

## **Exh/MEDICA(3)/2013**

### **INDIA TRADE PROMOTION ORGANISATION**

#### **Tender Document**

**Subject: Bids for construction & decoration of India Pavilion at MEDICA Fair to be held at Dusseldorf (Germany), Nov. 20-23, 2013.**

#### **1. INTRODUCTION**

- 1.1.1 India Trade Promotion Organization (ITPO) is the nodal agency of the Govt. of India for promoting trade. To meet its objectives, ITPO is engaged in organizing fairs, exhibitions and conventions in India and abroad including trade fairs, India shows, buyer seller meets, market surveys, etc.

#### **2. About India Pavilions at MEDICA Fair**

Messe Dusseldorf is the organizer of Medica Fair in Dusseldorf which is one of the biggest medical fair. India Pavilion will be spread over a net area of 399 sq mts in two different halls.

- 2.1.1 ITPO is representing India in the following fair and will set up India Pavilion in the area allocated to ITPO (Lay out plan attached).

Name of the fair	<b>Medica Fair</b>
Date of the Fair	Nov. 20-23, 2013
Venue	Messe Dusseldorf, Dusseldorf (Germany)
Fair Organizer	Messe Dusseldorf
Gross area allotted to ITPO	399 sq mtr (162 sq mtr in Hall 7.1, 237 sq mtrs in Hall 16)
Area required to be built up	399 sq mtrs

- 2.1.2 ITPO is inviting bids from the interested companies for construction & decoration of India Pavilion in the above Show.

#### **3. SCOPE OF WORK**

- 3.1.1 Gross area allocated to ITPO by the Show Organiser is 399 sq mtr. and there will be 31 stands in the India Pavilion(s) having different size of the booths i.e. 8, 9, 12, 15, 16, 20 & 21 sq mtrs as per lay out plans attached.
- 3.1.2 The work will include booth construction of the Pavilions in maxima system of 3.5 mtr height in the front elevation of booths and octonorm system for stand

construction as per specifications given in the drawing/lay out plan (attached). The details of display props inside the booths are as below:

Area (in sq mtrs)	Table	Chairs	Glass counters (Lockable)	Light (100 watt each)	Shelves	Electric socket	Dustbin
20/21	2	7	4	12	6	3	2
15/16	1	5	3	7	4	2	1
12	1	4	2	6	3	2	1
9	1	3	2	5	3	1	1
8	1	3	1	5	2	1	1

The work must be completed latest by 11 a.m. on 19.11.2013 and pavilion is to be handed over to ITPO. The premises must be handed over to the Fair organizer one day after the conclusion of the event as per the guidelines of the Show Organizer/Venue Owner. Guidelines/Regulations of the show may please be seen at <http://www.medica-tradefair.com> and strictly adhered to. The Agency will submit all necessary documentation and application forms to concerned authorities for use of the venue and approval of plans etc. The selected agency will undertake the C & D activities for the event on turnkey basis and on hire purchase.

- 3.1.3 Layout indicating the circulation plan and size of the booths is attached. The construction work has to be in accordance with this layout plan.
- 3.1.4 Designs of booth sizes of 8, 9, 12, 15, 16 20 & 21 sq mtr indicating display aids and furniture are attached and are as per details given above.
- 3.1.5 The agency will undertake cleaning of the India Pavilion on daily basis and maintain cleaning throughout the day.
- 3.1.6 Fascia name and booth numbers will be provided by ITPO separately. Each corner booths will have 2/3 fascias.
- 3.8 The agency will provide new carpet for booths, passage area, stage as per the color indicated in the layout plan.
- 3.9 The material such as wall panels, furniture, display aids etc. to be used by the agency has to be of a very high quality. Chairs/Tables, counters, display aids etc provided in the stand area should be of same type & colour.
- 3.10 Please provide 3D images/presentation of India pavilion (both hard and soft copy) clearly showing the complete projection of India pavilion from different angles. It must also show the complete 3D look of standard booth of

8/9/12/15/16/20/21 sq mtrs. with complete display aids and furniture. The presentation should also show graphics etc. in detail.

- 3.11 It shall be the responsibility of the agency for making and fixing Graphics indicating “India” title as per the design attached.
- 3.12 Power supply and main electrical connections will be arranged by the agency from the fair authorities for which ITPO will make separate payment to the fair authority on receipt of their invoices, if charged extra. It shall be the responsibility of the Agency to distribute the electricity across the India pavilion.
- 3.13 The rates will be for the whole duration of the event & include assembling, dismantling, and transportation, maintenance, cleaning on the day before opening and daily thereafter including waste disposal.
- 3.14 The Agency is also required to quote rates for optional items such furniture/display items including shelves, showcase, tables, chairs, spot lights, etc. for use by ITPO or exhibitors directly.
- 3.15 The approved agency will be responsible to have sufficient manpower present at the site for construction & maintenance of the pavilion and coordination of the event till the end.
- 3.16 The approved agency will have to settle all bills of the Show organizers and other vendors before vacating the venue.

#### **4. Eligibility Criteria**

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

- 4.1.1 Must be a registered business entity/service provider. Registration no. of TAN/Direct tax/Income tax/Trade Tax/VAT/GST, etc. as applicable may be quoted in the technical bids format and copy of the certificate/proof must be attached.
- 4.1.2 Minimum annual turnover of Rs.20 Million for the last 3 years from the business of setting up of pavilions in international events. Proof of annual turnover from the said business activities with certificate from auditor or any other empowered authority must be attached.
- 4.2 A minimum of 3 years experience in designing and executing the project on turnkey basis for setting up Pavilion in International events organized outside India. List of major events undertaken and clients with whom they have worked in the past must be attached.

- 4.2.1 Submission of EMD in the form of DD is essential for the bid without which the bid offer will be rejected.

## 5. TERMS & CONDITIONS

- 5.1.1 The approved bidder will work under the directions and guidance of ITPO. It shall be the sole responsibility of the Agency to ensure all activities undertaken by them for ITPO are in accordance with the German Laws.
- 5.1.2 Bid value should be quoted in Euros only inclusive of all taxes.
- 5.1.3 Interested eligible agency may submit their bids as per Annex-I & II with supporting documents including earnest money (EMD) of Rs.1 lakh or equivalent Euros in the form of a demand draft drawn in favour of **India Trade Promotion Organization** payable at New Delhi. The EMD will be refunded to the unsuccessful bidder after the selection of the vendor. The EMD will be refunded to the successful bidder after completion of the project satisfactorily. Misrepresentation of facts/withdrawals of bids will lead to forfeiture of EMD.
- 5.1.4 Agency will ensure that the manpower engaged for India Pavilion should be in the line with the local laws. Further, the agency indemnifies ITPO against any claim.
- 5.1.5 The agency is required to sign each page of the bid documents by the authorized signatory. Authorization letter is to be enclosed. Validity of the bid is till 90 days of last day of submission of bids.
- 5.1.6 ITPO shall have right to appoint different agencies for different services envisaged in the offer.
- 5.1.7 ITPO requires that bidders under this contract observe the highest standard of ethics during the period of agreement and free from any vigilance enquiry. The bidders have to bear the cost associated with the preparation and submission of bid documents to ITPO.
- 5.1.8 ITPO will reject a proposal for award of work if it is determined that the Applicant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 5.1.9 ITPO will declare an Applicant/Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts, if it at any time determines that the Applicant/Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

5.1.10 Agency will indemnify ITPO against any claims, loss, suit, liability or judgment suffered.

5.1.11 ITPO reserves the right to :

- Make minor changes in the Design plan.
- Extend the deadline for the submission of applications/bid documents at its discretion.
- Accept or reject any proposal at any time prior to award of contract/order, without assigning any reasons and without any liability on ITPO.
- Suspend the project, cancel the contract with the selected party in part or in the whole at any time if in the opinion of the ITPO it is necessary or expedient in the public interest. The decision of the ITPO shall be final and binding in this regard. ITPO shall also not be responsible for any damage or loss caused or arisen out of aforesaid action.
- Modify terms and conditions of the contract which shall be granted to the successful bidder after the bidding process, if in the opinion of the ITPO, it is necessary or expedient to do so in public interest or for proper implementation of the project. The decision of the ITPO shall be final and binding in this regard.

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

## **6. SUBMISSION OF BIDS**

6.1 Bids shall be submitted by the bidder with supporting documents in a sealed envelope in the following manner:

**Envelope I** : Containing Earnest Money in the form of a DD.

**Envelope II** : Containing Annexure I (Technical Bid) duly filled in with supporting documents. The envelope should be sealed and marked as "Technical Bid for Construction/Decoration of India Pavilion at MEDICA Fair, Dusseldorf (Germany)"

**Envelope III** : Containing Annexure – II (Financial Bid) duly filled in for the bid value in Euro including all taxes for the complete project of India Pavilion as per layout plan and terms & condition of the Tender document. The envelope should be sealed and marked as for Construction/Decoration of India Pavilion at MEDICA Fair, Dusseldorf (Germany), Nov. 20-23, 2013

**Envelope IV:** Envelopes I, II & III should be kept inside the Envelope IV and again sealed. The name of the bidder should be clearly written with full address, Tel: nos., E-mail on the Envelopes (I, II, III & IV)

This Master Envelope (Envelope – IV) should be marked as “Tender Document for Construction/Decoration of India Pavilion at MEDICA Fair, Dusseldorf (Germany), Nov. 20-23, 2013 and shall be submitted/sent at the following address:

Mr. Vivekanand Vivek, Manager  
Publicity Division  
India Trade Promotion Organization  
Pragati Bhawan, Pragati Maidan  
New Delhi – 110001 (India)

Last date of submission of Bids: 7.10.2013 (3.00 p.m.)

Date of opening of Technical Bids: 7.10.2013 (3.30 p.m.)

Date of opening of Financial Bids: 8.10.2013 (3.30 p.m.)

6.2 In case the bidder require any clarifications or further information, please contact ITPO, Mr Vivekanand Vivek, Manager, Tel: 2337 1445 (direct) Fax: 23371492, Email: vivekanand@itpo-online.com.

6.3 The evaluation of bids will be made in two stages – Technical and Financial.

In case of non-submission of Earnest Money by any bidder, their Technical Bid shall not be opened in any circumstances. The Technical bids shall be opened on the same day in the presence of the bidders or their authorized representatives.

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 raking statement will be prepared and the selection of the vendor/agency will be done on the basis of L1 criteria.

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

- 6.5 No conditional bids shall be considered
- 6.6 Bids received through email shall not be considered
- 6.7 No modification or substitution of the submitted application shall be allowed. An applicant may withdraw its application after submission, provided that written notice of the withdrawal is received by ITPO before the due date for submission of applications. In case an applicant wants to resubmit his application, he shall submit a fresh application following all the applicable conditions by the stipulated date.

## **7 Force-Majeure**

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

## **8. Arbitration**

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

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

The venue of the arbitration proceeding shall be the office of ITPO or such other place as the CMD, ITPO may decide.

Upon any and every reference as aforesaid, the assessment of costs and incidental expenses in the proceedings for the award shall be at the discretion of the CMD, ITPO.

#### **9. Terms of Payment:**

- Payment to the successful bidder will be made as per following schedule :
- Advance up to 25% of the approved bids amount to be paid before undertaking the job subject to bank guarantee in favour of India Trade Promotion Organisation for the similar amount.
- Balance amount would be released on completion of the event and satisfactory report of the officer deputed for the event after return to India.

#### **10. Performance Assurance**

If performance of the agency is not up to the mark or is less in any of the deliverances/the measurable output are less than envisaged as per scope of work, then 5% of the total bid value will be retained by ITPO as performance assurance at the time of final payment

\*\*\*\*\*



**INDIA TRADE PROMOTION ORGANISATION**  
**India Pavilion at MEDICA Fair, Dusseldorf (Germany)**  
**November 20-23, 2013**

**Technical Bids**

Sl. No.	Title	Details		
<b>Eligibility</b>				
1.	Registration No. (TAN/Direct Tax/Income Tax/Trade/VAT/GST, etc. as may be applicable)  (Please attach proof)			
2.	Annual Turnover (last three years)  (Please attach Proof with certificate from Auditor or any other empowered Authority)	Year I (2009-10)	Year II (2010--11)	Year III (2011-12)
3.	Details of Past Experience  (Please attach list of Projects/Clients)			
4.	EMD Details	Amount : DD No. : Date : Bank Name :		
<b>Company Profile</b>				
5.	Name of the Company			
6.	Address			
7.	Telephone			
8.	Fax			
9.	E-mail			
10.	Name of CEO & Title			

11.	Bankers details with A/c No.	
12	Year of Establishment	
13.	No. of employees	
14.	3D images/presentation (both hard and soft copy) of India pavilion as required in the tender document.	

DATE :

SIGNATURE OF AUTHORISED REPRESENTATIVE

Place :

NAME

COMPANY SEAL

(Please attach Authorization letter for signatory)

**INDIA TRADE PROMOTION ORGANISATION**  
**India Pavilion at MEDICA Fair, Dusseldorf (Germany)**  
**November 20-23, 2013**

**FINANCIAL BID**

<b>Name address of the Agency</b>	
-----------------------------------	--

<b>Sl. No.</b>	<b>Description of Work as per layout plan and terms &amp; conditions of tender document</b>	<b>Total Bid Value of the complete work in Euro including all taxes</b>
1.	As per details Annexure-A	

<b>Optional</b>			
<b>S.No.</b>	<b>Item</b>	<b>Unit</b>	<b>Price in Euro</b>
1.	Shelves	Per unit	
2.	Showcase (Glass Counter)	Per unit	
3.	Table	Per unit	
4.	Chair	Per unit	
5.	Spot lights	Per unit	

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

Date :  
Place :

Authorized Signature

Name .....  
 Designation.....  
 Company Seal