

INDIA TRADE PROMOTION ORGANISATION
E-TENDER NOTICE

Sub: Empanelment of Agencies for Construction, Decoration and allied services for overseas trade fairs organized by ITPO or in which ITPO takes part as a national participant in Asia, Africa, and Europe. North America, Oceania, South America and other parts of the world for the Financial Year 2022-23 (further extendable by two financial years)

1. INTRODUCTION

- 1.1 India Trade Promotion Organization (ITPO) is the premier 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 inviting online bids (Technical only) from the interested agencies for undertaking construction, decoration and allied services for India Pavilion to be organized by ITPO in trade fairs and exhibitions in the regions of globe like Asia, Africa Europe, North America, South America, Oceania (which includes Australia, New Zealand, Papua New Guinea etc) and other parts of the world during the financial years 2022-23 for empanelment of agencies. The financial bids will be invited from the empanelled agencies (further extendable by two years) who are successful in Technical Bid Evaluation as and when need arises. Manual bids shall not be accepted
- 1.3 The tender documents are available on our website www.indiatradefair.com (for reference only) and <https://eprocure.gov.in/eprocure/app> and the same can be downloaded as per the schedule given in CRITICAL DATE SHEET. However, the documents required such as Demand Drafts towards Earnest Money (in favour of India Trade Promotion Organization payable at New Delhi) should be deposited to Shri Sanjay Vashishtha, Manager (FS-1), Pragati Bhawan, Pragati Maidan, New Delhi before the close of time/date for submitting the e-tender
- 1.4 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.

- 1.5 Not more than one tender can be submitted by one contractor 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 (ie 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.
- 1.6 Bidders who have downloaded the tender from ITPO's web site www.indiatradefair.com and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not modify the tender form in any manner. In case the same is found to be tampered with / modified in any manner, tender will be completely rejected and EMD shall be forfeited and the bidder is liable to be banned from doing business with ITPO.
- 1.7 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

INDICATIVE CRITICAL DATE SHEET

<u>Date of Publishing</u>		<u>23/8/2022</u>
<u>Bid Document Download Starts</u>		<u>23/8/2022</u>
<u>Bid Submission Starts</u>		<u>24/8/2022</u>
<u>Bid Submission Ends</u>		<u>12/9/2022</u>
<u>Pre bid Meeting</u>		<u>30/8/2022</u>
<u>Bid Opening date</u>		<u>14/9/2022</u>

2. OBJECTIVES

- 2.1 The objective ITPO wishes to achieve through this tender is to invite bids & empanel competent agencies to undertake the work of creating an international standard of construction and decoration arrangement and provide other facilities for the benefit of exhibitors participating in the India Pavilion organised by ITPO in various trade fairs and exhibitions in the Asia, Africa, Europe, North America South America and Oceania which includes Australia. New Zealand, Papua New

Guinea etc). The arrangement/empanelment shall be till March 31, 2023, which may be extended for a further period of two years

3. SCOPE OF WORK

- 3.1 The work will include construction and decoration of booths and provision of allied facilities and services for the India Pavilion to be organised at various exhibitions by ITPO in the Asia Africa, Europe North America South America and Oceania (which includes Australia New Zealand, Papua New Guinea etc),and other parts of the work.
- 3.2 The booths will be constructed with prefab Maxima system/system available in that country in the front elevation of booths and Maxima system/system available in that country, for stand construction as per specifications given in the drawing/lay out plan given by concerned fair team with display props/furniture lights power connections, fascia, carpeting of booth area, title graphics etc.
- 3.3 The selected agency will undertake the Construction and Decoration (C & D) activities on full turnkey basis incorporating all elements, including material handling/drayage etc. No additional payments will be made for arranging display of exhibits, construction materials, decoration material, flex printing, installation of buntings, flags, fascia, stall numbers, etc All elements of cost need to be incorporated within the price on full turnkey basis.
- 3.4 The agency shall provide other services, including electrical work, cleaning and maintenance, providing/furnishing ITPO office as per the layout plans details to be provided at the time of award of work for each fair/exhibition.
- 3.5 The construction of booths/stalls/VIP lounges/meeting rooms registration desks/store room/information booth and other allied structures of the dimensions specified for each fair.
- 3.6 Providing office set up for the fair organizing team, meeting rooms, VIP rooms etc. as per the layout plans.
- 3.7 The selected agency will undertake the C & D activities for the event on a turnkey basis and on hire purchase.
- 3.8 Layout plans of the Hall(s) shall be provided at the time of award of work for a particular event. The construction and decoration work has to be in accordance with the lay-out plans and designs provided by ITPO Norms of the fair organizers have also to be adhered to.

Changes/modifications, if any, shall be notified to the agency in due course. In case of reduced/increased scope of work by ITPO the amount shall be re-worked as per the unit rates quoted

- 3.9 The agency will undertake cleaning of entire space on daily basis and maintain cleanliness throughout the day including removal of garbage bags in dustbins.
- 3.10 The agency will ensure presence of sufficient number of technical manpower (decorators, electrical and civil) available on-site throughout the event for attending to any complaints/contingencies.
- 3.11 Fascia name and booth numbers will be provided by ITPO separately. Each corner booths will have 2 or 3 fascias
- 3.12 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 go 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.
- 3.13 It shall be the responsibility of the agency for making all items available as per the layout plans and designs.
- 3.14 Distribution of electricity to the Pavilions, all booths, theme area, registration desks, entrance gates stage, tea/coffee counters, office. VIP room, lounge and to various other facilities centers would be done by the selected agency. ITPO shall bear the cost of electricity consumption.
- 3.15 The work will also include assembling, dismantling and transportation, maintenance, cleaning on the day before opening of fair and daily thereafter including waste disposal. In case of any pending bill, agency will be liable to make the payment.
- 3.16 In case of any dispute ITPO reserves the right to debar vendor from participation in future until the matter is cleared.
- 3.17 The Agency is also required to supply for optional and additional items such as furniture other than tables, chairs, counters/display items including shelves, showcase, garment rail, peg board, tables chairs etc for use by ITPO or exhibitors directly.

- 3.18 The agency will have to settle all bills of the venue authority and other vendors/local authorities, if any, before vacating the venue, in case these services are availed. Agency will certify that all the bills have been settled before releasing the payment by ITPO.
- 3.19 If required, provide bilingual interpreter(s) 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
- 3.20 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.
- 3.21 Managing the Registration Counter with local staff/interpreters during fair days by ensuring provision of 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
- 3.22 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.
- 3.23 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. which will be done by agency.
- 3.24 Spotlights with high luminosity (white light)/any other suitable light would be preferred with low electricity consumption. The idea is to get very good luminosity with minimum electricity consumption
- 3.25 The agency will ensure presence of sufficient number of trained technical manpower (decorators electrical and civil) available on-site throughout the show for attending to any complaint/contingency 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 Workers Compensation, Pay Roll, Tax Industrial Relations Act etc of the foreign country in which the trade fair/exhibition is held. The agency is required to follow work, health and safety procedure/system in respect of personnel engaged by them as per the laws of the country concerned.

3.26 The agency shall ensure that all clearances/NOCs/permissions required by the country in which the exhibition is being held are obtained to the satisfaction of the fair authority.

3.27 The India Pavilion at each exhibition will also have ITPO office, which will contains furniture and display aids etc. as required by fair team.

Note: Above scope of work is indicative only. Actual scope of work may vary from fair to fair. The fair team will issue the detailed scope of work in the form of Work Order.

4. ELIGIBILITY CRITERIA

Agencies that fulfil the following essential eligibility criteria only shall be eligible for making the bids The bidders are required to submit documents in fulfilment of their eligibility criteria listed below and must be submitted along with Annexure-I.

4.1.1 For Indian Companies (including documents to be submitted as part of the Technical Bid):

- a) Must be a registered legal business entity (Self certified copy of the Registration Certificate required)
- b) Must possess PAN Card and GSTIN (Self-certified copies of PAN and GST registration required)
- c) Should have experience starting from 01.04.2016 till date of publication of tender in the business of construction and decoration of exhibition booths/pavilions in foreign fairs with a minimum total constructed area of 500sqm either in single or multiple events annually in at least two financial years from 01.04.2016 till publication of this tender on cpp portal The bidder is required to submit proof of this experience in the form of self-

attested copies of work award letters and work completion certificates /payment receipt issued by the client

- d) The company must have carried out construction and decoration work of 200sqm (constructed area) in a single foreign exhibition in at least two financial years from. 01 04 2016 till publication of this tender on cpp portal The bidder is required to submit proof of experience in the form of self attested-copies of work award letters and work completion certificates /payment receipt issued by the client
- e) Minimum Annual financial turnover of Indian Rupees Thirty Million (INR 30.00 millions) in the last 2017-18,2018-19,2019-20,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

4.1.2 For Foreign Companies (Including documents to be submitted as part of the Technical Bid):

- a) Should be a legal business entity of their registration (Self-certified copy of the Company Registration Certificate will be required).
- b) Must possess Tax Registration Certificate and other certificates of taxes as applicable, issued by the government authorities of the foreign country concerned (Self-certified copies of each document to be attached).
- c) Should have experience starting from 01.04.2016 till date of publication of tender in the business of construction and decoration of exhibition booths/pavilions in foreign fairs with a minimum total constructed area of 500 sqm either in single or multiple events annually in at least two financial years from 01.04 2016 till publication of this tender on CPP Portal. The bidder is required to submit proof of this experience in the form of self-attested copies of work award letters and work completion certificates payment receipt issued by the client

- d) The company must have carried out construction and decoration work of 200sqm (constructed area) in a single foreign exhibition in at least two financial years from 01 04 2016 till publication of this tender on CPP Portal The bidder is required to submit proof

of experience in the form of self attested-copies of work award letters and work completion certificates /payment receipt issued by the client

- e) Minimum Annual financial turnover of US\$ 450,000/- in 2017-18,2018-19,,2019-20,from the business of Construction and decoration of exhibitions. In this context, the consideration has been taken for the year 2017 to 2020 only as business transaction of different agencies adversely affected due to the impact of the pandemic. Proof of annual turnover related to construction and decoration of Pavilions duly certified by the Chartered Accountant.

Interest free money deposit(EMD)of Rs.20,000/-(Rs.Twenty Thousand only) or US\$262/-(Two hundred sixty two only)(for Foreign Bidders) by NEFT/RTGS/Wire Transfer in favour of" India Trade Promotion Organization" payable at New Delhi is essential and without EMD, the bid offer will be summarily rejected. The detail of the instrument through which Earnest Money is deposited is to be uploaded as per the performance given at Annexure-I. The EMD of the agency, which will be awarded the tender, shall be retained by ITPO in the form of security deposit, refundable at the time of completion of the contract. The bank details of ITPO for E-remittance of Earnest Money are given below:-

	For Indian Bidders	For Overseas Bidders
Name of the Beneficiary	India Trade Promotion Organization	India Trade Promotion Organization
Name of the Bank	CENTRAL BANK OF INDIA	
Branch Address	Pragati Maidan,New Delhi	As per Annexure attached
Account NO	1167404133	
Type of Account	Saving	
RTGS CODE	CBIN 0284078	
MICR CODE	110016150	
PAN NO ITPO	AAAT12955C	
SWIFT CODE	-----	-----

5. TERMS & CONDITIONS

The empanelment shall be for a period of one year initially from the date of empanelment, which may be extended for a further period of two years. The EMD will be refunded to the unsuccessful bidder(s) after the empanelment of the companies is complete. The EMD of the empanelled agency/successful bidders will be refunded only after completion of the contract period.

Note: If any company/agency is having any ongoing dispute/arbitration/litigation of any kind with ITPO, they need not to bid.

Performance Guarantee Security Deposit

1. The ITPO Fair Team will award the work to the agency upon receipt of Performance Guarantee @3% of the value of the work being awarded.
2. The guarantee shall be in the form of Bank Guarantee(as per Performa given by fair team or NEFT/RTGS of any scheduled bank.) The performance guarantee shall be valid up to three months from the date of conclusion of the specific project. The security deposit/performance guarantee obtained for each exhibition shall be returned without any interest after three months of satisfactory completion of the work. At the time of award of work for the subsequent exhibition, performance guarantee @3 % of the value of the work will again be submitted to ITPO.
3. In the event of the agency, to which the contract is awarded rendering itself liable to action under relevant clause, ITPO shall have the powers of termination of the contract. Termination Notice given in writing to the agency under the hand of the General Manager, ITPO shall be conclusive evidence for enforcement of this clause.

The selected agency shall be required to handover the fully built-up India Pavilion to ITPO, **12 hours prior to the start of the exhibition.** Failure on part of the selected agency to comply with this condition may lead to the following:

- a) ITPO will engage another agency to complete the work at the risk and cost of the agency which has failed to execute the work.
- b) The Performance Guarantee (PG) deposited by the agency shall be forfeited.

- c) The agency may be debarred from participating in any of the tenders of ITPO for a period of two years.
- d) Inability of the selected agency to fulfill the requirements of the contract detailed in this document, and as supplied by ITPO for exhibition, will amount to breach of contract. ITPO will be at liberty to invoke the Performance Guarantee and forfeit the Security deposit which is Para 5.3 and the earnest money upon breach of contract by the appointed agency. It shall be the sole responsibility of the Agency to ensure all activities undertaken by it for ITPO are in accordance with the laws of the land where the fair/exhibition is being held. If any agency is having any dispute/unresolved issues pending with ITPO need not apply.

The selected agency will work under the directions and guidance of the ITPO and the Embassy of India / High Commission of respective country where exhibition will be held. It shall be the sole responsibility of the Agency to ensure all activities undertaken by them for ITPO is in accordance with the law of land where the exhibition will be held.

The empanelled agencies will be required to quote their rates in the price bid (BOQ)

Template when called for. The bidders will not modify the BOQ template in any manner. The unit rates should be quoted in US Dollars inclusive of all taxes applicable (if any). **The unit rates quoted by the bidders should be for the entire mounting and exhibition days.**

- 4. The Agency is required to upload all bid documents (including Annexure, enclosures, etc.) duly stamped and signed by the authorized signatory.** Authorization letter in favour of the signatory is to be enclosed along with the technical bid/
- 5. The agency must ensure that only relevant documents sought as per Para 4 are submitted along with the technical bid. No additional document is to be provided other than those specifically asked for.**
- 6. The bid evaluation committee from ITPO will seek clarification from any bidder in connection with the documents submitted by the bidder in support of its claim for fulfillment of the eligibility criteria, if deemed necessary.

7. The company should have a tie-up/joint-venture/agreement with a counterpart in the country as applicable. This foreign counterpart should be involved in the business of construction and decoration of exhibition booths/pavilions. Self-certified copy of the signed agreement between the two parties as proof of a working relationship should be submitted at the time of submission of financial bids.
8. In case the foreign bidder is registered outside region/country from region / country for which it is applying the company must have a counterpart in country as applicable. This foreign counterpart should be involved in the business of construction and decoration of exhibition booths/pavilions. Self-certified copy of signed agreement between the two parties as proof of a working relationship should be submitted at the time of submission of financial bid.
9. ITPO requires that bidders under this contract 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.
10. ITPO will reject a proposal for award of work and/or declare an Applicant / Bidder ineligible, either indefinitely or for a stated period of time, either before/after award of contract/contracts, 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.
11. Agency shall indemnify ITPO against any claims, loss, suit, liability or judgment suffered or likely to be suffered.
12. ITPO reserves the right to:
 - a) Make changes in the scope of work.
 - 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 whole at any time. 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 arising 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.

13. For interpretation of any clause of this document, the decision of ITPO shall be final and binding on the bidder
14. The Fair Team from ITPO will float a tender among the empanelled agencies and issue separate work orders on need based basis.
15. The bidding agency shall submit an undertaking of having agreed to all the terms, clauses and conditions given in this tender document in format given by Fair Team **after award of work.**
16. **As the work under this contract is to be executed on turnkey basis, the cost towards the entire scope of work given in Para 3 and all work incidentals to the execution of the work detailed in Para 3 needs to be included in the unit rates in unit rates inclusive of all taxes applicable) to be quoted by the bidder in the Price Bid/Financial Bid/BOQ when Financial bids are invited from them.** It may be noted that no separate payment will be made in connection with any work which is incidental to the work mentioned in Para 3 of this document
17. Payment will be made in INR to Indian companies and in US Dollars to the overseas companies.
18. In the event that more than one bidder quotes equal L1 Rates, ITPO's decision on award of contract will be final and binding
19. Only online bids received as per tender documents will be considered. Tenders received through other modes like Fax/Email/Post or any other mode shall not be eligible for consideration. The tenders received after due time and date shall not be considered.
20. The bidder should not have been blacklisted 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.
21. The competent authority on behalf of CMD, ITPO 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.

22. 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.
23. The competent authority on behalf of CMD, ITPO 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.
24. The applicant may modify, substitute, or withdraw its proposal after submission prior to due date of submission of bids. No proposal shall be modified, substituted withdrawn by the applicant after the proposal due date. Any alteration / modification in the proposal or additional information or material supplied subsequent to the proposal due date, unless the same has been expressly sought for by the authority, shall be disregarded.
25. The tender shall remain open for acceptance for a period of 60 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.
26. **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 technical bid.**
27. On acceptance of the tender, the name of the authorized representative(s) of the selected agency who would be responsible for taking instructions from the team leader/member shall be communicated in writing. ITPO will not entertain any claim whatsoever in respect of the taxes (applicable, if any), if paid additionally by the selected agency. The bidding agency should, therefore, keep adequate provision for tax components (if any) in its bid price.
28. The selected agency shall comply with various local laws in the foreign country concerned and of the venue authority as may be applicable. The selected agency 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 venue authority concerned.

29. Work means work including execution of work, supply of materials, services and equipment etc. including mounting, dismantling, etc.
30. Agency will indemnify ITPO against any claims, loss, suit, liability or judgment suffered or likely to be suffered on whatsoever account
31. **Any observation of Embassy/CGI will be taken into account during the execution of each project.**
32. The submission of the bid means/implies that the agency submitting the bid is agreeing to provide the following management services:
 - a) Provision of alternate designs / color variations for all areas of venue and signage for selection by ITPO.
 - b) Bilingual (English/Hindi, Foreign language concerned) management staff must be available to handle enquiries from both ITPO and exhibitors.
 - c) Submission of all necessary documentation and application forms to concerned authorities for use of venue and approval of plans etc.
 - d) The agency shall maintain a functional site office/help desk of minimum 6 sqm or more for which nothing shall be paid to agency 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 at prevailing rates (MAI or Non MAI as the case may be).
33. The selected agency will submit the bills for releasing the payment. Besides the bill, a certificate on the company's letterhead duly signed by the authorised signatory as per the specimen language enclosed at Annexure IV the agency will ensure that soft and hard copies of evidences of all deliverables and report etc are submitted along with the bill.
34. All materials relating to design for printing of branding /fascia /etc. have to be approved by ITPO team before use.

6. SUBMISSION OF BIDS AND EVALUATION

- 6.1 In case the bidder requires any clarifications or further information, they may contact ITPO, Mr. Ravi Pareek, Sr. Manager, 9810237371 and Mr Sanjay Vashishtha, Manager, I.D mail svashishta@itpo.gov.in Mob.8750436238.
- 6.2 As only technical bid is being invited, hence, evaluation of technical bids will be made. Only those firms will be empanelled who have fulfilled the technical requirements / evaluation.
- 6.3 Bids received after the deadline of submission of application will not be considered or opened under any circumstances
- 6.4 It may be noted that conditional bids shall not be considered.
- 6.5 No modification or substitution of the submitted application/bid shall be allowed. Any 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 applicant/bidder
- 6.6 Any document received after the closing date and time shall not be accepted
- 6.7 Bidders are requested to refrain from any communication after submission of bid till the time of opening of the technical bid by the ITPO committee.
- 6.8 The comparative statement of technical bids will be made indicating qualifying criteria mentioned in the bid document declaring the company qualifying or not qualifying.
- 6.9 Only written queries will be entertained in pre bid meeting.

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.

Arbitration

In case of any dispute both the parties shall make all efforts to resolve by way of conciliation process. In the event of any doubt dispute of 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 provision 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 proceeding shall be English. The venue of the arbitration proceeding shall be the Office of ITPO, i.e.Pragati Maidan New Delhi.

Disclaimer

- A. The information contained in this Bid Document or subsequently provided to bidders, whether verbally or in documentary form or otherwise by or on behalf of ITPO's or by any of its employees, is provided to bidders on the terms and condition set-out in this Bid Document and such other terms and conditions subject to which such information is provided.
- B. The Bid Document is neither an agreement nor an offer by ITPO to the prospective or any other person. The purpose of this Bid document is to provide interested parties with information to assist in the formulation of their proposals for selection pursuant to this Bid. The assumptions, assessments, statement and information contained in this bid document may not be complete, accurate, adequate, or

correct and each bidder should conduct its own investigation and analysis and should check the accuracy, adequacy and information contained in this bid document and obtain independent advice from appropriate sources.

- C. ITPO, or its employee, no representation or warranty and shall have no liabilities to any person including any bidder, under any law, statute, rules and regulations or tort principles of restitution or unjust enrichment or otherwise of any loss, damages, cost of expense which may arise from or be incurred or suffered on account of anything contained in this bid or otherwise including the accuracy and adequacy, correctness, reliabilities or completeness of the bid and any assessment, assumption or information contained therein or deemed to form part of this Bid Document
- D. ITPO may in its absolute discretion, but without being under any obligation to do so, update or supplement the information, its assessments or assumption contained in the bid document. Such changes shall be intimated to all the bidders. In case of additional period for submission, if required due to such amendments, is necessitated the same shall be intimated to all the bidders.
- E. The issue of the bid document does not imply that ITPO is bound to select or to appoint any Bidder for the contract, and it reserves the right to reject or any of the bidders assigning any reason whatsoever.
- F. ITPO reserves the right not to proceed with the Bidding process at any time or stage without notice or liabilities and to reject any or all Bids without assigning any reasons whatsoever.

Jurisdiction

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

Contractor to indemnify Contractor/Agency shall indemnify, defend and hold ITPO and its officers/Officials harmless against any and all proceedings, actions losses, damages, expenses cost and third party claims whatsoever-whether financial or otherwise, including liability for payment of contributions/dues to EPFO/ESIC/Govt.department/local bodies/Statutory Authorities etc. Which ITPO may sustain, incur, suffer to be exposed to at any time during the subsistence of the Contract and subsequent thereto relating to the period of Contract, arising out of a breach by the Contractor/Agency, its sub-contractors, sub-agents, employees, etc of any of its obligations under the contract.

Confidentiality

Agency 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. Agency 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/termination/determination of the contract. ITPO shall take necessary legal and other remedial actions for infringement of this clause.

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 agency and /or their agents contractors subcontractors/employees etc. the agency 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. Agency shall indemnify ITPO against any such misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs and or any claims relating to infringement of any intellectual property rights committed by them/their agents/contractors/subcontractors/employees etc.ITPO shall take necessary legal and other remedial actions, as deemed fit, for such violations.

7 SAFETY CODE

Appropriate measures should be taken for safety of workmen for all works that form part of this tender to prevent any mishap to workers at place of work, including Fire Safety, Security, etc In case of any mishap the selected agency will be fully responsible for payment of all damages, compensation, etc.

9. AWARD OF WORK

In view to allot the job of a specific fair, ITPO, will float a limited Tenders among the empanelled agencies on QCBS basis (for three or more bids) the criteria of QCBS will be as follows:-

Presentation	-	50Marks
Financial Bid	-	50Marks
L-1	-	50Marks
L-2	-	40Marks
L-3	-	30Marks
L-4	-	20Marks
Rest all	-	10Marks

The bidder/party who attains maximum marks will be awarded the job.

8 TERMS OF PAYMENT

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

- i) 20% advance of the awarded work to be payable to the selected agency on the basis of tender terms, subject to production of advance bank guarantee (as per Annexure VII).
- ii) 40% of the payment of the awarded work or cumulative 60% of the awarded work in case agency has not availed 20% advance against bank guarantee. This payment will be processes for release upon handing over the constructed booths to ITPO officials/exhibitors as per approved allocation work.
- iii) Full and Final /balance 40% amount would be released pursuant to receipt of satisfactory report of the officer(s) deputed for the event and subject to submission of soft and hard copies of evidence of all deliverables and report etc. as envisaged along with the invoice. The invoice should be

submitted with complete break-up of each and every items along with unit rate.

- iv) Any variation in payment terms shall have the approval of ED/CMD, ITPO.
- b) The complete bill along with all documents should be submitted by agency within 15 days of completing the event.
- c) 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.
- d) **PERFORMANCE ASSURANCE** If performance of the agency is not found up to the mark or is less in any of the deliverables/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 that particular bid item as performance assurance at the time of making final payment. The deduction will be over and above the unit rate deduction for that particular shortfalls/reduction in the scope of work while awarding the work contract.

ANNEXURE - I

INDIA TRADE PROMOTION ORGANISATION

Empanelment of Agencies for Construction, decoration and allied services for trade fairs organised by ITPO or in which ITPO takes part as a participant in Asia, Africa, Europe, North America, Oceania, South America and Other parts of the world for the Financial Year 2022-23.(Further Extendable by Two Years)

Technical Bids for Construction, Decoration & Allied Services (Ref. Para 4 of the tender document)

Sl.No.	Title	Details	
	Eligibility Criteria		
1	COMPANY REGISTRATION CERTIFICATE		
a	Registration Certificate No.		
b	PAN No.		
c	GSTIN		
d	TIN No.		
e	Tax ID		

	Company Registration Certificate and other documents of information as applicable and copy of certificate/proof etc. must be attached. (Copies of TIN VAT/ GST/ PAN & TAX ID etc, as applicable to be attached) PS: The name of the tenderer should be same as per Registration Certificate / PAN card, and must be a legal registered entity.			
2	ANNUAL TURNOVER of last FYs : 	2017-18 	2018-19 	2019-20
Please attach certificate from Chartered Accountant or other documentary evidences to establish the turnover.				
3	Detail of past experience of construction and decoration of exhibitions. (Please refer clause under Eligibility criteria) (Please attach the list of the projects/clients/job orders with area, along with satisfactory completion certificate dully issued by the concerned department/Organisation etc with documentary proof etc.)			
4	Please provide slides of the presentation of India pavilion clearly showing the complete projection of India pavilion from different agencies. It must also show the complete 3D look of standard booth of 9sqm with complete display aids and furniture. The presentation should also show branding, graphics, buntings installation, hangings etc. in detail.			
	COMPANY PROFILE:			
5	NAME OF THE COMPANY (as per registration certificate & PAN Card copy attached with tender)			
6	Address			
7	Telephone Nos.			
8	Fax			
9	Email for official communication			
10	Name of CEO & Title			
	Name of the Nodal Contact Person with designation, telephone, mobile, email			
11	Local Contact/Representative details in India (for overseas applicants)			
12	Year of establishment			

13	Bank Details (name, account no., IFSC code, & branch address etc.)	
14	No. of Employees	
15	List of Enclosures Attached	
16	Whether Authorization letter in favour of signatory attached	
17	Any other additional information which you may like to give	
	EMD DETAILS	
18.	Company Name	
	Details of interest free Earnest Money Deposit (EMD) :	
	Amount (in figures)	
	Amount (in words)	
	DD / Wire Transfer /NEFT /RTGS	
	DD No. / UTR No.	
	Date	
	Bank Name	
	The draft of Earnest Money Deposit (EMD) has to be Physical and en-cashable. No guarantees or other bank authority letter shall be accepted. (refer clause 4.2)	

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. The name of the tendered is same as mentioned in the Registration Certificate & PAN card and is a registered legal entity in India in any of the country. The total numbers of pages including enclosures are.....

Date : _____ Signature of the Authorized
Representative
Place: _____ Name : _____
Company Seal

(Please attach Authorization letter for signatory)

Note:

- 1) Please number and sign each page of this tender document and enclose it with Annexure I.
- 2) Each document as shall be enclosed has to be signed and stamped.

