

240/ITPO/Finance/SFFS/2016
INDIA TRADE PROMOTION ORGANISATION
E-Tender Notice

Dated: 06.06.2016

Online bids are invited through two bid system for **On-line Bids for Construction, Decoration & allied services of India Pavilion at 62nd Summer Fancy Food Show, New York City (USA), June 26-June 28, 2016**. Manual bids shall not be accepted.
The detail of tender is as under.

1. The above work includes On-line Bids for Construction, Decoration & allied services of India Pavilion at 62nd Summer Fancy Food Show, New York City (USA), June 26-June 28, 2016.
2. The tender documents are available on our website www.indiatradefair.com (for reference only) & www.eprocure.gov.in and same can be downloaded. However, the documents required such as DD towards interest free Earnest money (Demand Draft should be in favour of India Trade Promotion Organisation, payable at New Delhi) should be deposited in Room number (Cash & Banking Section) before the close of time for submitting the e-tender. The contractor should have PAN Number, Service Tax Number and copy of Service Tax return/clearance certificate.
3. Tender documents may be downloaded from ITPO's web site www.indiatradefair.com (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.

INDICATIVE CRITICAL DATE SHEET

Published Date	06.06.2016
Bid Document Download Start Date	06.06.2016
Bid Submission Start Date	06.06.2016
Bid Submission End Date	09.06.2016 – 03.00 PM
Bid Opening Date	09.06.2016 – 03.30 PM

4. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderers/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>'. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
5. Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

7. Tenderer who has downloaded the tender from the 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 including downloaded price bid template in any manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with ITPO.

8. Intending tenderers are advised to visit again ITPO website www.indiatradefair.com and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

EMD Payment:

Earnest Money Deposit is to be deposited electronically by NEFT/RTGS in the account of ITPO at the below mentioned details or DD in favour of ITPO payable at New Delhi. Bidders are required to submit the details of EMD payment at the time of Bid Preparation.

BANK Details for EMD Payment through NEFT/RTGS:

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

The Hard Copy of original instruments in respect of earnest money, must

be delivered to **Mr. Aniket, Dy. Manager, Cash & Banking Section, India Trade Promotion Organisation, Pragati Maidan, New Delhi - 110001** on or before bid opening date/time as mentioned in critical date sheet. Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like DD/RTGS etc., against the submitted bid.

9. Bids will be opened as per date/time as mentioned in the **Tender Critical Date Sheet**. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated latter.

Submission of Tender"

The tender shall be submitted online in Three part", viz., EMD, technical bid and Financial bid.

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

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

Technical Bid

The following documents are to be furnished by the Contractor along with **Technical Bid** as per the tender document (As applicable):

- i) Scanned copy of appropriate value of valid registration certificate, experience certificate as per the tender notice, PAN No as specified in Annexure II of Tender documents.
- ii) Scanned copy of previous three years Income-tax / VAT tax return / latest VAT Clearance Certificate, TIN No, Certificate / Affidavit of partnership firm.
- iii) Scanned copy of audited Balance sheet of last three years, Partnership deed as per the tender documents.
- iv) Scanned Copy of Attested / True copy of Partnership deed as per the tender documents.
- v) Scanned copy of documents like Earnest Money Deposit.
- vi) Scanned copy of Tender Acceptance Letter(AnnexureV)

Financial Bid

- (a) Price bid undertaking
- (b) Schedule of price bid in the form of BOQ_XXXX .pdf (Annexure III).

FINANCIAL BID UNDERTAKING

From: (Full name and address of the Bidder) _____

To,

Dear Sir,

1. I submit the Price Bid for **“On-line Bids for Construction, Decoration & allied services of India Pavilion at 62nd Summer Fancy Food Show, New York City (USA), June 26-June 28, 2016”** and related activities as envisaged in the Bid document.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to work at the rates as indicated in the price Bid, Annexure III inclusive of all applicable taxes.

Authorized Signatory
(Signature of the Authorized Person)

Annexure: VI

Instructions for Online Bid Submission:

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

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

Sub:- On-line Bids for Construction, Decoration & allied services of India Pavilion at 62nd Summer Fancy Food Show, New York City (USA), June 26-June 28, 2016

1. INTRODUCTION

1.1 India Trade Promotion Organisation (ITPO) is the nodal agency of the Govt. 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, market surveys, etc.

2. About Summer Fancy Food Show

Specialty Food Association is the organizer of Summer Fancy Foods Show. The event is the largest marketplace for specialized foods and beverages in North America and in the 2015 edition 2,600 exhibitors from more than 50 countries presented their latest specialties, best-in-class foods and beverages, and products at the forefront of emerging trends.

2.1 ITPO is organising India’s participation in the event and has been allocated an area of 2200 sq. ft. in Level-3. The design plan of the construction to be got done by ITPO along with graphic work is attached. The scope of work as per the design plan, attached may vary. The address of the event , venue and dates etc are given below

Name of the fair/exhibition	Summer Fancy Food Show
Date of the Fair	June 26 – June 28, 2016
Venue	Jacob Javits Convention Center, New York City
Fair Organiser	Specialty Food Association
Gross area allotted to ITPO	2200 sq. ft.
Area required to be build up	1400 sq. ft. (as per design attached)

2.2 ITPO is inviting online bids from the interested companies for construction, decoration & allied services of area in the India Pavilion in the above Show indicated above.

3. SCOPE OF WORK

3.1 Out of the Gross area of 2200 sq ft allocated to ITPO by the Show Organiser area to be constructed by ITPO is **1400 sq ft** at Level-3.

3.2 The work will include booth construction of the Pavilion with pre fabricated systems such as Maxima or equivalent system etc of 3.5 mtr height in the front elevation of booths and stand construction with standard height of 2.5 mtr. with display props/furniture, lights, carpeting in booth area, power connections, podium, fascia with company name and stall number, title graphics as per specifications given in the drawing/lay out plan (attached). The Hall will be available as per fair authority’s guidelines and the work must be completed latest by 10 A.M. on June 25, 2016. The premises must be handed over to the Fair organizer in a neat and clean condition one day after the conclusion of the event as per the

guidelines of the Show Organizer/Venue Owner. Guidelines/Regulations of Jacob Javits Convention Centre, New York may please be seen at <https://www.specialtyfood.com/fancy-food-show> 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 C & D activities for the event on turnkey basis and on hire basis incorporating all elements including material handling, waste disposal etc. The cost to be incurred in getting these approvals is to be met by the agency. **No additional payments will be made for anything regarding arranging display of exhibits, construction materials, decoration material, flex printing including fascia, stall nos. etc, all needs to be incorporated within the price on full turnkey basis for settlement.**

- 3.3 Layout indicating the circulation plan and size of the booths is attached. The construction work has to be in accordance with this lay out plan.
- 3.4 Designs of standard booth size of 100 sq. ft. each indicating display aids and furniture, i.e. table, chairs, lockable counter, shelves, podium, 1 electric socket (5 amp), 1dustbin, stand lights (5 spot lights of 100 watt each in a booth of 100 sq. ft.), fascia and carpet in stand area are attached. The agency will provide the same as per details given in the plan drawings attached. The agency will also provide hall buntings as per plan attached.
- 3.5 The agency will undertake cleaning of the India Pavilion on daily basis and maintain cleaning throughout the exhibition period, prior to and after the exhibition period including removing of garbage bags in dust bins.
- 3.6 The agency will ensure presence of technical manpower onsite throughout the show for attending any complaint/contingency. The agency will fulfil all the statutory requirements like Workers' Compensation, Pay Roll Tax, Industrial Relations Act etc of the USA. The agency is required to follow work health and safety procedure/system in respect of all personnel engaged by them as per respective laws of USA.
- 3.7 The agency will provide new carpet inside the booth area as per the colour (gray) indicated in the layout plan.
- 3.8 The material such as wall panels, construction system, 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.
- 3.9 Fascia name and booth numbers have been indicated in the design plan. The corner booth will have 2 fascias.
- 3.10 It shall be the responsibility of the agency for making and fixing hangings at different locations as per the design attached and in accordance with the regulations of the fair

organiser.

- 3.11 Power supply and main electrical connection(s) will be arranged by agency with the organiser. 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.
- 3.12 The rates quoted will be for the whole duration of the event & include assembling, dismantling, drayage, material handling, transportation, maintenance, cleaning on the day before opening and daily thereafter including waste disposal and thereafter till the handing over the space in a neat condition to the fair authorities as per regulations of the fair organisers.
- 3.13 The Agency is also required to quote rates for optional items such window dresser/decorators, trolleys, furniture/display items including shelves, counters, showcase, podium, tables, chairs, LED TV etc. for use by ITPO or exhibitors in the India Pavilion directly.
- 3.14 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.
- 3.15 The approved agency will have to settle all the bills of the show organisers and other vendors before vacating the venue.
- 3.16 ITPO has right to change the display items in the specific booth, if required.

4. Eligibility Criteria

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

- 4.1 Must be a registered business entity/service provider in India/USA. Scanned copies of Registration No. of TAN/Direct tax/Income tax/Trade Tax/VAT/GST/PAN, etc. must be attached as applicable and should be indicated in the technical bids format.
- 4.2 Minimum annual turnover of Indian Rupees 20 Million 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 (legal/Government) 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 Interest free Earnest Money Deposit (EMD) in the form of DD/RTGS/NEFT is essential for the online 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 Online bids received as per bid document will be considered. Tenders received through other modes like Fax/physical format shall not be eligible for consideration. The tenders received after due time and date shall not be considered.
- 5.3 Online Bid values should be quoted in US\$ only inclusive of all taxes.
- 5.4 Interested eligible agency may submit their online bids as per Annexure with supporting documents including earnest money (EMD) of Indian Rupees 3.00 lakhs (Indian Rupees Three Lakhs Only) or US\$ 4400 (US Dollar Four Thousand Four Hundred only) in the form of a demand draft/RTGS/NEFT in favour of India Trade Promotion Organization payable at New Delhi and without EMD, the bid offer will be summarily rejected and the technical bids will not be opened. The EMD will be refunded to the unsuccessful bidder after the selection of the vendor. The EMD of the successful bidder will be treated as performance guarantee and 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. The proof of EMD must be attached with technical bids. The banking details of ITPO are as follows:

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

- 5.5 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 from any liability due to acts, omissions, faulty workmanship/services etc., related to the work.
- 5.6 The agency is required to sign each page of the bid documents by the authorized signatory and attach the scanned copy of the same. Authorization letter is to be attached. Validity of

the bid should be 60 days from the last day of submission of bids.

- 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 online 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. In such case, the tender would be rejected and their earnest money so deposited would be forfeited.
- 5.9 Agency will indemnify ITPO against any claims, loss, suit, liability or judgment suffered.
- 5.10 ITPO reserves the right to :
- Make minor changes in the Design plan.
 - Extend the deadline for the submission of online 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.

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

- 5.11 ITPO shall have the right to appoint different agencies envisaged in the offer.

6 SUBMISSION OF ONLINE BIDS

Online Bids shall be submitted by the bidder with supporting documents in the following manner. All the documents submitted in the bid, should be in English only, so that evaluation committee can understand easily.

Technical Bid:

(i) Proof of payment of Interest free Earnest Money Deposit (EMD) amount US Dollar 4400/- (US Dollar Four Thousand Four Hundred only) or Indian Rupees 3,00,000/- (Rupees Three Lakhs only) through RTGS/NEFT or Demand Draft / Bankers Cheque in favour of India Trade Promotion Organisation payable at New Delhi. Without EMD, the Technical & Financial bids will not be opened and summarily rejected.

(ii) Annexure-II duly filled in with supporting documents as per Clause No. 4.1, 4.2 & 4.3., it should be marked as “Technical Bid for Construction, decoration and allied services for Summer Fancy Food Show, New York(USA) June 26-28, 2016”.

Financial Bid

(iii) It should contain Annexure – III (Financial Bid) duly filled. It should be marked as “Financial Bid for Construction, decoration and allied services for Summer Fancy Food Show, New York (USA) June 26-28, 2016”.

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

The Bids will be opened as per schedule below:

Last date of submission of Online Bids : 9 June 2016 – 03.00 PM
Date of opening of Technical Bids : 9 June 2016 – 03.30 PM

- In case the bidder requires any clarifications or further information, please contact Mr. Aniket, Dy. Manager (Finance), Tel: 2337 1823 (direct), 23371540 ext. 219 Mobile
 - 09891103468, Email: aniket@itpo.gov.in.
- The evaluation of bids will be made in three stages – (i) EMD, (ii) Technical and (iii) Financial.
 - a. In case of non submission of Earnest Money by any Bidder, the 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, if they are present.
 - b. 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 ranking statement will be prepared and the selection of the vendor/agency will be done on the basis of L1 (lowest criteria).

- c. The unit rates being quoted for each individual item of furniture/display aids shall be considered final. The agency will not be permitted to charge more than that price for any of the items from any exhibitor at any stage. For making prior bookings the discount can however be given. The prices must be quoted inclusive of all taxes (services tax/consumption tax, etc. as applicable) so that ITPO can inform the exhibitors at which rate the extra display aids/item shall be available on site. For the additional items ordered by participant over and above ITPO's shell scheme, the C&D agency has to collect the payment from individual exhibitor directly. ITPO will not be responsible for any non-payment of such additional orders of the exhibitors if any.
- Online Bids received after the dead line of submission of application will not be considered or opened under any circumstances.
 - No conditional bids shall be considered.
 - Bids received through email/fax/physical shall not be considered.
 - 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 the 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

All matters of dispute arising out of this shall be governed by Indian law and subject to Court jurisdiction in New Delhi.

Both the parties shall make all effort to resolve any dispute by way of reconciliation. In the event of any question, dispute or difference arising under the agreement in connection therewith (except as to matters, the decision to which is specifically provided under this agreement) remains unresolved, the same shall be referred to sole arbitration of the CMD, ITPO and the decision given shall be binding on the parties. The provisions of Indian Arbitration & Conciliation Act 1996 shall apply on both the parties.

The venue of the arbitration proceeding shall be the office of ITPO or such other place as the CMD, ITPO may decide. Upon any and every reference as aforesaid, the assessment of costs and incidental expenses in the proceedings for the award shall be at the discretion of the CMD, ITPO.

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 submission of acceptable bank guarantee as per the enclosed format (Annexure-IV) in favour of India Trade Promotion Organisation for the similar amount. The validity of the bank guarantee should be upto 31st December, 2016. **(Please note, if the agency does not want advance payment, then there is no need to give this Bank Guarantee).**
- Balance amount would be released in Indian Rupees on completion of the event and satisfactory report of the officer deputed for the event after return to India. The conversion rate of US\$ and India Rupees prevailing on the date of payment shall be applied for making the balance payment.

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 decided by the competent authority will be retained by ITPO at the time of final payment.

INDIA TRADE PROMOTION ORGANISATION

Construction & Decoration work for ITPO at India Pavilion at Summer Fancy Food Show, New York, June 26 – June 28, 2016.

Technical Bid

Sl. No.	Title	Details		
Eligibility				
1.	Registration No. Tax/Income (TAN/Direct Tax/Trade/VAT/GST/PAN, etc. as may be applicable) (Please attach proof)			
2.	Annual Turnover (last three years) (Please attach Proof with certificate from Auditor or any other empowered Authority)	Year I (2012-13)	Year II (2013-14)	Year III (2014-15)
3.	Details of Past Experience (Please attach list of Projects/Clients)			
Company Profile				
4.	Name of the Company			
5.	Address			
6.	Telephone			
7.	Fax			
8.	E-mail			
9.	Name of CEO & Title			
10.	Bankers details with A/c No.			
11.	Year of Establishment			

12.	No. of employees	
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It is certified that all the above information is correct and valid on the date of submission of tender. We have numbered all the pages in this envelope. The name of the tenderer is same as mentioned in the registration certificate & PAN card and is a registered legal entity in India. All the information furnished above is true & correct. The total number of pages including those of enclosures are.....

DATE :

SIGNATURE OF AUTHORISED REPRESENTATIVE

Place :

NAME

COMPANY SEAL

(Please attach Authorization letter, if required)

Note: Each document as shall be enclosed has to be signed and stamped.

India Trade Promotion Organisation
Construction & Decoration work for ITPO at India Pavilion at Summer Fancy Food Show, New York, June 26- June 28, 2016

FINANCIAL BID

Name & address of the Agency	
---	--

Sl. No.	Description of Work as per layout plan and terms & condition of tender document	Total Bid Value of the complete work in US\$ including all taxes
1.	Attached	
In case scope/items of work varies , the additional payment/deduction in payment shall be regulated as per rated quoted under the Optional –I table.		

Optional- I			
S.No.	Item	Unit	Price in US\$
1	Shelves	Per unit	
2	Showcase (Glass Counter)	Per unit	
3	Podium	Per unit	
4	Table	Per unit	
5	Chair	Per unit	
6	Lockable Counter	Per Unit	
7	Spot Light 100 watt	Per Unit	
8	Cost of Standard booth of 100 sq ft Along with display props and furniture as per layout plan	Per Unit	
9	Carpet in stand /passage area	Per sq ft	
10	LED TV- 40-42 inch	Per Unit	
11	Sofa-2 seater	Per Unit	

12	Sofa-3 seater	Per Unit	
13	Refrigerator 165 ltr.	Per Unit	
14	Socket	Per Unit	
15	Electric kettle	Per Unit	

Please attach Catalogue/pictures/Photographs of the items. Item code of the furniture/display props as mentioned in the catalogue to be specified.

We undertake to abide by all the terms & conditions of the bid document. We will clear the dues of fair organizers if any services is availed from while executing the India pavilion at Summer Fancy Food Show, New York (USA) (June 26-28, 2016). We will keep the drawings and other information as made available safe and secret.

We indemnify ITPO against any claims, loss, suit, liability or judgment suffered or likely to be suffered on account of execution of the contract before, during and after the event.

Date:

Place:

Authorized Signatory (With Company Seal)

Name

Designation.....

PROFORMA FOR PERFORMANCE BANK GUARANTEE

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

To

The General Manager
Incharge SFFS-2016, New York (June 26-28, 2016)
India Trade Promotion Organisation,
Pragati Bhawan,
Pragati Maidan,
New Delhi - 110001

In consideration of the President of India acting through the India Trade Promotion Organisation (hereinafter referred to as 'the ITPO') having agreed to grant a licensee to M/s.....of(hereinafter called the "LICENSEE") for carrying out the work of **Construction, decoration and allied services for India Pavilion – Summer Fancy Food Show, New York (USA)** **June 2016 exhibition** on the terms and conditions contained in the said Bid Document, which, inter-alia, provides for production of a Bank Guarantee to the extent of US Dollar or INR (..... in words) for the service by way of security for the due observance and performance of the terms and conditions of the said license we.....(indicate the name and address and other particulars of the bank) (hereinafter referred to as 'the Bank') at the request of the LICENSEE hereby irrevocably and unconditionally guarantee to the ITPO that the Licensee shall render all necessary and efficient services which may be require to be rendered by the LICENSEE in connection with and /or for performance of the said LICENSEE and further guarantees that the service which shall be provided by the LICENSEE under the said Bid Document, shall be actually performed in accordance with terms and conditions of the Bid Document to the satisfaction of the ITPO.

2. We, the bank hereby undertake to pay to the ITPO an amount not exceeding Rupees /US Dollar(Rupees/US Dollaronly) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said LICENSEE of any of the terms and conditions contained in the said license.

3. We, the bank hereby, in pursuance of the terms of the said license, absolutely, irrevocably and unconditionally guarantee as primary obligee and not merely as surety the payment of an amount of Rupees/US Dollar..... (Rupees/US Dollar only) to the Authority to secure due and faithful performance by the LICENSEE of all his/their obligations under the said License.

4. We, the bank hereby also undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the ITPO stating that the amount claimed is due by way of loss or damage caused or would be caused to or suffered by the ITPO by reason of breach by the said LICENSEE of any of the terms or conditions contained in the said Bid Document or by reason of the LICENSEE's failure to perform any of its obligations under the said License.

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

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

(a) the Guarantee herein contained shall remain in full force and effect upto 31st December, 2016 from the date hereof and that it shall continue to be enforceable till all the dues of the Authority/ITPO and by virtue of the said License have been fully paid and its claims satisfied or discharged or till ITPO satisfies that the terms and conditions of the said license have been fully and properly carried out by the said LICENSEE and accordingly discharged this guarantee.

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

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

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

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

Date.....day..... for _____
(Name of the bank)

Witness:

1..... 2.....

Annexure: V

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.Tender

Reference No: _____

Name of Tender / Work:

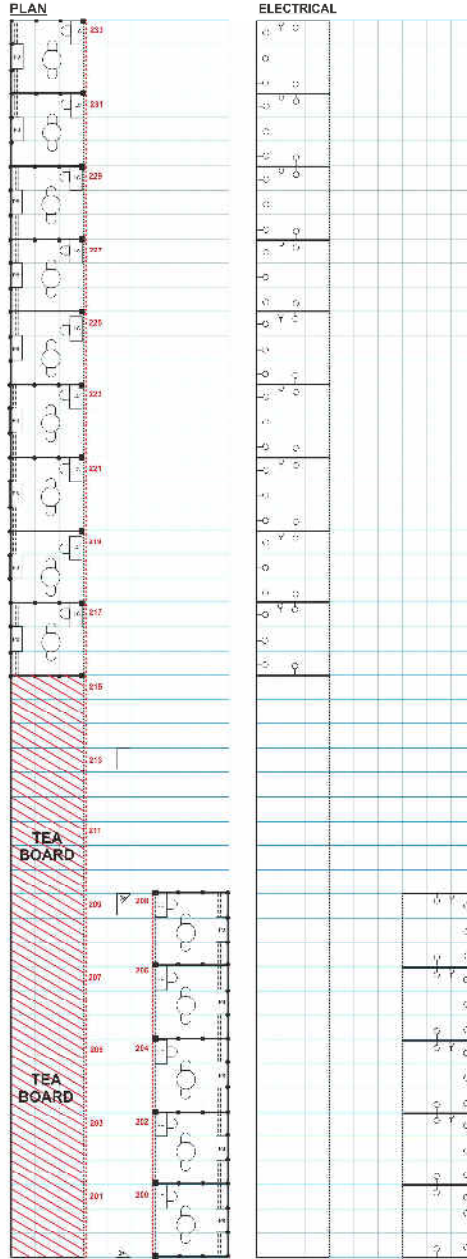
Dear Sir,

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 abide hereby by the terms / conditions / clauses contained therein.3. The corrigendum(s) issued from time to time by your department/ organisation 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 Firm 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 violated, then your department/ organisation shall without giving any notice or reason therefore or 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)



INDIA PAVILION

AT
 Summer Fancy Food Show
 June 26 - 28, 2016
 New York
 at Jacob K. Javits Convention Centre

- LEGEND**
- 4" X 4" SQUARE PROFILE (MAXIMUM) 1/4" X 3.5" MAX. W/ 1/4" GUT
 - ▲ VERTICAL PROFILE (MAXIMUM) 2.0" MAX. H/ 1/4" GUT
 - 1/4" R" ON PANEL
 - ADA
 - ADA 1111 (H/ 1/4" GUT)
 - TABLE + CHAIRS
 - LOCALS COUNTER
 - FOOD/BAK 12.00 X 30.00 FT H/ 30" T
 - SHELVES (THREE LEVELS)
 - ▨ BARE STAGE BOOKED BY TEA BOARD
- CEILING & ELECTRICAL PLAN**
- SPOT LIGHT (ON WALLS)
 - SINGLE PHASE SOCKET
- NOTE:** — CABINET (ON OLD) (ON WALL) (STAINLESS STEEL)
 — WASTE PAPER BASKET IN EACH BOOTH

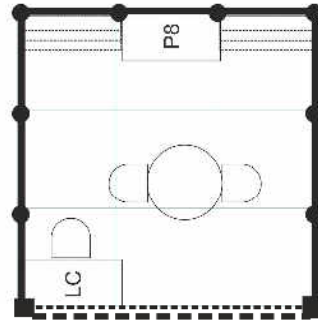
INDIA PAVILION

AT
 Summer Fancy Food Show
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 New York
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FRONT VIEW OF BOOTH



PLAN 100 SQ. FT



ELEVATION AT AA



1 MT X 3 MT DIGITAL PRINT PASTED ON SUN BOARD AS SHOWN IN BOOTH ELEVATION



INDIA PAVILION

AT
Summer Fancy Food Show
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HANGING BUNTING DIGITAL PRINT
1MT X 3 MT

Qty : 3