



INDIA TRADE PROMOTION ORGANISATION

E-TENDER NOTICE

Sub: Empanelment of agency for undertaking construction, decoration and allied work related to India Pavilion to be organised by ITPO in various exhibitions across United States of America (USA) on long-term basis initially for a period of two years and extendable for two more years.

1. INTRODUCTION

- 1.1 India Trade Promotion Organisation (ITPO) is the premier agency of the Government of India (GoI) for promoting trade. To meet its objectives, ITPO organises trade fairs, exhibitions and conventions in India and abroad including specialised trade fairs, India Shows, Buyer-Seller Meets, Market Surveys, etc.
- 1.2 The tentative list of foreign fairs of ITPO for the years 2018-19 and 2019-20 are given at Annexure I only for reference purpose.
- 1.3 ITPO is inviting online bids through two-bid system from the interested agencies for undertaking construction, decoration and allied services for India Pavilion to be organised by ITPO in trade fairs and exhibitions in the United States of America. Manual bids shall not be accepted.
- 1.4 The tender documents are available on our website www.indiatradefair.com (for reference only) and <https://eprocure.gov.in/eprocure/app> and the same can be downloaded as per the schedule given in the CRITICAL DATE SHEET. However, the documents required such as Demand Drafts towards Earnest Money (in favour of India Trade Promotion Organisation, payable at New Delhi) should be deposited to Mr. Praful S. Nair, Dy. Manager, Fair Services-I Division, Room No. 112, Annexe Building to Hall 7FGH, Pragati Maidan, New Delhi 110001, before the close of time for submitting the e-tender.
- 1.5 Bidders/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderers for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 1.6 Not more than one tender can be submitted by one contractor or contractors having business relationship. Under no circumstances, will father and his son(s) or other close relations who have business relationship with one another (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.
- 1.7 Bidders who have downloaded the tender from ITPO's web site www.indiatradefair.com and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not modify the tender form including downloaded price bid template in any manner. In case the same is found to be tampered with / modified in any manner, tender will be completely rejected and EMD shall be forfeited and the bidder is liable to be banned from doing business with ITPO.

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

INDICATIVE CRITICAL DATE SHEET

| | |
|-------------------------------------|---------------------------|
| Date of Publishing | 4 PM on 04.12.2018 |
| Bid Document Download Starts | 5 PM on 04.12.2018 |
| Bid Submission Starts | 5 PM 04.12.2018 |
| Bid Submission Ends | 5 PM on 26.12.2018 |
| Bid Opening Date | 5 PM on 27.12.2018 |

2. OBJECTIVES

- 2.1 The objective ITPO wishes to achieve through this tender is to invite competent agencies to undertake the work of creating an international standard of construction and decoration arrangement and provide other facilities for the benefit of exhibitors participating in the India Pavilion organised by ITPO in various trade fairs and exhibitions in the US.

3. SCOPE OF WORK

- 3.1 The work will include construction and decoration of booths and provision of allied facilities and services for the India Pavilion to be organised at various exhibitions by ITPO in the US on full turnkey basis. The rates to be provided by the bidders in the Bill of Quantities (BOQ) given along with the tender document has to be for the entire mounting/dismounting and exhibition days and must also encompass the cost of all work items given in the scope of work from Para 3.1 to 3.26 of this document and all work(s) incidental to the execution of the awarded work as these have not been specifically included in the said BOQ.
- 3.2 **Construction of booths in the India Pavilion in a combination of prefab Maxima (4" x 4") of 4.00 mtr height in the front elevation of booths and Octanorm system of 2.50 mtrs height for stand construction along with laminated wall panels/perforated double panels as per specifications given in the drawing/lay out plan (provided at the time of award of work for each exhibition) with display props/furniture, lights, power connections, fascia, carpeting of booth area, title graphics, etc. as a complete package.**
It may be noted that the wall panels to be used for booth construction will be either laminated panels or perforated double panels depending upon the nature of the exhibition. If required, some booths in the India Pavilion may be constructed using standard laminated wall panels and some using perforated double panels depending upon the specific needs of the exhibitor(s).
- 3.3 The front elevation of the booth will be 4.00 mtrs. out of which the top 1.50 mtr. will be for India branding as per the design to be provided by ITPO for each exhibition separately.
- 3.4 Each booth will be provided with self-lit / illuminated fascia of standard size bearing the company name, booth number, logo(s), etc. as per the design and print specifications provided by ITPO on a fair-to-fair basis.
- 3.5 The indicative specifications of a **Standard Booth Package** are given below:
- Construction of booth with bright finish / freshly powder-coated prefab aluminium systems (without any dents) with white laminated panels or perforated double panels, depending upon specific needs of the exhibition.

- b. The indicative list of display aids, furniture, etc. to be provided in a booth of 100 sq.ft. in addition to the prefab structure, wall panels and top branding as per specifications provided in Para 3.2 and 3.3, may be as follows in:
 - i. Illuminated/self-lit fascia
 - ii. Non-woven needle punch carpet of genuine fibre
 - iii. Wall Panels (Either standard laminated panels/perforated double panels)
 - iv. One lockable counter - 1.00 mtr.(L) X 0.50 mtr.(W) X 1.00 mtr.(H)
 - v. Three Cushioned Chairs (Non-folding type)
 - vi. One Round Table (Glass Top) / Diameter 70 cms
 - vii. Waste Paper Basket with disposable bags
 - viii. Power Socket Single Phase with Multiplug
 - ix. Tracklight with five angular, adjustable spotlights (White light with high luminosity)
 - x. Three Glass Shelves Integrated with prefab system with anodized/ powder coated brackets matching with existing prefab system (6 mm thick glass panes)
 - xi. Catalogue stand - Standard Size
 - c. Providing chairs in attractive white colour with nickel chrome polish/ powder coated frame, and with cushioned seat and back.
 - d. Providing shelves integrated with prefab system with anodized/ powder coated brackets matching with existing prefab system (6 mm thick glass panes).
 - e. Providing lockable counter made with Octanorm system 1.00 mtr. X 0.50 mtr. X 0.90 mtr.
 - f. The material such as wall panels, furniture, display aids etc. to be provided by the agency has to be of a very high quality and as good as new and should be of bright finish/ freshly powder-coated pre-fab aluminium system (without any dents).
 - g. Chairs/Tables, counters, display aids etc. provided in the stand area should be of same type and same colour as per approval of ITPO. Broken/ chipped panels not accepted.
 - h. All other allied services required for the setup of the booth in India Pavilion.
- 3.6 The selected agency will undertake the Construction and Decoration (C & D) and allied activities on full turnkey basis incorporating all elements, including material handling / drayage, etc.
 - 3.7 No additional payments will be made for arranging display of exhibits, construction materials, decoration material, flex printing, installation of buntings, flags, fascia, stall numbers, etc. All elements of cost need to be incorporated within the rate quoted in the price bid template (BOQ) provided along with the tender document on full turnkey basis.
 - 3.8 The agency shall provide other services, including electrical work, cleaning and maintenance, furnishing ITPO office as per the layout plans / details to be provided at the time of award of work for each fair/exhibition.
 - 3.9 The selected agency will undertake the C & D and allied activities for each event/exhibition on turnkey basis and on hire purchase.
 - 3.10 Layout plans of the Hall(s) shall be provided at the time of award of work for a particular event. The construction and decoration work has to be in accordance with the lay out plans and designs provided by ITPO. The agency shall ensure that the norms of the venue/fair authorities are strictly adhered to. Changes/modifications, if any, shall be notified to the agency in due course.

- 3.11 The agency will undertake cleaning of entire space on daily basis and maintain cleanliness throughout the day including removal of garbage bags in dustbins.
- 3.12 Fascia name and booth numbers will be provided by ITPO separately. Each corner booths will have 2 or 3 fascias.
- 3.13 The material such as wall panels, furniture, display aids etc. to be provided by the agency has to be of a very high quality. Chairs/Tables, counters, display aids etc. provided should gel with the colour scheme and surroundings of the India Pavilion. This should be done in consultation with the team of ITPO on fair-to-fair basis.
- 3.14 It will be the responsibility of the agency for making all items available as per the layout plans and designs.
- 3.15 Distribution of electricity to the pavilion, all booths, reception, entrance gates, tea/coffee counters, office / lounge and to various other facilities centres would be done by the selected agency. ITPO/exhibitor shall bear the cost of electricity consumption.
- 3.16 The India Pavilion at each exhibition may also have ITPO office. An indicative list of furniture, display aids and other amenities to be provided in the ITPO office is given below. However, the Officer in-charge of each exhibition will provide the final list along with the floor plan at a later stage.
- a. Fascia
 - b. Two power sockets and one multi-plug.
 - c. Waste paper basket with disposable bags
 - d. Five spotlights (High luminosity white lights)
 - e. One two-seater sofa
 - f. One single-seater sofa
 - g. One LED TV with stand, which will play the video of the redevelopment project of Integrated Exhibition-cum-Convention Centre (IECC).
 - h. One coffee/tea dispensing machine with disposable glasses (The agency will ensure the presence of a local staff to man the tea/coffee vending machine / water dispenser. The agency will be responsible for refilling the tea/coffee / water dispensing machines.)
 - i. One water dispenser with mineral water and disposable glasses
 - j. One rectangular table (low-height)
 - k. Small refrigerator
 - l. Catalogue Stand
 - m. India/US Bilateral Flag (Table-top)
 - n. Visitor's Book Standard Size

It may be noted that the ITPO office/Lounge shall be constructed at the per sq.ft. rates to be quoted in the price bid for standard booth package referred to in Para 3.5 above. However, some items from the standard booth package may be replaced with some others listed above. For each item that is omitted, deduction will be made as per the unit rate for that item quoted by the agency in the list of optional/additional items. Similarly, each new item availed for the ITPO office/lounge will be at the rate quoted in the list of optional/additional items.

- 3.17 The rates shall include assembling, dismantling, and transportation, maintenance, cleaning on the day before opening of fair and daily thereafter including waste disposal. If the venue

authorities impose any fine/penalty on ITPO on account of poor maintenance/cleaning of the pavilion area, the same shall be borne by the agency.

- 3.18 The agency will have to settle all bills of the venue authority and other vendors, if any, before vacating the venue, in case these services are availed.
- 3.19 The agency will be responsible for decorating the India Pavilion with graphics, buntings/flags etc. provided by ITPO to be hanged/placed/displayed at appropriate and prominent places for a creative visual effect.
- 3.20 Similarly, small Indian/US bilateral flags on the stand have to be kept at the podiums during the inauguration and at the registration desks, ITPO office etc.
- 3.21 Actual dimensions, photos and details of material to be used shall be given by the each Fair Team separately.
- 3.22 The agency will indicate the specifications of the spotlights being offered. The spotlights should be of high luminosity (white light) with low electricity consumption.
- 3.23 The agency will ensure presence of sufficient number of trained technical manpower (decorators, electrical, civil) available on-site throughout the show for attending to any complaint/contingency. The agency will ensure that any urgent requirement of items to be procured for India Pavilion will be made available in the shortest possible time to avoid/minimise downtime. The agency will fulfil all the statutory requirements like Workers' Compensation, Pay Roll Tax, Industrial Relations Act etc. of the foreign country in which the trade fair/exhibition is held. The agency is required to follow work health and safety procedure/system in respect of all personnel engaged by them as per the laws of the country concerned.
- 3.24 The agency shall ensure that all clearances / NOCs / permissions required by the venue authorities / local authorities in the US are obtained to the satisfaction of the fair authority. The agency shall provide copies of these clearances / NOCs / permissions to the Project Team from ITPO.
- 3.25 The design for fascia and branding and the floor plan shall be provided for each exhibition separately by the concerned Fair Team in ITPO as soon as the same are finalised.
- 3.26 The agency is required to quote rates for optional/additional items, including additional Branding / Graphics with digital print with lamination in vinyl in self-adhesive form. The rates shall include printing, stretching and installation.

4. ELIGIBILITY CRITERIA

- 4.1 Agencies meeting the following technical criteria shall be eligible to participate in the bidding process. The form for submission of the technical bids is given at Annexure II, which is to be uploaded along with all the documents in support of fulfilment of eligibility criteria listed below:

A. For Indian companies (Including documents to be submitted as part of Technical Bid):-

- a. Should be a legal business entity / service provider in India. (Self-certified copy of the Registration Certificate/Partnership Deed/etc. will be required).
- b. Must possess PAN Card, TIN Number, VAT Number & Service Tax no./GSTIN (Self-certified copy of the Certificate will be required).
- c. Should have an experience of at least three years in the business of Construction & Decoration of exhibition booths / pavilions in foreign exhibitions – Details in sub para i)

& ii) below. (Self-certified copies of work award letter or work completion certificates issued by the client will be required as proof of three years' experience).

- i) Overall, the company should have carried out construction and decoration of booths/pavilions in foreign exhibitions measuring a total of minimum 5500 sq.ft. each in at least two of the last three financial years. (Please attach documentary proof in the form of work award letters/work completion certificates)
- ii) The company must have executed construction and decoration work in a single event of a minimum size of 3000 sq.ft. in one foreign exhibition in at least two of the preceding three financial years. (Please attach documentary proof in the form of work award letters/work completion certificates)

List of major events and works executed must be attached with the Technical bid.

- d. Should have a minimum average annual turnover of INR 30 million in the last three years. (Self-certified copy of the Chartered Accountant Certificate will be required).
- e. The bidding agency should have tie-up, joint venture or an agreement with US counterpart(s) engaged in the business of construction and decoration of exhibition booths / pavilions with warehouse in Las Vegas, New York, San Francisco and Miami where ITPO's exhibitions are scheduled to take place during the contract period. If ITPO decides to organise participation in an exhibition in any other city, the selected agency will be required to submit proof of counterpart in that city before work order is issued for that exhibition. The following proofs must be submitted in fulfilment of this eligibility criteria:
 - i) Copy of the signed agreement(s), etc., as proof of working relationship will be required along with proof of registration, contact details of the counterpart(s) in each city.
 - ii) Proof of warehouse of the counterpart in the city concerned in the form of any legal document with address details of the warehouse.

B. For Foreign companies (Including documents to be submitted as part of Technical Bid) :-

- a. Should be a legal business entity / service provider in the country of their registration. (Self-certified copy of the Company Registration Certificate/Partnership Deed/etc. will be required).
- b. Must possess Tax Registration Certificate / Tax ID & VAT. (Self-certified copy of the Certificate will be required).
- c. Should have an experience of at least three years in the business of Construction & Decoration of exhibition booths / pavilions in foreign fairs – Details in sub para i) & ii) below. (Self-certified copies of work award letter or work completion certificates issued by the client will be required as proof of three years' experience and the same needs to be uploaded along with the technical bid).
 - i. Overall, the company should have carried out construction and decoration of booths in foreign exhibitions measuring a total of minimum 5500 sq.ft. each in at least two of the last three years. (Please attach documentary proof in the form of work award letters/work completion certificates)
 - ii. The company must have executed construction and decoration work in a single event of a minimum size of 3000 sq.ft. in one foreign exhibition in at least two of the preceding three financial years. (Please attach documentary proof in the form of work award letters/work completion certificates),

List of major events and works executed must be attached with the Technical bid.

- d. Should have a minimum average annual turnover of USD 450,000.00 in the last three financial years. (Self-certified copy of Certificate from a Chartered Accountant / CPA or any other legal / Government empowered authority will be required.
- e. Foreign bidders should have tie-up, joint venture or an agreement with US counterpart(s) involved in the business of construction and decoration of exhibition booths / pavilions with warehouse in Las Vegas, New York, San Francisco and Miami where ITPO's exhibitions are scheduled to take place during the contract period. If ITPO decides to organise participation in an exhibition in any other city, the selected agency will be required to submit proof of counterpart in that city before work order is issued for that exhibition. The following proofs must be submitted in fulfilment of this eligibility criteria:
 - i. Copy of the signed agreement(s), etc., as proof of working relationship will be required along with proof of registration, contact details of the counterpart(s) in each city.
 - ii. Proof of warehouse of the counterpart in the city concerned in the form of any legal document with address details of the warehouse.

Note: Agencies fulfilling the above criteria shall be eligible for making the bids on turnkey basis. [It may be noted that US companies, even if they do not have an associate in India, can directly participate in the bid, provided the company fulfills the criteria of warehouse as per Para 4.1(B)(e)].

- 4.2 Interest free Earnest Money Deposit (EMD) of USD 3,000/- (US Dollar Three thousand only) for overseas applicants and Indian Rupees 2,00,000/- (Indian Rupees Two lakh only) for Indian applicants in the form of a Demand Draft/NEFT/RTGS/Wire Transfer drawn in favour of "India Trade Promotion Organisation" payable at New Delhi is essential and without EMD, the bid offer will be summarily rejected and the technical bids will not be opened. Bidders to transfer EMD in ITPO's bank account as per details given at Para 4.3 and also inform UTR / payment details at prafulnair@itpo.gov.in. In case payment is made by a Demand Draft, it should be deposited with the office of Mr. Praful S. Nair, Dy. Manager, Fair Services - I Division, Room No. 112, Annexe Building to Hall No. 7FGH, Pragati Maidan, New Delhi 110001, before the time and date of opening of tender.
- 4.3 Earnest Money is to be deposited electronically by NEFT/RTGS/Wire Transfer in the account of ITPO at the below mentioned details or Demand Draft in favour of "India Trade Promotion Organisation" payable at New Delhi. Bidders are required to submit the details of EMD payment at the time of uploading the technical bid along with the form for EMD submission given at Annexure III.

BANK Details for EMD Payment through NEFT/RTGS:

| Particulars | For Foreign Bidders | For Indian Bidders |
|-------------------------|--|---|
| Name of the Beneficiary | India Trade Promotion Organisation | India Trade Promotion Organisation |
| Name of the Bank | CITI BANK | HDFC BANK LIMITED |
| Branch Address | Jeevan Bharti Building, 4th Floor, 124, Connaught Place, New Delhi -110001 | G-3/4, Surya Kiran Building, 19, Kasturba Gandhi Marg, New Delhi – 110001 |
| Account No | 0002157012 | 00031110005078 |
| Type of Account | -- | Saving |
| Swift Code No. | CITI-INBX | -- |
| IFSC Code | -- | HDFC 0000003 |
| PAN NO. (ITPO) | AAATI 2955C | AAATI 2955C |

5. TERMS & CONDITIONS

- 5.1 The empanelment shall be for a period of two years initially, from the date of award of contract (AOC), which may be extended for a further period of two years.
- 5.2 The present tender is intended for multiple foreign exhibitions to be organised by ITPO in the US region. Each project is mutually exclusive of each other. The work award for each project will be made by the respective Fair Team from ITPO separately on need basis, subject to the budgetary provision for each exhibition/project. Therefore, the empanelment does not confer any right on the selected agency to claim work award for each/any exhibition. The work award for each exhibition will be purely need based and subject to budgetary provision and is to be executed on full turnkey basis by the selected agency.
- 5.3 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 satisfactorily.
- 5.4 **Performance Guarantee/Security Deposit**
- As mentioned in Para 5.2, each exhibition for which the C&D work is awarded will be mutually exclusive of the other exhibitions. 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. This process will be separate for each project.
 - This guarantee shall be in the form of Bank Guarantee (in the format given at Annexure IV) / 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 specific project. The security deposit/performance guarantee obtained for each exhibition shall be returned without any interest after three months of satisfactory completion of the work. At the time of award of work for the subsequent project, performance guarantee @ 10 % will again be submitted to ITPO.
 - 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 shall be required to handover the fully built-up India pavilion to ITPO / exhibitors 24 hours prior to the start of the exhibition. This will be applicable for the work awarded for each exhibition under this contract. Failure on part of the selected agency to comply with this condition will lead to the following:
- 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.
 - The Performance Guarantee (PG) and the Earnest Money deposited by the agency shall be forfeited.
 - The agency may be debarred from participating in any 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 said 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 selected 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 approved bidder will work under the directions and guidance of the ITPO and the Indian embassy in USA. 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 i.e. USA.
- 5.8 **The bidders are required to quote their rates in the price bid form (BOQ) given along with this tender document in spreadsheet format. The bidders are required to quote package rates in USD per sq.ft. (inclusive of all taxes, if any) for booth construction, furnishing and display aids and all other allied services as detailed in the scope of work given in Para 3 of this document. The unit rates quoted by the bidders should be for the entire mounting/dismounting and exhibition days. The bidders will not modify the BOQ form in any manner. The lowest total per sq.ft. rate (inclusive of all taxes, if any) quoted in the price bid will be used to ascertain the L1 bid.**
- 5.9 **The bidders will be required to quote the unit rates for optional/additional display aids/furniture in a separate form provided along with the price bid/BOQ. These optional/additional items shall not be a part of the standard booth package referred to in Para 3.5 and 5.8 and therefore will not be considered for ascertaining the lowest bidder (L1). It may, however, be noted that in case of any shortfall in the items listed in the standard booth package at the time of execution of the work, the rates quoted by the bidder in the optional/additional items list will be used for making penal deductions.**
- 5.10 The 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.
- 5.11 All materials relating to design for printing of branding / fascia / etc. have to be approved by ITPO team before use.
- 5.12 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 whatsoever.
- 5.13 **The Agency is required to number and sign each page of the bid document as well as other enclosures by the authorized signatory.** Authorization letter is to be enclosed.
- 5.14 **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.**
- 5.15 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.
- 5.16 ITPO reserves the right to appoint different agencies for different services envisaged in the offer/bid.
- 5.17 ITPO requires that bidders under this contract observe the highest standards of ethics during the period of agreement and should be free from any vigilance enquiry. The bidders have to bear the cost associated with the preparation and submission of bid documents.
- 5.18 ITPO will reject a proposal for award of work if it is determined that the applicant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 5.19 Agency will indemnify ITPO against any claims, loss, suit, liability or judgment suffered or likely to be suffered.
- 5.20 ITPO reserves the right to:

- a. Make changes in the scope of work.
- b. Extend the deadline for the submission of applications/bid documents at its discretion.
- c. Accept or reject any proposal at any time prior to award of contract/order or cancel the tender 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.

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

5.22 The Fair Team from ITPO will issue separate work orders for each exhibition, on need basis.

5.23 The bidding agency shall submit an undertaking of having agreed to all the terms, clauses and conditions given in this tender document in the format given at Annexure VI.

6. CONDITIONS OF CONTRACT

- 6.1 The Contract means the documents forming the tender and acceptance thereof / the formal agreement executed between the competent authority on behalf of the CMD and the Contactor, together with the documents referred to therein including the conditions, the specifications, designs, drawings and instructions issued from time to time by the concerned Fair Officer and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- 6.2 The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- 6.3 The bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his bid for the works and of the rates and prices quoted in the price bid form (BOQ), which rates and prices shall, except as otherwise provided, cover all the obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works as the case may be (Sufficiency of Tender).
- 6.4 All documents forming the contract are to be taken as mutually explanatory of one another.
- 6.5 **It may be noted that aside from the requirement that an Indian bidder (or a foreign bidder in a country other than the US) must have a partner/counterpart registered in the country where the work is to be executed, i.e. the United States, ITPO does not authorise the appointment of any sub-agents for the contracted work. It is entirely on the competence of the successful bidder and its foreign counterpart that ITPO shall award the contract. Therefore, the agencies bidding for this tender must ensure that they are competent enough to satisfactorily execute the contract and by bidding for the tender the agency declares itself competent to execute the project entirely on its own or through its counterpart, the details and proof of which is to be provided by the bidder in the bid.**

- 6.6 **In case the contract is awarded to an Indian / Foreign agency with tie-up with a local agency in the US, the agency can only change the counterpart/local agency with the prior approval of ITPO / Embassy of India (EOI).**

7. SUBMISSION OF BIDS AND EVALUATION

- 7.1 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.
- 7.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 7.3 Bidder should prepare the EMD as per the instructions specified in the tender document. The original instrument 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.
- 7.4 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.
- 7.5 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.
- 7.6 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 openers public keys.
- 7.7 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7.8 Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message and a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 7.9 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.
- 7.10 In case the bidder requires any clarifications or further information may contact ITPO, Mr. Praful S. Nair, Dy. Manager (Fair Services-I Division) Tel. 91-11-23371667, e-mail: prafulnair@itpo.gov.in during office hours.
- 7.11 The evaluation of bids will be made in two stages – (i) Technical and (ii) Financial. 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 and financial ranking statement will be prepared and the selection of the vendor/agency will be done on the basis of L1 (lowest) criteria.

7.12 Bids received after the deadline of submission of application will not be considered or opened under any circumstances.

7.13 **It may be noted that conditional bids shall not be considered.**

7.14 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.

7.15 Any document received after the closing date and time shall not be accepted.

7.16 Bidders are requested to refrain from any communication after submission of bid till the opening of the financial bid except at the time of opening of the technical bid by the ITPO committee.

7.17 The comparative statement of technical bids will be made indicating qualifying criteria mentioned in the bid document declaring the company qualifying or not qualifying.

8. FORCE-MAJEURE

If at any time, during the continuance of this contract, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the contractor), fire, floods, natural calamities for any act of GOD (hereinafter referred to as EVENT), provided notice of happenings of any such EVENT is given by the affected party to the other, within 15 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance provided the contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist. The decision of the CMD, ITPO as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days either party may, at his option terminate the contract.

9. ARBITRATION

Both the parties shall make all efforts 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 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 sole arbitrator. All matters of

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

10. TERMS OF PAYMENT

- a. Payment to the successful bidder will be made as per following schedule:
 - i. 20% advance of the awarded work to be payable to the selected agency on the basis of tender terms, subject to production of advance bank guarantee (as per Annexure VII).
 - ii. 40% of the payment of the awarded work or cumulative 60% of the awarded work in case agency has not availed 20% advance against bank guarantee. This payment will be processed for release upon handing over of the constructed booths to ITPO officials/exhibitors as per approved allocation work.
 - iii. Full and final/balance 40% amount would be released pursuant to receipt of satisfactory report of the officer(s) deputed for the event and subject to submission of soft and hard copies of evidences of all deliverables and report etc. as envisaged along with the invoice.
- b. The complete bill along with all documents should be submitted by agency within 30 days of completing the event.
- c. Performance assessment (quantifiable and measurable deliverables). The performance of the agency shall be evaluated on the various deliverables mentioned herein based on the evidences provided. Besides giving evidences as mentioned here above in case of measurable deliverables, attendance sheet of manpower needs to be provided. Allocation of work to the decorators is also to be provided.
- d. PERFORMANCE ASSURANCE: If performance of the agency is not found up to the mark or is less in any of the 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.

Tentative List of ITPO's Overseas Events in the United States of America (USA)**FY 2018-19**

| S. No. | Event | Products |
|---------------|--|---|
| 1 | National Hardware Show , Las Vegas (USA)* May 8-10, 2018* | Hand Tools, DIY Products etc. |
| 2 | Summer Fancy Food Show, New York (USA)* June 30- July 2, 2018* | Processed Food |
| 3 | FIME -International Medical Exposition (USA)* July 17-29, 2018 | Hospital Supplies/ Medical equipment |
| 4 | AAPEX, Las Vegas (USA)* October 30-1,Nov,2018 | Auto Parts |
| 5 | Winter Fancy Food Show, San Francisco (USA) January 13-15, 2019 | Processed Food |

*These Events have already taken place.

FY 2019-20

| S. No. | Event | Products |
|---------------|--|---|
| 1 | National Hardware Show, Las Vegas (USA) May 2019 | Hand Tools, DIY Products etc. |
| 2 | National Stationery Show, New York (USA) May, 2019 | Stationery/Corporate Gift |
| 3 | Summer Fancy Food Show, Washington (USA) June , 2019 | Processed Food |
| 4 | FIME -International Medical Exposition, Miami, USA July/August 2019 | Hospital Supplies/ Medical equipment |
| 5 | AAPEX, Las Vegas (USA) November, 2019 | Auto Parts |
| 6 | Winter Fancy Food Show, San Francisco (USA) January 2020 | Processed Food |

Note: Existing events may get dropped and/or new events may be added to the list during the currency of the contract.

(On Company's Letter head)

INDIA TRADE PROMOTION ORGANISATION

Empanelment of agency for undertaking construction, decoration and allied work related to India Pavilion to be organised by ITPO in various exhibitions across United States of America (USA) on long-term basis initially for a period of two years and extendable for two more years.

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

| S. No. | Title | Details | | |
|----------------------|--|---|----------------------|-----------------------|
| Eligibility Criteria | | | | |
| 1. | Company Registration Certificate and other documents of information as applicable and copy of certificate/proof etc. must be attached. (Copies of TIN / VAT/ GST/ PAN & TAX ID etc., as applicable, to be attached) PS: The name of the tenderer should be same as per Registration Certificate / PAN card, and must be a legal registered entity. | Registration Certificate No: PAN Number: GSTIN: TIN No.: Tax ID.: | | |
| 2. | Average Annual Turnover (last three financial years) | Year I (2015-16) | Year II (2016-17) | Year III (2017-18) |
| | (Please attach certificate from Chartered Accountant or other documentary evidences to establish the turnover) | | | |
| 3 | Details of Past Experience of Construction and Decoration of exhibitions of applicant | | | |
| | Should have an experience of at least three years in the business of Construction & Decoration of exhibition booths / pavilions in foreign fairs – Details in sub para i) & ii) below. (Self-certified copies of work award letter or work completion certificates issued by the client will be required as proof of three years). | | | |
| | i) Overall, the company should have carried out construction and decoration of booths in foreign exhibitions measuring a total of minimum 5500 sq.ft. each in at least two of the last three financial years. (Please attach documentary proof in the form of work award letters/work completion certificates) | Year | Name of Exhibition | Area |
| | | 2018-19 | | |
| 2017-18 | | | | |

| | | | | |
|---|---|---------------------------|-------------|--|
| | | 2016-17 | | |
| | | 2015-16 | | |
| ii) The company must have executed construction and decoration work in a single event of a minimum size of 3000 sq.ft. in one foreign exhibition in at least two of the preceding three financial years. (Please attach documentary proof in the form of work award letters/work completion certificates) | Year | Name of Exhibition | Area | |
| | 2018-19 | | | |
| | 2017-18 | | | |
| | 2016-17 | | | |
| | 2015-16 | | | |
| 4. | Please provide 3D images of India pavilion (hard copy) clearly showing the complete projection of India Pavilion from different angles. It must also show the complete 3D look of standard booth of 100 sq.ft with complete display aids and furniture. The presentation should also show graphics, buntings, installation, hangings, etc. in detail. | | | |
| Company Profile | | | | |
| 5. | Name of the Company as per registration certificate & PAN Card copy attached with tender | | | |
| 6. | Address | | | |
| 7. | Telephone | | | |
| 8. | Fax | | | |
| 9. | E-mail | | | |
| 10. | Name of CEO & Title | | | |

| | | |
|-----|---|--|
| 11. | Name of the nodal contact person with designation, e-mail ID and telephone No. | |
| | Local contact in India, if any (for overseas applicants) | |
| 12. | Bank details with A/c No. & address | |
| 13. | Year of Establishment | |
| 14. | No. of employees | |
| 15. | List of enclosures attached | |
| 16. | Whether Authorisation Letter in favour of signatory attached | |
| 17. | Any other additional information, which you like to give | |
| 18. | (A) Details of company / Associate / Counterpart in the Las Vegas (USA). Attach a duly self-certified signed and stamped copy of the letter of cooperation / joint venture agreement with counterpart in the US along with the registration details of the counterpart. | |
| | Name & designation of the authorised signatory of Associate / Counterpart in the US : Name : Designation: E-mail: Telephone No. Mobile: | |
| 19. | (A) Details of company / Associate / Counterpart in the New York (USA). Attach a duly self-certified signed and stamped copy of the letter of cooperation / joint venture agreement with counterpart in the US along with the registration details of the counterpart. | |
| | Name & designation of the authorised signatory of Associate / Counterpart in the US : Name : Designation: E-mail: Telephone No. Mobile: | |
| 20. | (A) Details of company / Associate / Counterpart in the Miami (USA). Attach a duly self-certified signed and stamped copy of the letter of cooperation / joint venture agreement with counterpart in the US along with the registration details of the counterpart. | |

| | | |
|-----|---|--|
| | Name & designation of the authorised signatory of Associate / Counterpart in the US : Name : Designation: E-mail: Telephone No. Mobile: | |
| 21. | (A) Details of company / Associate / Counterpart in the San Francisco (USA). Attach a duly self-certified signed and stamped copy of the letter of cooperation / joint venture agreement with counterpart in the US along with the registration details of the counterpart. | |
| | Name & designation of the authorised signatory of Associate / Counterpart in the US : Name : Designation: E-mail: Telephone No. Mobile: | |

It is certified that all the above information is correct and valid on the date of submission of tender. We have numbered all the pages. The name of the tenderer is same as mentioned in the Registration Certificate & PAN card and is a registered legal entity in India/ in any of the country. The total number of pages including enclosures are.....

Date : _____ Signature of Authorised Representative
 Place : _____
 Name.....

Company Seal

(Please Attach Authorization Letter in favour of Signatory)

(On Company's Letterhead)**INDIA TRADE PROMOTION ORGANISATION**

Empanelment of agency for undertaking construction, decoration and allied work related to India Pavilion to be organised by ITPO in various exhibitions across United States of America (USA) on long-term basis initially for a period of two years and extendable for two more years.

Details of Earnest Money Deposit (EMD) for Bids

| Sl. No. | Title | Details |
|------------------------------------|---|---|
| 1. | Name and address of the company | |
| Earnest Money Deposit (EMD) | | |
| 2. | <p>Details of interest free Earnest Money Deposit (EMD). The demand draft of Earnest Money Deposit (EMD) has to be valid, physical and encashable. No guarantees or other bank authority letter shall be accepted.</p> <p>Payment of EMD through NEFT / RTGS / Wire Transfer is also accepted.</p> <p>(Please refer Para 4.2 and 4.3 of Eligibility Criteria)</p> | <p>Amount Rs. :.....</p> <p>or US Dollars :.....</p> <p>Demand Draft No./ :</p> <p>UTR No./Wire Transfer No.:</p> <p>Date :</p> <p>Account No. :</p> <p>Bank Name :</p> |

Date :

(Signature of Authorised Representative)

Place :

Name

COMPANY SEAL

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 construction, decoration and allied work related to India Pavilion to be organised by ITPO in various exhibitions across United States of America (USA) on long-term basis initially for a period of two years and extendable for two more years, 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 three years 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 out 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 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.
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.

Annexure V

(On company's letterhead)

Dated.....

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 USD 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,

(Name.....)
Authorized Signatory

Date:

Place:

Company Seal.....

(Undertaking on company's letterhead)

Empanelment of agency for undertaking construction, decoration and allied work related to India Pavilion to be organised by ITPO in various exhibitions across United States of America (USA) on long-term basis initially for a period of two years and extendable for two more years.

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 for a period of 120 days from the due date of its opening and not to make any modifications in its terms and conditions.

A sum of Rs 2,00,000.00 / USD 3,000.00 has been deposited in form of a 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.

Date.....

Signature of Contractor:

Name:

Company Stamp:

Witness:

Address:

Occupation:

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 construction, decoration and allied services for
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 work being awarded work, 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 licensee 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 out 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.....
signatory

Name & Signature of authorized

(Name of the bank)
Official Seal

Witness:

1.....

2.....