Government of India Ministry of Tourism (Events Division)

> Transport Bhawan, 1, Parliament Street, New Delhi

TENDER NO. U-1/71/2018

Dated: 06.12.2018

Tender Enquiry for Design and Construction of India Pavilion for South Asian Travel Tourism Exchange (SATTE), 2019 (16th to 18th January, 2019 at Indian Expo Centre & Mart Greater Noida)

Deadline for submission of bids: 1500 hrs by 27.12.2018

EMD Amount: Rs 50,000/-

Ministry of Tourism regularly participates in the South Asian Travel Tourism Exchange (SATTE) which is one of the major Tourism Trade Fairs in India. The primary objective of participation is to depict India as a destination for travel and to provide a platform for stakeholders and State Governments to showcase their tourism products. Ministry of Tourism requires the services of a professional agency with an annual turnover of **Rs 8.00 Crore** and above (during the last financial year i.e. 2017-18) and with previous experience of handling work of similar nature at international fairs and exhibitions for conceptualization, designing and construction of the India Pavilion and providing other related ancillary services during the SATTE to be held at Indian Expo Centre & Mart Greater Noida from the 16th to 18th January, 2019, as per the scope of work given below.

2. SCOPE OF WORK

Conceptualizing, designing and construction of Ministry of Tourism's Pavilion at SATTE in **Indian Expo Centre & Mart Greater Noida** from the 16th to 18th January, 2019 along with cleaning services and dismantling of the pavilion after the conclusion of the fair. It will also include supply of a technician during the event to ensure smooth playing of videos loops / films etc.

The area for the Pavilion is 130 sq mtrs (approx. 132 sq. m. 12 m x 11 m - 3 side open) at the venue (the plan of Hall is enclosed at Annexure – A).

- I. The primary theme of the Pavilion is 'Promotion of North East of India'.
- II. Individual counters/booths will have to be provided for eight states of the North East including Sikkim, (i.e., Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim, Tripura) along with space and information counter for the Ministry of Tourism.

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- III. The pavilion shall also have a Reception area, a closed storage area with locks, information counters, etc.
- IV. One video wall along with accompanying AV systems for screening audio visuals/ films. The placement of the video wall should be incorporated in the design of the stall.
- V. Decoration with plants, etc. to give a green and eco-friendly effect to the booth as well as decorations with ethnic material.
- VI. Emphasis should be made on maximum use of eco-friendly material in the construction of the pavilion and common décor.
- VII. Provision of adequate lighting and power points at every counter.
- VIII. The work will include construction of the pavilions at site well in time, maintenance and cleaning activities during the period of the Fair and dismantling of the pavilion after the event.
- IX. Availability of a technician during the event to ensure smooth playing of videos loops / films etc.

3. ELIGIBILITY CRITERIA

I. Agency should have an annual turnover of <u>Rs 8.00 crore or more during the financial year</u> 2017-18.

II. The agency should have handled two stand constructions in the space size of 100 sq mts or above in the last three financial years i.e. between 2015-16 and/or 2016-17 and/or 2017 - 2018.

III. Bidding by consortiums is not allowed.

4. GUIDELINES FOR SUBMISSION OF BIDS

The tenders for the SATTE should be submitted in **two** separate packets put into one packet, which should consist of the technical bid and financial bid. The packets should be clearly super-scribe the following:

a. Technical Bid (this packet should contain EMD),

b. Financial Bid,

and each packet including the main packet should also mention the **name**, address and contact details (Telephone, Fax and Email id) of the company submitting the bid on each envelope.

(A) TECHNICAL BID

- And

The Technical Bid should include the following:

- i) The bidder should submit a covering letter with their technical bid which will also be an undertaking vide which the bidding agency will disclose all the information requested. The format for submission of this undertaking is given at Annexure B of this bid document. It may be noted that it is must for all the bidders to submit the details asked in the undertaking.
- ii) Profile of the company/ agency (It should not be more than 1 page)
- iii) The agency should have handled two stand constructions in the space size of 100 sq mts or above in the last three financial years i.e. between 2015-16 and/or 2016-17 and/or 2017 2018. The agency should submit copies of two work orders issued by the clients in the name of bidding agency to confirm this requirement or the bidding agency should submit Chartered Accountant's Certificate to confirm this claim.
- iv) Chartered Accountant certificate indicating turnover of the company during the financial year 2017-18. It may be noted that agencies having turnover of Rs 8.00 crore or more in the financial year 2017-18 should only apply. Only CA certificate will be accepted as supporting document. The agency should avoid submitting of copies of balance sheets, statements and other documents.
- v) The concept design of the India Pavilion with detailed layout, decoration plan etc. in hard copy as well as in a DVD.
- vi) Bid should be accompanied with an Earnest Money Deposit of Rs. 50,000/- (Rupees fifty thousand only) by way of Demand Draft/ Banker's cheque / FD Receipt/ Bank guarantee in favour of Pay and Accounts Officer, Ministry of Tourism, New Delhi. <u>Technical Bid not accompanied with the earnest money shall be rejected</u>. The EMD will be refunded to the unsuccessful bidders. EMD would be returned to the successful bidder on submission of the Performance Bank Guarantee.
- vii) Bidders who are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or the concerned Ministry or Department as well as Micro and Small Scale Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) would be eligible for exemption from submitting EMD. The agency claiming this exemption must submit a certificate / documentary proof to this effect.

(B) FINANCIAL BID

The Financial Bid should be kept in sealed financial packet clearly super-scribing 'Design and Construction of India Pavilion for South Asian Travel Tourism Exchange (SATTE), 2019'. The bid should clearly indicate the cost in INR against the following details.

1. Conceptualization, design, construction, decoration & dismantling of India Tourism pavilion including transportation cost of the technician and other miscellaneous items.

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2. If any additional costs are involved the same should also be indicated. The following format may be used for financial quotes :-

Cost in INR towards Conceptualization and Design, Construction, Decoration, Dismantling of the India pavilion including transportation, cost of the technician and other miscellaneous items	involved (If no additional cost is	Total cost in INR (exclusive of taxes)
(A)	(B)	(C) = (A) + (B)

- 3. Taxes will be paid as per actual and as applicable.
- 4. All images to be used for the pavilion will be provided by the Ministry of Tourism. Hence, the cost for image buying etc. should not be included in the bid. However, if the agency has any suitable images for branding, the same could also be used.
- 5. The creatives, banners, posters, prints etc. used for the pavilion (if it is in a reusable condition) will become the property of the Ministry of Tourism and the same is to be transported to the Literature Distribution Centre, Ministry of Tourism, Palam on completion of the event and the cost for the same has to be borne by the agency. However the same will not be applicable on video wall, other electrical and electronic items etc. used in the pavilion.
- 6. No additional payment towards obtaining any clearances, insurance etc. if required, will be made by MOT and the same needs to be done by the agency executing the job.
- 7. The financial bid as per the above format should be submitted on the letter head of the bidding agency and the same must be signed by authorized representative of the bidding agency. If the financial quote of the bidding agency is not signed, the same will summarily be rejected.

5. Selection Procedure:

Technical bids will be opened in the presence of representatives of agencies submitting bids at **1600 hrs. on 27.12.2018** Thereafter, a Constituted Committee will evaluate the technical bids of the agencies. The agencies which meet the minimum eligibility criteria and have submitted all the required documents as mentioned above, would be called for making a presentation before a Committee. The date, time and venue of the presentation will be conveyed to the eligible agencies. Technical evaluation will be out of 70 Marks. The technical bids of the agencies will be judged on the criteria mentioned below:-

Sl	Component	Marks

No		
1	Profile of agency	5 marks
3	Concept and design of the pavilion	50 marks
4	Effective utilization of space and branding	5 marks
5	Innovative ideas and other attractions suggested in the concept	10 marks
	TOTAL	70 marks

Evaluation :- The technical evaluation will carry a weightage of 70 marks and the financial bids exclusive of taxes will carry a weightage of 30 marks. The agencies scoring 70% marks i.e. 49 marks in technical evaluation shall be eligible for the opening of the financial bids. The agencies which score the highest marks on the basis of technical and financial evaluation (after adding the score from the technical and financial evaluation) will be awarded a contract for the construction of India Pavilion at the event.

6. **Pre – bid meeting:-** A pre-bid meeting would be held on **13.12.2018 at 1500 hrs** at Ministry of Tourism, Transport Bhawan, 1 Parliament Street, New Delhi – 110 001 to clarify queries regarding the tender. Any agency interested in submitting bids may attend the pre-bid meeting. A record of discussion held during the pre-bid meeting along with the corrigendum, if any, would be posted on the web-site of the Ministry of Tourism (<u>www.tourism.gov.in</u>) and e-procure web-site by **1700 hrs on 18.12.2018**. However, it is suggested that the bidders may keep on checking these websites even after the above mentioned dates for other information, announcements, late/revised posting etc.

7. **Performance Guarantee**: The selected agency has to submit a Performance Guarantee in the form of a Bank Guarantee from a scheduled bank for **10% of the total contract value** valid for more than 60 days after the date of completion of the Project. In case the construction of the stands is not as per the approved concept and design, payment would be withheld & Performance Guarantee would be invoked.

8. Other Special Conditions:

- 1. The bids should be clear in all respects.
- 2. The total cost quoted in INR should be exclusive of tax.
- 3. Incomplete bids or bid submitted without proper documents are liable to be rejected
- 4. The Ministry of Tourism reserves the right to reject or accept any or all the bids in part or full without assigning any reason whatsoever.

9. Delivery Period - The India Pavilion should be ready for occupation by 7.00 AM on the date of inauguration of the fair and all associated work should be finished before that failing which the Ministry would take action as appropriate including levying penalties and/or invoking Performance Guarantee.

10. Terms and Conditions of Payment: No advance payment shall be considered. Payment will be on completion of the works to the satisfaction of the Ministry and as per the work order and after due certification of services by Events division on receipt of the bills supported by the

photographs of the actual constructed Pavilion. After completion of due procedures at the Ministry, payment will be made by electronic transfer of funds to the bank account of the supplier. All the payment will be made in Indian Rupees only.

11. **Risk Purchase clause** – If the agency, after placing of the letter of contract, fails to abide by the terms & conditions of this tender document and the rules of the Government of India, or fails to execute the work as per the tender and the finalized design or at any time repudiates the work order, Ministry will reserve the right to forfeit the EMD and invoke the security deposit – cum - performance guarantee as the case may be and execute the works from other agencies. The cost difference between the alternative arrangements and tenderized value will be recovered from the agency along with other incidental charges. In case of execution of work through alternative sources and if price is lower, no benefit on this account will be passed on the agency.

12. Force Majeure – It is agreed by both Parties that if due to bandhs, strikes, riots, natural calamities, Act of God or other unforeseen circumstance, agency is unable to perform or complete the assignments or responsibilities in the manner and time mutually agreed to, then in that event it shall not be held responsible for any loss or damage that may arise as a consequence thereof. Both Parties agree that the provisions of this Clause shall not lead to Termination of the Agreement.

13. **Penalty** - Penalty will be imposed in case any discrepancies are discovered from the original theme, concept, layout etc. submitted in the Tender with the developed / implemented Stands unless defined by the Ministry of Tourism to do so as well as deviation from the delivery schedule as mentioned above. An amount of Rs. 10,000/- per hour will be deducted from the bills for each hour of delay from the above deadline as penalty. Any difference from the original approved plan and final stand will effect deduction of upto 20% of the value of the contract according to the quantum of variation. This is in addition to invoking the Performance Bank Guarantee referred above.

14. **Termination by default**: Ministry reserves the right to terminate the contract of any agency in case of change in the Government procedures or unsatisfactory services.

15. Arbitration Clause – (i) In event of any dispute or difference between the Ministry and the Agency, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Ministry of Tourism on the recommendation of the Secretary, Department of Legal Affairs ('Law Secretary') Government of India. The provision of Arbitration and Conciliation Act of the Government of India shall be applicable to the arbitration. The venue of such arbitration shall be at New Delhi or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "Award"), which shall be final and binding on the Ministry and the Agency. The cost of the arbitration shall be shared equally by the Ministry and the Agency to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

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Pending the submission of and/ or decision on a dispute, difference or claim or until the arbitral award is published; the Ministry and the Agency shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

16. **Jurisdiction** - The contract shall be governed by laws of India and all Government rules on purchase matter issued from time to time and are in force for the time being are applicable to this contract tender.

17. Additional information to the bidders :-

i) The Ministry of Tourism reserves the right to reject or accept and any or all the bids in part or full without assigning any reason whatsoever.

ii) The bids should be clear in all respects. Incomplete and conditional bids would be rejected outright.

iii) Bids without proper documents are liable to be rejected outright.

iv) Any display(s) / translates produced for the India Pavilion would be the property of the Ministry of Tourism, Govt of India on completion of the contractual period. The agency undertaking the job of stand construction would deliver it at the Literature Distribution Centre at Palam, New Delhi for which no transportation / labour cost would be payable to the agency.

v) The selected agency will ensure that the design, construction and maintenance of the India Pavilion are in compliance with the regulations including insurance, clearances etc. issued by the fair/ exhibition organizer or by any authority. No clearances etc issued by the fair / exhibition organizer or by any authority. No additional cost would be paid by the Ministry of Tourism for obtaining insurance, clearance etc. and would be the responsibility of the service provider.

(vi) It would be responsibility of the agency to obtain the space booked by the Ministry of Tourism from the SATTE organizers along with electricity connections etc. and the executing agency will be responsible for all co-ordination.

Interested agencies may submit all the detailed bids latest by 1500 hrs on 27.12.2018 to the Deputy Director General (Events), Ministry of Tourism, Room no 124, Transport Bhawan, 1-Parliament Street, New Delhi-10001.

Yours faithfully

(Manas Pattanaik) Deputy DG(Events)

Encl. As above



Annexure B

To be submitted on the company letterhead

The Deputy Director General (Events) Ministry of Tourism, Govt. of India, Transport Bhawan, 1, Parliament Street, New Delhi

Tender no. U-1/71/2018

Dated.....

Subject:- Self Declaration in respect of Design and Construction of India Pavilion for South Asian Travel Tourism Exchange (SATTE), 2019.

- (i) That we are a registered company and possess the capability to execute the work related to Design and Construction of India Pavillion for South Asian Travel Tourism Exchange (SATTE), 2019. If we fail to do so, the Ministry of Tourism can take appropriate action as mentioned in the tender mentioned above.
- (ii) That we are enclosing brief profile of our company.
- (iii) That we have an annual turn over of Rs. 8.00 Crore or more and are enclosing Chartered Accountant's certificate to confirm the same.
- (iv) That we have handled two stand constructions for size of 100 sq. mtrs. or above in the last three financial years i.e. between 2015-16 and/or 2016-17 and/or 2017 2018. To confirm this claim we are submitting two work orders issued by clients in the name of our company or we are submitting Chartered Accountant's Certificate to confirm this claim.
- (v) That we are paying taxes as per the Government rules and are presently not defaulter on this account. We possess a valid GST & PAN no.
- (vi) We will be able to provide dedicate staff for timely design and construction of India Stand and as per the requirement of this tender document.
- (vii) That we are submitting an EMD as per the tender document / are exempted from submission of EMD and are enclosing the document to prove the same.

(viii) That I as an authorized representative of company / firm do hereby declare that the bidding company / firm is having unblemished record and is not declared ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn , by any State/ Central Government / PSU.

Signature of authorized signatory	
Name of the authorized signatory	
Name of the bidding agency	
Address	
Tel. no	
E-mail ID	

Please strike out the portions not relevant