

No. ITPO/ITE-Israel/CnD/2018-19
INDIA TRADE PROMOTION ORGANISATION

Sub: Online bids for shipment, clearing/handling of exhibits/goods of companies participating in Indian Trade Exhibition (ITE) to be organised by India Trade Promotion Organisation (ITPO) in Israel in the year 2018-19.

The General Manager (Security), India Trade Promotion Organisation (ITPO), Pragati Bhawan, Pragati Maidan, New Delhi 110001 invites online tenders for the subject-cited work.

1. INTRODUCTION

India Trade Promotion Organisation (ITPO) is the premier agency of the Government of India for promoting trade. To meet its objectives, ITPO is engaged in organising fairs, exhibitions and conventions in India and abroad including participation in overseas trade fairs and organisation of exclusive Indian Trade Exhibition abroad.

2. ABOUT INDIAN TRADE EXHIBITIONS

ITPO organises exclusive Indian Trade Exhibitions at various locations throughout the world. One such exhibition is being organised in Tel Aviv (Israel), the details of which are:

S. No.	Name of the Event and Venue	Dates	Destination	Country
1.	Indian Trade Exhibition Expo Tel Aviv, Tel Aviv, Israel	February 11-14, 2019	Tel Aviv	Israel

- 2.1 ITPO proposes to provide shipment facility within the booth rental package to Indian exhibitors participating in this event for sending their exhibits from New Delhi/NCR to the respective booths in the exhibition centre "Expo Tel Aviv in Tel Aviv (Israel). One way shipment (onward) will be provided in this package.
- 2.2 The participants will be given the option of sending their shipment directly to the exhibition venue at their own cost and shall not be constrained to engage the agency hired through this tender.
- 2.3 ITPO targets participation of about 40-80 Indian companies in the event. However, the actual number of companies availing the shipment facility through ITPO will be known at a later stage. ITPO may cancel the above event, in case participation is not forthcoming from sufficient number of companies or due to unforeseen circumstances.
- 2.4 Besides, it is understood that most of the exhibiting companies will be participating for retail sale of their products of Indian origin. However, there may be business exhibitors who may only carry samples either through ITPO or at their own cost, in which case it may not avail the shipping facility provided by ITPO.
- 2.5 On-the-spot-sale (retail sale) may require assistance of a local entity as 'Importer-on-Record (IOR)'.
- 2.6 ITPO is inviting bids from the interested agencies worldwide for shipment of exhibits from India to the respective booths in the exhibition venue in Expo Tel Aviv (Israel).

3. SCOPE OF WORK

- 3.1 ITPO will bear the cost of shipment of exhibits from India to exhibition venue at Expo Tel Aviv (Israel), including sea-freight/air charges. However, the Customs Duty and VAT/VVAT/any such tax/duty applicable on the exhibits applicable as per local Custom/VAT authorities will not be borne by ITPO. The selected agency will recover Customs Duty and VAT from respective Indian company/exhibitor directly without any liability on the part of ITPO and deposit the same with the local authorities through a local entity i.e. Importer-on-Record (IOR).
- 3.2 The selected agency shall appoint an Indian company as the Exporter-on-Record, who will act as the consignor from India.
- 3.3 The selected agency will be responsible for appointing a local entity in Israel as 'Importer-on-Record', who will act as the consignee and complete all the formalities for retail sales by the participating companies during the currency of the event. Statutory compliance in India as well as in the foreign country concerned in all matters related to taxation and customs clearances/duties shall be the responsibility of the appointed agency, the Exporter-on-Record and the Importer on Record (IOR). The selected agency shall be solely liable for all acts of the 'Exporter-on-Record' and the 'Importer-on-Record' appointed by it.
- 3.4 ITPO will provide the list of approved companies with booth numbers to the selected agency along with details of area allotted to each company for each event.
- 3.5 The approved participants/exhibitors will hand-over their respective exhibits along with respective invoices and packing lists to the selected agency at their warehouse in Delhi/NCR by the pre-announced deadline.
- 3.6 *The exhibiting companies will forward their respective packing lists with the details of the exhibits to the selected agency under intimation to ITPO. The agency will scrutinise the list before sending its confirmation to ITPO, subsequent to which the ITPO officials will send a formal approval to the selected agency for admitting the goods of the exhibitor. It will be the responsibility of the selected agency to ensure that only goods of Indian origin are admitted in the shipment.*
- 3.7 The selected agency shall appoint a Govt. Approved Valuer who will issue a valuation certificate for the exhibits handed over to the selected agency for shipment.
- 3.8 The Consolidated Shipment of all the exhibits of the approved exhibitors received by the selected agency is required to be sent either by sea from India to Israel either in 40 ft or 20 ft container(s) as per the weight/volume of the consolidated exhibits or by air or any other befitting manner. ITPO will decide the mode of shipment – air or sea, as per quoted rate.
- 3.9 One Bill of Lading/AWB will be issued which will cover all the invoices of various exhibitors irrespective of number of exhibitors/invoices and the consignment would be treated as one consignment.
- 3.10 The selected agency is required to provide the details and proof of its warehouse(s) where the exhibits will be received from exhibitors. The cost of transportation of exhibits to the selected agency's warehouse in New Delhi/NCR will be borne by the exhibitors/participants.

- 3.11 The shipment facility to each company/organisation will have a weight/volume restriction based on the area allotted to it by ITPO. The weight-volume ceiling based on booth size is as below:

Booth Size (sq. mtr.)	Weigh/Volume Ceiling
6-8 sq. mtr.	135 kg subject to volume ceiling of 0.75 cubic meter
9-12 sq. mtr.	200 kg subject to volume ceiling of 1 cubic meter
13-17 sq. mtr.	300 kg subject to volume ceiling of 1.5 cubic meter
Larger booths	Pro-rata basis based on 9-12 sq. mtr. booth

- 3.12 The selected agency shall strictly adhere to the weight-volume ceilings prescribed in Para 3.11. Under no circumstances will the selected agency overshoot this ceiling. In case the selected agency violates the ceilings prescribed by ITPO, it will be acting beyond the scope of the terms of empanelment and a penalty shall be imposed on the selected as per the provision in Para 10 of this document. Further, the selected agency shall indemnify and make good the losses (tangible and intangible) suffered by ITPO due to such violation(s).
- 3.13 Based on the total weight/volume of the cargo received by the selected agency i.e. consolidated exhibits of all the participating companies, the agency will use the most optimum/economical mode of shipment out of 40 ft. container or 20 ft. container after approval from ITPO.
- 3.14 The selected agency will adhere to all rules and regulations applicable both in India and Israel and ensure that the consolidated shipment does not face any problem due to non-adherence of any rule / regulation and reaches its destination on time. The exhibits must be delivered at the booths of the respective participants at above mentioned events **at least 48 hours before** the start of the event *in pristine condition*.
- 3.15 The selected agency is also required to keep a watch on the consignments being taken from the Indian participating companies to ensure that the items being sent are strictly of Indian origin and reasonably invoiced to avoid the possibility of under-invoicing.
- 3.16 The selected agency will provide the complete details of Custom Duties, VAT and/or any other tax(s) applicable in Israel to ITPO as well as to all the approved participants in advance along with the list of banned items for import in Israel. The agency will ensure that no consignment is received by it from exhibitors containing items which are banned in Israel for import.
- 3.17 As stated above, Customs duties, VAT, (anti-dumping duty, excise etc, if applicable) as per local Laws will be recovered by the selected agency directly from respective exhibitors and paid to Govt. Departments in Israel. The selected agency will ensure receipt/payment of all admissible taxes i.e. Customs duty/VAT/etc. to Govt. Authorities in Israel without any liability on ITPO. As many of the exhibitors participating in the fairs will be making retails sales of their exhibits at the event, the selected agency along with the Importer-On-Record will ensure that Customs/VAT formalities with the Govt. Departments in Israel are done in time (well before the start of the event) so that retail sale may be made by the exhibitors at the event without any hindrance.
- 3.18 The Importer-on-Record (IOR) will be responsible for the following:

- a. Completing all statutory formalities, including payment of advance sales tax/VAT, etc. to local government authorities and obtaining permissions from them for uninterrupted sales during the exhibitions.
 - b. Depositing all taxes related to sale taking place during the exhibition to the government authorities in Israel.
 - c. The tax component will be collected by the IOR directly from exhibitors and deposited to the tax authorities in Israel. The following two options will be given to the exhibitors:-
 - i. Pay lump sum amount calculated for the entire duration of the exhibition at the **“per day per exhibitor rate”** calculated from the rate quoted by the selected agency in the BOQ/Price Bid.
 - ii. Alternatively, an exhibitor may pay tax on the estimated value of sales arrived at by the selected agency based on the total value of the exhibits, as per the packing list and certified by the Govt. Approved Valuer appointed by the selected agency for the purpose.
 - d. In case an exhibitor opts out of the shipment facility but wishes to sell exhibits carried through means other than that provided by ITPO, the IOR will collect the facilitation fee from such exhibitors at the predetermined rate quoted at Sr.No. 5 of the Financial Bid/BOQ/Price Bid.
 - e. It will be the responsibility of the Importer-on-Record / selected agency to ensure that the products of no exhibitor are admitted into the venue without paying the requisite taxes applicable on anticipated sales of those products at either of the two rates detailed at 3.18(c)(i) or 3.18(c)(ii).
- 3.19 In case, some of the companies are sending their samples to Israel (e.g. machinery, equipment, garments, jewellery, etc.) and would definitely go for return of these exhibits to India after conclusion of the event and accordingly not like to pay any customs/VAT for their samples, the charges for return shipment must be negotiated in advance with respective exhibitors as **ITPO is NOT offering the facility of return shipment in the participation charges.**
- 3.20 The selected agency will ensure refund of Custom Duties/VAT to Indian companies for all goods/exhibits being returned to India after the event subject to ATA Carnet being arranged by the respective Indian companies from FICCI, etc.
- 3.21 The selected agency will ensure clearance of payment to all its vendors, Importer-on-Record and Exporter-on-Record on account of services availed by it for the above project.
- 3.22 The selected agency will ensure presence of its representative(s) at exhibition centre of the event at least four days before the event and till two days after the event to ensure smooth delivery of services to the exhibitors/visitors and for coordination with team ITPO.
- 3.23 The selected agency is required to provide the complete name and contact details of its counterpart/IOR and EOR in India and in Israel.**
- 3.24 The selected agency will ensure credentials of the Exporter-on-Record and Importer-on-Record to avoid any litigation on account of non-compliance, etc. either in India or Israel. ITPO will not be responsible for any non-compliance of rules, inconvenience

and loss/damage, if any, that may be suffered by the selected agency on account of non-performance by the IOR/EOR.

- 3.25 The selected agency will also need to appoint a local company in India, if there is a need, for completing the formalities of local taxes/documentation in India.
- 3.26 The selected agency will take adequate Insurance Cover for all exhibits. The selected agency will ensure inspection by Insurance surveyor, in case of any damage to the exhibits.
- 3.27 The agency will submit its price bids for the tendered work only in the spreadsheet BOQ given along with this tender document. (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)
- 3.28 It may be noted that the prescribed quantities are only for the purpose of ascertaining L1, i.e. the lowest bidder. The work will be awarded based on actual requirement, subject to budgetary provision.
- 3.29 The above quotes will cover all charges in India and Israel including Transportation charges from Ex-warehouse in India to Port in India, Loading/ Unloading/ Stuffing/ Port Charges, Fumigation, Insurance, Sea-Freight, Customs Inspection/Clearance, Haulage charges, Customs Broker fee, demurrage, Documentation charges, Survey, B/L fees, Agency fees, Arrival charges at Israel, Consolidation charges, Transportation Charges, delivery of exhibits at respective booths at the exhibition venue, Storage of empties or any other charges not specified here.
- 3.30 The selected agency will arrange for storage of Empties at its Local Warehouse in destination city and bring back the empties to the venue on the evening of closing of event.
- 3.31 As the approved companies will hand over their exhibits to the selected agency at its warehouse in India, the agency is required to indicate the latest possible date for handing over of exhibits by the exhibitors to ensure that exhibitors are able to take advantage of the shipment facility.
- 3.32 The approved agency will be responsible to have sufficient manpower and equipment at site for delivering and taking back the exhibits from the booths of respective companies.
- 3.33 The agency will ensure the return of the shipment to its warehouse in Delhi/NCR, if any, within 120 days of the conclusion of the event and payment towards return shipment will be collected directly from the companies/organisations.
- 3.34 The selected agency, along with the Importer-on-Record, will ensure collection of Customs Duty/VAT/VVAT, etc. directly from participating companies in advance and deposit with Israel authorities accordingly.

4. ELIGIBILITY CRITERIA

The bidders must fulfil the following eligibility criteria and submit self-attested and stamped documentary proof of fulfilment of each of the criteria listed below. The technical documents need to be forwarded in the format prescribed at annexure II of this tender document.

- 4.1 Valid CHA license (Number to be mentioned in the format attached and copy to be enclosed).**
- 4.2 Company Registration, GSTIN and PAN (Numbers to be mentioned in the format attached and self-attested stamped copies of certificates to be enclosed).
- 4.3 Minimum average annual financial turnover of not less than INR Ten Million only in last 3 years for Indian companies and US Dollar 140000.00 for foreign companies. **(CA Certificate in original to be submitted as evidence).**
- 4.4 Minimum of three years experience in shipping (including intermodal freight transport), handling and clearing of exhibition cargo in India and Israel. **Proof of three years experience in the form of self-attested copies of work completion certificates for such work executed in Israel in the last three financial years to be attached with the bid.** List of major events where Shipping/Handling/Clearing of exhibits handled in India and abroad undertaken and clients with whom the agency has worked in the past must be attached.
- 4.5 The bidding agency must have an associate/counterpart in Israel. The counterpart should be a legal business entity duly registered in Israel. Proof of ongoing jointly signed tie-up letter/joint venture document/partnership agreement/etc. must be submitted along with the technical documents.
- 4.6 The bidding agency must have warehouse facilities in New Delhi/NCR, The agency must submit proof of such facilities bearing address(es) of the same.
- 4.7 The agency must submit the proof of tie-up, registration details, PAN, GSTIN, tax registration details, etc. of the Exporter-on-Record (EOR) and Importer-on-Record (IOR). The EOR must be registered in India and the IOR must be a registered entity in Israel. The agency must submit complete details of the authorised representative of the Exporter-on-Record and Importer-on-Record, including designation, contact number, email address(es), etc.
- 4.8 The bidding agency will be required to submit Earnest Money of Rupees One Lakh Only (for Indian Bidders) OR USD 1400.00 (for overseas bidders) in the form of Demand Draft/NEFT/Wire Transfer. The Earnest Money Deposit (EMD) is essential for the bid without which the bid offer will be rejected. **Proof of submission of EMD to be submitted along with the bid.** The original instrument needs to be submitted in ITPO Office before the last date of submission of bids. The bank details of ITPO are as follows:

For Indian Bidders

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

PAN NO.	:	AAATI2955C
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For Overseas bidders

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

4.9 Foreign companies desirous of participating in the tender are required to fulfil the following criteria in addition to the criteria listed from Para 4.3 to 4.8:-

- a. The company should be a registered business entity in the foreign country concerned. Proof of registration must be submitted.
- b. The foreign company must have an Indian counterpart/partner, duly registered in India and possessing a valid CHA license, PAN / GSTIN, etc. as per the details given in Para 4.1 and 4.2. The company must submit proof of partnership with the Indian company, along with the registration certificate, CHA license certificate, PAN, GSTIN, etc. of the Indian counterpart.

5. TERMS AND CONDITIONS

5.1 The present tender is intended for the Indian Trade Exhibition to be organised by ITPO in Israel. The empanelment for the project will be made by the respective Fair Team. However, the empanelment does not confer any right on the selected agency to claim work award.

5.2 The agency which quotes the lowest rate shall be empanelled.

5.3 The bids received without EMD will be summarily rejected and the financial bids of such companies will not be opened. The EMD will be refunded to the unsuccessful bidder(s) after the selection of the vendor/agency. The EMD will be refunded to the successful bidder only after completion of the contract period satisfactorily.

5.4 Performance Guarantee/Security Deposit

- a) The respective Fair Team shall award the work to the agency upon receipt of Performance Guarantee @ 10% of the value of the work being awarded.
- b) This guarantee shall be in the form of Bank Guarantee (**in the format given at Annexure III**)/Demand Draft/NEFT/RTGS/Wire Transfer/Fixed Deposit Receipt (FDR) of any scheduled bank. The performance guarantee shall be valid up to three months from the date of conclusion of the exhibition. The security deposit/performance guarantee obtained shall be returned without any interest after three months of satisfactory completion of the work.
- c) In the event of the agency, to which the contract is awarded, rendering itself liable to action under relevant clause, ITPO shall have powers of determination of the

- contract. Termination notice given in writing to the agency under the hand of the General Manager (FS-I), shall be conclusive evidence for enforcement of this clause.
- 5.5 The selected agency will ensure that the shipment complete in all respects reaches the exhibition venue at least 48 hours prior to the start of the exhibition after fulfilling all documentation to the satisfaction of the customs and local tax authorities in Israel. 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 selected agency which has failed to execute the work.
 - b) The Performance Guarantee (PG) and the Earnest Money deposited by the agency shall be forfeited.
 - c) The agency may be debarred from participating any of the tenders of ITPO for a period of two years.
- 5.6 Inability of the selected agency to fulfil the requirements of the contract detailed in this document, and as supplied from time-to-time by ITPO for each exhibition, will amount to breach of contract. ITPO will be at liberty to invoke the Performance Guarantee and forfeit the security deposit referred to in Para 5.4 and the earnest money upon breach of contract by the appointed agency. It shall be the sole responsibility of the Agency to ensure that all activities undertaken by it for ITPO are in accordance with the laws of the land where the fair/exhibition is being held.
- 5.7 The selected agency will work under the directions and guidance of the ITPO and the Embassy of India / High Commission. It shall be the sole responsibility of the Agency to ensure all activities undertaken by them for ITPO are in accordance with the law of land where the exhibition will be held.
- 5.8 The bidders are required to quote their rates in the price bid format given along with this tender document. The bidders will not modify the price bid format in any manner. The rates should be quoted in US Dollars inclusive of all taxes applicable (if any).
- 5.9 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 V. The agency will ensure that soft and hard copies of evidences of all deliverables and report etc. are submitted along with the bill.
- 5.10 Agency will ensure that the manpower engaged for Event/jobs should be in line with the local laws. Further, submission of the bid implies that the Agency indemnifies ITPO against any claim(s) whatsoever.
- 5.11 The Agency is required to upload all bid documents (including Annexures, enclosures, etc.) duly stamped and signed by the authorized signatory. Authorisation letter in favour of the signatory is to be enclosed along with the technical bid.
- 5.12 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.
- 5.13 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

fulfilment of the eligibility criteria, if deemed necessary.

- 5.14 ITPO reserves the right to appoint different agencies for different services envisaged in the tender.
- 5.15 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.
- 5.16 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, if at any time, if it is determined that the Applicant/Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- 5.17 Agency will indemnify ITPO against any claims, loss, suit, liability or judgment suffered or likely to be suffered.
- 5.18 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 or cancel the tender altogether.
 - 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.
 - e) ITPO shall also not be responsible for any damage or loss caused or arising out of aforesaid action.
 - f) 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.
 - g) ITPO may not use some of the services for which rates have been invited.
- 5.19 For interpretation of any clause of this document, the decision of ITPO would be final and binding on the bidder.
- 5.20 The Fair Team from ITPO will issue work orders for the exhibition on need basis, subject to budgetary provision.
- 5.21 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 at Annexure IV.
- 5.22 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 incidental to the execution of the work detailed in Para 3 needs to be included in the rates to be quoted by the bidder in the Price Bid/Financial Bid/BOQ. 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.
- 5.23 Payment will be made in Indian Rupees to Indian companies and in US Dollars to the

overseas companies.

- 5.24 In the event that more than one bidder quotes equal L1 Rate, ITPO's decision on award of contract will be final and binding.
- 5.25 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.
- 5.26 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.
- 5.27 The competent authority on behalf of CMD reserves the right to reject any or all the tenders received without assigning any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition, including that of conditional rebate, is put forth by the bidder shall be summarily rejected.
- 5.28 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.
- 5.29 The competent authority on behalf of CMD reserves to himself the right of accepting the whole or any part of the tender and the bidder shall be bound to perform the same at the rate quoted.
- 5.30 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.
- 5.31 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.
- 5.32 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.
- 5.33 On acceptance of the tender, the name of the authorised representative(s) of the selected agency who would be responsible for taking instructions from the team leader/member(s) from ITPO shall be communicated in writing.
- 5.34 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.
- 5.35 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.

- 5.36 'Work' means work including all shipping relating work as per the scope of work detailed in Para 3 of this document and all work incidental to it, compliance of all rules and regulations including labour laws, receipt and payment of taxes, etc.
- 5.37 Agency will indemnify ITPO against any claims, loss, suit, liability or judgment suffered or likely to be suffered on whatsoever account in connection with the execution of the awarded work.
- 5.38 Any observation of Embassy/CGI will be taken into account during the execution of each project.
- 5.39 The agency shall maintain a functional site office/help desk at the venue from the first day of the start of construction/mounting till the end of the fair for which space will be provided by ITPO/venue authority.
- 5.40 Interested eligible agencies may submit their online Technical and Financial bids as per Annexure I, II, IV and BOQ/Price bid (in spreadsheet format) provided separately, respectively with supporting documents including proof of Earnest Money (EMD) submitted in ITPO.
- 5.41 Only the bids received online through the CPP Portal as per bid document will be considered. Tenders received through other modes like Fax/post/etc. shall not be considered. The tenders received after due time and date shall not be considered.
- 5.42 Misrepresentation of facts/withdrawals of bids will lead to forfeiture of earnest money.
- 5.43 The agency is required to submit bid documents duly numbered and signed (each page) by the authorized signatory and attach the scanned copy of the same. Authorization letter in respect of the authorized signatory is to be attached.
- 5.44 For the exhibits received by the selected agency at its warehouse in India, and non-delivery of the same on time at the exhibition site to the respective exhibitor, the agency shall be liable for settlement of any claim(s) raised by such exhibitor(s) to ITPO to this effect.
- 5.45 The selected agency shall notify and seek approval of ITPO before changing the Importer-on-Record.
- 5.46 The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, failing which the tender will not be accepted. It may be noted that the quantities prescribed in the BOQ are only for the purpose of ascertaining L1, i.e. the lowest bidder. The work will be awarded based on actual requirement, subject to budgetary provision.

6. SUBMISSION OF BIDS

- 6.1 Online Bids shall be submitted on the Central Public Procurement (CPP) Portal by the bidder with supporting documents. All the documents submitted in the bid, should be in English only. The bids are being invited in the two-bid system.

I. Technical Bid [including Earnest Money Deposit (EMD)]:

- a) Proof of payment of Interest free Earnest Money Deposit amount of Indian Rupees 1,00,000/- (Rupees One Lakh only) for Indian bidders and USD 1400.00 for overseas bidders through RTGS/NEFT/Wire Transfer or Demand Draft/ Bankers Cheque in favour of "India Trade Promotion Organisation" payable at New Delhi. Without EMD, the Technical and Financial bids will be summarily rejected.
- b) (ii) Annexure-II duly filled in with supporting documents as per Para No. 4, it should be marked as "as "Technical Bid for Shipment of Exhibits for Indian Trade Exhibition at Tel Aviv, Israel"

II. Financial Bid

- a) It should contain the BOQ as per the format provided on the Central Public Procurement (CPP) Portal only.
- 6.2 The name of the bidder should be clearly written with full address, Tel. nos., E-mail.
- 6.3 The Bids will be opened as per schedule below:

Online bid submission starts	3 PM on 17.11.2018
Online Bid submission closes	3 PM on 30.11.2018
Opening of technical bids	3 PM on 01.12.2018

- 6.4 The evaluation of bids will be made in two stages – (i) Technical and (ii) Financial.
- 6.5 In case of non-submission of Earnest Money by any Bidder, the Technical Bid shall not be processed under 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.
- 6.6 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).
- 6.7 No conditional bids shall be considered.
- 6.8 Bids received through email/fax/physical shall not be considered.
- 6.9 The Earnest Money Deposit (EMD) must be delivered to Mr. Praful S. Nair, Deputy Manager (FS-I), Room No. 112, New Building Near Hall No. 7FGH, New Delhi 110001, before the bid opening time.
- 6.10 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.

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

Both the party shall make all effort to resolve any dispute by way of conciliation. In the event of any question, dispute or difference arising under the agreement in connection therewith (except as to matters, the decision to which is specifically provided under this agreement) remains unresolved; the same shall be referred to the CMD, ITPO for appointment of sole arbitrator. The provisions of Indian Arbitration & Conciliation Act 1996, as amended from time to time, shall apply on both the parties. The venue of the arbitration proceeding shall be the office of ITPO. Upon any and every reference as aforesaid, the assessment of costs and incidental expenses in the proceedings for the award shall be at the discretion of the sole arbitrator. All matters of dispute arising out of this shall be governed by Indian law and subject to Court jurisdiction in New Delhi.

9. TERMS OF PAYMENT

- a. Payment to the selected agency will be made as per following schedule:
 - i. 80 per cent of quoted amount will be released after successful conclusion of event.
 - ii. 20 per cent of quoted amount will be released after returning of exhibits to the companies participating for B-2-B purpose.
 - iii. Payment will be processed and paid from ITPO HQ in Delhi after receipt of invoice and other deliverables.
- b. Advance of 20 percent of the value of work awarded may be considered, subject to production of advance bank guarantee (as per Annexure VI).
- c. The complete bill along with all documents should be submitted by agency within 30 days of completing the event.
- d. 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.

10. PERFORMANCE ASSURANCE

If performance of the agency is not found up to the mark or is less in any of the deliverances/the measurable outputs/agreed deliverables or otherwise less than envisaged as per the scope of work mentioned herein, then ITPO may deduct up to 20% of the total

bid value as performance assurance at the time of making final payment. The deduction will be over and above the unit rate deduction for those particular shortfalls / reduction in the scope of work while awarding the work contract. The decision of the Project Leader shall be final and binding in the matter.

**INDIA TRADE PROMOTION ORGANISATION
FAIR SERVICES – I DIVISION**

Details of Earnest Money Deposit for “Online Bids for Shipment including clearing/handling of exhibits/goods of companies participating in Indian Trade Exhibition to be organised by India Trade Promotion Organisation (ITPO) in Israel in FY 2018-19”

Sl. No.	Title	Details
1.	Name and address of the company	
EMD		
2.	Details of interest free Earnest Money Deposit (EMD) . The demand draft of Earnest Money Deposit (EMD) has to be physical and encashable. No guarantees or other bank authority letter shall be accepted. (Please refer Para 4.8 of Eligibility Criteria)	Amount : Wire Transfer/NEFT/RTGS Details/Demand Draft No. : Date : Bank Name :

DATE:

SIGNATURE OF AUTHORISED REPRESENTATIVE

Place:

NAME

COMPANY SEAL

(Please attach Authorization letter for signatory)

INDIA TRADE PROMOTION ORGANISATION

Format for submission of Technical Bid in respect of “Online Bids for Shipment including clearing/handling of exhibits/goods of companies participating in Indian Trade Exhibition to be organised by India Trade Promotion Organisation (ITPO) in Israel in FY 2018-19”

Name and address of the Bidder				
S.No.	Particulars	Details		
1.	CHA License Number (Please attach self-attested copy of the CHA Licence number) Please refer to Para 4.1 of Eligibility Criteria In case of foreign companies, please provide the CHA License Number, etc. of the Indian counterpart/partner, as per the details given in Para 4.9			
2.	Registration No. (GSTIN / PAN / VAT / GST / Service Tax, etc. as may be applicable) (Please attach proofs)			
3.	Annual turnover (last three years) (Please attach CA Certificate in original certifying turnover) Please refer to Para 4.3 of Eligibility Criteria	Year I (2015-16)	Year II (2016-17)	Year III (2017-18)
4.	Details of Past Experience Please refer Para 4.4 of Eligibility (Please attach self-attested and stamped copies of work completion certificates and list of Projects/Clients)			
5.	EMD Details	Amount: DD No. / NEFT UTR No./ Wire transfer Details: Date: Bank Name:		

6.	Address of Warehouse in Delhi/ NCR. (Documentary proof to be submitted along with Technical Documents)	
7	Details of Counterpart in Israel with complete address, telephone number, email, website and name of Official Representative	
8	Details of Local entity in Israel as 'Importer-on-Record' and their Tax ID etc. Please refer to Para 4.7 of the tender document. [A Brief may be attached along with agreement]	
9	Details of Local entity in India as 'Exporter-on-Record' and their Tax ID etc. Please refer to Para 4.7 of the tender document. [A Brief may be attached along with agreement]	
10	LAST DATE for Handing over of Exhibits by participating companies at Warehouse in Delhi/NCR	
11	Name and address of the Indian counterpart as per Para 4.9 of the tender document (Only for foreign bidders) (Please provide the proof as detailed in Para 4.9)	

Bidding Company Profile

11	Name of the Company	
12	Address	
13	Telephone	
14	Fax	
15	E-mail	

16	Name of the key executive with title	
17	Bankers details with A/c No.	
18	Year of Establishment	
19	No. of employees	

We hereby declare that our organisation has no pending/ongoing dispute(s) with ITPO or agent(s)/sub-agent(s) duly appointed by ITPO (in a matter concerning ITPO) in India or in Israel.

Date :
Place :

SIGNATURE OF AUTHORISED REPRESENTATIVE
NAME
COMPANY SEAL

(Please attach Authorization letter for signatory)

BANK GUARANTEE BOND FOR PERFORMANCE GUARANTEE

(To be executed on non-judicial stamp paper)

To

The General Manager
India Trade Promotion Organisation,
Pragati Bhawan,
Pragati Maidan,
New Delhi - 110001

Dear Sir/Madam,

Sub: Your Contract No. _____ dated _____
for _____

1. The India Trade Promotion Organisation (hereinafter referred to as 'the ITPO') has agreed to grant a contract to M/s. of (hereinafter called the "Selected Agency") for carrying out the work of undertaking shipment, clearing/handling of exhibits/goods of companies participating in Indian Trade Exhibition to be organised by India Trade Promotion Organisation (ITPO) in Israel in the year 2018-19, on the terms and conditions contained in the said Bid Document.
2. In accordance with the terms of said contract the contractor has undertaken to produce a bank guarantee for USD / Rs. _____ (US Dollars / Rupees _____ only) being 10 % of the value of the said services to be rendered to the ITPO, for the due fulfillment of its obligations for due performance as per the contract.
3. In consideration thereof, we hereby expressly, irrevocably and unconditionally undertake and guarantee as principal obligor on behalf of the selected agency that in the event that the ITPO submits a written demand to us that the selected agency has not performed according to the contractual obligations included in the said contract, we will pay you on written demand, without demur and without reference to the contractor any sum up to a maximum amount of USD / Rs. _____ (US Dollars / Rupees _____ only). Your demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. Payment by us to you will be made within thirty (30) days from receipt of your written request making reference to this guarantee and on demand.
4. We, the bank, do hereby declare and agree that:

(a) the Guarantee herein contained shall remain in full force and effect for a period of one year from the date hereof and that it shall continue to be enforceable till all the dues of the ITPO and by virtue of the said contract have been fully paid and its claims satisfied or discharged or till ITPO satisfies that the terms and conditions of the said

contract have been fully and properly carried out by the said selected agency 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 contract or to extend time of performance of any obligations by the said selected agency 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 selected agency and to forbear or to enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any variation or extension being granted to the said selected agency or forbearance act or omission on the part of the ITPO or any indulgence by the ITPO to the said selected agency 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 selected agency 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 selected agency.

5. We, the bank, do hereby agree that the decision of the ITPO as to whether the selected agency has failed to or neglected to perform or discharge its 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 contract and as to the amount payable to the ITPO by the Bank hereunder shall be final and binding on the Bank.
6. This guarantee shall not be revoked without your express consent and shall not be affected by your granting any indulgence to the selected agency, which shall include but not be limited to postponement from time to time of the exercise of any powers vested in you or any right which you may have against the selected agency and to exercise the same in any manner at any time and either to forbear or to enforce any covenant contained or implied in the said contract or any other course or remedy or security available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising any of your rights with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on your part or any other indulgence shown by you or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving our Bank from its obligation under this guarantee.
7. Notwithstanding anything herein contained, our liability under this guarantee is restricted to USD / Rs. _____ (US Dollars / Rupees _____ only) and the guarantee shall remain in force up to and including the _____ day of being reported to us by you and returned to us duly discharged.
8. Unless a demand or claim under this guarantee is made on us in writing on or before the aforesaid expiry date as provided above or unless this guarantee is extended by us all your rights under this guarantee shall be proscribed and we shall be discharged from the liabilities hereunder.

9. This guarantee shall not be affected by any change in the constitution of our Bank or of the selected agency or for any other reason whatsoever.

Date:

Sd.....

Place:

Bankers

Seal of the Bank

Witness:

1.

2.

(On company's letterhead)

Online Bids for Shipment including clearing/handling of exhibits/goods of companies participating in Indian Trade Exhibition to be organised by India Trade Promotion Organisation (ITPO) in Israel in FY 2018-19

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

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

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

A sum of Rs.....has been deposited in cash/demand draft of a scheduled bank as earnest money. I/we agree that the CMD, ITPO or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence work as specified, I/we agree that CMD, ITPO or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon ordered, up to maximum of the percentage mentioned and those in excess of that limit at the rates to be determined in accordance with the provision contained in tender form.

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

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

Dated

**Signature of Contractor
Postal Address:**

**Witness:
Address:
Occupation:**

Annexure V

(On company's letterhead)

Dated.....

To,
The General Manager
Fair Services – I Division
India Trade Promotion Organisation,
New Delhi-110001

Sub: **Certificate of Authenticity/Genuineness**

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

Dear Sir,

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

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

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

Thanking you,

Yours sincerely,

Date:

Place:

Authorized Signatory

PROFORMA FOR ADVANCE BANK GUARANTEE

(To be executed on non-judicial stamp paper)

(To be given only if the agency wants to avail of advance of 20% amount of the bid. This can be given subsequently after the award of work/contract)

To

The General Manager
India Trade Promotion Organisation,
Pragati Bhawan,
Pragati Maidan,
New Delhi - 110001

1. The India Trade Promotion Organisation, Pragati Bhawan, Pragati Maidan, New Delhi 110001 (hereinafter referred to as 'the ITPO') having agreed to grant a contract to M/s..... of (hereinafter called the "SELECTED AGENCY") for carrying out the work of shipment, clearing/handling of exhibits/goods of companies participating in Indian Trade Exhibitions to be organised by India Trade Promotion Organisation (ITPO) in 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\$ or INR (Rs..... in words) by the selected agency for availing advance up to an extent of 20 percent of the value of work awarded, we (indicate the name and address and other particulars of the bank) (hereinafter referred to as 'the Bank') whose principal place of business is at {Insert the full Address} ("the Guarantor") hereby unconditionally agree and undertake to hold at your disposal, (Advance BG amount) and agree with you as follows:
 - a) Under the terms of the said tender, the ITPO has agreed to pay to the selected agency an advance payment of [insert the Advance Bank Guarantee value in figures and words) being % of the value of the present work being awarded, against furnishing of an Irrevocable Advance Bank Guarantee of equivalent amount by the selected agency.
 - b) We, at the request of the selected agency, have agreed to give this unconditional and irrevocable Advance Bank Guarantee and agree and undertake not to revoke the same.
 - c) We, hereby guarantee that the selected agency will duly comply and faithfully perform all their obligations and responsibilities under the said tender/contract, failing which we, the Guarantor, do hereby unconditionally undertake to pay to the ITPO ON MERE DEMAND AND WITHOUT ANY DEMUR AND WITHOUT RECOURSE TO THE SELECTED AGENCY such amount or amounts as the Guarantor may be called upon to pay not exceeding in the aggregate a sum of [insert Advance Bank Guarantee value in figures and words]

- d) The Advance Bank Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the selected agency but shall in all respects and for all purposes be binding and operative until payment of all monies due to the ITPO under the Advance Bank Guarantee are paid.
- e) The decision of the ITPO that any sum has become payable shall be final and binding on the Bank.
- f) The Advance Bank Guarantee shall be governed by the laws of India.
- g) We, shall on simple demand from the ITPO pay immediately to the ITPO, the said amount of (Insert ABG value in figures and words)..... without any demur and without requiring the ITPO to invoke any legal remedy that may be available to them, to compel the Bank to pay the Advance Payment amount, even if the selected agency considers such demand of the ITPO is unjustified.
- h) Any notice by way of request, demand or otherwise hereunder may be sent by courier, fax or by post to the Bank on or before the expiry date of the Advance Bank Guarantee. The ITPO may lodge request/demand in writing at our branch [Insert specific New Delhi branch name and full address with Tel/fax numbers] at New Delhi on or before the expiry of the Advance Bank Guarantee as stated under clause (i).
- i) Our liability under the Advance Bank Guarantee is restricted to a sum of [Insert ABG value in figures and words)..... and the Advance Bank Guarantee shall remain in force until(date) or such extended period as may be required by the ITPO and the selected agency.
- j) We confirm that all your claims under the Advance Bank Guarantee shall be payable at our above mentioned New Delhi Branch immediately.
- k) We, further confirm that, we have powers to issue the Advance Bank Guarantee under our Constitution (including Memorandum and Articles of Association) and other applicable documents and the undersigned have full powers to do so under the Power of Attorney / authorization granted to me/us by [Insert the Name of the Bank].
- l) We, the bank, do hereby agree that the decision of the ITPO as to whether the selected agency 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 contract and as to the amount payable to the ITPO by the Bank hereunder shall be final and binding on the Bank.

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

- a) 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 Contract or to extend time of performance of any obligations by the said selected agency 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 selected agency and to forbear or to enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any variation or extension being granted to the said selected agency or forbearance act or omission on the part of the ITPO or

any indulgence by the ITPO to the said selected agency 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.

- b) any claim which we have against the selected agency 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.
- c) This guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by the selected agency.

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

Date.....

Name and Signature of Authorised Signatory

(Name of the bank)
Official Seal

Witness:

1.....

2.....