

Ministry of Tourism
Government of India

NOTICE INVITING TENDER

Ministry of Tourism, Government of India inviting a Tender for professional agency for conceptualization, design and construction of India Pavilion and providing other related ancillary services at OTDYKH Leisure, Moscow Russia 2023 on 12th -14th September 2023 on the theme "Incredible India' visit India Year 2023". The detailed programme and other information of tender are as per Tender Document.

2. All interested bidder are requested to apply for Tender for design and construction of India Pavilion and providing other related ancillary services at OTDYKH Leisure, Moscow Russia 2023 through <https://eprocure.gov.in/eprocure/app>



R K Bhati
Asst. Director General
Overseas Marketing Division
Ministry of Tourism

Tender
for
Design & Construction of
India Pavilion at OTDYKH Leisure, Moscow Russia
12th -14th September 2023
for Ministry of Tourism, Govt. of India



सत्यमेव जयते

RFP No: OM/1/2023-OM-Part(1)-OTDYKH dated _____

Ministry of Tourism
Government of India

Table of Contents

1	INTRODUCTION	4
1.1.	About Ministry of Tourism	4
1.2.	Tender for Design and Construction of India Pavilion at OTDYKH Leisure 2023, Moscow, Russia	4
1.3.	Consultant to design and fabricate the Indian Pavillion at OTDYKH Leisure 2023, Moscow, Russia	4
1.4.	Request for Proposal (RFP)	4
1.5.	Brief description of the Selection Process	4
1.6.	Schedule of Selection Process	5
1.7.	Communications and Nodal Officer	5
2	GUIDELINES FOR APPLICANTS	5
2.1.	Eligibility criteria	6
2.2.	Broad Scope of Work	6
2.3.	Technical Specifications and Requirements	7
2.4.	In time installation	8
2.5.	Pre-Bid Meeting	8
2.6.	Guidelines for Submission of Bids	9
2.7.	Fact sheet of the experience shall be given in below Table format:	10
2.8.	Bid Security/ Bid security Declaration	11
2.9.	Superscribed "Financial Bid" – Tender for Design & Construction of India Pavilion at OTDYKH Leisure 2023, Moscow, Russia.	12
2.10.	Submission to be in electronic form	13
2.11.	Document to be signed by authorized representatives.	13
2.12.	Power of Attorney	13
2.13.	Offline bids.	13
2.14.	Signed and Stamped (by seal of company) on each page.	13
2.15.	Terms and conditions	13
3	OPENING OF BIDS AND SELECTION PROCEDURE	14
3.1.	Opening of Bids	14
3.2.	Technical Bids evaluation criteria	14
3.3.	Terms of Payment	15
4	INSTRUCTIONS TO APPLICANTS	16
4.1.	Additional Conditions	16

4.2.	Liquidated Damages	16
4.3.	Validity of Tender	17
4.4.	Insurance	17
4.5.	Termination by default	17
4.6.	Risk – Purchase Clause	17
4.7.	Force Majeure	17
4.8.	Arbitration	18
4.9.	Jurisdiction	18
APPENDIX-I: TECHNICAL PROPOSAL FORMS		19
	Form 1: Power of Attorney for Authorised Representative	20
	ANNEXURE-I: Declaration by bidding agency	22
ANNEXURE - II: FINANCIAL PROPOSAL FORMS		23
	Form 1: Covering Letter	23
OTDYKH Leisure 2023, Moscow, Russia.		23
Total cost for OTDYKH Leisure 2023, Moscow, Russia(exclusive of traxes / GST) in words.		23
ANNEXURE- 3 BID SECURITY DECLARATION		26
Annexure 4 -		Error! Bookmark not defined.

1 INTRODUCTION

1.1. About Ministry of Tourism

Tourism is one of the fastest-growing sectors globally and has a significant impact on trade, investment, infrastructure development, employment generation, and social inclusion. The Ministry of Tourism (MOT) (hereinafter referred to as “**Authority**”), is responsible for the formulation of policy to establish a country’s tourism brand across the world in general and in key source markets in particular.

1.2. Tender for Design and Construction of India Pavilion at OTDYKH Leisure 2023, Moscow, Russia

The Ministry of Tourism requires the services of a professional agency for putting up a pavilion in OTDYKH Leisure 2023, Moscow, Russia, which will enable high impact participation at the event. Additionally, the pavilion will be made more vibrant with activities, with more impactful and meaningful participation enabling preference as a prelude to destination choice.

1.3. Consultant to design and fabricate the Indian Pavillion at OTDYKH Leisure 2023, Moscow, Russia

The Indian Pavilion at OTDYKH Leisure 2023, Moscow, Russia 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.

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 co-exhibitors 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. Request for Proposal (RFP)

The **Authority** hereby invites proposals (referred as ‘**Proposal**’) from firms (hereinafter referred as the ‘**Applicant**’ or the ‘**Bidder**’) for Selection of a professional agency 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 OTDYKH Leisure 2023, Moscow, Russia.

1.5. Brief description of the Selection Process

The Authority has adopted a **two-stage selection process** (collectively the “**Selection Process**”) for evaluating the Proposals invited from the shortlisted agencies, comprising of technical and

financial proposal.

In the first stage, a technical evaluation will be carried out as specified in the RFP and in the second stage, a financial evaluation will be carried out as specified in the RFP. Proposals will finally be ranked according to their combined technical and financial scores as specified in technical evaluation criteria in the RFP.

1.6. Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

S no	Event Description	Timeline
1.	Last date for receiving queries	21/08/2023
2.	Pre-bid Conference	22/08/2023
3.	Response to pre-bid queries	23/08/2023
4.	Proposal Due date or PDD	27/08/2023

1.7. Communications and Nodal Officer

All communications including the submission of Proposal should be in English language and addressed to the Nodal Officer:

Mr. R K Bhati,
Assistant Director General
International Cooperation, OM Division

1st Floor, Transport Bhawan,
1 Parliament Street, New Delhi
Tel.: 011-23724175
E-mail: rk.bhati@nic.in

All communications should have the following information, marked at the top in bold

“Tender for professional agency for conceptualization, design and construction of India Pavilion and providing other related ancillary services at OTDYKH Leisure, Moscow Russia 2023”

2.1. Eligibility criteria

- (i). A professional agency 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 March 2022 and March 2023 at Annexure-5 below) during the financial year 2021-22, 2022-23 (Audited) or during Calendar year 2021 (**Audited**) or during the Calendar year 2022 (**Audited**) as the case may be.
- (ii). Previous experience of handling work of conceptualizing, designing and construction of Pavilion of the size 100 sq. mt. at minimum three (3) international fairs and exhibitions, held overseas during the Financial Year 2018-19, 2019-20, 2021-22 and 2022-23. Out of the three projects one project should be for Government (Central / State or Foreign Govt.) / PSU organization (Event conducted virtually will not be counted).
- (iii). Relaxation of norms for MSMEs will be as per the instructions of Government of India.

Details of the Pavilion

Name of the Event	Month & Date of the event	City & country	Space hired for India Pavilion	Estimated No. of booths required in India Pavilion
OTDYKH Leisure	12 th – 14 th September 2023	Moscow, Russia	150 sq. mtr.	20-25 individual booths of 4 Sq. Mt. each and 2-3 larger booths ranging from 8-12 Sq. Mt.

2.2. Broad Scope of Work

2.2.1 Conceptualization and designing the India Pavilion for OTDYKH Leisure 2023, Moscow, Russia.

- (i). This involves creating impactful designs which present India as a multi-faceted destination that combines an ancient culture and heritage with a modern, innovative and vibrant present.
- (ii). The concept should be consistent with the Incredible India! Branding.

2.2.2 Construction of India Pavilion

- (i). It should be as detailed in the Specifications and Requirements in para-5 of this tender document, at OTDYKH Leisure 2023, Moscow, Russia.

- (ii). This also includes 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.

2.2.3 Operation & Maintenance relating to India Pavilion

- (i). The India Pavilion must have a fresh look and must not appear jaded or worn-out due to normal wear and tear or damage to the material used / re-used.
- (ii). The scope of work will include construction of the pavilion at site well in time,
- (iii). maintenance and cleanliness activities, during the event and dismantling of the pavilion after the event.

2.2.4 Ancillary Services relating to the India Pavilion

- (i). This will include but not be limited to printing of participant's directory,
- (ii). Providing ethnic uniforms for staff working in the India Pavilion,
- (iii). Providing storage area including pantry with provision for tea, coffee, snacks drinking water, microwave oven, refrigerator, etc.
- (iv). Providing backdrop for Press Conference and other events like cultural shows organized during the event are also included in the scope of work.

2.2.5 The design must be made adaptable to the booth space as specified above.

2.2.6 The agency will be responsible for storage and transportation of reusable material for the events covered in this tender.

2.3. Technical Specifications and Requirements

- 2.3.1 India Pavilion at OTDYKH Leisure 2023, Moscow, Russia will have 20-25 individual booths of 4 Sq. Mt. each and 2-3 larger booths ranging from 8 -12 Sq. Mt. for co-exhibitors in the pavilion. This may vary depending on the registrations received.
- 2.3.2 The Pavilion should reflect an open and inviting look, with minimum barriers and have a professional business type layout 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.
- 2.3.3 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.
- 2.3.4 There should be a dedicated activity area for cultural performances, yoga, sari tying and mehndi demonstrations etc.
- 2.3.5 **Modern technology including 1 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.**
- 2.3.6 There should be easy accessibility to and within the Pavilion and double-sided signage for all participants/ co-exhibitors in the Pavilion.

2.3.7 The India Pavilion at OTDYKH Leisure 2023, Moscow, Russia should have:

- (i). Prominent and visible signage.
- (ii). Visible and prominently located Reception area with Information Counters.
- (iii). The registration / reception area should be equipped with appropriate technologies that enable capturing information and exchanging information with attendees/ visitors to the Pavillion digitally (such as QR code-based systems)
- (iv). A VIP lounge, comfortable enough to hold press interviews, meetings, etc.
- (v). Individual storage with locking provision, with visible fascia (i.e company name of all Co-Exhibitors / participants properly displayed)
- (vi). A separate larger, covered storage area for use by Ministry of Tourism.
- (vii). Designated areas for activities such as mehndi application, handicraft display / demonstrations, cultural performances, etc.
- (viii). Office space, with working desks and chairs.
- (ix). A Cafeteria/Restaurant area
- (x). 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.
- (xi). Internet connectivity and individual electrical connections.
- (xii). Greenery/Plants to be placed within the Pavilion.
- (xiii). Optimum use is to be made of the first / mezzanine floor at OTDYKH Leisure 2023, Moscow, Russia where permissible, in keeping with the overall theme and décor of the Pavilion.
- (xiv). 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.
- (xv). 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.
- (xvi). 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.

2.4. In time installation

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 OTDYKH Leisure 2023, Moscow, Russia.

2.5. Pre-Bid Meeting

- (i). 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 **22/08/2023**, 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 **21/08/2023** as per the following format :-

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

- (ii). 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.

2.6. Guidelines for Submission of Bids

The Technical and Financial Bids for construction of India Pavilion at OTDYKH Leisure 2023, Moscow, Russia should be submitted in online mode.

The Technical Bid - Tender for Design & Construction of India Pavilion at OTDYKH Leisure 2023, Moscow, Russia Should include the following documents/details:

S No.	Details required	Particulars
1	Copy of PAN Card & GST Registration certificate (or Income Tax Account Number as applicable for overseas bidder).	
2	Profile of the Agency	
3	Details of Technical Manpower and Staff available in-house with the bidding agency (both the partners in case of consortium).	
4	Track record of the agency and Client completion certificates during the four years i.e <u>2018-19, 2019-20, 2021-22 and 2022-23.</u>	
5	Details of Pavilions / Stands / Booths designed and constructed for other countries at various International fairs / exhibitions held overseas during the four years	

	<u>i.e 2018-19, 2019-20, 2021-22 and 2022-23</u>	
6	Chartered Accountant certificate only, indicating turnover of the company during the Calendar year 2021 or, financial year 2021-22 (Audited) or, Financial year 2022-23 (Audited) or, calendar year 2022(Audited) 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.	

2.7. Fact sheet of the experience shall be given in below Table format:

Details of Specific Experience	
Project 1	
(i).	Date of the event:
(ii).	Area hired for construction of the pavilions in Sq. mts:
(iii).	Entity for which Pavilion was constructed and also indicate Govt/Pvt/PSU/Foreign Govt:
(iv).	Completion Certificate No. (with the page number on which document is attached):
(v).	Work Order with reference no. (With the page no. on which document is attached)
Project 2	
(i).	Name of the event:
(ii).	Date of the event:
(iii).	Area hired for construction of the pavilions in Sq. mts:
(iv).	Entity for which Pavilion was constructed and also indicate Govt/Pvt/PSU/Foreign Govt:
(v).	Completion Certificate No. (with the page number on which document is attached):
(vi).	Work Order with reference no. (With the page no. on which document is attached);
Project 3	
Name of the event:	
(i).	Date of the event:
(ii).	Area hired for construction of the pavilions in Sq. mts:
(iii).	Entity for which Pavilion was constructed and also indicate Govt/Pvt/PSU/Foreign Govt:
(iv).	Completion Certificate No. (with the page number on which document is attached):
(v).	Work Order with reference no.
(With the page no. on which document is attached)	
Project 4	
Name of the event:	
(i).	Date of the event:
(ii).	Area hired for construction of the pavilions in Sq. mts:

- (iii). **Entity for which Pavilion was constructed** and also indicate Govt/Pvt/PSU/Foreign Govt:
- (iv). **Completion Certificate No.** (with the page number on which document is attached):
- (v). **Work Order with reference no.** (With the page no. on which document is attached)

Project 5

- (i). **Name of the event:**
- (ii). **Date of the event:**
- (iii). **Area hired for construction of the pavilions in Sq. mts:**
- (iv). **Entity for which Pavilion was constructed** and also indicate Govt/Pvt/PSU/Foreign Govt:
- (v). **Completion Certificate No.** (with the page number on which document is attached):
- (vi). **Work Order with reference no.** (With the page no. on which document is attached)

Notes:

- 2.7.1. The Bidder shall not have been declared **ineligible for corrupt or fraudulent practices** with any
- 2.7.2. The Bidder 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**.
- 2.7.3. 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.
- 2.7.4. The Concept/ Design of the India Pavilion at OTDYKH Leisure 2023, Moscow, Russia with detailed layout, decoration plan, etc. **should be submitted online**.

2.8. Bid Security/ Bid security Declaration

- (i). 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.
- (ii). The Bid shall be summarily rejected if it is not accompanied by Bid Security
- (iii). Declaration. The Bid document shall be available free of cost through eProcurement Portal and Ministry of Tourism Website.)
- (iv). The Bidder shall furnish as part of its Bid, a Bid Security Declaration.
- (v). Any Bid not accompanied by the Bid Security Declaration shall be summarily rejected by the Authority as non-responsive.
- (vi). 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.
- (vii). Performance security to be kept to the tune of 10% of the contract value.

2.9. Superscribed “Financial Bid” – Tender for Design & Construction of India Pavilion at OTDYKH Leisure 2023, Moscow, Russia.

While submitting the Financial Proposal, the Applicant shall ensure the following:

- (i). The financial bid for OTDYKH Leisure 2023, Moscow, Russia 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 OTDYKH Leisure 2023, Moscow, Russia) 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 September 2023.

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

Foreign Currency	INR (September 2023)
1 US Dollar	Rs.
1 Pound Sterling	Rs.
1 Euro	Rs.

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

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

2.10. Submission to be in electronic form

The Applicant shall submit his bid in the electronic form on or before 1700 hrs on --/--/2023. Document to be signed by authorized representatives.

2.11. Document to be signed by authorized representatives.

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.

2.12. Power of Attorney

The Applicant should submit a Power of Attorney as per the format at **Form 1 of Appendix- I**; provided, however, that such Power of Attorney would not be required if the bid submission is signed by a Partner or Director (on the Board of Directors) of the Applicant in case the Applicant is a partnership firm or limited liability partnership.

2.13. Offline bids.

Those bids sent offline will not be entertained.

2.14. Signed and Stamped (by seal of company) on each page.

All documents submitted by agencies should be signed and submitted by the authorized 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.

2.15. Terms and conditions

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

3 OPENING OF BIDS AND SELECTION PROCEDURE

3.1. Opening of Bids

Technical bids will be opened in the presence of representatives of agencies submitting bids at 03.00 hrs. on ---/---/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 3.2. 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.

3.2. Technical Bids evaluation criteria

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 100 Sq. Mt and above held overseas during four years 2018-19, 2019-20, 2021-22 and 2022-23. (9 marks per fair & exhibition for a maximum of 45 Marks)	45 marks
(ii)	Concept & Design of Pavilion	25 marks
(iii)	Effective Utilization of Space including the first / mezzanine Floor	10 marks
(iv)	Effective Branding in the Pavilion	10 marks
(v)	Innovative ideas and other attractions in the Pavilion	10 marks
	Total	100 marks

- (i). Whereas, Technical Evaluation will carry a weightage 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.
- (ii). 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**.
- (iii). 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.
- (iv). The Financial Bid is to be submitted, based on space of 150 sq. mtr. at OTDYKH Leisure 2023, Moscow, Russia. 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).

3.3. Terms of Payment

The key deliverables, timelines and payment milestone for the assignment are given below:

Sno.	Key Deliverables	Payment
1	Timely completion of construction of the Pavilion authenticated by the concerned officer of the Ministry of Tourism, Government of India.	50%
2	Once the successful bidder has obtained 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.	50%

4 INSTRUCTIONS TO APPLICANTS

4.1. ADDITIONAL CONDITIONS

- (i). The Ministry of Tourism reserves the right to reject or accept any offer without assigning any reasons whatsoever.
- (ii). Incomplete and conditional bids will be rejected outright.
- (iii). 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**.
- (iv). Design selected for the India Pavilion at OTDYKH Leisure 2023, Moscow, Russia will be the property of the Ministry of Tourism. The Ministry of Tourism reserves its right to use the same design for other fairs organized / participated by the Ministry of Tourism and its field offices in India and overseas.
- (v). **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 organizers including insurance as applicable.**
- (vi). 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.
- (vii). The Ministry of Tourism reserves its right to summarily reject an offer received from any agency on national security considerations, without any intimation to the bidder.
- (viii). 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.
- (ix). Agencies submitting proposals will not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.
- (x). 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.

4.2. 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.

4.3. VALIDITY OF TENDER

The 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.

4.4. INSURANCE

Insurance, including transit insurance will be arranged by the service provider.

4.5. TERMINATION BY DEFAULT

The Ministry of Tourism reserves the right to terminate the contract of any agency in case of a change in the Government procedures or for unsatisfactory services.

4.6. 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:

- (i). Forfeit the EMD
- (ii). 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.
- (iii). 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.
- (iv). For all purposes, the work order accepted by the bidder and issued by the Ministry of Tourism will be considered as the formal contract.

4.7. 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.

4.8. ARBITRATION

- (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 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.
- (ii). 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.
- (iii). 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.

4.9. JURISDICTION

The contract shall be governed by the Laws of India.

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

(See Clause 2)

APPENDIX-I

Form 1: Power of Attorney for Authorised Representative

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for _____, proposed to be done by the (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarised

Accepted

.....

(Signature, name, designation, and address of the Attorney)

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.

ANNEXURE-I: Declaration by bidding agency

(On Applicant's 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..... datedfor Design & Construction of India Pavilion at OTDYKH Leisure 2023, Moscow, Russia.

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:

ANNEXURE - II: FINANCIAL PROPOSAL FORMS

Form 1: Covering Letter
(On Applicant's letter head)

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 / Sir,

This has reference to the Ministry of Tourism's RFP no. dated
for Design & Construction of India Pavilion at OTDYKH Leisure 2023, Moscow, Russia.

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

Sr. No.	Particulars	OTDYKH Leisure 2023, Moscow, Russia.	
		Cost per Sq. Mt. (Excl. Taxes GST	Total Cost. (Excl. Taxes GST
a)	Total cost of Fabrication of India Pavilion (Exclusive of Taxes / GST) (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 many other activities / components including those listed in the scope of work, etc.)		
b)	Total cost for OTDYKH Leisure 2023, Moscow, Russia(exclusive of traxes /		

	GST) in words.		
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3. 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 OTDYKH Leisure 2023, Moscow, Russia) 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 September 2023.

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

Foreign Currency	INR (September 2023)
1 US Dollar	Rs.

1 Pound Sterling	Rs.
1 Euro	Rs.

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

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

ANNEXURE- 3 BID SECURITY DECLARATION

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.
3. 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.
4. 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.
5. Name and Signature of Authorized Signatory of Bidder along with seal of Bidder

Annexure IV



ANNEXURE -5

MEA OFFICIAL RATE OF EXHCHANGE SEPTMBER 2023