

## **TENDER**

**EXH/IndiaShow-Chile/Shipment/2014**

### **INDIA TRADE PROMOTION ORGANISATION**

**Dated: 28.10.2014**

**Sub: Bids for Shipment including clearing/handling of exhibits/goods of companies participating at India Sourcing Fair to be organised by India Trade Promotion Organisation at Estacion Mapocho Cultural Centre, Santiago (Chile) from March 11-15, 2015**

#### **1. INTRODUCTION**

India Trade Promotion Organization (ITPO) is the nodal agency of the Govt. of India for promoting trade. To meet its objectives, ITPO is engaged in organizing fairs, exhibitions and conventions in India and abroad including participation in overseas trade fairs and exclusive India shows abroad.

#### **2. About proposed India Sourcing Fair, Santiago (Chile)**

ITPO proposes to organise an exclusive India Show i.e. India Sourcing Fair at Estacion Mapocho Cultural Centre, Santiago (Chile) from March 11-15, 2015. The venue i.e. Estacion Mapocho Cultural Centre in Santiago (Chile) has been hired by ITPO from the morning of March 8, 2015 to the morning of March 16, 2015. The size of the venue is about 4500 sq mtr (gross).

ITPO has hired the bare venue (exhibition hall) and an agency will be appointed by ITPO to undertake construction/decoration of booths etc. at the above exhibition.

As a value addition, ITPO proposes to provide the shipment facility within the booth rental package to Indian companies/organisations participating in this event for sending their exhibits from Delhi and/or Mumbai to Santiago (Chile) and its return to Delhi and/or Mumbai as per participating companies' convenience.

ITPO is in the process of mobilizing participation from Indian companies for this event and is targeting participation of about 100-120 Indian companies. However, the actual number of companies who will avail the shipment facility through ITPO will be known at a later stage. ITPO may cancel the above event in case it is not able to gather sufficient number of companies.

ITPO is inviting bids from the interested agencies worldwide for shipment of exhibits from India to Santiago (Chile) and its return to India.

### 3. SCOPE OF WORK

- (i) ITPO will bear the whole cost of handling/clearing of the shipment of exhibits in India and Chile including sea-freight charges for to and fro. However, the Custom duties and VAT on the exhibits applicable as per Chilean Custom/VAT authorities will not be borne by ITPO. The selected agency will recover Custom duties and/or VAT from respective Indian company/exhibitor directly without any liability on the part of ITPO.
- (ii) ITPO will provide the list of approved companies with booth numbers to the selected agency along with details of area allotted to each company at the India Sourcing Fair.
- (iii) The approved companies/organisations will hand-over their respective exhibits along with respective invoices and packing lists to the selected agency at their warehouse in Delhi and/or Mumbai.
- (iv) The **Consolidated Shipment** of all the exhibits of the approved companies received by the selected agency is required to be sent by sea from India to Chile in 40 ft or 20 ft container as per the requirement and return also.
- (v) One bill of Lading/AWB will be issued which will cover number of invoices of various exhibitors irrespective of number of exhibitors/invoices and the consignment would be treated as one consignment.
- (vi) The selected agency will receive the exhibits from companies at 2 locations i.e Delhi & Mumbai. The selected agency is required to provide the details of its warehouses at Delhi and Mumbai the place of the Port in India.
- (vii) The shipment facility to each company/organisation will have a weight/volume restriction based on the area allotted to it by ITPO. The weight volume ceiling based on booth size is as below:

<b>Booth Size (sq mtr)</b>	<b>Weigh/Volume Ceiling whichever is minimum</b>
6 sq mtr	150 kg or 1 cubic meter
9-12 sq mtr*	250 kg or 1.5 cubic meter
15-18 sq mtr	400 kg or 2.5 cubic meter
Larger booths	Pro-rata basis based on 12 sq mtr booth

\*Based on above, ITPO is of the opinion that one 40 ft FCL (which has a volume of about 67 cubic mtr) would be able to accommodate exhibits of 40 to 50 companies.

- (viii) Based on the total weight/volume of the cargo received by the selected agency i.e. consolidated exhibits of all the approved companies, the agency

will use the most optimum/economical mode of shipment out of 40 ft FCL or 20 ft FCL after approval from ITPO.

- (ix) The selected agency will adhere to all rules and regulations applicable both in India and Chile and ensure that the consolidated shipment does not face any problem due to non-adherence of any rule & regulation and reaches its destination on time. The exhibits must be delivered to the booths of the respective companies at India Sourcing Fair at Estacion Mapocho Cultural Centre in Santiago (Chile) in the afternoon of March 9, 2015.
- (x) The selected agency will provide the complete details of Custom Duties, VAT and/or any other tax applicable in Chile to ITPO as well as to all the approved companies along with the list of banned items for import in Chile. The agency will ensure that no consignment is received by it from exhibitors containing items which are banned in Chile for import.
- (xi) As stated above, Custom duties, VAT, (anti-dumping duty, excise etc if applicable) as per Chilean Laws will be recovered by the selected agency directly from respective company and paid to Govt. Departments in Chile. The selected agency will ensure payment of all admissible taxes i.e. Customs duty & VAT to Govt. Authorities in Chile without any liability on the part of ITPO.
- (xii) As many of the companies participating in the fair will be making retails sale of their exhibits at the event, the selected agency will ensure that Customs/VAT formalities with the Govt. Departments in Chile are done in time (well before the start of the event) so that retail sale is undertaken by the companies at the event without any hindrance. In case, some of the companies are sending their samples to Chile (e.g. machinery. Equipment etc) and would definitely go for return of these exhibits to India after conclusion of the event and accordingly not like to pay any customs/VAT for their samples, this should be ensured by the agency.
- (xiii) The selected agency will ensure refund of Custom Duties/VAT to Indian companies for all goods/exhibits being returned to India after the event.
- (xiv) The selected agency will ensure clearance of payment to all its vendors on account of services availed by it for the above project.
- (xv) The selected agency will ensure presence of an Indian representative at site of the event (in Santiago) from March 8 to March 16, 2015.
- (xvi) The selected agency has to provide the complete name and contact details of its counterpart in India and/or Chile.
- (xvii) The selected agency will take Insurance Cover for all exhibits (to and fro). The selected agency will ensure inspection by Insurance surveyor, in case of any damage to the exhibits.

- (xviii) The agency will submit its bids for the work in the proforma attached with for 40 ft FCL and 20 ft FCL. The rates will be quoted separately for (i) Shipment from ex-Warehouse in Delhi and/or Mumbai to respective booths at Estacion Mapocho Cultural Centre, Santiago (Chile) and (ii) Ex - Estacion Mapocho Cultural Centre, Santiago to Warehouse in Delhi and/or Mumbai.
- (xix) The above quotes will cover all charges in India & Chile including Transportation charges from Ex-warehouse (Delhi and/or Mumbai) to Port in India, Loading/ Unloading/ Stuffing/ Port Charges, Fumigation, Insurance, Sea-Freight, Custom Inspection/Clearance, Haulage charges, Custom Broker fee, Documentation charges, Survey, B/L fees, Agency fees, Arrival charges at Chile, Consolidation charges, Transportation Charges, delivery of exhibits at respective booth at the exhibition venue, Storage of empties and any other charges not specified here above both for to and fro.
- (xx) The selected agency will arrange for storage of Empties at its Local Warehouse in Santiago and bring back the empties to the venue on the evening of March 15<sup>th</sup> after conclusion of the event.
- (xxi) As the approved companies will hand-over their exhibits to the selected agency at its warehouse in Delhi and/or Mumbai as per their convenience, the agency is required to indicate **the latest possible date for handing over of exhibits** by the companies to ensure that maximum number of companies are able to take advantage of the shipment facility.
- (xxii) The approved agency will be responsible to have sufficient manpower and equipment at site for delivering and taking back the exhibits from the booths of respective company.

#### 4. Eligibility Criteria

Agencies having the following criteria are hereby invited to bid for the above task.

- Valid CHA license (Number to be mentioned in the format attached and copy to be enclosed).
- Minimum of five year experience in shipment and handling of exhibition cargo in India and abroad. List of major events where shipment of exhibits handled in India and abroad undertaken and clients with whom the agency has worked in the past must be attached.
- Minimum average annual financial turnover of Rs. 3 crore in last 3 years. (Copies of audited accounts for the last 3 years to be submitted).
- Service Tax no., TIN no. & PAN no. (Numbers to be mentioned in the format attached and copies to be enclosed).
- Warehouse facilities in Delhi NCR and Mumbai.
- Submission of EMD of Rs. One lakh in the form of DD is essential for the bid without which the bid offer will be rejected.
- Having financial sound and experienced counterpart in Chile (complete details of the counterpart to be provided in the format)

## 5. TERMS & CONDITIONS

- 5.1 The approved agency will work under the directions and guidance of ITPO. It shall be the sole responsibility of the Agency to ensure all activities undertaken by them are in accordance with the Indian and Chilean Laws.
- 5.2 Bid value should be quoted in US \$ (U.S. Dollar) inclusive of all taxes.
- 5.3 Interested eligible agency may submit their bids as per Annex-I & II with supporting documents including earnest money (EMD) of Rs. one lakh or equivalent US dollars in the form of a demand draft drawn in favour of India Trade Promotion Organization payable at New Delhi. The EMD will be refunded to the unsuccessful bidder after the selection of the vendor. The EMD will be refunded to the successful bidder after completion of the project satisfactorily. Misrepresentation of facts/withdrawals of bids will lead to forfeiture of EMD.
- 5.4 The agency is required to sign each page of the bid documents by the authorized signatory. Authorization letter is to be enclosed. Validity of the bid will be 90 days from the last day of submission of bids.
- 5.5 Each page of the bid documents is required to be signed by the authorized signatory
- 5.6 ITPO requires that bidders under this contract observe the highest standard of ethics during the period of agreement and free from any vigilance enquiry. The bidders have to bear the cost associated with the preparation and submission of bid documents to ITPO.
- 5.7 ITPO will reject a proposal for award of work if it is determined that the Applicant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 5.8 ITPO will declare Applicant/Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts, if it at any time determines that the Applicant/Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- 5.9 The selected agency will indemnify ITPO against any claims, loss, suit, liability or judgment suffered.
- 5.10 ITPO reserves the right to :
  - Make minor changes in the work.
  - Extend the deadline for the submission of applications/bid documents at its discretion.

: 6 :

- 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 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.

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

## **6. SUBMISSION OF BIDS**

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

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

Envelope II : Containing Annexure I (Technical Bid) duly filled in with supporting documents. The envelope should be sealed and marked as "Technical Bid for Shipment of Exhibits for India Sourcing Fair at Santiago (Chile).

Envelope III : Containing Annexure – II (Financial Bid) duly filled in for the bid value in US\$ (US Dollar) including all taxes as per layout plan and terms & condition of the Tender document. The envelope should be sealed and marked as "Financial Bid for Shipment of Exhibits for India Sourcing Fair at Santiago (Chile).

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

This Master Envelope (Envelope – IV) should be marked as "Tender Document for Shipment of Exhibits for India Sourcing Fair at Santiago (Chile), March 2015 and shall be submitted/sent at the following address:

**Ms. Hema Maity, DGM  
India Trade Promotion Organization  
Pragati Bhawan, Room No. 229  
Pragati Maidan  
New Delhi – 110001 (India)**

**Last date of submission of Bids: 12.11.2014 (3.00 p.m.)  
Date of opening of Technical Bids: 12.11.2014 (3.30 p.m.)  
Date of opening of Financial Bids: 13.11.2014 (3.00 p.m.)**

- 6.1 In case the bidder require any clarifications or further information, please contact ITPO, Mr. Hitesh Sethi, Manager, Tel: 23371540 ext. 291, Fax: 23371459 Email: [hsethi@itpo.gov.in](mailto:hsethi@itpo.gov.in) during office hours.
- 6.2 The evaluation of bids will be made in two stages – Technical and Financial. The Technical bids shall be opened on the same day in the presence of the bidders or their authorized representatives.
- 6.3 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 criteria.
- 6.4 Bids received after the dead line of submission of application will not be considered or opened under any circumstances.
- 6.5 No conditional bids shall be considered.
- 6.6 Bids received through email shall not be considered.
- 6.7 No modification or substitution of the submitted application shall be allowed. An applicant may withdraw its application after submission, provided that written notice of the withdrawal is received by ITPO before the due date for submission of applications. In case an applicant wants to resubmit his application, he shall submit a fresh application following all the applicable conditions by the stipulated date.

## **7. Force-Majeure**

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

obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days either party may, at his option terminate the contract.

## **8. Arbitration**

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

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

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

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

Payment to the successful bidder will be made as per following schedule:

- (i) For shipment from Ex-Warehouse in Delhi and/or Mumbai to the exhibition venue in Santiago: After delivery of exhibits to respective booth at exhibition site with fulfillment of terms & conditions as given in the tender document. Payment will be processed and paid from HQ in Delhi after receipt of invoice.
- (ii) For return shipment from exhibition site at Santiago to Warehouse in Delhi and/or Mumbai: After arrival of exhibits at Warehouse in Delhi and/or Mumbai with fulfillment of terms & conditions as given in the tender document. Payment will be processed and paid from HQ in Delhi after receipt of invoice.

## **10. Performance Assurance**

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

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## INDIA TRADE PROMOTION ORGANISATION

India Sourcing Fair, Santiago (Chile),  
March 11-15, 2015

**Technical Bid**

S. No.	Title	Details		
<b>Eligibility</b>				
1.	Registration No. (TAN/Direct Tax/Income Tax/Trade/VAT/GST, etc. as may be applicable)  (Please attach proof)			
2.	CHA License Number  (Please attach proof)			
3.	Annual Turnover (last three years)  (Please attach Proof with certificate from Auditor or any other empowered Authority)	Year I  (2011-12)	Year II  (2012-13)	Year III  (2013-14)
4.	Details of Past Experience  (Please attach list of Projects/Clients)			
5.	EMD Details	Amount : DD No. : Date : Bank Name :		
6.	Address of Warehouse in Delhi NCR			
7.	Address of Warehouse in Mumbai			
8.	Details of Counterpart in Chile with complete address, telephone number, email, website and name of Official Representative			
<b>Company Profile</b>				
1.	Name of the Company			
2.	Address			
3.	Telephone			
4.	Fax			
5.	E-mail			

6.	Name of CEO & Title	
7.	Bankers details with A/c No.	
8	Year of Establishment	
9.	No. of employees	

DATE :

SIGNATURE OF AUTHORISED REPRESENTATIVE

Place :

NAME

COMPANY SEAL

(Please attach Authorisation letter for signatory)

**India Trade Promotion Organisation**

**India Sourcing Fair, Santiago (Chile),  
March 11-15, 2015**

**FINANCIAL BID**

<b>Name address of the Agency</b>		
<b>S No.</b>	<b>Description of item</b>	<b>Rate (US\$)</b>
1	40 ft container with exhibits of approved exhibitors on FCL basis  Ex Warehouse in Delhi and/or Mumbai till respective booth in Exhibition Centre in Santiago (Chile)	
2.	20 ft container with exhibits of approved exhibitors on FCL basis  Ex Warehouse in Delhi and/or Mumbai till respective booth in Exhibition Centre in Santiago (Chile)	
3.	40 ft container with exhibits of approved exhibitors on FCL basis Ex Exhibition Venue in Santiago till Warehouse in Delhi and/or Mumbai	
4.	20 ft container with exhibits of approved exhibitors on FCL basis  Ex Exhibition Venue in Santiago till Warehouse in Delhi and/or Mumbai	

LAST DATE for Handing over of Exhibits by approved companies at Warehouse in Delhi NCR and Mumbai	
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I hereby undertake to abide by all terms & conditions of tender document.

DATE : SIGNATURE OF AUTHORISED REPRESENTATIVE

Place : NAME

COMPANY SEAL

(Please attach Authorization letter for signatory)

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