

OM-15/02/2023
GOVERNMENT OF INDIA
MINISTRY OF TOURISM
(OVERSEAS MARKETING DIVISION)

TENDER DOCUMENT

Date 20/01/2023

Tender No. OM-15/02/2023

Tender for Design & Construction of India Pavilion at ITB, Berlin on 7 to 9, March 2023.

1. BRIEF DESCRIPTION OF THE PROJECT

The Ministry of Tourism, Government of India regularly participates in major international Travel Fairs and Exhibitions, including ITB Berlin.

1.1 The Ministry of Tourism requires the services of a professional agency or **Consortium of professional agencies (maximum two agencies i.e 1 lead agency + 1 Partner may form consortium)** for conceptualization, design and construction of India Pavilion and providing other related ancillary services (as detailed under the Scope of Work in this document) in ITB-Berlin 2023

1.2 The Indian Pavilion **at** ITB-Berlin 2023 should present India as a multi-faceted destination that combines an ancient culture and heritage with a modern, innovative and vibrant present. The pavilion should be open, minimalistic and impactful. The essence of a visit to the pavilion should be experience based and visually appealing with use of various technologies. The aim of the India Pavilion is to give the visitor, experience of visiting India as a tourist, focusing on its varied tourist attractions.

1.3 The India Pavilion has co-exhibitors including Tour Operators, Travel Agents, Hoteliers, Airlines and State Governments, who are provided space within the Pavilion to showcase their tourism products and packages. The Pavilion will provide each of the coexhibitors with self-contained booths of 4 sq. mtr each. Larger spaces will be provided in multiples of 4 (i.e 8 sq. mtr. 12 sq.mtr. and so on).

1.4 Availability of RFP Document

RFP document can be downloaded from the official website of the Ministry of Tourism www.tourism.gov.in and the tender portal of the Government of India <https://eprocure.gov.in/eprocure/app>.

2. ELIGIBILITY CRITERIA

2.1 A professional agency or the lead agency in consortium with an annual turnover of **Rs. 4.00 crore or more** (if Annual turnover of agencies in USD

/Euro, etc. the same should be converted and quoted in INR using official exchange rate of the Ministry of External Affairs, Govt. of India for the month of Dec.2022 at Annexure-5 below) during the financial year 2018-19 (Audited) or during Calendar year 2018 or 2019-20 **(Audited)** or during the Calendar year 2019 as the case may be.

2.2 Previous experience of handling work of conceptualizing, designing and construction of Pavilions of the size **500 Sq. Mt. at minimum three (3) international fairs and exhibitions, held overseas during the Financial Year 2016-17, 2017-18, 2018-19 and 2019-20. Out of the three projects one project should be for Government (Central / State or Foreign Govt.) / PSU organisation.** In the case of consortium, experience of the lead agency only will be considered.

2.3 Relaxation of norms for SMEs will be as per the instructions of Government of India.

3. DETAILS OF THE PAVILIONS

Name of the Event	Month & Date of the event	City & Country where held	Space hired for India Pavilion	Estimated No. of booths required in India Pavilion
ITB-Berlin 2023 (Refer To Annexure 4 for floor plan)	07 to 09, March 2023	Berlin, Germany	705 Sq. Mt. Double Decker	50-55 individual booths of 4 Sq. Mt. each and 10-12 larger booths ranging from 8-12 Sq. Mt.

4. SCOPE OF WORK

- 4.1 Conceptualization, designing and construction of India Pavilion and providing other related ancillary services, as detailed in the Specifications and Requirements in para-5 of this tender document, at ITB-Berlin 2023.
- 4.2 The scope of work will include providing water supply fittings in the cafeteria and electrical fittings in the pavilion / and in all booths of co-exhibitors as per requirements, as well as daily cleaning of the pavilion during the course of the exhibition.
- 4.3 The scope of work will include construction of the pavilion at site well in time, maintenance and cleanliness activities, during the event and dismantling of the pavilion after the event.
- 4.4 All the other ancillary works relating to India Pavilion like printing of participant's directory, providing ethnic uniforms for staff working in the India Pavilion, **providing storage area including pantry with provision for tea/coffee, drinking water, microwave oven, refrigerator** providing backdrop for Press Conference organised during the event are also included in the scope of work.

- 4.5 The design must be made adaptable to the booth space as specified above.
- 4.6 The agency will be responsible for storage and transportation of reusable material for the events covered in this tender.
- 4.7 The India Pavilion must have a fresh look at ITB-Berlin 2023 and must not appear jaded or worn-out due to normal wear and tear or damage to the material used / re-used.

5. SPECIFICATIONS AND REQUIREMENTS

- 5.1 India Pavilion at ITB-Berlin 2023 will have 50-55 individual booths of 4 Sq. Mt. each and 10-12 larger booths ranging from 8 -12 Sq. Mt. for co-exhibitors in the pavilion. This may vary depending on the registrations received.
- 5.2 The Pavilion should reflect an open and inviting look, with minimum barriers and have a professional; business type lay out conducive for conducting buyer-seller meetings. **Material and other items used for construction of India Pavilion should be of international standards and should adhere to the specifications prescribed by fair authorities.**
- 5.3 The Pavilion should focus on the theme “ **Incredible India! Visit India Year 2023** ” — as its campaign tagline to revive international tourism along with effective ‘Incredible India’ branding.
- 5.4 There should be a dedicated activity area for cultural performances, yoga, sari tying and mehndi demonstrations etc.
- 5.5 **Modern technology including large video screens/walls should be incorporated in the Pavilion. The video wall / screen would have static displays for photo opportunities as well as for running loops of Incredible India promotional films.**
- 5.6 There should be easy accessibility to and within the Pavilion and double sided signage for all participants/ co-exhibitors in the Pavilion.
- 5.7 **The India Pavilion at ITB 2023 should have:**
- Prominent and visible signage.
 - Visible and prominently located Reception area with Information Counters.
 - A VIP lounge, comfortable enough to hold press interviews, meetings, etc.
 - Individual storage with locking provision, with visible fascia (i.e company name of all Co-Exhibitors / participants properly displayed)
 - A separate larger, covered storage area for use by Ministry of Tourism.

- Designated areas for activities such as mehndi application, handicraft display / demonstrations, cultural performances, etc.
 - Office space, with working desks and chairs.
 - A Cafeteria/Restaurant area.
 - A Pavilion plan display in four corners of the pavilion indicating the placement of booths with booth numbers, for facilitating visitors and business contacts of the co-exhibitors.
 - Internet connectivity and individual electrical connections.
 - Greenery/Plants to be placed within the Pavilion.
- 5.8 Optimum use is to be made of the first / mezzanine floor at ITB Berlin 2023, where permissible, in keeping with the overall theme and décor of the Pavilion.
- 5.9 The Pavilion should be erected on a raised platform of 2 inches and all images displayed will be back lit in the form of Translates.
- 5.10 The space earmarked for common facilities including activity area will be restricted to 30% of the total area of the Pavilion, whereas 70% of the area of the Pavilion will be for booths / areas for participants in the Pavilion. This may change depending on the registrations received.
- 5.11 The responsibility for required insurances and other formalities and adhering to local laws and rules/regulations/requirements of the organisers of the event would be the responsibility of the agency.
- 5.12 **The agency should ensure that the India Pavilion is fully constructed and ready to use latest by 1800 hrs. on the previous day prior to commencement of ITB-Berlin 2023.**

6. PRE-BID MEETING:

- 6.1 A pre-bid meeting will be held for the interested bidders in the Conference Room, **Ministry of Tourism, Government of India**, Transport Bhavan, and 1 Parliament Street, New Delhi 110001 at **1100 hrs. 27/01/2023**, for clarifications required on any aspect pertaining to the tender Document. Any change in the pre-bid meeting schedule will be notified on the Ministry of Tourism's website www.tourism.gov.in. The pre-bid queries could be sent to the Ministry of Tourism prior to the meeting till **1500 hrs. on 24/01/2023** as per the following format :-

S.No.	Tender Clause No.	Page No.	Current requirement	Clarifications requested

The queries shall be sent to **Ms Kanchan Kukreja, Assistant Director**, kanchan.kukreja@gov.in with a copy to Mr. R .K Bhati Asst. Director General (OM), E-mail: rk.bhati@nic.in

- 6.2 Based on discussions held during the pre-bid meeting, amendments / clarifications in the tender Document will be hosted on the websites of the Ministry of Tourism www.tourism.gov.in and on e-procure website of the Government of India on or before **1700 hrs. On** 10/02/2023.

GUIDELINES FOR SUBMISSION OF BIDS:

- 7.1 **Bids for construction of India Pavilion at ITB-Berlin 2023 should be submitted in two covers (Cover-I Technical & Cover-2 Financial) as per following:**
- 7.2 **Cover-I :Superscribed “ Technical Bid -** Tender for Design & Construction of India Pavilion at ITB-Berlin 2023.

To include the following documents/details:

(i) Details of the Tenderer / Bidder

- Copy of PAN Card & GST Registration certificate (or Income Tax Account Number as applicable for overseas bidder).
- Chartered Accountant certificate only, indicating turnover of the company during the financial year 2018-19 (Audited) or during Calendar year 2018 or during the Financial year **2019-20 (Audited)** or calendar year 2019 **(Audited)** as the case may be **in support of fulfilling the requirement as indicated at clause 2.1 to the RFP**, to be submitted. Duly signed certificate from Chartered Accountant only will be accepted as supporting document.
- Profile of the Agency / Company (lead agency in case of Consortium).
- Details of Technical Manpower and Staff available in-house with the bidding agency (both the partners in case of consortium).
- Track record of the agency (lead agency in case of consortium) - details of experience of setting up Pavilions/ Booths/Stand at International Fairs / Exhibitions in an area of **500 Sq. Mts** and above held overseas **during the three years i.e 2016-17, 2017-18, 2018-19 and 2019-20** with copies of relevant work orders mandatorily and Client completion certificates preferably in support of the details furnished. The work order & client completion certificates should indicate name of the fair, date, month and year of the fair and total area hired for construction of Pavilion / Booth / Stand.
- Details of Pavilions / Stands / Booths designed and constructed **for other countries** at various **International fairs / exhibitions held overseas** during

the four years i.e **2016-17, 2017-18, 2018-19 and 2019-20** with copies of relevant work order mandatorily and Client completion certificates preferably in support of the details furnished.

Fact sheet of experience shall be given the below Table format

Name of the event	Date of the event	Area hired for construction of the pavilion in Sq mts.	Entity for which Pavilion was constructed and also indicate Govt/ Pvt/PSU/ Foreign Govt	Completion certificate Reference No with the page number on which the document is attached	Work order with reference No with the page no on which the document is attached

- The Bidder (both the agencies in case of consortium bidding) shall not have been declared **ineligible for corrupt or fraudulent practices** with any Government departments/ agencies/ ministries or PSU's and should not be blacklisted at the time of submission of bid. Further, bidding agencies should submit an undertaking agreeing to undertake the assignment in accordance with the Scope of Work and terms and conditions detailed in the tender document. A declaration by the authorised representative of the bidding agency, on the letter head of the agency, to be submitted as per format given in **Annexure 1**.
- In case of bidding by a consortium, a copy of MoU / Agreement for forming consortium duly signed by both the partners and clearly indicating the name of the lead agency in the consortium to be submitted.

(ii) The Concept/ Design of the India Pavilion at ITB-Berlin 2023 with detailed layout, decoration plan, etc. **in hard copy as well as in soft copy by Email.**

(iii) **BID SECURITY/BID SECURITY DECLARATION**

A Bidder is required to submit, along with its Bid, Bid Security Declaration as per Annexure - 3 (the, **Bid Security Declaration**) accepting that if they withdraw or modify their Bids during period of validity etc. they will be barred from submission of Bids in any Works/Service tender issued by Ministry of Tourism, Government of India for a period upto 5 (five) years. The Bid shall be summarily rejected if it is not accompanied by Bid Security Declaration. The Bid document shall be available free of cost through e-Procurement Portal and Ministry of Tourism Website.)

The Bidder shall furnish as part of its Bid, a Bid Security Declaration.

Any Bid not accompanied by the Bid Security Declaration shall be summarily rejected by the Authority as non-responsive.

The Authority shall be entitled to bar the Bidder from submission of Bids in any Works/Service tender issued by Ministry of Tourism, Government of India for a period upto 5 (five) years as Damages inter alia in any of the events specified. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security declaration shall be given to any Bidder.

7.3 Tender for Design & Construction of India Pavilion at ITB-Berlin 2023.

- (i) The financial bid for ITB-Berlin 2023 must be submitted as per Performa at **Annexure- 2**.
- (ii) Financial bids of technically qualified agencies will be evaluated on the basis of **total cost** for event (i.e cost quoted for ITB Berlin 2023) exclusive of taxes/GST.
- (iii) GST / Taxes as applicable will be paid by the Ministry of Tourism
- (iv) The bid of the agency will be treated as unresponsive in case of a mismatch while quoting financial cost between figure and words, **or** mismatch between per sq. mtr. Rate and total cost.
- (v) The financial bid should be in Indian Rupees (INR). If, however, the Agency has formulated costs in a currency other than Indian Rupees (INR), for the sake of uniformity and comparison, the same may be converted to Indian Rupees (INR) as per the official exchange rate of the Ministry of External Affairs (MEA), Government of India for the month of January 2023.

Official MEA exchange rates for the month of January 2023 in respect of some of the leading currencies:

Foreign Currency	INR (January 2023)
1 US Dollar	Rs. 83. 5500
1 Pound Sterling	Rs. 102.5000
1 Euro	Rs. 89.2900

To view the official currency exchange rates of MEA for the month of January 2023 bidders may refer to **Annexure-5**.

- (vii) **The cost quoted will be firm (in the currency quoted) and fixed for the duration of performance of the contract. At no point of time will any**

deviation from the quoted rate (in the currency quoted) be entertained by the Ministry of Tourism.

- (viii) The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

7.4 Submission to be in electronic form

The Applicant shall submit his bid in the electronic form on or before 1700 hrs on 06/02/2023.

7.5 Documents to be signed by Authorized Representative

Proposals along with all the scanned copies of the document should be submitted in the electronic form only through online portal as mentioned above. Before the proposal documents are uploaded, all attached documents should be signed by the authorized representative (the “Authorised Representative”) and in case of consortium by the Authorized Representative of the Lead Member as detailed below:

- (i). by the proprietor, in case of a proprietary firm; or
- (ii). by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (iii) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation.

7.6 Power of Attorney for Authorised Representative

A copy of the Power of Attorney for Authorised Representative (in case of Consortium by Authorised Representative of Lead Member of Consortium) certified under the hands of a partner or director of the Applicant and notarised by a notary public in the form specified in Appendix-I (Form- 3/4) shall accompany the Proposal.

7.7 The following Documents may also be sent in original to the Authority

7.7.1 Besides uploading your tender on the e-procurement portal , the copy of the same may also be sent in the two sealed covers, super scribed **‘TECHNICAL BID and FINANCIAL BID for** Design & Construction of India Pavilion at ITB-Berlin 2023 i.e. Covers I and II respectively should be put up in a separate outer cover super scribed **“TECHNICAL AND FINANCIAL BID for** Design & Construction of India Pavilion at ITB-Berlin 2023” with the details of the company i.e. Full Name, Postal Address, E-mail, Telephone number of the Tenderer on the bottom left corner of the cover and addressed to the **Mr. R.K. Bhati, Assistant Director General (OM), Room No.127, 1stFloor, Transport Bhawan, Parliament Street, New Delhi – 110001. Bids should be submitted at CR Section of the Ministry of Tourism, Ground Floor, near Exit Gate, Transport Bhawan, 1, Parliament Street, New Delhi – 110 001 on or before Date 06/02/2023.**

7.7.2 Those bids sent off line will not be entertained unless these have been applied online.

7.8 All documents submitted by the agencies **should be signed and stamped (seal of the company) on each page** by the authorised signatory of the company. The document should be spiral bound, duly page numbered, and properly indexed. The agencies who do not submit their bids in the proper format, with required documents and in the required format will be liable for rejection.

7.9 The agencies submitting their bids should also mention that they agree to the terms and conditions mentioned in the tender document.

8. OPENING OF BIDS AND SELECTION PROCEDURE:

8.1 Technical bids will be opened in the presence of representatives of agencies submitting bids at **09.00 hrs. on 13/02/2023** to ascertain fulfilment of eligibility criteria and submission of required documents. Thereafter, a Constituted Committee will evaluate the Technical Bids of the agencies which are found eligible after initial scrutiny of the bids. Evaluation of technical bids of the eligible agencies would be based on documents furnished in support of items at Sr. No. (i) of the table in Para 8.2. In respect of items at Sr. No. (ii) to (vi) of the table, the evaluation would be on the basis of presentation on Concept & design to be made by the eligible tenderers/agencies before the said Constituted Committee in the Ministry of Tourism. Date, time and venue of the presentations will be conveyed to the eligible agencies.

8.2 **The technical bids will be judged following the criteria as detailed below:**

S.No.	Component	Marks
(i)	Experience in setting up of Pavilions/ Booths/ Stands at International Fairs / Exhibitions in an area of 500 Sq. Mt and above held overseas during four years 2016-17 2017-2018-19 and 2019-20. (8 marks per fair & exhibition for a maximum of 40 Marks)	40 marks
(ii)	Concept & Design of Pavilion	30 marks
(iv)	Effective Utilisation of Space including the first / mezzanine floor	10 marks
(v)	Effective Branding in the Pavilion	10 marks
(vi)	Innovative ideas and other attractions in the Pavilion	10 marks
	Total	100 marks

- 8.3 Whereas, Technical Evaluation will carry a weight age of 70% , financial bids will carry weightage of 30% .

The agencies scoring 70 per cent marks (70 marks) or above in the Technical Evaluation shall be eligible for opening of their financial bids.

- 8.4 The financial bids of **only** those agencies that score 70% per cent marks (70 marks) or above in Technical Evaluation will be opened in the presence of their representatives. The date and time of opening of the financial bids will be conveyed to the selected agencies. Financial evaluation will carry a weightage of **30 Marks**.

- 8.5 The agency which scores the highest aggregate marks on the basis of technical and financial evaluation (after adding the scores from the technical and financial evaluation) will be awarded the contract for construction of the India Pavilion at the event.

- 8.6 **The Financial Bid is to be submitted, based on space of 705 sq. mtr. at ITB-Berlin 2023. However, in the event of any change in the space booked for the India Pavilion at any of the said events, the total cost (exclusive of taxes) quoted by the agency would be reduced / increased on pro-rata basis (on per sq. mtr. basis).**

9. **Terms of Payment:** No advance payments will be made. Payment will be made to the successful bidder as per the following schedule:

- 9.1 Payment of 50% of the total contractual amount will be made by electronic transfer as per the Bank details received from the successful bidder on timely completion of construction of the Pavilion authenticated by the concerned officer of the Ministry of Tourism, Government of India.
- 9.2 Payment of 50% of the total contractual amount will be made through electronic transfer as per the Bank details received from the successful bidder after obtaining a certificate from the concerned officer of the Ministry of Tourism, Government of India on completion of the Travel Mart, dismantling the pavilion and clearing of the site satisfactorily in accordance with the terms and conditions of the Work Order issued to the Agency.

10. **ADDITIONAL INFORMATION**

- 10.1 The Ministry of Tourism reserves the right to reject or accept any offer without assigning any reasons whatsoever.
- 10.2 Incomplete and conditional bids will be rejected outright.
- 10.3 Any Displays / Translites produced for the India Pavilion at the events will be the property of the Ministry of Tourism, Govt. of India, on completion of the **contractual period**.

- 10.4 Design selected for the India Pavilion at ITB-Berlin 2023 will be the property of the Ministry of Tourism. The Ministry of Tourism reserves its right to use the same design for other fairs organised / participated by the Ministry of Tourism and its field offices in India and overseas.
- 10.5 **The selected service provider will ensure that the design, construction and maintenance of the India Pavilion are in compliance with the regulations issued by the fair/exhibition organisers including insurance as applicable.**
- 10.6 The successful agency will execute a **Performance Guarantee for 10% of the total value of the contract** in the form of Account Payee Demand Draft or a Bank Guarantee from a Commercial Bank in an acceptable form or in the form of a Fixed Deposit Receipt pledged to the **'Pay & Accounts Officer, Ministry of Tourism'** payable at New Delhi. The Performance Guarantee should remain valid for a period of **60 days** beyond the completion of the period of contract. The Security Deposit/Bank Guarantee will be released after satisfactory completion of the contractual obligation on part of the agency.
- 10.7 The Ministry of Tourism is however not bound to accept any tender or to assign any reason for non-acceptance. The Ministry of Tourism reserves its right to accept the tender either in full or in part. Conditional, erroneous and incomplete Bids will be rejected outright.
- 10.8 The Ministry of Tourism reserves its right to summarily reject offer received from any agency on national security considerations, without any intimation to the bidder.
- 10.9 The Ministry of Tourism reserves the right to place an order for the full or part quantities under any items of work under scope of work.
- 10.10 Agencies submitting proposals will not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids. 10.11 The Ministry of Tourism reserves its right not to accept bids from agencies resorting to unethical practices or on whom investigation/enquiry proceedings has been initiated by Government Investigating Agencies / Vigilance Cell.
- 10.12 **Penalty Clause:**

The agency would have to submit Performance Guarantee for amount equivalent to 10% of the value of the contract after the contract is awarded to it. The same shall be liable to be invoked amount appropriated to the government account in full or part in case of underperformance by the agency, besides other action, including blacklisting of the agency as may be deemed fit by the Ministry of Tourism, Govt. of India as per details given below:

- (a) In case it is noticed that agency has been unable to deliver any work enumerated in the Scope of Work or specified by the Ministry of Tourism **in part** as enumerated under each item of work, penalty @ 2% of the total cost quoted against component at Para 2 (a) of the financial bid format at -2 i.e 'Construction, maintenance & dismantling of the India Pavilion work would be imposed.

- (b) In case, the agency has compromised on quality of construction of India Pavilion / deviation from the approved design, penalty upto 10% of the total cost quoted against component at Para 2 (a) of the financial bid format at Annexure-2 i.e 'Construction, maintenance & dismantling of the Pavilion work would be imposed.
- (c) In case of any other deficiencies in execution of the project, a Committee of officers of appropriate level decided by the competent authority will decide on damages to be recovered and/or other action to be taken, after examining all aspects of the case.
- 10.13 **Liquidated Damages:** In the event of service provider's failure to complete the work within the specified time as indicated at clause 5 above, and as per the requirements of standards of quality constructions, as mentioned in the tender document, the Ministry of Tourism will recover from the service provider, as Liquidated Damages, a sum of 2 % of the total cost of the contract for every hour's delay beyond 1800 hrs. of the previous day till 0700 hrs. on the day of commencement of the Fair. In case, the agency fails to handover the stand fully constructed in all respect for use by the Ministry of Tourism by 0700 hrs., the total cost of the project payable would be forfeited, besides, the Ministry may take action to debar the agency from participation in future tenders and/or blacklist the agency
- 10.14 **Validity of Tender:** Period of validity of the Tender is **120 days** from the closing date of the proposals. If need be, necessary extension would be considered by the Ministry of Tourism.
- 10.15 **Insurance:** Insurance, including transit insurance will be arranged by the service provider.
- 10.16 **Termination by default:** Ministry of Tourism reserves the right to terminate the contract of any agency in case of change in the Government procedures or for unsatisfactory services.
- 10.17 **Risk – Purchase Clause:** If the service provider, after submission of tender and the acceptance of the same, fails to abide by the Terms and Conditions of the tender document or fails to complete the work within the specified time or at any time repudiates the contract, the Ministry of Tourism will have the right to:
- a) Forfeit the EMD
 - b) Invoke Security Deposit / Performance Bank Guarantee, debar it from participation in further tenders, can initiate action to recover the liquidated damage and consider black listing of firm.
 - c) In case the Ministry gets the incomplete job completed through alternative sources and if price of completing the work is higher, the service provider shall pay the balance amount incurred by the Ministry for completing the work, to the Ministry.
 - d) For all purposes, the work order accepted by the bidder and issued by the Ministry of Tourism will be considered as the formal contract.

10.18 **Force Majeure:** Neither party will be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country.

If there is a delay in performance or other failures by the service provider to perform its obligation under its contract due to event of a Force Majeure, the service provider shall not be held responsible for such delays/failures. If a Force Majeure situation arises, the service provider shall promptly notify the Ministry in writing of such conditions and the cause thereof providing sufficient and satisfactory evidence immediately on occurrence of such event. Unless otherwise directed by the Ministry in writing, the service provider shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

10.19 **Arbitration:**

- (a) 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 Department of Legal Affairs, Government of India. The provision of Arbitration and Conciliation Act, 1996 (No.26 of 1996) 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 both the parties to the agreement i.e. the Ministry and the Agency (ies) and the service provider. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

- (b) 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.

10.20 **Jurisdiction:** The contract shall be governed by the Laws of India.

RK Bhati,
Assistant Director General (OM)
Ministry of Tourism
Government of India, New Delhi

Format for ANNEXURE - 1

To be provided on 'Company letter head'

The Asst. Director General (OM),
Ministry of Tourism
Transport Bhawan,
1, Parliament Street,
New Delhi

Subject: - Undertaking

Madam / Sir,

This has reference to the Ministry of Tourism's Tender no.
dated for **Design & Construction of India Pavilion at ITB Berlin**
2023.

In this context, I / We as an authorized representative(s) of company certify
the following:-

- (a) That we are not declared **ineligible for corrupt or fraudulent practices** with any Government departments/ agencies/ Ministries or PSU's and are not blacklisted on the date of submission of this bid.
- (b) That we will **undertake the assignment**, in accordance with the Scope of Work and the terms & conditions detailed in the tender document and at the cost submitted by the agency in the financial bid (Cost should not be mentioned in this undertaking).

Name of the Bidder:

Authorised Signatory:.....

Name:

Seal:

Date:

Place:

Format for ANNEXURE – 2 Financial Quote details

To be provided on 'Company letter head'

The Asst. Director General (OM),
Ministry of Tourism
Transport Bhawan,
1, Parliament Street,
New Delhi

Subject: - Financial Quote Details.

Madam,

This has reference to the Ministry of Tourism's RFP no. dated
..... for Design & **Construction of India Pavilion at ITB-Berlin 2023.**

2. In this context, our **total financial quote (for ITB-Berlin 2023)** in respect of above RFP is Rs...../- (Rupees in words), excluding taxes/GST, as detailed below :

Sr. No.	Particulars	ITB-Berlin 2023 (Total Area of India Pavilion: 705 Sq. Mt.)	
01.	02.	03.	04.
	Job description	Cost per Sq. Mt. (Excl. Taxes GST)	Total Cost in Rupees (Excl. of Taxes / GST)
a)	Fabrication of India Pavilion Including adaptation of the design, Construction, maintenance & dismantling of the pavilion; Decoration, branding & Display within the Pavilion; Transportation of material if any to the site and back and Expenditure on any other activities / components including those listed in the scope of work, etc.		
b)	Total Cost for ITB-Berlin 2023(exclusive of taxes / GST) in words.		

I / We understand that **the total cost (exclusive of taxes / GST)** as given above will be considered for financial evaluation.

Name of the Bidder:

Authorised Signatory:.....

Name:

Seal:

Date:

Place:

Please Note

- (i) Financial bids of technically qualified agencies will be evaluated on the basis of **total cost** for event (i.e. cost quoted for ITB 2023) exclusive of taxes/GST.
- (ii) GST / Taxes as applicable will be paid by the Ministry of Tourism.
- (iii) The bid of the agency will be treated as unresponsive in case of a mismatch while quoting financial cost between figure and words, **or** mismatch between per sq. mtr. Rate and total cost.
- (iv) The financial bid should be in Indian Rupees (INR). If, however, the Agency has formulated costs in a currency other than Indian Rupees (INR), for the sake of uniformity and comparison, the same may be converted to Indian Rupees (INR) as per the official exchange rate of the Ministry of External Affairs (MEA), Government of India for the month of January 2023.

Official MEA exchange rates for the month of January 2023 in respect of some of the leading currencies:

Foreign Currency	INR (Jan. 2023)
1 US Dollar	Rs. 83.5500
1 Pound Sterling	Rs. 102.5000
1 Euro	Rs. 89.2900

To view the official currency exchange rates of MEA for the month of Dec. 2022, bidders may refer to **Annexure- 5**.

The cost quoted will be firm (in the currency quoted) and fixed for the duration of performance of the contract. At no point of time will any deviation from the quoted rate (in the currency quoted) be entertained by the Ministry of Tourism.

The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

Bid Security Declaration Format

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref. Date:

Tender No.:

To

The Asst Director General(OM),
Ministry of Tourism
Transport Bhawan,
1, Parliament Street,
New Delhi

Sub: Bid for Project

I/We hereby declare that:

1. I/We am/are aware that I/we have been exempted from submission of Bid Security in lieu of this Bid Security Declaration.
2. I/We understand that bid must be supported by a Bid-Security Declaration.

I/We understand and accept that if I/We withdraw my/our bid within the bid validity period or if awarded the bid and on being called upon to submit the Performance Guarantee/Performance security, fail to submit the same within the stipulated time period as mentioned in the bidding document or on being called upon to sign the contract agreement, fail to sign the same within such period mentioned in the bidding document, I/We , i.e. ***** (the name of bidder) accept that I/ We shall be banned from submission of Bids in any Works/Service tender issued by Ministry of Tourism for a period upto 5 (five) years.

I/We agree that the decision of the Authority regarding invocation of the Bid Security Declaration shall be final and binding on me/us and shall not be called upon in question under any circumstances.

Name and Signature of Authorized Signatory of Bidder along with seal of Bidder

ANNEXURE-4

FLOOR PLAN OF ITB 2023



ANNEXURE

3/6

OFFICIAL RATE OF EXCHANGE BETWEEN INDIAN RUPEES AND FOREIGN CURRENCIES WITH EFFECT FROM 1st DECEMBER 2022			
S.NO.	NAME OF THE COUNTRY	CURRENCY	REVISED RATE
1	AFGHANISTAN	AFGHANI	1.0451
2	ALGERIA	# DINAR	1.6692
3	ANGOLA	NEW KWANZA	6.2004
4	ARGENTINA	PESO	1.9755
5	ARMENIA	DRAM	4.7843
6	AUSTRIA	EURO 1 (RS.)	85.7200
7	AUSTRALIA	DOLLAR	0.0180
8	AZERBAIJAN	NEW MANAT	0.0206
9	BAHRAIN	DINAR ----(for Rs.100)---	0.4472
10	BANGLADESH	TAKA	1.2473
11	BELARUS	NEW ROUBLE (BYN)	0.0306
12	BELGIUM	EURO 1 (RS.)	85.7200
13	BOTSWANA	# PULA	0.1556
14	BRAZIL	REAL	0.0648
15	BRUNEI	DOLLAR	0.0167
16	BULGARIA	NEW LEV	0.0231
17	BURKINA FASO	*CFA	7.6523
18	CAMBODIA	RIEL	50.2591
19	CANADA	DOLLAR	0.0161
20	CHILE	PESO	11.4280
21	CHINA	(RENMINBI) YUAN	0.0869
22	COLOMBIA	PESO	59.8027
23	CONGO (DEM REP)	CONGO FRANC	24.8063
24	CROATIA	KUNA	0.0892
25	CUBA	PESO(CUP)	0.2906
26	CYPRUS	EURO 1 (RS.)	85.7200
27	CZECH REPUBLIC	KORUNA	0.2875
28	DENMARK	KRONE	0.0870
29	DJIBOUTI REP	DJIB FR	2.1563
30	DOMINICAN REP	DOMINICAN PESO	0.6598
31	EGYPT	POUND	0.2969
32	ERITREA	NAKFA	0.1816
33	ESTONIA	EURO 1 (RS.)	85.7200
34	ETHIOPIA	BIRR	0.6464
35	EQUATORIAL GUINEA	*CFA Fr.	7.6523
36	FIJI	DOLLAR	0.0273
37	FINLAND	EURO 1 (RS.)	85.7200
38	FRANCE	EURO 1 (RS.)	85.7200
39	GERMANY	EURO 1 (RS.)	85.7200
40	GHANA	# GH cedi 1	0.1735
41	GREECE	EURO 1 (RS.)	85.7200
42	GUATEMALA	QUETZAL	0.0944

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S.NO.	NAME OF THE COUNTRY	CURRENCY	REVISED RATE
87	NORWAY	KRONE	0.1232
88	OMAN	RIAL -----(for Rs.100)--	0.4567
89	PAKISTAN	RUPEE	2.7058
90	PANAMA	BALBOA 1 (RS.)	82.6000
91	PAPUA NEW GUINEA	KINA	0.0427
92	PARAGUAY	GUARANI	87.0967
93	PERU	NEW SOL	0.0464
94	PHILLIPINES	PESO	0.6946
95	POLAND	ZLOTY	0.0555
96	PORTUGAL	EURO 1 (RS.)	85.7200
97	QATAR	RIYAL	0.0434
98	ROMANIA	NEW LEU	0.0584
99	RUSSIA	ROUBLE	0.7373
100	RWANDA	RF	12.8979
101	SAO TOME	DOBRA(STN)	0.2900
102	SAUDI ARABIA	RIYAL	0.0446
103	SERBIA	RS DINAR	1.3870
104	SENEGAL	*CFA	7.6523
105	SEYCHELLES	RUPEE	0.1726
106	SIERRA LEONE	NEW LEONE	0.2212
107	SINGAPORE	DOLLAR	0.0166
108	SLOVAKIA	EURO 1 (RS.)	85.7200
109	SLOVANIA	EURO 1 (RS.)	85.7200
110	SOUTH AFRICA	RAND	0.2053
111	SOUTH SUDAN	SSP	7.6364
112	SPAIN	EURO 1 (RS.)	85.7200
113	SRI LANKA	RUPEE	4.4490
114	SUDAN	SDP	6.8947
115	SURINAM	SRD	0.3725
116	SWAZILAND	LILANGENI	0.2097
117	SWEDEN	KRONA	0.1285
118	SWITZERLAND	FRANC	0.0115
119	SYRIA	POUND	6.2082
120	TAJIKISTAN	SOMONI	0.1220
121	TANZANIA	SHILLING	28.2324
122	THAILAND	BAHT	0.4387
123	TOGO	*CFA	7.6523
124	TRINIDAD & TOBAGO	DOLLAR	0.0817
125	TUNISIA	DINAR	0.0396
126	TURKEY	Turkish Lira	0.2254
127	TURKMENISTAN	MANAT	0.0425
128	UGANDA	NEWSHILLING	45.3390
129	UAE	DIRHAM	0.0436
130	U.K.	POUND STG. 1 (RS.)	98.4800

S.NO.	NAME OF THE COUNTRY	CURRENCY	REVISED RATE
131	UKRAINE	HRYVNA	0.4471
132	U.S.A.	DOLLAR 1 (RS.)	82.6000
133	UZBEKISTAN	SUM	135.6255
134	VENEZUELA	BOLIVAR SOBERANO	0.1167
135	VIETNAM	DONG	300.7567
136	YEMEN	RIAL	3.0297
137	ZAMBIA	KWACHA	0.2019
138	ZIMBABWE	ZIMBABWE DOLLAR	4.3814
Oanda website Afghanistan, syria, tajikistan & Venezuela			
* CFA rate also applicable to Burkina Faso, Benin, Dromey, Cameroon, Congo, Central Africa, Equatorial Guinea, Gabon, Ivory Coast, Mali Republic, Niger Republic, Senegal & Togo			
# w.r.t. Pound Sterling			

Ramona
