2016” and shall be submitted/sent at the following address:

Mrs Meenu Kapoor
Manager
India Trade Promotion Organization
Pragati Bhawan
Pragati Maidan
New Delhi – 110001 (India)

Date of uploading the tender document : 07.10.2016

Last date of submission of Bids: 17.10.2016 (3.00 p.m.)

Date of opening of Technical Bids 17.10.2016 (3.30 p.m.)

Date of opening of Financial Bids: 18.10.2016 (3.00 p.m.)

6.2 *In case the bidder require any clarifications or further information, please contact ITPO, Mrs Meenu Kapoor, Manager Tel: 2337 1667 (direct), 23371540 ext. 276 Email:meenukapur@itpo.gov.in during office hours.*

6.3 *The evaluation of bids will be made in two stages – Technical and Financial.*

In case of non-submission of Earnest Money by any bidder, their Technical Bid shall not be opened in any circumstances. The Technical bids shall be opened on the same day in the presence of the bidders or their authorized representatives.

Financial bids of only those firms will be considered for opening who have fulfilled the technical requirement /evaluation. After opening of financial bids, financial evaluation will be made & financial raking statement will be prepared and the selection of the vendor/agency will be done on the basis of L1 criteria.

6.4 *Bids received after the deal line of submission of application will not be considered or opened under any circumstances.*

6.5 *No conditional bids shall be considered*

6.6 *Bids received through email shall not be considered*

6.7 *No modification or substitution of the submitted application shall be allowed. An applicant may withdraw its application after submission, provided that written notice of the withdrawal is received by ITPO before the due date for submission of applications. In case an applicant wants to resubmit his application, he shall submit a fresh application following all the applicable conditions by the stipulated date.*

7. 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.

8. Arbitration

In case of dispute, the text of English version only will be taken as final. All matters of dispute (if any) shall be referred to the CMD, ITPO for appointing sole arbitrator under the Indian Arbitration & Conciliation Act 1996, as applicable to the parties and the decision given by the arbitrator shall be binding on both the parties. Both the parties shall bear the cost of arbitration in equal proportion. Both the parties (i.e. ITPO and the agency) shall make all effort to resolve any dispute by way of reconciliation.

8.1. 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.

9. 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 bank guarantee in favour of India Trade Promotion Organisation for the similar amount.*
- *Balance amount would be released on completion of the event and satisfactory report of the officer deputed for the event after return to India.*

10. Performance Assurance

If performance of the agency is not upto the mark or is less in any of the deliverances/the measurable output is less than envisaged as per scope of work, then a part of the total bid value will be retained by ITPO at the time of final payment.

For terms & conditions of the AAPEX Show, please refer at www.aapexshow.com

