

Sub:- **Bids for Construction & Decoration of India Pavilion at Summer Fancy Food Show, New York City (USA), June 29-July 01, 2014**

1. INTRODUCTION

- 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 Summer Fancy Food Show

Specialty Food Association is the organizer of Summer Fancy Foods Show. The event is the largest marketplace for specialized foods and beverages in North America and in the 2013 edition 2,500 exhibitors from more than 70 countries presented their latest specialties, best-in-class foods and beverages, and products at the forefront of emerging trends.

- 2.1 ITPO is organising India's participation in the event and has been allocated an area of 3400 sq. ft. in Level-3. Out of this 2400 sq ft has been booked by participants under bare space category in which they will make their own arrangements for construction of the booths and balance 1000 sq ft will be got constructed by ITPO through this tender. The design plan of the construction to be got done by ITPO alongwith graphic work is attached. The scope of work as per the design plan, attached may vary. The address of the event , venue and dates etc are given below

Name of the fair/exhibition	Summer Fancy Food Show
Date of the Fair	June 29 – July 1, 2014
Venue	Jacob Javits Convention Center, New York City
Fair Organiser	Specialty Food Association
Gross area allotted to ITPO	3400 sq. ft.
Area required to be build up	1000 sq. ft. (as per design attached)

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

3. SCOPE OF WORK

- 3.1 Out of the Gross area of 3400 sq feet allocated to ITPO by the Show Organiser area to be constructed by ITPO is 1000 sq feet at Level-3.
- 3.2 The work will include booth construction of the Pavilion with pre fabricated systems such as Maxima or equivalent system etc of 3.5 mtr height in the front elevation of booths and stand construction with standard height of 2.5 mtr. with display props/furniture, lights, carpeting in booth area, power connections, fascia with company name and stall number, title graphics as per specifications given in the drawing/lay out plan (attached). The Hall will be available as per fair authorities guidelines and the work must be completed latest

by 10 A.M. on June 28, 2014. The premises must be handed over to the Fair organizer in a neat and clean condition one day after the conclusion of the event as per the guidelines of the Show Organizer/Venue Owner. Guidelines/Regulations of Jacob Javits Convention Center, New York may please be seen at <https://www.specialtyfood.com/fancy-food-show> and strictly adhered to. The Agency will submit all necessary documentation and application forms to concerned authorities for use of the venue and approval of plans etc. The selected agency will undertake the C & D activities for the event on turnkey basis and on hire basis. The cost to be incurred in getting these approval are to be met by the agency. ITPO shall not reimburse these expenses.

- 3.3 Layout indicating the circulation plan and size of the booths is attached. The construction work has to be in accordance with this lay out plan.
- 3.4 Designs of standard booth size of 100 sq. ft. each indicating display aids and furniture, i.e. table, chairs, lockable counter, shelves, podium, 1 electric socket (5 amp), 1dustbin, stand lights (5 spot lights of 100 watt each in a booth of 100 sq. ft.), fascia and carpet in stand area are attached. The agency will provide the same as per details given in the plan drawings attached. ITPO Office will have furniture and other items as per the layout plan attached.
- 3.5 The agency will undertake cleaning of the India Pavilion on daily basis and maintain cleaning throughout the day.
- 3.6 The agency will ensure presence of technical manpower onsite throughout the show for attending any complaint/contingency.
- 3.7 The agency will provide new carpet inside the booth area as per the color (gray) indicated in the layout plan.
- 3.8 The material such as wall panels, construction system, furniture, display aids etc. to be used by the agency has to be of a very high quality. Chairs/Tables, counters, display aids etc provided in the stand area should be of same type & colour.
- 3.9 Fascia name and booth numbers have been indicated in the design plan. The corner booth will have 2 fascias.
- 3.10 It shall be the responsibility of the agency for making and fixing hangings at different locations as per the design attached and in accordance with the regulations of the fair organiser.
- 3.11 Power supply and main electrical connection will be arranged by ITPO with the organiser. It shall be the responsibility of the Agency to distribute the electricity across the India pavilion and ensure electricity connection at each booth in India Pavilion.
- 3.12 The rates quoted will be for the whole duration of the event & include assembling, dismantling, drayage, material handling, transportation, maintenance, cleaning on the day before opening and daily thereafter including waste disposal and thereafter till the handing over the space in a neat condition to the fair authorities as per regulations of the fair organisers.

- 3.13 The Agency is also required to quote rates for optional items such window dresser/decorators, trolleys, furniture/display items including shelves, counters, showcase, podium, tables, chairs, LED TV etc. for use by ITPO or exhibitors in the India Pavilion directly.
- 3.14 The approved agency will be responsible to have sufficient manpower present at the site for construction & maintenance of the pavilion and coordination of the event till the end.
- 3.15 The approved agency will have to settle all the bills of the show organisers and other vendors before vacating the venue.
- 3.16 ITPO has right to change the display items in the specific booth, if required.

4. Eligibility Criteria

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

- 4.1 Must be a registered business entity/service provider. Registration No. of TAN/Direct tax/Income tax/Trade Tax/VAT/GST, etc. as applicable should be indicated in the technical bids format and copy of the certificates/proofs must be attached.
- 4.2 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.
- 4.3 A minimum of 3 years experience in designing and executing the project on turnkey basis for setting up Pavilion in International events organized outside India. List of major events undertaken and clients with whom they have worked in the past must be attached.
- 4.4 Submission of EMD in the form of DD is essential for the bid without which the bid offer will be rejected.

5. TERMS & CONDITIONS

- 5.1 The approved bidder will work under the directions and guidance of ITPO. It shall be the sole responsibility of the Agency to ensure all activities undertaken by them for ITPO are in accordance with the US Laws.
- 5.2 Bid values should be quoted in US\$ only inclusive of all taxes.
- 5.3 Interested eligible agency may submit their bids as per Annex-I & II with supporting documents including earnest money (EMD) of Rs. 1.50 lakh or equivalent US\$ 2500 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 of the successful bidder will be treated as performance guarantee and will be refunded to the successful bidder after completion of the project satisfactorily. Misrepresentation of facts/withdrawals of bids will lead to forfeiture of EMD.

- 5.4 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 from any liability due to acts, omissions, faulty workmanship/services etc ,related to the work.
- 5.5 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 should be 60 days from the submission of bids.
- 5.6 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.
- 5.7 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.
- 5.8 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.
- 5.9 Agency will indemnify ITPO against any claims, loss, suit, liability or judgment suffered.
- 5.10 ITPO reserves the right to :
- Make minor changes in the Design plan.
 - Extend the deadline for the submission of 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.
- 5.11 For interpretation of any clause of this document, the decision of ITPO would be final and binding on the bidder.
- 5.12 ITPO shall have the right to appoint different agencies envisaged in the offer.

6 SUBMISSION OF BIDS

Bids shall be submitted by the bidder with supporting documents in sealed envelopes in the following manner:

- Envelope I** : Containing Earnest money in the form of a DD for Rs 1.50 lakh or equivalent US\$ 2500 in favour of "India Trade Promotion Organisation, New Delhi".
- 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 Summer Fancy Food Show, New York , 2014.
- Envelope III** : Containing Annexure – II (Financial Bid) duly filled in for the bid value in US\$ 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 Summer Fancy Food Show, New York, 2014- Financial Bid"
- 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 Summer Fancy Food Show, New York, 2014" and shall be submitted/sent at the following address:

Sh Anirudh Kumar Bhatia
Deputy Manager-Finance
Room No 241
India Trade Promotion Organization
Pragati Maidan
New Delhi – 110001 (India)

Last date of submission of Bids : 2.6.2014 (3.00 p.m.)

Date of opening of Technical Bids : 2.6.2014 (3.30 p.m.)

Date of opening of Financial Bids: The date, time and venues of the opening of the Financial Bids will be advised to the shortlisted bidders separately.

- In case the bidder requires any clarifications or further information, please contact Sh Anirudh Kumar Bhatia ,Dy. Manager, Tel: 2337 1665 (direct), 23371540 ext. 362 Moblie – 09810886558, Email: akjain.delhi@gmail.com .
- The evaluation of bids will be made in two stages – Technical and Financial.
 - a. In case of non submission of Earnest Money by any Bidder, the Technical Bid shall not be opened in any circumstances. The Technical bids shall be opened on the same day in the presence of the bidders or their authorized representatives.

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b. Financial bids of only those firms will be considered for opening who have fulfilled the technical requirement /evaluation. After opening of financial bids, financial evaluation will be made & financial ranking statement will be prepared and the selection of the vendor/agency will be done.

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

7 Force-Majeure

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

8 Arbitration

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

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

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

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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. The validity of the bank guarantee should be upto 10th July 2014.
- Balance amount would be released in Indian Rupees on completion of the event and satisfactory report of the officer deputed for the event after return to India. The conversion rate of US\$ and India Rupees prevailing on the date of payment shall be applied for making the balance payment.

10 Performance Assurance

If performance of the agency is not upto the mark or is less in any of the deliverances/the measurable output is less than envisaged as per scope of work, then a part of the total bid value will be retained by ITPO at the time of final payment.

INDIA TRADE PROMOTION ORGANISATION
Construction & Decoration work for ITPO at India Pavilion at Summer Fancy Food Show,
New York, June 29 – July 1, 2014.

Technical Bid

Sl. No.	Title	Details		
Eligibility				
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 (2010-11)	Year II (2011-12)	Year III (2012-13)
3.	Details of Past Experience (Please attach list of Projects/Clients)			
4.	EMD Details	Amount : DD No. : Date : Bank Name :		
Company Profile				
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			

DATE : SIGNATURE OF AUTHORISED REPRESENTATIVE
Place : NAME

COMPANY SEAL
(Please attach Authorisation letter for signatory)

India Trade Promotion Organisation
Construction & Decoration work for ITPO at India Pavilion at Summer Fancy Food Show,
New York, June 29- July 1, 2014

FINANCIAL BID

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

Optional- I			
S.No.	Item	Unit	Price in US\$
1	Shelves	Per unit	
2	Showcase (Glass Counter)	Per unit	
3	Podium	Per unit	
4	Table	Per unit	
5	Chair	Per unit	
6	Lockable Counter	Per Unit	
7	Spot Light 100 watt	Per Unit	
8	Cost of Standard booth of 100 sq ft alongwith display propos and furniture as per layout plan	Per Unit	
9	Cost for Construction of Office of 100 sq ft alongwith furniture etc as per layout plan	Per Unit	
10	Carpet in stand /passage area	Per sq ft	
11	LED TV- 40-42 inch	Per Unit	
Please attach Catalogue/pictures/Photographs of the items. Item code of the furniture/display props as mentioned in the catalogue to be specified.			

Date :
Place :

Authorized Signatory (With Company Seal)

Name
Designation.....
