

**INDIA TRADE PROMOTION ORGANISATION**

**Ref. No. ITPO/FS/SIAL/C&D/2024**

**Date: 02/08/2024**

India Trade Promotion Organisation (ITPO) invites online bids for selection of an agency for Construction & Decoration and allied services relating to **‘India Pavilion’ at SIAL Paris 2024** to be held at Paris Nord Villepinte, France from October 19-23, 2024.

**1. INTRODUCTION**

India Trade Promotion Organisation (ITPO), Bharat Mandapam, New Delhi, a CPSE under the Department of Commerce, Government of India is the nodal agency for promoting country's external trade.

**2. About SIAL Paris 2024**

SIAL Paris is being organized by Comexposium, headquartered in France. Over 7,500 exhibitors are expected to participate and showcase over 400,000 products and innovations to more than 285,000 business visitors expected from 205 countries. ITPO is organizing national level participation and putting an ‘India Pavilion’ in SIAL Paris, 2024 in an area of approx. 1000 sqm. India Pavilion will be located at Hall No. 3, 8, 5B and 5C. A tentative layout is attached.

**3. About Event**

ITPO will be representing India in the following fair and will set up India Pavilion in the area allocated to ITPO (Layout plan attached).

Name of the Fair / Exhibition	SIAL Paris 2024
Date of the Fair	October 19-23, 2024
Venue	Paris Nord Villepinte, France
Fair Organizer	Comexposium
Total Area allotted to ITPO	Approx. 1000 Sqm.

ITPO is inviting online bids from the interested companies for Construction & Decoration and allied services relating to ‘India Pavilion’ in the show as per the following indicative critical date sheet:

Date of Publication of Bids	2.8.2024
Last date of submission of Bids	8.8.2024 (11.00 am)
Date of opening of Technical Bids	9.8.2024 (11.30 am)
Date of Presentation	To be announced later
Date of opening of Financial Bids	Will be informed to technically qualified bidders at a later stage

#### 4. SCOPE OF WORK

- i) Bare Space allocated to ITPO by the Show Organizer is approx. 1000 sqm (in Hall No. 3, 5C, 5B & 8). Gross area may increase/ decrease depending upon the participation. There will be about 75-80 stands in the India Pavilion having different sizes of the booths i.e. 6 sqm to 24 sqm. Stand construction will be as per specifications given in the layout plan (attached) with display props/furniture, lights, carpeting, power connections, back-lit fascia with company's name & booth number, carpeting of passage area, graphics etc.
- ii) The entire pavilion shall be brightly lit with sufficient white lights leaving no room for dark pockets in the complete pavilion including exhibitor stalls.
- iii) The work will include exhibitors' booth construction in India Pavilion using complete wooden material. For conditions/ restrictions which are imposed by the fair authority relating to construction of pavilion/stalls, heights of the stall etc. the agency is advised to visit the SIAL Paris 2024 event site i.e. <https://www.SIALparis.com/en>.

The Hall will be available as per fair authorities' guidelines as given on their website and the work must be completed in all respects latest by 4.00 P.M. (IST) on October 18, 2024.

- iv) The premises must be handed over to the fair organizer within specified period/timeline allowed as per regulations of the fair organizer after cleaning and removal of debris, etc. Guidelines/ Regulations of the Fair Organizer may please be seen at their website and strictly adhered to before participating in the tender. Any liability on account of non-adherence to this will be borne by the agency. The agency will submit all necessary documentation and application forms to concerned authorities for use of the venue and approval of plans etc.
- v) The selected agency will undertake the Construction/ Decoration work & allied services like assembling, dismantling, drainage, material handling, transportation, maintenance, cleaning on the day before opening and daily thereafter including waste disposal, arrangement of tea/coffee for business visitors/exhibitors, hiring of interpreters on requirement basis, etc. for India Pavilion at the event on turnkey basis and on work to be ordered by ITPO.
- vi) The overall look of ITPO's pavilion should be contemporary and reflect the colour and vibrancy of modern India. A suitable branding has to be done and shall be followed all over with optimal utilization of all dimensions (specifically top section) as per the guidelines of the organizers.
- vii) Layout indicating the circulation plan and size of the booths is attached. Construction work has to be in accordance with this layout plan. This may be changed as per requirement.
- viii) The 'India Pavilion' branding should be on stretchable fabric or flex or digital print so that there are no wrinkles in the final get up. The common India branding should be lit with bright white lightings and without any dark pockets in the India Pavilion.

- ix) Agency shall ensure the promotion of the Brand “India” all around the pavilion and that should be up to the maximum height as permitted by the organizers.
- x) Construction of stalls of different sizes for each participant to display their products for interaction with the buyers/visitors including the requirement of furniture is as per details are given below :

Sl. No.	ITEMS	Area in Sqm.					
		6	9	12	15	18	21
1	Round Table (standard size)	X	1	1	1	2	2
2	Chair	2	2	3	4	6	6
3	LED Spot light of 30Watt or eq. each	2	3	4	5	6	7
4	Shelves	2	2	3	5	6	7
5	Power Point socket	1	1	1	2	2	3
6	Waste Paper Basket	1	1	1	2	2	3
7	Lockable Counter  Size: 1.0m (ht )x 1m(wt) x 0.5 m(depth)	1	1	1	2	2	3
8	Carpet	✓	✓	✓	✓	✓	✓
9	Back Lit Fascia withCompany's Name(s)	✓	✓	✓	✓	✓	✓

- xi) For area more than 21 sqm adequate numbers of round tables, chairs, spot lights and power points will be provided on proportionate basis. Each corner booth will have 2/3 fascias.
- xii) Please ensure that design, development and printing of posters/ graphics will be with digital print with lamination in vinyl in self adhesive form. The rates shall include design, development, printing, stretching and installation etc. for India Pavilion.
- xiii) The agency will undertake cleaning of the India Pavilion on daily basis and maintain cleaning throughout the day. After the fair is over, no garbage etc. will be left over by the agency during the course of dismantling and cleaned space will be handed over to the concerned fair authority in all respects.
- xiv) The agency will ensure presence of technical manpower onsite throughout the show for attending any complaint/contingency. The selected agency will also be responsible to have sufficient manpower present at the site for construction & maintenance of the pavilion for the duration of construction period and during the exhibition days for proper coordination.
- xv) Fascia name and booth numbers will be provided by ITPO separately. Each corner booths will have 2/3 fascias.
- xvi) The agency will provide new carpet for entire pavilion area including the booths. Colour of the carpet will be approved by ITPO.
- xvii) 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

- xviii) It shall be the responsibility of the agency for making and fixing Façade Boards/ Graphics indicating “BHARAT (INDIA)” title in English, French and Hindi language at different prominent visible locations.
- xix) Procurement of all the required branding provisions provided by the event organizer shall be coordinated by the agency on behalf of ITPO.
- xx) Power supply and main electrical connection(s) will be arranged by the agency through the Fair Organizer for which ITPO will make separate payment on receipt of the invoice, if charged extra. It shall be the responsibility of the Agency to distribute the electricity across the India pavilion and ensure electricity connection at each stand in India Pavilion. The agency shall also arrange power connection for stands allotted under ‘Bare Space Scheme’ by ITPO.
- xxi) The rates quoted will be for the whole duration of the event & include assembling, dismantling, drainage, material handling, transportation, and maintenance, cleaning on the day before opening and during currency of the event including waste disposal.
- xxii) The Agency is also required to quote rates for optional/additional items such as furniture/display items including shelf, showcase, table, chair, spot light, refrigerator, etc. for use by ITPO or exhibitors on spot payment basis. It may be noted that deduction on account of shortfalls in providing display aids or furniture will be done on the basis of quoted rates. The rate should be reasonable and to be informed in advance to the participants.
- xxiii) The agency has to quote rate for providing interpreters per person per day basis. ITPO may hire this service on direct payment to interpreters for which rate should be quoted in optional item.
- xxiv) The agency has to arrange tea/coffee during the currency of the event to business visitor and exhibitors. This is an optional item, to be ordered separately by ITPO, if needed.
- xxv) The agency will have to arrange a networking meet for approximately 200 persons on requirement basis. This is also an optional item, to be ordered. The agency may arrange this for ITPO on direct actual payment to the service provider.
- xxvi) The approved agency will have to settle all bills of the Show organizers and other vendors before vacating the venue. Also, the selected agency will have to settle all dues relating to organization of SIAL Paris 2024, especially relating to the scope defined in this tender. Any future liability will be settled by the selected agency.
- xxvii) 300 Nos. Fair Guides/ Exhibitors Directory containing details of the participants of SIAL Paris, (size: 6x8 inch approx.) and 300 Nos. Corporate Brochure of ITPO (size 7-inch x 9.5 inch) have to be printed by the agency in English and to be handed over at the fair site to team ITPO. Contents will be made available by ITPO. Exhibitors Directory and Corporate Brochure should be QR Code based and downloadable on mobile.
- xxviii) The agency shall make provision of 300 Jute Bags with BHARAT (India) branding on them (Length-12-inch, Width- 18 inch with both side branding), to be approved

by ITPO.

- xxix) The agency will make arrangements of aesthetically designed souvenirs for visitors in the form of Pens (400 Nos.) and Broaches/ Fridge Magnets/ Key Rings (400 Nos.). Design to be approved by ITPO.
- xxx) Agency has to submit soft copy of the final design of pavilion, panels/posters (in CDR format), soft copy of exhibitor's directory, event report (.pdf format) prepared for ITPO within 15 days after completion of event. 2 hard copies of event report also to be submitted. High resolution still photography/ video of India Pavilion covering the whole pavilion area from different angles of the entire event for all the days. Also, a 3-minute video of all the days of show must be submitted after the event. The agency must submit one photo album containing at least 100 (25 for each day) photographs of 5-inch x 7- inch size covering each booth as well as other area of pavilion(s).
- xxxi) The agency shall make all arrangements for complete fire prevention and firefighting arrangements in and around "India Pavilion" (i.e. all the halls).
- xxxii) The agency will assess requirement for furniture items and make arrangement accordingly including for exhibitor stalls. The entire pavilion shall be brightly lit with sufficient white lights leaving no room for dark pockets in the complete pavilion including exhibitor stalls.
- xxxiii) Agency shall undertake construction of maximum number of stalls with each stall having a carpet area measuring 12 sq. mtrs. (as per design/layout plan provided by ITPO) in "India Pavilion" for exhibitors. Agency shall undertake preparation and pasting of panel posters of size approx. 60 sqft. for each stall (of 12 sq. mtrs.) or proportionately for larger size stalls as per the TPs/design to be arranged from the concerned exhibitors. The panels and the posters prepared by the agency shall be identical in dimension and printing quality should be of international level. Agency shall ensure the printing, supply and pasting of posters as per the designs provided by the exhibitors without any additional cost. Agency shall ensure arranging TPs/designs from the concerned exhibitors. The panels and the posters prepared by the agency shall be identical in dimensions to maintain symmetry. Agency shall ensure the promotion of the Brand "India" all around the pavilion and that should be up to the maximum height as permitted by the organizers.

## **5. ELIGIBILITY CRITERIA**

Bidders fulfilling the following eligibility criteria are hereby invited to bid for the tender.

- (i) Bidder must be a registered business entity. Copy of GST, PAN and entity registration certificate, as applicable, must be provided in the technical bid.
- (ii) Bidder must have a minimum annual average turnover of Rs 2.5 Crore in the last 5 financial years ending 31st March, 2024 from the business of construction & decoration relating works in international events. Proof of average annual turnover from the said business activities with CA certificate bearing UDIN must be attached.

- (iii) Bidder must have a minimum of 5 years experience in designing and executing the project on turnkey basis in International events organized outside India. List of major events undertaken and clients with whom they have worked in the past must be attached. The bidder should have conducted at least one international event including design, construction and maintenance of the pavilion on turnkey basis with minimum 500 Sqm. area in a single event during the last five years ending the last date of submission of bids.

Proof of work-order and evidence of payment receipt is required to be submitted.

- (iv) Bidders must submit a self-declaration mentioning that the agency has not been blacklisted by any government organization as on date of submission of bids.
- (v) Bidders will be required to deposit a non-refundable Application cum Processing Fee of Rs. 11,800/- (Rs.10,000/- + 18% GST) (Rupees Eleven Thousand Eight Hundred only) to be deposited online in favour of “India Trade Promotion Organisation” payable at New Delhi.
- (vi) Bidders are required to deposit an Interest-free Earnest Money Deposit (EMD) in the form of DD/Bank Transfer for Rs. 5,00,000/- (Rupees Five Lakh only) in favor of “India Trade Promotion Organisation” payable at New Delhi. The EMD received from unsuccessful bidders will be returned/ refunded to them after the selection of agency.

Exemption from submission of Tender Fee and EMD to NSIC and MSME registered bidders will be considered as per applicable rules.

Amount of EMD received from successful agency will be adjusted towards Performance Security and the balance amount required to make up to 3% of the contract value shall be deposited by the agency. The Performance Security shall be refunded after the clearance of final dues to the agency.

Details of ITPO Bank is given below:-

NAME OF THE BENEFICIARY	INDIA TRADE PROMOTION ORGANISATION
NAME OF THE BANK	HDFC Bank
BRANCH NAME	209-214, KAILASH BUILDING, 26,KASTURBA GANDHI MARG, NEW DELHI-110001
ACCOUNT NO.	00031110005078
TYPE OF ACCOUNT	SAVING
IFSC/NEFT CODE	HDFC0000003
PAN NO. OF ITPO	AAATI2955C
GST No. of ITPO	07AAATI2955C1ZX

6. TERMS & CONDITIONS

- i. The approved bidder will work under the directions and guidance of ITPO.

- ii. It shall be the sole responsibility of the Agency to ensure all activities undertaken by them for ITPO are in accordance with the Local Laws.
- iii. Bid value should be quoted in Euro only inclusive of all taxes.
- iv. Interested eligible agency may submit their bids as per Annexure - I with supporting documents including earnest money (EMD) of Rs. 5,00,000.00 (Rupees Five Lakh only) through online transfer in ITPO's Bank Account. The EMD will be refunded to the unsuccessful bidders after the selection of the vendor. The EMD of the successful bidder will be refunded after satisfactory execution of the work. Misrepresentation of facts/withdrawals of bids will lead to forfeiture of EMD.
- v. Agency will ensure that the manpower engaged for India Pavilion should be in line with the local laws. Further, the agency indemnifies ITPO against any claim. Attendance sheet needs to be mentioned and to be attested by the ITPO Fair Officer.
- vi. The agency is required to sign each page of the bid document by the authorized signatory. Authorization letter is to be enclosed. Validity of the bid is till 90 days from the last day of submission of bids.
- vii. ITPO requires that bidders under this contract observe the highest standard of ethics during the period of agreement and action of agency does not fall under any vigilance enquiry.
- viii. The bidders have to bear the cost associated with the preparation and submission of bid documents to ITPO.
- ix. 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.
- x. ITPO will declare an Applicant/Bidder ineligible, either indefinitely or for a stated period of time, to be awarded contract/contracts, if at any time it determines that the Applicant/Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- xi. Agency will indemnify ITPO against any claims, loss, suit, liability or judgment suffered.
- xii. ITPO reserves the right to:
  - a. Make minor changes in the design plan at any stage.
  - b. Extend the deadline for the submission of applications/bid documents at its discretion.
  - c. Accept or reject any proposal at any time prior to award of contract/order, without assigning any reasons and without any liability on ITPO.
  - d. 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.

- e. 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.
- f. For interpretation of any clause of this document, the decision of ITPO would be final and binding on the bidder.

## **7. GUIDELINES FOR SUBMISSION OF TECHNICAL AND FINANCIAL BIDS**

Online technical and financial bids in separate envelope are required to be submitted mentioning the name of the event i.e., SIAL Paris to be held from October 19-23, 2024 as per bid schedule. Bidders may please note that conditional bids are not allowed and would be rejected summarily.

### **7.1 Technical Bid: Mandatory details to be submitted online by the Bidder:**

- i. Name of agency with address
- ii. Name and Designation of Chief Executive
- iii. Profile of the agency including the staff strength on payroll
- iv. Track Record – previous experience of handling similar nature of work (Please mention here).
- v. The company must have 5 years work experience in event management in international trade fairs pavilion (excluding advertising and printing) with copies of work orders for last five years.
- vi. A CA certificate certifying the turnover of the applicant bidder for the last 5 financial years. The turnover should be in the name of applicant organization only and not that of group/ sister organizations.
- vii. Self attested photocopies of latest Income Tax Returns for the last 5 years and self attested photocopy of the PAN Card.
- viii. These documents should be in the name of applicant organization only and not that of group/sister organizations. In other words, name of applicant organization should be same in all the documents submitted.
- ix. An interest free Earnest Money Deposit “EMD” for Rs.5,00,000/- (Rupees Five Lakh only) in the form of draft/ online transfer (RTGS) in favour of ITPO, New Delhi.
- x. A self certified undertaking has to be submitted mentioning that they have not been blacklisted by any government organization as on date of the submission of bids.
- xi. A non-refundable Application cum Processing Fee of Rs. 11,800/- (Rs.10,000/- + 18% GST) (Rupees Eleven Thousand Eight Hundred only) to be deposited online in favour of “India Trade Promotion Organisation” payable at New Delhi.



- 7.2 The concept/design of the pavilion with layout, decoration plan etc. as indicated above must be submitted in hard copy and in soft copy. The agency should provide 3D images/presentation of ITPO pavilion (both hard and soft copy) clearly showing the complete projection of ITPO pavilion including 3D Pylon from different angles. It must also show the complete 3D look of standard booth of 12 sq mtrs with complete display aids and furniture. The 3D presentation should also graphics etc. in detail.
- 7.3 Financial Bid: Duly filled Financial Bid in the format of BOQ – xxxx only through CPP Portal in bid value in Euro including all taxes for the complete project of India Pavilion as per layout plan and terms & condition of the Tender document. The unit rates/quotation of optional items will not be considered in financial evaluation. But, the same will be optional, to be ordered, at the sole discretion of ITPO.
- a) Financial bid of compulsory items of BOQ will only be considered for financial evaluation. However, bidders have to quote the prices for the optional items also.
  - b) The selected bidder will have to execute/supply the optional items on price quoted by them or the average amount of the same item quoted by all other technically qualified bidders, whichever is less. In case of any abnormality or unreasonableness of the average price of such items, the same shall be decided in mutual agreement by both the parties.

8. SELECTION PROCEDURE

A Committee in ITPO will carry out a preliminary screening of the bidders and will shortlist the bidders fulfilling the prescribed requirements. The short listed bidders will be required to make technical presentation before the selection committee as per schedule. Absence will disqualify the eligibility. The agency, which will get highest aggregate (i.e. Combined Technical and Financial weightage) will be selected for construction & decoration and allied services relating to ‘India Pavilion’ at SIAL Paris 2024.

The presentation may bring out their suggestions on the following areas:

S. No.	Area	Maximum Marks
1	Overall concept and design of `India Pavilion` along with complete graphics with display aids as per the tentative layout plan attached	70
2	Average Annual Turnover of the Company during last five financial years ending 31.03.2024. Breakup of marks is given below: a. >=Rs.2.5 crore to <Rs.5 crore :3 marks b. >=Rs.5 crore to <Rs.7.5 crore :5 marks c. >Rs.7.5 crore :10 marks	10
3	Previous works of similar nature Int'l level (Min. 500 sqm) Breakup of marks is given below: a. Atleast one event in last 5 years : 10 Marks b. Atleast one event in last 5 years in EU : 15 Marks c. Atleast one event in food sector in last 5 years in EU : 20 Marks	20

The calculation of Technical weightage will have the following method:

- i. Bidders are required to qualify all the conditions of the clause no. 5. "Eligibility Criteria". Technical solution presentation will be required to be given by all the bidders qualifying technical eligibility criteria.

**ii. Evaluation of technical proposal:**

Technical solution will be examined as per the evaluation process detailed above. Those bidders whose Technical marks as per the Technical evaluation criteria are 70 marks or more out of 100 shall be declared as qualified for evaluation of their Financial Proposals. Bidders who have secured less than 70 marks shall be rejected. The bidder with highest marks (TM) will be given a Technical Score (ST) of 100 points. The Technical Scores of other Applicants will be computed as follows:

$$STx = 100 \times T/TM$$

**(T = Technical marks scored as per Technical Evaluation criteria mentioned at Clause No.8)**

Financial bids of only those bidders who qualify minimum eligibility criteria as outlined in clause no. 8 "Eligibility Criteria" and secure a minimum of Seventy (70) marks as per evaluation process given in clause no. 8 will be considered for opening of the financial bids.

**iii. Evaluation of Financial Proposal:**

Each Financial Proposal will be assigned a financial score (SF) as per formula given below. The Financial Proposal shall be deemed as final and reflecting the total indicative cost of services. Omissions, if any, in costing any item shall not entitle the Service Provider to be compensated and the liability to fulfill its obligations as per the scope of work in the tender within the total quoted price, shall be that of the Service Provider. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM/F$$

**(F = Amount of Financial Proposal)**

**iv. Combined and Final Evaluation**

Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times Tw + SF \times Fw$$

**Where, Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.7 and 0.3 respectively.**

Contract will be awarded to the bidder with highest combined score, at the sole discretion of ITPO.

**9. Submission of Bids (to be submitted on-line) on CPP Portal at <https://eprocure.gov.in/eprocure/app>**

The following documents shall be furnished by the Contractor along with Technical Bid (Annexure I) as per the tender document (As applicable):

- i. Scanned copy of valid certificate of registration of the firm.
- ii. Scanned copy of Annual Turnover proof.
- iii. Scanned copy of experience certificates.
- iv. Scanned copy of PAN No, GST number.
- v. Scanned copy of documents relating to deposit of Tender Fee.
- vi. Scanned copy of documents relating to deposit of Earnest Money Deposit (EMD).
- vii. Scanned copy of Tender Acceptance Letter.

**10. Financial Bid**

Duly filled Financial Bid in the format of BOQ – xxxx only through CPP Portal in bid value in Euro including all taxes for the complete project of India Pavilion as per layout plan and terms & condition of the Tender document.

For any query, the interested bidder may contact:-

Sh. Abhishek Chauhan  
Senior Manager, ITPO  
Mobile: 8505955777,  
Email: [abhishekchauhan@itpo.gov.in](mailto:abhishekchauhan@itpo.gov.in)

**11. Arbitration**

In respect of any dispute or difference, if any, between the parties,

- i. The contractor and the ITPO shall endeavor their best to amicably settle all disputes arising out of or in connection with the terms of license in the following manner: -
  - a) The contractor raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
  - b) The matter will be referred for negotiation between Competent Authority of the contractor and ITPO. The matter can be endeavored to be resolved between them and the agreed course of action documented within a further period of 15 days.
- ii. In case the dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in New Delhi and conducted in accordance with

the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.

- iii. In the event any doubt, dispute or difference arising out of or in relation to the Contract remains unresolved, both the parties to the Contract will mutually appoint a Sole Arbitrator, in accordance with the Arbitration and Conciliation Act, 1996.

The provisions of Arbitration & Conciliation Act, 1996 (as amended from time to time) shall apply to both the parties.

The fee payable to the Arbitrator shall be paid equally by both the parties. The language used in the arbitral proceedings shall be English.

The venue of the arbitration proceedings shall be the Office of ITPO, i.e. Bharat Mandapam, New Delhi.

- iv. The contractor shall not be entitled to suspend the Service/s or the completion of the assignment, pending resolution of any dispute between the Parties and shall continue to operate in accordance with the provisions of the contract/agreement and payments to be made by the contractor as mentioned under the Agreement, notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.
- v. The contract shall be governed by and interpreted in accordance with Indian law.

## **12. Compliance with Laws:**

It shall be the sole responsibility of the Bidder(s) to comply with/observe all applicable laws, rules, regulations, orders, directives and guidelines of any Government/Statutory Authority/Regulatory body of India/France including all the labour laws, as amended from time to time, and also obtain/hold licenses/permissions/clearances required for the purpose of this Tender Document/Contract/Agreement.

## **13. Jurisdiction**

All disputes arising out of and in relation to the contract between the parties herein shall be governed by Laws of India subject to the exclusive jurisdiction of the courts of Delhi only.

## **14. 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 Contract is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of State or direction from Governmental Authority, explosion, epidemic, pandemic, quarantine restriction, strikes and lockouts(as are not limited to the establishments and facilities of the Parties), fire, floods, natural calamities or 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 7 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/compensation/costs/expenses 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 its option, terminate the Contract.

## **15. Indemnity**

Bidder(s) shall indemnify, defend and hold ITPO and its officers/officials harmless against any and all proceedings, actions, losses, damages, expenses, costs and third party claims whatsoever – whether financial or otherwise, including liability for payment of contributions/dues to EPFO/ESIC/Govt. Departments/Local Bodies/Statutory Authorities etc. which ITPO may sustain, incur, suffer or be exposed to at any time during the subsistence of the Tender Document/Contract/Agreement and subsequent thereto arising out of a breach by the Bidder(s), its sub- contractors, sub-agents, employees, etc. of any of its obligations under the Contract.

## **16. Confidentiality**

The Bidder(s) shall maintain high level of professional ethics and shall not act in any manner, which is contrary to any laws and/or detrimental to ITPO's interest. Bidder(s) shall treat as confidential any and all data, information and records, obtained/received in the performance/execution of its responsibilities, in strict confidence and shall not reveal such data, information or records to any other person/party without the prior written approval of the ITPO, even after expiry of Tender Document/Contract/Agreement. ITPO shall take necessary legal and other remedial actions for infringement of this clause.

## **17. Intellectual Property Rights**

ITPO's name/logo/other IPRs shall be the sole and exclusive property of ITPO only. For any misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs by the Contractor(s) and/or their sub-agents/sub-contractors/employees etc., the Licensee(s) shall be held solely responsible. ITPO shall not be responsible for any harm or loss caused to any third party because of any such misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs. Contractor(s) shall indemnify ITPO against any misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs and/or any claim(s) relating to infringement of any intellectual property rights committed by them/their sub-agents/sub-contractors/employees etc. ITPO shall take necessary legal and other remedial actions, as deemed fit, for such violations.

## **18. Terms of Payment**

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

- a. 25% of the total project cost is proposed to be released on submission of proof of expenses incurred or against bank guarantee in favour of ITPO equivalent to 100% of the equal amount. Balance payment will be released on completion of the event and satisfactory report of the officer deputed for the event.

- b. Payment will be released only for the actual work done at site as scope of work could increase or decrease as per requirement. The agency will be informed one week before the start of the event about the actual work to be undertaken at site. No additional cost, except that has been approved by ITPO for additional activities, will be considered.

#### **19. Performance Security**

- a) The successful agency shall be required to furnish a Performance Security of 3% of the contract value in the form of Demand Draft/Online Bank Transfer. No exemption from furnishing Performance Security shall be provided to the NSIC and MSME registered organizations, as per Government norms.
- b) Amount of EMD received from successful agency will be adjusted towards Performance Security and the balance amount required to make up to 3% of the contract value shall be deposited by the agency. The Performance Security shall be refunded after the clearance of final dues to the agency.

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INDIA TRADE PROMOTION ORGANISATION INDIA PAVILION AT SIAL PARIS, OCTOBER 19-23, 2024

TECHNICAL BID

Annexure- I

Sl. No.	Title	Details				
Eligibility						
1.	Registration No. (TAN/Direct Tax/Income Tax/Trade/VAT/GST, etc. as may be applicable) (Please attach proof)					
2	Annual Turnover (last Five years)  (Please attach Proof with certificate from Auditor or any other empowered Authority)	Year 1	Year 2	Year 3	Year 4	Year 5
		(2019-20)	(2020-21)	(2021-22)	(2022-23)	(2023-24)
3	Details of Past Experience (Please attach list of Projects/Clients)					
4	EMD Details	Amount:  UTR No. :  Date :  Bank Name :				
Company Profile						
5	Name of the Company					
6	Address					
7	Telephone					
8	Fax					
9	E-mail					
10	Name of CEO & Title					
11	Bankers details with A/c No.					
12	Year of Establishment					
13	No. of employees					
14	3D images/presentation (both hard and softcopy) of India pavilion as required in the tender document.					

DATE:

SIGNATURE OF AUTHORISED REPRESENTATIVE

Place:

NAME

COMPANY SEAL

Please attach Authorization letter for signatory)

## **Tender Acceptance Letter**

**To be submitted on Company letter head along with signed copy of Tender documents**

**To,  
The General Manager  
ITPO  
Bharat Mandapam  
New Delhi - 110001**

**Subject: Acceptance to the Terms and Conditions of the Tender Documents relating to construction / decoration & allied services works for India Pavilion at SIAL Paris, 2024**

**Sir,**

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/ Work' from the web site(s) namely: \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall hereby abide by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our company has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found corroborating, violated, then your department/ organization shall without giving any notice or reason therefore summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

**Yours Faithfully,**

**(Signature of the Bidder, with Official Seal)**



**(To be provided on the Letter Head of the Agency)**

**(For Technical Bid for Design, Construction and Maintenance of 'India Pavilion' At "SIAL Paris 2024" Scheduled to be held from October 19-23, 2024 at Paris Nord Villepinte, France)**

**To,**

**The General Manager**

ITPO

Bharat Mandapam

New Delhi - 110001

**Subject: Declaration for not being Black-Listed.**

Sir,

With reference to the bid on the subject cited above, I, ..... (Name and designation of the Signatory) hereby declare and confirm that M/s. .... (Name of the Agency) has not been blacklisted or declared as ineligible by the Central Government/ State Government / Public Sector Undertaking from participating in future bids due to unsatisfactory performance, corrupt, fraudulent or any unethical business practices or any other reasons, as on the date of submission of the bid.

(Signature)

(Name of Authorised Signatory)

Designation:

Company Seal:

Date:

Place:

(To be provided on the Letter Head of the Agency)

**(Bid for Design, Construction and Maintenance of 'India Pavilion' At "SIAL Paris 2024"  
Scheduled to be held from October 19-23, 2024 at Paris Nord Villepinte, France)**

**Proforma for CA Certificate**

I /We, Proprietor / Partner / Director of \_\_\_\_\_ (Name of CA Firm) do hereby confirm that M/s. \_\_\_\_\_ (Bidder), a Proprietorship / Partnership/Company having its registered office at \_\_\_\_\_, having PAN No. and GST No. which is valid from \_\_\_\_\_ (copy attached) and hereby declare and affirm as under:

1. That the business entity is in existence in the present status from \_\_\_\_\_ (date).
2. That the details of the turnover from Event Management business (on the basis of the financial statements of the entity) are as follows:

S. No.	Financial Year	No. of national /International events executed	Name of the Event, Place and Country	Name of Hosting Organisation	Turnover (in Rs.)
1	2019-20				
2	2020-21				
3	2021-22				
4	2022-23				
5	2023-24				

3. That the above work was obtained in the entity's own name and the billing /payment was collected in the entity's own bank account.
4. That the copies of the work orders are attached.

**Declaration**

I have independently verified the above-mentioned details with books of accounts, 26AS statements, Service tax returns, GST Returns and other related documents and found them to be true and correct

**Counter-signed:**

**Signature of Authorized Signatory**  
**Name of Authorised Signatory Partner**  
**/Proprietor / Director**  
**Company Seal**

**Signature:**

**Name and designation**

**Seal of CA Firm**

**Date:**

**Place:**