



## **INDIA TRADE PROMOTION ORGANISATION**

### **TENDER NOTICE**

**Sub: Invitation of Bids for Construction, decoration and allied services for Medica 2014 Dusseldorf (Germany) to be held from 12- 15 November 2014.**

#### **1. INTRODUCTION**

- 1.1 India Trade Promotion Organization (ITPO) is the nodal agency of the Government of India (GOI) for promoting trade. To meet its objectives, ITPO organizes trade fairs, exhibitions and conventions in India and abroad including specialized trade fairs, India shows, buyer seller meets, market surveys, etc.
- 1.2 ITPO will organize **India Pavilion at Medica 2014 Dusseldorf (Germany)** from November 12-15, 2014.
- 1.3 ITPO invites bids from the interested companies/organizations for undertaking **Construction, Decoration and Allied services** for the above exhibition.
- 1.4 The India Pavilion will be in an approx area of 484 sq. mtrs, at Electro-rmedical (Hall 16) and Disposable (Hall 7.a and 7.1). The layout of the area is enclosed.

#### **2. OBJECTIVES**

- 2.1 The objective of this exercise/bid is to create an international standards/level of construction and decoration arrangement and provide other facilities for the benefits of exhibitors and buyers/visitors of the above profiles.
- 2.2 To provide exhibition services and facilities to the exhibitors and visitors with specified greenery/foilage/horticulture etc. at desired places and locations of India Pavilion.

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

- 3.1 ITPO has booked a net area of 484 sq. mtrs. Hall 7.a, 7.1 and 16 as per layout plan attached (Enclosure A).
- 3.2 The work will include construction of booths and allied facilities/displays of India Pavilion and providing other services as per details enclosed Enclosures.
- 3.3 **The selected agency will undertake the C & D activities on full turnkey basis incorporating all elements including material handling/dryage etc. No additional payments will be paid for anything regarding arranging display of exhibits, construction materials, decoration material, flex printing including installation of buntings, flags, fascia, stall nos. etc, all needs to be incorporated within the price on full turnkey basis for settlement.**

- 3.4 The construction & decoration work has to be in accordance with this lay out plans and designs provide by ITPO. A Layout plan indicating booth size is given as per details available at Enclosures “1, 2 & 3” and have to be adhered to the norms of the fair organizers. Minor changes/modifications, if any, shall be notified to the agency in due course. The work will include booth construction of the Pavilion in maxima system of 3.5 mtr height in the front elevation of booths and octonorm system for stand construction as per specifications given below:

Area (in sq mtrs)	Round Table	Chairs	Glass counters (Lockable)	LED (25 watt each)	Shelves	Electric socket	Dustbin
30	3	10	4	15	10	3	3
24	3	8	4	12	8	3	2
20/21	2	7	4	10	8	3	2
15/16	1	5	3	8	6	2	1
12	1	4	2	6	6	2	1
10/9/8	1	3	2	5	4	1	1
7.5/6	1	2	1	4	3	1	1

- 3.5 The work must be completed latest by 11 a.m. on 11.11.2014 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 turn-key basis and on hire purchase.
- 3.6 The agency will undertake cleaning of entire India Pavilion as per Schedule on daily basis and maintain cleanliness throughout the exhibition period, including removing of garbage bags in dust bins.
- 3.7 The agency will ensure presence of sufficient number of technical manpower (decorators, electrical, civil) available on-site throughout the show for attending to any complaint/contingency. Standby vehicle for urgent requirement of items to be procured for India Pavilion, as and when needed, may be included within the scope of work to avoid the downtime of execution, if necessary.
- 3.8 Fascia name and booth numbers will be provided by ITPO separately. Each corner booths will have 2 or 3 fascias as per the opening of the booths in the layout.
- 3.9 The agency will provide new carpet as indicated in the layout plan.
- 3.9.1 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 preferably new. Chairs/Tables, counters, display aids etc. provided in the stand area should be of same type & same colour with approval of ITPO.
- 3.10 The agency should provide 3D images/presentation of India Pavilion from different angles both in soft/hard copy. It must also show the complete 3D look of standard booth of 9/12 sq mtrs with

complete display aids and furniture. The presentation should show stalls, graphics design as provided by ITPO. This must be included in **Envelope II of Technical Bid**.

- 3.10.1 It shall be the responsibility of the agency for making all items as per tender documents & layout plans.
- 3.10.2 Power supply and main electrical connection will be arranged by the agency from fair organizers. **Specific requirement of power load needs to be paid by ITPO**. It shall be the responsibility of the Agency to distribute the electricity across the India Pavilions, all booths. The agency have to intimate the load required for India pavilion accordingly ITPO will apply power load to the fair organizers.
- 3.10.3 The rates will be for the whole duration of the events & include assembling, dismantling, and transportation, material handling/dryage, maintenance, cleaning on the day before opening and daily thereafter including waste disposal, display aids, etc.
- 3.10.4 The Agency is also required to quote rates for optional items such as furniture/display items including shelf, showcase, tables, chairs, spot lights, hostess etc. for use by ITPO or exhibitors directly. **(Annexure IV)**
- 3.10.5 The agency will have to settle all bills wherever the services are availed with the venue authority and other vendors, if any, before vacating the venue.
- 3.10.6 The agency has to ensure provision of onsite help desk with staff at the venue on Sept 14, 2014 to assist exhibitors and arrange any last-minute requests
- 3.10.7 Actual dimensions, photos and details of material used shall be given regarding things like the information counter, chairs, and table along with quotation. The specifications of the spotlights being offered are to be high luminosity (white light) would be preferred. The idea is to get very good luminosity.

#### **4. ELIGIBILITY CRITERIA**

Agencies having the following criteria shall be eligible for making the bids on turnkey basis.

- 4.1 Must be a registered legal business entity/service provider in India.** Otherwise if registered in a country other than India, they should have an associate/counterpart in Germany/EU, who is registered business entity/service provider in Germany/European Union. Information on license no./authority no. and other documents of information as applicable and copy of certificate/proof etc. must be attached. (Photocopies of TAN/Direct tax/Income tax/Trade Tax/VAT/GST/PAN, etc., and equivalent certificates as applicable may be attached) in the format of technical bid **(Annexure II)**. The Indian company applying must be a legal registered entity in India. The name of the applicant must be same as per registered documents furnished with Technical bid and must

furnish the name and full address and contact details of company/counterpart/associate in European Union and also submit the copy of the documentary evidence of acceptance letter for joint venture/partnership which will be duly signed and stamped by the authorized signatory of company/counterpart/associate in European Union/Germany.

- 4.2 Minimum annual turnover of Indian Rupees 5 Million for the last 3 years from the business of Construction and decoration of exhibitions. Proof of annual turnover related to Construction and decoration of Pavilions duly certified by the Chartered Accountant or any other empowered authority (legal/Government) must be attached.
- 4.3 A minimum of three years experience in construction and decoration of international events organized outside India and for European companies they should have experience preferably of an international event(s) of an international client. List of major events undertaken and clients with whom they have worked in the past must be attached and be included in the envelope of technical bid (Annexure II). Further, the company must have executed Construction & Decoration of International Exhibition abroad with a minimum net area of 500 (five hundred) sq. mtrs. in single event in the past preferably three items of the work in three years . **The documentary evidence must be attached with the Technical bid.**
- 4.4 Interest free Earnest Money Deposit (EMD) of Euro 1500/- (Euro One thousand five hundred only) Indian Rupees 1,20,000/- (Indian Rupees one hundred twenty thousand only) in the form of a demand draft / bankers cheque 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.**
- 4.5 A self attested/signed/stamped copy of the certificate/proof of the various documents (Sl.No. 4.1 to 4.3) to establish the facts, must be attached **failing which the bid offer will be summarily rejected and the financial bids will not be opened.**

## 5 **GENERAL TERMS & CONDITIONS**

- 5.1 **Prices quoted will be inclusive of all taxes and excluding power consumption charges. ITPO will pay the power consumption charges separately.**
- 5.2 Only sealed and signed tenders received as per bid documents will be considered. Tenders received through other modes like Fax and email shall not be eligible for consideration. The tenders received after due time and date shall not be considered and shall not be opened. These will be returned unopened.
- 5.3 In the event that more than one bidder submits equal bids, ITPO’s decision will be final and binding.

- 5.4 The bidder should not have been black-listed by any Govt. agency of India / European Union. In all such cases, the tender would be rejected and their earnest money so deposited would be forfeited.
- 5.5 Earnest Money is to be paid by Bankers' Cheque of a scheduled bank issued in favour of **'India Trade Promotion Organisation', payable at New Delhi, India.**
- 5.6 The competent authority on behalf of CMD reserves the authority to reject any or all the tenders received without assigning any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition, including that of conditional rebate, is put forth by the bidder shall be summarily rejected.
- 5.7 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be rejected.
- 5.8 The competent authority on behalf of CMD reserves to himself the right of accepting the whole or any part of the tender and the bidder shall be bound to perform the same at the rate quoted.
- 5.9 The tender shall remain open for acceptance for a period of 90 days from the date of opening of tenders. If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then ITPO shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the re-tendering process of the work.
- 5.10 This bid document inviting bids shall form a part of the contract document. **The bidder has to sign each page as acceptance of this and enclose the same in the financial bid.****
- 5.11 On acceptance of the tender, the name of the authorized representative(s) of the contractor/agency who would be responsible for taking instructions from the team leader shall be communicated in writing.
- 5.12 ITPO will not entertain any claim whatsoever in respect of the taxes, if paid by the selected agency.
- 5.13 The agency/contractor shall comply with various local laws in Germany and of the venue authority as may be applicable. The contractor shall comply with the provisions of all applicable local labour laws, minimum wages act, or all other similar rules/bylaws etc. The submission of the bid means that the bidder indemnifies ITPO on any claim whatsoever in this regard.
- 5.14 'Work' means work including execution of work, supply of materials, services and equipment etc.

## **6 SPECIFIC TERMS & CONDITIONS**

- 6.1 The approved bidder will work under the directions and guidance of the ITPO. It shall be the sole responsibility of the Agency to ensure all activities undertaken by them for ITPO are in accordance with the laws of land i.e. Germany.

- 6.2 Rates should be quoted in Euro only and inclusive of all taxes, etc. Payment shall be made in INR to Indian companies. Rates for display items included in the ITPO's design as well as other display aids be indicated as per annexure IIIA.
- 6.3 Interested eligible agency may submit their bids in total as per **Annexure I, II, III** with supporting documents including earnest money (EMD) of Euro 1500 (Euro one thousand five hundred) or Indian Rupees 1,20,000 (Rupees one hundred twenty thousand only) in the form of a Demand Draft/Banker's Cheque drawn in favour of "**India Trade Promotion Organisation**" payable at New Delhi. The EMD will be refunded to the un-successful bidder(s) after the selection of the vendor/agency. The EMD to the successful bidder will be refunded only after completion of the project satisfactorily. Misrepresentation of facts/withdrawals of bids will lead to forfeiture of EMD. (Please see clause 8.1 under the head Submission of Bids). **Annexure IV is Optional – not to be included in the total bid.**
- 6.4 The agency will submit the bills along with documentary proof in original for the job relating to construction, decoration & allied services for releasing the payment.
- 6.5 All materials relating to design for printing of graphics and installation of the same etc. has to be got approved by ITPO team before use, wherever possible.
- 6.6 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.
- 6.7 The Agency is required to do numbering and sign each page of the bid document as well as other enclosures by the authorized signatory. Authorization letter is to be enclosed.**
- 6.8 Validity of the bid is till November 30, 2014.**
- 6.9 ITPO requires that bidders under this contract to observe the highest standards of ethics during the period of agreement. Submission of this bid implies that the bidder is free from any vigilance/departmental inquiry of any government. The bidders have to bear the cost associated with the preparation and submission of bid documents at ITPO, New Delhi.
- 6.10 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.
- 6.11 ITPO will declare an Applicant/Bidder ineligible, either indefinitely or for a stated period of time, to be awarded contract/contracts, if at any time, it determines that the Applicant/Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- 6.12 Agency will indemnify ITPO against any claims, loss, suit, liability or judgment suffered or likely to be suffered on whatsoever account.

6.13 ITPO reserves the right to :

- Make marginal changes in the Construction & Decoration plan/Scope of work.
- 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.

6.14 Provision of onsite help desk with staff in the venue on gates for the preparation day (11<sup>th</sup> November, 2014) to assist exhibitors and arrange any last-minute requests

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

6.16 At the conclusion of the event i.e. 15 November 2014, the agency shall submit the bill along with all the documentary evidences, photographs. Besides the bill, a certificate on the company's letterhead duly signed by the authorized signatory as per the specimen language enclosed at **Annexure VII** is also to be submitted.

6.17 The submission of the bid means/implies that the agency submitting the bid is agreeing to provide the following management services:

- Provision of alternate designs/colour variations for all areas of venue and signage for selection by ITPO.
- Management staff must be available to handle enquiries from both ITPO and exhibitors.
- Submission of all necessary documentation and application forms to concerned authorities for use of venue and approval of plans etc..
- The agency shall maintain a functional site office/help desk at the venue for five days, i.e. November 11<sup>th</sup> to 15<sup>th</sup>, 2014 for which space will be provided by ITPO/venue authority.
- Preparation of order form and setup guide for exhibitors (in English) for additional furnishings and display aids.

## 7. CONDITIONS OF CONTRACT

- 7.1 The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the CMD - ITPO and the Contractor, together with the documents referred to therein including the conditions, the specifications, designs, drawings and instructions issued from time to time by the concerned Manager and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- 7.2 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.
- 7.3 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 Schedule of Quantities, 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).
- 7.4 All documents forming the Contract are to be taken as mutually explanatory of one another.

## 8. SUBMISSION OF BIDS

- 8.1 (a) Bids shall be submitted by the bidder with supporting documents in a sealed envelope in the following manner:  
(b) All the documents submitted in the bid, should be in English only, so that evaluation committee can understand easily.

**Envelope – I** Containing Interest free Earnest Money Deposit (EMD) amount Euro 1500/- (Euro one thousand five hundred only) or Indian Rupees 1,20,000/- (Rupees one hundred twenty thousand only) in the form of a Demand Draft / Bankers Cheque in favour of India Trade Promotion Organisation payable at New Delhi. The envelope I (Annexure I) will be opened first. **Without EMD, the Technical & Financial bids will not be opened and summarily rejected.**

**Envelope - II:** Technical Bid (Annexure-II) duly filled in with supporting documents as per Clause No. 4.1, 4.2, 4.3 & 4.5. The envelope should be sealed and marked as “Technical Bid for Construction, decoration and allied services for Medica 2014 Dusseldorf (Germany).”

**Envelope – III : Financial Bid** containing Annexure – III and IV (Financial Bid) including Annexures V & VI duly filled in has to be kept in Envelope III. The envelope III should be sealed and marked as “Financial Bid for Construction, decoration and allied services for Medica 2014, Dusseldorf (Germany)”.



**Envelope- IV** All the three 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) (Only those envelopes will be open, which will have all the information as being asked here above).**

This Master Envelope (Envelope – IV) should be marked as “Tender Document for **Construction, decoration and allied services for Medica 2014 Dusseldorf (Germany)**” and shall be kept in sealed tender box at the following address by due date and time as mentioned here below:

Mr. BN Gupta Manager, India Trade Promotion Organisation Room No.226, Pragati Bhavan, Pragati Maidan, New Delhi 110001
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The Bids will be opened at the above address.

**Last date of submission of Bids : 09/10/2014 - 2.30 PM**  
**Date of opening of Technical Bids : 09/10/2014 - 2.45 PM**  
**Date of opening of Financial Bids : 10/10/2014 - 3.00 PM**

8.2 In case the bidder requires any clarifications or further information, may contact ITPO, Mr. BN Gupta, Manager Tel. 91-11-23378949, Mobile No. 9810819924, E-mail: [bngupta@itpo.gov.in](mailto:bngupta@itpo.gov.in) during office hours- 10.00 am to 6.00 pm

8.3 a) The evaluation of bids will be made in three stages – (i) Earnest Money Deposit (EMD), (ii) Technical and (iii) Financial. Those companies whose EMD will be found in order, only their Technical bids shall be opened (in the presence of the bidders or their authorized representatives, if they are present).

b) Financial bids of only those firms will be considered for opening who have fulfilled the technical requirement/evaluation. After opening of financial bids, financial evaluation will be made & financial ranking statement will be prepared and the selection of the vendor/agency will be done on the basis of L1 (lowest) criteria.

c) The unit rates being quoted for each individual item of furniture/display aids shall be considered final. The agency will not be permitted to charge more than that price for any of the items from any exhibitor at any stage. For making prior bookings the discount can however be given. The prices must be quoted inclusive of all taxes (services tax/consumption tax, etc. as applicable) so that ITPO can inform the exhibitors at which rate the extra display aids/item shall be available on site. For the additional items ordered by participant over and above ITPO’s shell scheme, the C&D agency has to collect the payment from individual exhibitor directly. ITPO will not be responsible for any non-payment of such additional orders of the exhibitors if any.

- 8.4 **Bids received after the deadline of submission of application will not be considered or opened under any circumstances.**
- 8.5 **No conditional bids shall be considered. This is very important.**
- 8.6 The demand draft of Earnest Money Deposit (EMD) has to be physical and encashable instrument. No guarantees or other bank authority letter shall be accepted. The EMD is interest free.
- 8.7 Bids received through email/fax shall not be considered
- 8.8 No modification or substitution of the submitted application/bid shall be allowed. An applicant/bidder may withdraw his application after submission, provided that written notice of the withdrawal is received by ITPO before the due date. In case an applicant/bidder wants to resubmit his application/bid, he shall submit a fresh application/bid following all the applicable terms & conditions by the stipulated date.
- 8.9. Any document received after the closing date and time shall not be accepted.
- 8.10. 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.
- 8.11 The comparative statement of technical bids will be made indicating qualifying criteria mentioned in the bid document declaring the company qualifying or not qualifying.

## **9. 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.

## 10. **ARBITRATION**

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

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings here-in before mentioned as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders of these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter within the jurisdiction of Delhi.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

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

## 11. **Contractor to indemnify ITPO against Patent Rights**

The contractor shall fully indemnify and keep indemnified the ITPO against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against ITPO in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the ITPO if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Officer-in-Charge in this behalf.

## 12. **SAFETY CODE**

Suitable safety should be provided for workmen for all works to prevent any mishap to workers at place of work including Fire Safety, Security, etc. In case, if happened, contractor is responsible for all damages.

## 13. **TERMS OF PAYMENT:**

- Payment to the successful bidder will be made as per following schedule :
- Advance up to 25% of the approved bids amount to be paid before undertaking the job subject to submission of acceptable bank guarantee as per the enclosed format (Annexure V) in favour of **India Trade Promotion Organisation** for the similar amount. Bank Guarantee shall be released after the successful completion of the contract period on the satisfactory performance. **(Please note, if the agency does not want advance payment, then there is no need to give this Bank Guarantee).**
- Balance amount, as shall be payable, would be released on completion of the event on satisfactory report of the officer/ITPO team deputed for the event subject to submission of soft and hard copies of evidences of all deliverables and report etc. as envisaged .
- **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.

## 14. **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 5% of the total bid or the suitable amount decided by the competent authority as value of 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, as per the unit rate given by the agency in Annexure IV.

### **List of documents/reference attached as enclosures for information and guidance:**

- The basic concept design for India Pavilion in Medica 2014 Dusseldorf (Germany) editions (Enclosure - E-1)
- Layout plans of Halls (Enclosure - E-2, E3, E4)

**Please Note:** The check list for above bid document is at Annexure-VII for your reference and guidance only

**Enclosure for Envelope I (on company's letterhead)**

**INDIA TRADE PROMOTION ORGANISATION**  
**India Pavilion – Medica 2014 Dusseldorf (Germany)**  
**(12<sup>th</sup> to 15<sup>th</sup> November, 2014)**

**Details of Earnest Money Deposit for Bids (Construction, decoration and allied services)**

Sl. No.	Title	Details
1.	Name and address of the company	
<b>EMD</b>		
2.	<p>Details of interest free Earnest Money Deposit <b>(EMD)</b>. The demand draft of Earnest Money Deposit (EMD) has to be physical and encashable. No guarantees or other bank authority letter shall be accepted.</p> <p><b>(Please refer clause 4.4 of Eligibility Criteria)</b></p>	<p>Amount :</p> <p>Demand Draft No. :</p> <p>Date :</p> <p>Bank Name :</p>

DATE :

SIGNATURE OF AUTHORISED REPRESENTATIVE

Place :

NAME

COMPANY SEAL

(Please attach Authorization letter for signatory)

**Enclosure for Envelope II (on company's letterhead)****INDIA TRADE PROMOTION ORGANISATION**

**India Pavilion – Medica 2014 Dusseldorf (Germany)**  
**(12<sup>th</sup> to 15<sup>th</sup> November. 2014)**

**Technical Bids for Construction, Decoration & Allied Services**

<b>Sl. No.</b>	<b>Title</b>	<b>Details</b>		
<b>Eligibility Criteria</b>				
1.	Information no., license No./authority no. and other documents of information as applicable and copy of certificate/proof etc. must be attached. (Photocopies of TAN/Direct tax/Income tax/Trade Tax/VAT/GST/PAN, etc., as applicable, may be attached)  <b>PS: The name of the tenderer should be same as per registration certificate / PAN card and must be a legal registered entity in India</b>	Registration no:  PAN Number:		
2.	Annual Turnover (last three financial years)  (Please attach certificate from Chartered Accountant and other documentary evidences to establish the turnover) <b>Please refer clause 4.2 of Eligibility Criteria</b>	Year I  (2010-11)	Year II  (2011-12)	Year III  (2012-13)
3	Details of Past Experience of Construction and Decoration of exhibition <b>Please refer clause 4.3 of Eligibility Criteria</b>			
	Name of the events of minimum area of 500 sqm. of single event abroad .			
	(Please attach list of three Projects/Clients/ Job orders with area/documentary evidences etc.) done in last three years			
<b>Technical Criteria</b>				
4.	Please provide 3D images/presentation 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 9 sq. mtrs. with complete display aids and furniture. The presentation should also show theme pavilion, stage area, graphics, buntings, information desk, inaugural arrangements, installation, hangings, etc. in detail.			

<b>Company Profile</b>	
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
12.	Bankers details with A/c No.
13.	Year of Establishment
14.	No. of employees
15.	List of enclosures attached
16.	Any other additional information, which you like to give
17.	(A) Details of company / Associate / Counterpart in Germany/EU Attach a duly self certified signed and stamped copy of the letter of cooperation of counterpart in Germany/EU
	Name & designation of Associate/ counterpart in EU : 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 in this envelope. The name of the tenderer is same as mentioned in the registration certificate & PAN card and is a registered legal entity in India. All the information furnished above is true & correct. The total number of pages including those of enclosures are.....

DATE :

Place :

SIGNATURE OF AUTHORISED REPRESENTATIVE

NAME

COMPANY SEAL

(Please attach Authorization letter, if required)

**Note:** 1) Please number and sign each page of this tender document and enclose it in this envelope of Annexure II.(2) Each document as shall be enclosed has to be signed/stamped.

**INDIA TRADE PROMOTION ORGANIZATION**

**India Pavilion – Medica 2014 Dusseldorf (Germany) (12<sup>th</sup> to 15<sup>th</sup> November, 2014)**

**FINANCIAL Bids for Construction, Decoration & Allied Services**

**(Please refer Annexure –III A where the illustration is given)**

	<b>Name address of the Agency</b>	
<b>Part A</b>	<b>Construction, decoration of India Pavilion at Medica 2014 Dusseldorf (Germany (12<sup>th</sup> to 15<sup>th</sup> November, 2014)</b>  <b>(Description of Work in Annexure III, as per layout plans &amp; drawings and terms &amp; condition of tender document). The construction under Shell Scheme is for 484 sqm area of ITPO pavilion</b>  <b>Note: Electricity consumption will be paid by ITPO but the agency has to get the electricity connection &amp; distribute it in each booth</b>	<b>Total Bid Value of the complete work in including all taxes , fair authorities accreditation fees and any other to be paid for doing the job except electricity consumption charges</b>  <b>In Euro :</b>  <b>Per sqm Rate in Euro :</b>

We undertake to abide by all the terms & conditions of the bid document. We will clear the dues of fair organizers if any services is availed from while executing the India pavilion at Medica 2014 Dusseldorf (Germany)'2014. We will keep the drawings and other information as made available safe and secret.

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

Date:

Signature of Authorized representative

Name

Company Seal

**Note:** Please note in case of shortfalls either because of reduced scope of work by ITPO or for other genuine reasons the proportionate deductions will be made as per the unit rates provided in Annexure IIIA. ITPO will give sufficient notice in advance of such cancellation or reduction in scope of work.



**INDIA TRDE PROMOTION ORGANIZATION****India Pavilion – Medica 2014 Dusseldorf (Germany) (12<sup>th</sup> to 15<sup>th</sup> November, 2014)****Per Unit Details/Break-up of the additional display aids on payment basis,  
not to be included in the financial bid**

Please Note: In case of shortfalls either because of reduced scope of work by ITPO or for other genuine reasons the deduction will be made as per these unit rates.

Item No	Item Size/Specs	Photograph of the item	Unit Price ( in Euro )	On site orders Rate (Euro)
1.	Pegboard 900 x 1800H			
2.	Pegboard Hook L50			
3.	Pegboard Hook L100			
4.	Glass Shelf 870x330			
5.	High Showcase 520x520x1870H			
6.	Low Showcase 1020x520x1050H			
7.	Stacking Chair			
8.	Round Table R600x650H			
9.	Wall Panel(Hard Type) 990 x 2700H			
10.	Wall Panel(Soft Type 16mm) 990 x 2700H			
11.	Info Counter 900 x 450 x 930H			
12.	Display Counter 1000 x 500 x 750H			
13.	Display Counter 1000 x 1000 x 750H			
14.	Cabinet with Sliding Door 1000 x 500 x 750H			
15.	Cabinet with Sliding Door 1000 x 500 x 900H			
16.	Flat Shelf 985x300			
17.	Slant Shelf 985x300			
18.	Mesh Panel 900 x 1800H			
19.	Mesh Panel Hook L100			
20.	Mesh Panel Hook L200			
21.	Curtain Rail L1000			
22.	Curtain Rail L2000			
23.	Rectangular Table 1500 x 600 x 700H			
24.	Folding Chair			
25.	Square Table 450 x 450 x 650H			
26.	Standard Hanger			
27.	Name card Receiver			
28.	Catalogue Rack A4 Size			
29.	Standard LED spotlight Equivalent: Halogen 100W			
30.	LED Spotlight 50W Equivalent			

31	HID Floodlight 150W(White Light)			
32	LED Spotlight 95W Equivalent:500W			
33	FL Lamp 40W(White Light)			
34	Power Outlet 100V/5A			
35	Adapter			
36	Display Counter(2steps)			
37	Chain & Hook(2pcs/set)			
38	Velcro tape 4 pc/set			
39	Rubbish Bin SE-402			
40	Meeting Set SC-804 x3, R600x650x1			
41	System Frame(3m)			
42	LED Spotlight 20W white			
43	Hook hanger			
44	Plant (Large)			
45	Plant (Medium)			
46	Plant (Small)			
47	Flower pot			
48	Refrigerator 165 ltr.			
49	Glass door			
50	Sofa Single Seater			
51	Sofa Two seater			
52	Sofa Three seater			
53	Table central			
54	Bunting/Graphic per sqm.			
55	Self Standing Rack			
56	TV (LCD / LED) for total duration with DVD stand & frame			
57	Hostess minimum 8 hrs working per day rate Extra hrs @ euro ..... Per hrs )			

Note: The unit rate quoted here shall be inclusive of all taxes. The exhibitors have to be provided these items at the above rates. No extra rate/taxes can be charged. The agency, however, for taking the prior/advance bookings can offer discount to the exhibitors to get their demand in advance for better planning. The agency is bound to charge the rates for advance orders and on- site orders as per above table

( Signature )  
Name & Designation

**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

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

To

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

In consideration of the President of India acting through the India Trade Promotion Organisation (hereinafter referred to as 'the ITPO') having agreed to grant a licensee to M/s.....of .....(hereinafter called the "LICENSEE") for carrying out the work of **Construction, decoration and allied services for India Pavilion at Medica 2014 Dusseldorf (Germany) exhibition** on the terms and conditions contained in the said Bid Document, which interalia provides for production of a Bank Guarantee to the extent of Euro ..... or INR ..... ( ..... in words) for the service by way of security for the due observance and performance of the terms and conditions of the said license we.....(indicate the name and address and other particulars of the bank) (hereinafter referred to as 'the Bank') at the request of the LICENSEE hereby irrevocably and unconditionally guarantee to the ITPO that the Licensee shall render all necessary and efficient services which may be require to be rendered by the LICENSEE in connection with and /or for performance of the said LICENSEE and further guarantees that the service which shall be provided by the LICENSEE under the said Bid Document, shall be actually performed in accordance with terms and conditions of the Bid Document to the satisfaction of the ITPO.

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

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

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

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

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

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

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

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

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

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

Date.....day..... for \_\_\_\_\_  
(name of the bank)

Witness:

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

(On company's letterhead)

**India Pavilion – Medica 2014 Dusseldorf (Germany)  
(12<sup>th</sup> to 15<sup>th</sup> November, 2014)**

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

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

We agree to keep the tender open till November 30, 2014 from the due date of its opening and not to make any modifications in its terms and conditions.

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

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

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

Dated

Signature of Contractor

Postal Address:

Witness:

Address:

Occupation:

(On company's letterhead)

Dated.....

The Fair In charge,  
Medica 2014 Dusseldorf (Germany)  
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 Euro ..... as per the job order received vide letter/e-mail dated..... from ITPO on the acceptance of our offer vide tender bid dated.....

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

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

Thanking you,

Yours sincerely,

Date:

Place:

Authorized Signatory

**India Pavilion – Medica 2014 Dusseldorf (Germany)  
(12<sup>th</sup> to 15<sup>th</sup> November, 2014)**

**Check list:**

- 1 **Earnest Money Deposit (EMD) of Euro 1500 (Euro one thousand five hundred only) or Rs. 1,20,000 (Rupees one lacs twenty five thousand only) in the form of a demand draft drawn in favour of India Trade Promotion Organisation payable at New Delhi**
- 2 Documentary evidence of having enclosed photocopies of Information no. license No/authority no. and other documents of information as applicable and copy of certificate/proof etc. The original letter/certificate from the German/EU Associates/counterpart
- 3 Acceptable documentary evidence of annual turnover Indian Rupees 5 million for the last 3 years from the business of construction & decoration in national/international exhibitions/events with certificate from auditor or any other empowered authority (legal/government) must be attached.
- 4 Documentary evidence towards minimum of 3 years experience. The company must have executed Construction & Decoration of International or Indian Exhibition abroad for minimum area of 500 sqm. in single event in the past. The documentary evidence must be attached with the Technical bid.
- 5 Duly filled-in form of bid documents – All Annexure on Company’s Letterhead
6. The Agency is required to do numbering and sign each page of the bid document as well as other enclosures by the authorized signatory. Authorization letter is to be enclosed.
7. Proposed 3D images/presentation of INDIA pavilion (Hard copy) clearly showing the complete projection of INDIA pavilions from different angles.  
**(Along with Technical bid)**

**8. Submission of bid:**

**Envelope-I**

Containing Earnest Money Deposit (EMD) amount Euro 1500/- (Euro one thousand five hundred only ) or Indian Rupees 1,20,000/-(Rupees one hundred twenty thousand only) in the form of a demand draft in favour of **India Trade Promotion Organisation** payable at New Delhi.

**Envelope-II**

Technical Bid (**Annexure-II**) duly filled in with supporting documents

**Envelope – III :**

**Financial Bid** containing **Annexure – III (Financial Bid) to VI** duly filled in has to be kept in Envelope III.

**Envelope- IV**

All the three 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) (Only those envelopes will be open, which will have all the information as being asked here above).**

9 **Bid schedule:**

**Last date of submission of Bids : 09/10//2014 (2.30 PM)**  
**Date of opening of Technical Bids : 09/10//2014 (2.45 PM)**  
**Date of opening of Financial Bids : 10/10//2014 (3.00PM)**

Note:

- A. The above check list is for your reference and guidance only. Please go through the complete tender document for confirmation.
- B. All the documents submitted in the bid, should be in English so that evaluation committee can understand easily.
- C. Please number and sign each page of the tender document along with technical bid in envelope II.