



INDIA TRADE PROMOTION ORGANISATION

Sub: Tender for Construction, decoration and allied services for F, Perth, Australia, to be held from 27th Sept. to 4th Oct. 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 IGA Perth Royal Show, Perth, Australia to be held from 27th Sept. to 4th October 2014.**

1.3 ITPO is inviting 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 a gross area of 1200 sq. mtrs, at Silver Jubilee Hall and 100 sq. mtrs open area at Claremont ground, Perth Australia. Over 50 Indian exhibitors will showcase their products, trends and innovations to the visitors from Australia. The layout of the area is enclosed.

1.5 PRODUCT PROFILE

Agriculture, energy, resources, IT, services, tourism, education automobile, handicrafts, textiles, leather, research & development, science & technology etc.

2. OBJECTIVES

2.1 The objective of this exercise/bid is to create an international standards/level construction and decoration arrangement and provide other facilities for the benefit 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.

2.3 Providing office set up for the fair organizing team, Wine Festival area at the Mezzanine Floor of Silver Jubilee Pavilion, as per the layout plans as detailed in annexure III-A. The office will have the facilities for tea/coffee/mineral water corner, lounges, Wi-Fi/internet connectivity along with 2 set of Computer (latest hardware components) along with Printer, floral decoration etc.

3. SCOPE OF WORK

- 3.1 ITPO has booked 1200 sq. mtrs. at Silver Jubilee Pavilion and 100 sq. mtrs at open area for automobile display at Claremont Ground, Perth, Australia. The space includes Room for Office and Wine Festival at Mezzanine Floor measuring 157.5 sq. mtrs. There are over 50 exhibitors in India Pavilion in the Silver Jubilee Pavilion, having different size of the booths i.e. 6, 9, 12 and multiples of 3 sq. mtr as per lay out plans and the **net area** by stalls will be 590 sq. mtrs. in Ground Floor and 60sq. mtr. in Mezzanine area in Silver Jubilee Pavilion.
- 3.2 The work will include construction of booths and allied facilities/displays of India Pavilion and providing other services as per details enclosed at Annexure III-A and III-A(contd). **The premises will be available for Construction on 21st September 2014 from 9.00 hrs. The Construction Work must be completed by 25th Sept., 2014 by 10.30 a.m. to handover the constructed booths to the exhibitors. The selected agency will undertake the C & D activities for the event 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.**
- 3.2.1 The construction & decoration work has to be in accordance with this lay out plans and designs. A Layout plan indicating booth size is given as per details available in enclosures.
- 3.3 The agency will undertake cleaning of entire India Pavilion including Wine Pavilion at Mezzanine of Silver Jubilee Pavilion, Ellie Eaton Theatre, Cultivate Stage including Change room, prior and after the Indian event as per Schedule on daily basis and maintain cleanliness throughout the exhibition period, including removing of garbage bags in dust bins.
- 3.4 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.
- 3.5 Fascia name and booth numbers will be provided by ITPO separately. Each corner booths will have 2 or 3 fascias.
- 3.6 The agency will provide new carpet as indicated in the layout plan and in Office & Seminar area/Displays/Lounge etc.
- 3.6.1 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.

- 3.7 (a) Please provide 3D images/presentation of India Pavilion from different angles. It must also show the complete 3D look of standard booth of 6/9/12 sq mtrs with complete display aids and furniture. The presentation should show stalls, office, seminar area, stage area, graphics design as provided by ITPO /entrance gate etc. in detail. This must be included in **Envelope II of Technical Bid**.
- (b) If the selected agency has an India based office then the representative of the agency has to make a presentation to the Competent Authority of ITPO before the event. And if not in India then the power-point presentation of 3-D images of the interiors including entrance gate etc. has to be sent by e-mail. (This is required 7-10 days before the inauguration).
- 3.7.1 It shall be the responsibility of the agency for making all items as per tender documents & layout plans.
- 3.7.2 Power supply and main electrical connection will be arranged by the agency from Claremont ground. Basic electricity charges have been waived off by the Fair Authority, however specific requirement of additional 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, entrance gates, stage, tea/coffee corners, office room, and lounge and to various other facilities centers.
- 3.7.3 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.
- 3.7.4 The Agency is also required to quote rates for optional items such as furniture/display items including shelve, showcase, garment rail, peg board, tables, chairs etc. for use by ITPO or exhibitors directly. **(Annexure IV)**
- 3.7.5 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.
- 3.7.6 Bidder is expected to offer 3-D images (of his concept) of themes, information counters, inauguration site etc. both in hard and soft copy in their technical bid for evaluation.
- 3.7.7 The agency has to ensure provision of onsite help desk with staff in the venue on gates for the preparation day (21st July, 2014) to assist exhibitors and arrange any last-minute requests
- 3.7.8** The signage informing about the show has to be placed at appropriate places, refreshments such as tea/coffee/mineral water counters, lounge, facilities room, information desk, etc. informing the visitors to visit the India Pavilion. The bidders have to give suggestions and idea about this in their technical bid. Refer annexure II.

3.7.9 (a) Being India as a GUEST NATION, ITPO wants to project an India centric image to the event in all the exhibition area as well as in foyers including facilities and VIP room etc. Accordingly, India centric graphics, buntings/flags etc. are required to be hanged/placed/displayed at appropriate and prominent places for a creative visual effect. (Refer the enclosures)

(b) Flag of India and Australia on flag mast/pole are to be placed on both sides of the stage at the time of inauguration/seminars and at the information. Similarly, small flags on the stand have to be kept at the podiums during the inauguration and at the VIP room, ITPO office etc..

3.7.10 (a) Wi-Fi/Internet connectivity in India Pavilion.

(b) Landline / Internet connection in ITPO office etc.

3.7.11 (a) Actual dimensions, photos and details of material used shall be given regarding things like the information counter, chairs, and table along with quotation.

(b) 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 business entity/service provider in Australia. Otherwise if registered in a country other than Australia then they should have an associate/counterpart in Australia, who is registered business entity/service provider in Australia. The Australia company/counterpart/associate preferably should have an office in Perth region besides other cities of Australia. 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., and equivalent certificates as applicable may be attached) in the format of technical bid (Annexure II). The Indian company must furnish the name and full address and contact details of Australia company/counterpart/associate and also submit the original documentary evidence of acceptance letter for joint venture/partnership which will be duly signed and stamped by the authorized signatory of Australia company/counterpart/associate.

4.2 Minimum annual turnover A\$ One million or Indian Rupees 50 million for the last 3 years from the business of Construction and decoration of exhibitions. Proof of annual turnover related to Construction and decoration for set up of International Pavilions duly certified by the Chartered Accountant or any other empowered authority (legal/government) must be attached.

4.3 A minimum of 3 years experience in construction and decoration of international events organized outside India and for Australian 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 in Australia of minimum gross area of 2000 (Two thousand) sq. mtrs. in single event in the past. **The documentary evidence must be attached with the Technical bid.**

4.4 Interest free Earnest Money Deposit (EMD) of A\$ 4,000/- (A\$ Four Thousand only) vide Bankers' cheque or Indian Rupees 2,75,000/- (Indian Rupees two lacs seventy five thousand only) in the form of a demand draft 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 including of all taxes.**

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 / Australia. 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 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 Australia 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 equipments, 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. Australia .
- 6.2 **Rates should be quoted in Australia A\$ only and inclusive of all taxes, etc. Rates for services not included in the format may also be indicated, if required.**
- 6.3 Interested eligible agency may submit their bids in total as per **Annexure I, II, III, and III-A** with supporting documents including earnest money (EMD) of A\$ 4000 (A\$ Four Thousand only) or Indian Rupees 2,75,000/-(Rupees two lacs seventy five thousand only) in the form of a Demand Draft/Bankers'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 90 days of the last day of the submission of the bid.**
- 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 (25th Sept. 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 Selected images/material of the last events is enclosed for reference purpose only.

6.17 At the conclusion of the contract, i.e. 4th October 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.

6.18 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 8 days, i.e. 27th September to 4th October, 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. (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, in English only, so that evaluation committee can understand easily.

Envelope – I Containing Interest free Earnest Money Deposit (EMD) amount **Australia A\$ 4,000/- (A\$ Four thousand only) or Indian Rupees 2,75,000/- (Two lacs seventy five 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. 4.2, 4.3 & 4.5**. The envelope should be sealed and marked as “Technical Bid for **Construction, decoration and allied services for Perth Royal Show 2014, Australia**”.

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

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 Perth Royal Show 2014, Australia** ” and shall be kept in sealed tender box at either of the following address by due date and time as mentioned here below:

Hira Raichandani Consul & Head of Chancery Consulate General of India 12 th St. George Terrace, Level 6, Perth, Western Australia 6000	Mr. J Guna Sekaran Dy. General Manager, India Trade Promotion Organisation Room No.112, Pragati Bhavan, Pragati Maidan, New Delhi 110001
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The Bids will be opened in the above address.

Last date of submission of Bids : 23/07/2014 - 3.00 PM
Date of opening of Technical Bids : 30/07/2014 - 3.00 PM
Date of opening of Financial Bids : 05/08/2014 - 3.00 PM

- 8.2 In case the bidder requires any clarifications or further information, may contact ITPO, Mr. J Guna Sekaran, Dy. General Manager Tel. 91-11-23371829, Telefax. 91-11-23371829 / 9990309000, E-mail: sekaran@itpo.gov.in during office hours.
- 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 details of the financial bid as provided in Annexure III-A are for reference purpose only and not for comparison/evaluation of each item of the bid. These are being asked so that in case of any reduction in scope of work/shortfall(s) in deliverance, adequate deductions can be made for those particular shortfalls/reductions while making the final payment. All the bidders**

must provide this information of unit rate etc., specifically for each item in the scope of work.

d) 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.

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.

- **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 III-A and IV.**

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

- The basic concept design for India Pavilion in Perth Royal Show 2014 editions (Enclosure - E-1 & E-1-1)
- Layout plans of floors (Enclosure - E-2 & E-2-2)
- Plan for the Restaurant area marked in E-2
- Design for Pillar decoration (E-4 & E-4-1)
- Dimensional layout plan of Silver Jubilee Pavilion, Claremont ground, Perth, Australia (Enclosure (E-3))
- Design/drawing of Entrance Gate and ribbon cutting at opening ceremony (Enclosure - E-5)
- Main display in India Pavilion in Silver Jubilee Pavilion (Enclosure E-6)
- Exhibition Ground Plan – Silver Jubilee Pavilion at Claremont Ground, Perth, Australia (Enclosure - E-6)

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 – Perth Royal Show 2014
Perth, Australia (27th Sept. to 4th Oct. 2014)

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

Sl. No.	Title	Details
1.	Name and address of the company	
EMD		
2.	<p>Details of interest free Earnest Money Deposit (EMD). The demand draft of Earnest Money Deposit (EMD) has to be physical and encashable. No guarantees or other bank authority letter shall be accepted.</p> <p>(Please refer clause 4.4 of Eligibility Criteria)</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 – Perth Royal Show 2014
Perth, Australia (27th Sept. to 4th Oct. 2014)

Technical Bids for Construction, Decoration & Allied Services

Sl. No.	Title	Details		
Eligibility Criteria				
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)			
2.	Annual Turnover (last three financial years) (Please attach certificate from Chartered Accountant and other documentary evidences to establish the turnover) Please refer clause 4.2 of Eligibility Criteria	Year I (2010-11)	Year II (2011-12)	Year III (2012-13)
3	Details of Past Experience of Construction and Decoration of exhibition Please refer clause 4.3 of Eligibility Criteria			
	Name of the event of minimum area of 2000 sqm. of single event in Australia .			
	(Please attach list of Projects/Clients/ Job orders with area/documentary evidences etc.)			
Technical Criteria				
4.	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 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.			

Company Profile	
5.	Name of the Company
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 Australian company / Associate / Counterpart in Australia
	Name & designation of Australian Associate/counterpart of Australia : 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 total number of pages including those of enclosures are.....

DATE :
REPRESENTATIVE

Place :

SIGNATURE OF AUTHORISED

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 – Perth Royal Show 2014
Perth, Australia (27th Sept. to 4th Oct. 2014)
FINANCIAL Bids for Construction, Decoration & Allied Services
(Please refer Annexure –III A where the illustration is given)

Name address of the Agency	
Construction, decoration and allied services of India Pavilion at Perth Royal Show, Perth, Australia, 27th Sept. to 4th Oct. 2014 (Description of Work in Annexure IIIA, as per layout plans & drawings E – 1 to E – 6 and terms & condition of tender document as per Enclosures)	Total Bid Value of the complete work in A\$ including all taxes (In words).....

We undertake to abide by all the terms & conditions of the bid document. 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 TRADE PROMOTION ORGANIZATION

India Pavilion – Perth Royal Show 2014

Perth, Australia (27th Sept. to 4th Oct. 2014)

Per Unit Details/Break-up of Financial Bid (for reference only and not for comparing/evaluating each item). Refer clause 8.3 (c)

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 here below. ITPO will give sufficient notice in advance of such cancellation or reduction in scope of work.

<u>Detailed Bids for Construction, decoration and allied services for Exclusive Indian Trade Fairs and ‘India Pavilion’ by India Trade Promotion Organisation</u>					
1. India Pavilion – Perth Royal Show 2014, Perth, Australia (27th Sept. to 4th Oct. 2014)					
<ul style="list-style-type: none"> Construction of Booth will be Prefab or Equivalent systems. The front profile of the booth will be constructed in the MAXIMA system with hanging fascia as shown in the plan (E-1). Please refer to all the designs before you quote for the job. One hanging fascia printed in inkjet digital print as per the design (2 for corner Booth) 					
S.No	Description	Perth Royal Show 2014- Details of items			
	Booth size	6 sqm (Refer E-2-2) (Mezzanine)	9 sqm.	12 sqm.	40 sqm (Refer E-3) (Restaurant)
	Nos. of booths	10	32	18	2
1	Table Round	1	1	1	5
2	Chairs (not folding chair)	2	2	3	16
3	Counter;		1	1	3
4	Spotlights (60W white FL Spotlight)	3	4	5	15
5	Power socket (100V)	1	1	1	4
6	Dust Bin	1	1	1	4
7	Small flower pot	1	2	2	Please refer E-3 drawing indicating the graphics, plants, panels etc. Sticker pasted on transparent acrylic sheet (elevation at ‘BB’ – 1mtr. x 3 mtr. – 2nos. Restaurant Fascia 1 mtr. x 3 mtr. above 4mtr. height as marked ‘A’ in the drawing)
8	Any 2 for 6sqm and any 3 for 9sqm & above, of the following				
	single hanger stand with 25 hangers				
	Podium (1mtr. x 0.5 mtr.)				
	Peg Board with 25 hook assorted				
	Shelves – 3 nos.				
	Total Rate(A\$)	A\$_____	A\$_____	A\$_____	A\$_____
<ul style="list-style-type: none"> Mainline electrical connection and secondary wiring fees should be included with the power 					
<i>(If you could offer still better package please explain and give cost)</i>					
Note: 1. Actual dimensions, photos and details of material used shall be given regarding things like the information counter, chairs, and table along with quotation, 2. Please specify the spotlight. We would prefer spotlights with high energy efficiency, high luminosity (white light). The idea is to get very good luminosity.					

2.	ITPO Office / Information / vacant Area	Total Price
	<ul style="list-style-type: none"> ➤ 10 planter in front ➤ Lockable Door – 1 no. ➤ Chair – 1 executive + 3 visitor chairs ➤ Lockable cupboard – 2 	A\$_____ —

	<ul style="list-style-type: none"> ➤ Counter table - 2 ➤ Desktop PC (English OS, Windows Office) with monitor ➤ Colour laser printer with toner and paper (A4 size); ➤ Internet connection (ADSL); ➤ Small Refrigerator ➤ Crockery (Disposable) ➤ Dustbin 2 ➤ Catalogue display stand-1 ➤ Microwave oven – 1 ➤ Coffee machine ➤ Mineral water supply ➤ Disposable glass : 1000 ➤ Supplies of milk, coffee, sugar, tea bags. disposable cups (100 per day) etc. ➤ One person from setup day (25th Sept. 2014) until end of fair for cleaning & ensuring that supplies of milk, coffee, sugar etc. and checking the disposal of garbage is done regularly. ➤ 2 persons will also provide service in India Pavilion <p>Note: This facility must be fully functional from 11.00 am on 25th Sept. 2014</p>	
3.	<p>Greenery (Refer E-2-2 & E-3) Green Plant with planter -1ft. high – 10 nos. Green Plant with planter - 2ft. high – 10 nos.</p>	<p>Total Price A\$_____</p>
4.	<p>Signages / Entrance Gate at Silver Jubilee Pavilion (One corner entry and One middle entry) - As per designs/drawing attached Entrance (Refer E-5 drawing)</p> <ul style="list-style-type: none"> • A – Display at Entrance (Middle) – 1 no. Size – 8ft. x 16ft. • B – Display at Entrance (corner entry) – 2 nos. Size - 8ft. x 16ft. • The pillar to be decorated with acrylic backlit panel on 3 sides – Size 1mtr. x 4.5 mtr. <p><u>PILLARS :</u></p> <ul style="list-style-type: none"> • Milky acrylic for backlit panel circular coverage for pillars with 1 mtr diameter x 3 mtr. height – 6 nos. <p><u>Display Panels with installation (as per the design provided):</u></p> <ul style="list-style-type: none"> • Façade – 3mtr. x 5.2 mtr. – 1 no. in India Pavilion (Refer E-6) • Side Panel Display – 1.44 mtr. x 1.92 mtr. – 3 nos • Display – 3 mtr. x 2.5 mtr. – 3 no. (1in India Pavilion & 2 in wine pavilion) • Display in India Pavilion (Refer E-2) TG – 1.5mtr. x 5 mtr. (on the mezzanine) • Display in Restaurant Area (Please refer the E-3 drawings) TG – 12 nos. TG1 – 2 nos. Elevation at BB, cloth stretched from ceiling (95cm x 3mtr.), Fascia 1mtr. x 3 mtr. -1no. • Side panel Display (Refer E-4 drawing) – 1.2 mtr. x 6.4 mtr. – 6 no 1.2 mtr. x 5.3mtr. – 1 no. • Centre Stands Elevation (Refer E 1-1) – 1 mtr. x 3 mtr. – 18 nos. 1 mtr. x 4 mtr. – 2 nos. <ul style="list-style-type: none"> • Display - 4m x 1m banners - 3 nos. (12mtr. x 1mtr.) These will be installed together by RASWA, on the perimeter of the Main Arena. The signs need to be vinyl banners with eyelets to be given to RASWA by 22.09.2014. • Photograph Display on the wall panel – 1mtr. x 1mtr. – 15 nos. 	<p>Total Price A\$_____</p>

	<p><u>Flag Poles (Outdoor) & Back Drops (for programmes in the theatre):</u></p> <ul style="list-style-type: none"> • Flag Poles – 3.2 mtr x 1mtr – 24 nos. • Back Drop on the stage – 3 mtr. x 6mtr. – 1 no.(Stand alone structure), for Fashion Shows, Cultural Programmes, Indian Band Show, Bollywood songs & dances etc. <p>Note: Only Graphic design will be provided by ITPO. The fabrication, Pasting and Installation should be included in the costs. (You may give your suggestion as well as with costs)</p>	
5.	<p><u>Decoration service</u></p> <ul style="list-style-type: none"> • Services of 5 professional decorators. Each decorator has to be equipped with proper hand-tools, equipment and accessories including staple guns. • Provision of materials such as adhesive tape, string, hooks and such materials required for display. • The agency has to keep provision of extra hand tools, such as scissors, staple guns, hammers, etc. for the benefit of exhibitors. <p>Note: These decorators must be available from 8.30 am till 9.30 pm from 25th to 27th Sept. for exhibitors. Each decorator will be dedicated for 5-10 booths with a work sheet. The decorator will submit the report indicating the time spent in various booths. The decorator has to get the clearance from the allotted exhibitor that the job is satisfactorily completed.</p>	<p>Total price</p> <p>A\$ _____</p> <p>A\$ _____</p>
6.	<p><u>Wi-fi connectivity</u></p> <p>It is proposed to provide full Wi-Fi connectivity to all the exhibitors in India Pavilion at Silver Jubilee Pavilion with Password protection. Agency has to ensure Wi-Fi connectivity for 8 days i.e. from 27th Sept. to 4th Oct. 2014 .</p>	<p>Total price</p> <p>-----</p> <p>A\$</p>
7.	<p><u>Trolley</u></p> <ul style="list-style-type: none"> • Hand trolley for exhibitor use at takedown = 10 Nos. <p>(This services has to be available at Silver Jubilee Pavilion)</p>	<p>Total Price</p> <p>A\$-----</p>
8.	<p><u>Photographs with frame</u></p> <p>Hard copies of two sets of photographs (20’’X24’’) with frame of Hon’ble President and Prime Minister of India. Soft copy of Photographs will be provided by ITPO. These will have to be placed/hanged as per the directions of the team at the time of inauguration/VIP Room/Information Desk etc.</p>	<p>Total Price</p> <p>A\$.....</p>
9.	<p><u>Cleanliness</u></p> <p>The agency will undertake cleaning of entire exhibition space on all floors ie. Ground floor, 2nd and 3rd floors of INDIA pavilions foyer areas .on daily basis and maintain cleanliness throughout the day including removing of garbage bags in dust bins.</p> <p>Cleaning on the day before opening, fair period and thereafter including waste disposal.</p> <p>After the events, all Halls should be given clean and clear to venue authority i.e RASWA, Claremont ground, Perth.</p>	<p>NIL</p>
10.	<p><u>National Flags of India & Australia</u></p> <p>Flag of India and Australia on flag mast/pole are to be placed on both sides of the stage at the time of inauguration, seminar and at the information. Similarly, small size flags on the stand have to be kept at the podiums during the inauguration/seminar and at the information desks, VIP room, ITPO office etc.</p>	<p>Total Price</p> <p>A\$.....</p>

11.	<p style="text-align: center;"><u>Wine Sampling Area</u></p> <p>An occasional license from the Department of Racing Gaming and Liquor may be arranged in cooperation with ITPO. RASWA approved the stall plan and design of the Mezzanine Level. There will be 10 booths each measuring 6 sq. mtrs. Each participant may be given 12 wine glasses for sampling including washing for re-serving.</p>	<p style="text-align: center;">Total Price</p> <p>A\$.....</p>
12.	<p style="text-align: center;"><u>Photography</u></p> <p>Photographs are to be taken with high resolution camera for the inauguration, VIP visits to India Pavilion on the inauguration day and provide the prints in 5” x 5” size in an album (presentable) and CD/DVD – 2 nos.</p>	<p style="text-align: center;">Total Price</p> <p>A\$.....</p>

(Signature of Authorized Signatory)

Construction time available:

- Booths are to be completed first and handed over to exhibitors by 10.00 a.m. on the day of decoration (assuming one full day is available prior to this for booth set-up).
- Contractor staff should be present on all days during fair period to provide additional items, facilitate smooth electrical connections etc.

Please note:

There is likelihood that ITPO may increase or decrease the size/total area of India Pavilion in Ground and Mezzanine floor of Silver Jubilee Pavilion and the Open area of India Pavilion. Agency may please quote/give unit rate in sqm. for INDIA PAVILION so that final job order/payment can be decreased/increased proportionately.

INDIA TRDE PROMOTION ORGANIZATION

**India Pavilion – Perth Royal Show 2014
Perth, Australia (27th Sept. to 4th Oct. 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.

ItemNo	Item Size/Specs	Unit Price (in A\$)
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	Single Hanger Rail W1010xD410xH1050~1750	
10	Double Hanger Rail W1010xD410xH Adjustable	
11	Wall Panel(Hard Type) 990 x 2700H	
12	Wall Panel(Soft Type 16mm) 990 x 2700H	
13	Info Counter 900 x 450 x 930H	
14	Display Counter 1000 x 500 x 750H	
15	Display Counter 1000 x 1000 x 750H	
16	Cabinet with Sliding Door 1000 x 500 x 750H	
17	Cabinet with Sliding Door 1000 x 500 x 900H	
18	Flat Shelf 985x300	
19	Slant Shelf 985x300	
20	Mesh Panel 900 x 1800H	
21	Mesh Panel Hook L100	
22	Mesh Panel Hook L200	
23	Curtain Rail L1000	
24	Curtain Rail L2000	
25	Rectangular Table 1500 x 600 x 700H	
26	Folding Chair	
27	Square Table 450 x 450 x 650H	
28	Standard Hanger	
29	Clip Hanger	
30	Wood Hanger	
31	Iron/Board Set	
32	Name card Receiver	
33	Catalogue Rack A4 Size	
34	Mannequin Female Adult	
35	Mannequin Male Adult	

36	Mannequin Female Child	
37	Mannequin Male Child	
38	Standard LED spotlight Equivalent: Halogen 100W	
39	LED Spotlight 50W Equivalent : Mercury Lamp 300W	
40	HID Floodlight 150W(White Light)	
41	LED Spotlight 95W Equivalent:500W	
42	FL Lamp 40W(White Light)	
43	Power Outlet 100V/5A	
44	Transformer 220-240V/1kW	
45	Adapter	
46	Display Counter(2steps)	
47	Chain & Hook(2pcs/set)	
48	Velcro tape 4 pc/set	
49	Rubbish Bin SE-402	
50	Meeting Set SC-804 x3, R600x650x1	
51	System Frame(3m)	
52	LED Spotlight 20W white	
53	Hook hanger	
54	Plant (Large)	
55	Plant (Medium)	
56	Plant (Small)	
57	Flower pot	
58	Refrigerator 165 ltr.	
59	Glass door	
60	Sofa Single Seater	
61	Sofa Two seater	
62	Sofa Three seater	
63	Table central	
64	Bunting/Graphic per sqm.	
65	Prefab wall(without panel) for stretching textile panels per sqm.	
66	TV (LCD / LED) for total duration	

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.

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 Officer on Special Duty
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 licence to M/s.....of(hereinafter called the "LICENSEE") for carrying out the work of **Construction, decoration and allied services for Perth Royal Show 2014, Perth, Australia** on the terms and conditions contained in the said Bid Document, which interalia provides for production of a Bank Guarantee to the extent of A\$..... (..... 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 /A\$(Rupees/A\$.....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 obligee and not merely as surety the payment of an amount of Rupees/A\$. (Rupees/A\$.....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 – Perth Royal Show 2014
Perth, Australia (27th Sept. to 4th Oct. 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 for Sixty (60) days 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,
Perth Royal Show 2014,
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 A\$..... 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 – Perth Royal Show 2014
Perth, Australia (27th Sept. to 4th Oct. 2014)

Check list:

- 1 **Earnest Money Deposit (EMD) of Australia A\$ 4,000/- (A\$ four thousand only) or Rs. 2,75,000/- (Rupees two lacs seventy 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 Australia Associates/counterpart
- 3 Acceptable documentary evidence of annual turnover Australia A\$ One million or Indian Rupees 50 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 in Australia for minimum area of 2000 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 Annexures 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 pavilions (both hard and soft 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 Australia A\$ 4,00,000/- (A\$ Four lacs only) or Indian Rupees 2,75,000/- (Rupees two lacs and seventy five 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 : 23/07/2014 (3.00 PM)
Date of opening of Technical Bids : 30/07/2014 (3.00 PM)
Date of opening of Financial Bids : 05/08/2014 (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.**