#### Government of India Ministry of Tourism

#### 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 World Travel Market (WTM) - 2024, London from 5<sup>th</sup> to 7<sup>th</sup> November 2024. The details are given in the Tender Document.

2. All interested bidders are requested to apply for Tender for design and construction of India pavilion and providing other related ancillary services at World Travel Market - 2024 (WTM), London from 5<sup>th</sup> to 7<sup>th</sup> November 2024 through <u>https://eprocure.gov.in/eprocure/app.</u>

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Assistant Director General Marketing, Promotion and International Cooperation

# GOVERNMENT OF INDIA MINISTRY OF TOURISM MARKETING & PROMOTION AND INTERNATIONAL COOPERATION DIVISION

# TENDER DOCUMENT Date 19/09/2024 Tender No. (MPI)/20/2024-M&PI

# Tender for Design & Construction of India Pavilion at World Travel Market (WTM), London from 5th - 7th November 2024.

# 1. BRIEF DESCRIPTION OF THE PROJECT

The Ministry of Tourism, Government of India regularly participates in major international Travel Fairs and Exhibitions, including World Travel Market (WTM), London.

1.1 The Ministry of Tourism requires the services 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 WTM - 2024, London

1.2 The Indian Pavilion at WTM, London 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 and immersive experiences.

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 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), if available.

# 2. ELIGIBILITY CRITERIA

**2.1.** A professional agency with an annual turnover of **Rs. 4.00 crore or more** (if Annual turnover of agencies in USD /Euro, etc. then 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 September 2024 at Annexure-5 below) during the financial year 2019-20, 2021-22 or 2022-23 and 2023-24 (Audited) or during Calendar year 2019, 2021 or 2022 (Audited) and during the Calendar year 2023 (Audited) as the case may be.

2.2. Previous experience of handling work of conceptualizing, designing and construction of Pavilion of the size 400 sq. mt. at minimum three (3) international fairs and exhibitions, held overseas during the Financial Year 2019-20, 2021-22 or 2022-23 and 2023-24. Out of the three projects one project should be for Government (Central / State or Foreign Govt.) / PSUorganization (Event conducted virtually will

not be counted).

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

Name of the Event	Month & Date of the event		Space hired for India Pavilion	Estimated No. of booths required in India Pavilion
WTM 2024. London	$5^{\text{th}}$ - $7^{\text{th}}$	London, UK	650 sq.	45-50 individual
	November		mtr.	booths of 4 Sq.
(Refer to Annexure 4 for	2024,			mt.
floor plan)				each and 2-3
				larger booths
				ranging
				from 8-12 Sq.
				mt.

## 3. DETAILS OF THE PAVILIONS

#### 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 WTM-2024, London.
- 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 well as daily cleaning of the pavilion during the course of the exhibition. It should also include provision for a live kitchen.
- 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 co-exhibitor's directory, providing storage area including pantry with provision for tea/coffee, drinking water, microwave oven, refrigerator and other cookies / dry snacks providing backdrop for Press Conference organized during the event, if any 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 reusablematerial for the events covered in this tender.
- 4.7 The India Pavilion must have a fresh look and must not appear jaded or worn-out

due to normal wear and tear.

- 4.8 The Electricity and other miscellaneous charges relating to the space raised by the organizer of the event, will be paid by the booth constructor hired by the ministry to construct the pavilion on behalf of Ministry of Tourism, Government of India. The same will be reimbursed by Ministry after completion of the event on the production of the original bill, along with the other payments.
- 4.9 The hiring of ushers (maximum number of 4 ushers for the entire duration of the exhibition), Photographer / Videographer and Henna artists etc. will have to be hired and its cost will be reimbursed by Ministry after completion of the event, on the production of the third party bills on the basis of actuals. The rates for hiring the persons should not be higher than the rates approved by MEA.

# 5. SPECIFICATIONS AND REQUIREMENTS

- 5.1 India Pavilion at WTM 2024, London, will have 45-50 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. All co-exhibitor's booths must have provision for electrical connection, double sided signage and individual storage with locking provision with an environment conducive to holding B2B meetings.
- 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 brand Incredible India as its campaign tagline to revive international tourism along with effective 'Incredible India' branding. All branding material displayed at the Pavilion must showcase Incredible India logo in a prominent manner.
- 5.4 There should be a dedicated activity area for cultural performances, yoga, sari draping and mehndi demonstrations etc.
- 5.5 Modern technology including 2 large LED video screens/walls should be incorporated in the Pavilion. The video wall / screen should be of at least 6m x 2.5 m of 1.9-micron pitch 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 WTM – 2024, London should have:

- Prominent branding of Incredible India showcasing aspects which depict the traditional culture, cuisine, artforms and tourism product of the country.
- Reception area, a lobby which can also be used as VIP area, pantry and storage, designated area for showcasing cultural performances.

- Individual storage for co-exhibitors with locking provision, with visible fascia (i.e company name of all Co-Exhibitors / participants properly displayed).
- A separate storage area for use by Ministry of Tourism.
- Designated area for activities such as mehndi application, handicraft display / cultural performances, curated selfie point / cut outs etc.
- A Cafeteria/Restaurant area with option of live kitchen.
- 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 to be provided.
- Greenery aspects to be dully highlighted with in the pavilion.
- 5.8 The Pavilion should be erected on a raised platform of 2 inches and all images displayed will be back lit in the form of Tran slides.
- 5.9 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 number of registrations received.
- 5.10 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.
- 5.11 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 WTM 2024, London.
- 5.12 It is hereby stated that consortium will not be considered.

# 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, 1 Parliament Street, New Delhi 110001 at **1100 hrs. 25/09/2024**, for clarifications required on any aspect pertaining to the Tender Document. Any change in the pre-bid meeting schedule will be notified on the Ministryof 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 22/09/2024** as per the following format at <u>sudeshna.r@nic.in</u> and <u>monika.jamwal@nic.in</u> :-

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

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 <u>www.tourism.gov.in</u> and on e-procure website of the Government of India on or

before 1700 hrs. on 30/09/2024.

#### 7. GUIDELINES FOR SUBMISSION OF BIDS:

- 7.1 Bids for construction of India Pavilion at WTM, London should be submitted in two covers (Cover-I Technical & Cover-2 Financial) in online. Physical bids will not be accepted.
- 7.2 **Superscribed "Technical Bid -** Tender for Design & Construction of India Pavilion at WTM 2024, London should include 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 2019-20, 2021-22 or 2022-23 and Financial year 2023-24 (Audited) or, calendar year 2019, 2021, 2022 and 2023 (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.
- Profile of the Agency / Company.
- Details of Technical Manpower and Staff available in-house with the bidding agency.
- Track record of the agency details of experience of setting up Pavilions/ Booths/Stands at International Fairs / Exhibitions in an area of 400 Sq. Mts and above held overseas during the years i.e <u>2019-20</u>, <u>2021-22 or 2022-23 and</u> <u>2023-24</u> 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 <u>for other</u> <u>countries</u> at various International fairs / exhibitions held overseas during the the years i.e <u>2019-20</u>, <u>2021-22 or 2022-23 and 2023-24</u> 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	Date	Area Hired	l Entity for which	Completion	Work	
of the	of the	For	Pavilion was	Certificate	order	with
event	Event	construction	constructed and also	Reference No	referen	nce
		of the	indicate Govt/	with the page	No	with
		pavilion in	Pvt/PSU/ Foreign	number on	the	page

	Sq mts.	Govt	which the Document is attached	no on which the document is attached

- The Bidder shall not have been declared **ineligible for corrupt or fraudulent practices** with any Government Departments/Agencies/Ministries/PSUs or Foreign Governments and should not be blacklisted at the time of submission 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**.
- (ii) The Concept/ Design of the India Pavilion at WTM-2024, London with detailed layout, decoration plan, etc. should be submitted online.

# (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 theywithdraw 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 onBid Security declaration shall be given to any Bidder.

7.3 Superscribed "Financial Bid" – Tender for Design & Construction of India Pavilion at WTM -2024, London.

(i) The financial bid for WTM - 2024, London 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 WTM-2024, London) 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 2024.

Official MEA exchange rates for the month of September 2024 inrespect of some of the leading currencies:

Foreign Currency	INR (September 2024)
1 US Dollar	Rs. 84.64
1 Pound Sterling	Rs. 110.38
1 Euro	Rs. 94.17

To view the official currency exchange rates of MEA for the month of September 2024 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 anysuch 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 **1100 hrs. on 03/10/2024** on e-procurement portal.

#### 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") company 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 liabilitypartnership; or

(iii) by a duly authorized person holding the Power of Attorney, in case of aLimited Company or a corporation.

# 7.6 Power of Attorney for Authorised Representative

A copy of the Power of Attorney for Authorised Representative 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) shall accompany the Proposal.

# 7.6.1 Those bids sent off line will not be entertained.

7.7 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 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.

7.8 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 at **11.00 hrs. on 04/10/2024** 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)	<ul> <li>Experience in setting up of Pavilions/ Booths/ Stands at International Fairs / Exhibitions in an area of 400 sq. mt and above held overseas in each of the Financial Year 2019-20, 2021-22 or 2022-23 and 2023-24</li> <li>(15 marks per fair &amp; exhibition for a maximum of 60 Marks)</li> </ul>	60 marks
(ii)	Concept & Design of Pavilion	25 marks
(iv)	Effective Utilisation of Space incorporating all the elements mentioned in the scope of work above	5 marks

(v)	Effective Branding in the Pavilion	5 marks
(vi)	Innovative ideas and inclusion of digital elements in the Pavilion	5 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% 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 650 sq. mtr. at WTM-2024, London. 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. <u>**Terms of Payment:**</u> No advance payments will be made. Payment will be made to the successful bidder as per the following schedule:
- 9.1 Payment in full of the total contractual amount will be made through electronic transfer as per the Bank details received from the successful bidder, 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 and after getting certificate from the concerned officer of the Ministry of Tourism that the entire work of fabrication and dismantling of the pavilion has been completed satisfactorily by the agency as per the scope of work.

# **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 / Translides 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 **WTM 2024, London** will be the property of the Ministry of Tourism. The Ministry of Tourism reserves itsright to use the same design for other fairs organized / participated by the Ministry of Tourism and its field offices in India and overseas.
- 10.5 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.
- 10.6 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 applicable.
- 10.7 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.
- 10.8 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.
- 10.9 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.
- 10.10 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.
- 10.11 Agencies submitting proposals will not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.
- 10.12 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.

# 10.13 Penalty Clause:

The agency would have to submit Performance Guarantee for amount equivalent to 10% of the value of the contract after the contract isawarded 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 Annexure-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.
- 10.14 **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
- 10.15 **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.
- 10.16 **Insurance**: Insurance, including transit insurance will be arranged by the service provider.
- 10.17 **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.
- 10.18 **<u>Risk Purchase Clause</u>**: 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 thespecified time or at any time repudiates the contract, the Ministry of Tourism will have the right to:
  - a) Invoke Security Deposit / Performance Bank Guarantee, debar it from participation in further tenders, can initiate action to recover theliquidated damage and consider black listing of firm.
  - b) 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.

- c) For all purposes, the work order accepted by the bidder and issued by the Ministry of Tourism will be considered as the formal contract.
- 10.19 **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.

# 10.20 Arbitration:

(a) In event of any dispute or difference between the Ministry and theAgency, 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 arbitrator shallbe 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.
- 10.21 **Jurisdiction:** The contract shall be governed by the Laws of India.

Assistant Director General Marketing, Promotion and IC Ministry of Tourism Government of India, New Delhi

#### **APPENDIX-I: TECHNICAL PROPOSAL FORMS**

#### **APPENDIX-I**

#### Form 3: 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 a acts deeds and things done by our said Authorised Representative in exercise of the power 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		,
20		

For.....

(Signature, name, designation and address) Witnesses:

1.

2.

#### Notes

- 1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, aid 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 ssued 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 Applicant from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy f it carries a conforming Apostille certificate.

#### To be provided on 'Company letter head'

The Asst. Director General Marketing, Promotion and IC 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 WTM 2024, London.** 

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/PSUs or Foreign Governments 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 financialbid (Cost should not be mentioned in this undertaking).

Name of the Bidder: ..... Authorised Signatory:..... Name: Seal: Date: Place: To be provided on 'Company letter head'

The Asst. Director General Marketing, Promotion and IC Ministry of Tourism Transport Bhawan, 1, Parliament Street, New Delhi

#### Subject: - Financial Quote Details.

Madam,

**2.** In this context, our total financial quote (for WTM -2024, London) in respect of above RFP is Rs. ...../-(Rupees in words), excluding taxes/GST, as detailed below:

Sr. No.	Particulars	WTM-2024, London		
		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 WTM – 2024, London (exclusive of taxes / GST) in words.			

**3.** I / We understand that <u>the total cost (exclusive of taxes / GST)</u> 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 <u>total cost</u> for event (i.e. cost quoted for WTM 2024, London) 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 2024.

# Official MEA exchange rates for the month of September 2024 in respect of some of the leading currencies:

Foreign Currency	INR (September 2024)
1 US Dollar	Rs. 84.64
1 Pound Sterling	Rs. 110.38
1 Euro	Rs. 94.17

To view the official currency exchange rates of MEA for the month of September 2024, 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.

#### \*\*\*\*\*

#### **BID SECURITY DECLARATION**

#### **Bid Security Declaration Format**

(To be forwarded on the letterhead of the Bidder)

Ref. Date:

Tender No.:

То

The Asst Director General Marketing, Promotion and IC 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.

- 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-4

# Floor Plan of WTM 2024, London



Most Immediate

# No.Q/FE/747/1/2024 Government of India Ministry of External Affairs (Foreign Exchange Section)

**ANNEXURE -5** 

New Delhi, the 28<sup>th</sup> August, 2024

# OFFICE MEMORANDUM

Subject: Revision of official rate of exchange between Indian Rupees and foreign currencies

In continuation of this Ministry's Office Memorandum of even number dated **29<sup>th</sup> July, 2024** on the subject mentioned above, a copy of the statement of the revised official accounting rate for various foreign currencies w.e.f. **1<sup>st</sup> September, 2024** is enclosed.

2. These new rates of exchange will not apply in respect of Consular Fees, which will continue to be governed by instructions issued by CPV Division. As far as payment of emoluments of India based officials is concerned, the rate of exchange indicated in the foreign allowance sanction issued by the FD Section of this Ministry has to be taken into account.

(Deepak Bhoj) Section Officer(FE) Tele. : 23085157

To All Indian Missions / Posts abroad

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S.NO.	NAME OF THE COUN	NCIES WITH EFFECT FROM 1st SEP	
		<u>CURRENCY</u>	REVISED RATE
1000	AFGHANISTAN	AFGHANI	
	ALGERIA	# DINAR	0.836
3	ANGOLA	NEW KWANZA	1.577
4	ARGENTINA	PESO	10.625
5	ARMENIA	DRAM	11.150
6	AUSTRIA	FURG 4	4.5860
7	AUSTRALIA	DOLLAR (RS.)	94.17
8	AZERBAIJAN	NEW MANAT	0.0175
9 E	BAHRAIN		0.0201
10 E	BANGLADESH	DINAR(for Rs.100) TAKA	0.4332
	BELARUS	California Provident	1.4095
22.02	BELGIUM	NEW ROUBLE (BYN)	0.0386
Land of the second	OTSWANA	EURO 1 (RS.)	94.17
0.0	RAZIL	# PULA	0.1570
	RUNEI	REAL	0.0639
	ULGARIA	DOLLAR	0.0155
	URKINA FASO	NEW LEV	0.0209
	AMBODIA	*CFA	6.9657
	ANADA	RIEL	48.4405
		DOLLAR	0.0161
		CAPE VERDEAN ESCUDO	1.1750
	HAD	*CFA Fr.	6.9657
	HILE	PESO	10.9670
	HINA	(RENMINBI) YUAN	0.0843
-	DLOMBIA	PESO	47.6052
	ONGO (DEM REP)	CONGO FRANC	33.5970
	ROATIA	KUNA	0.0805
	JBA	PESO(CUP)	0.2836
	PRUS	EURO 1 (RS.)	94.17
	ECH REPUBLIC	KORUNA	0.2688
	NMARK	KRONE	0.2088
	IBOUTI REP	DJIB FR	The local sector of the sector
	MINICAN REP	DOMINICAN PESO	2.1041
	YPT	POUND	0.7055
	ITREA	NAKFA	0.5763
	ΓΟΝΙΑ	EURO 1 (RS.)	0.1772
	HIOPIA	BIRR	94.17
EQ	UATORIAL GUINEA	*CFA Fr.	1.2882
FIJ		DOLLAR	6.9657
FIN	LAND	EUD C 4	0.0267
FRA	NCE	(10)	94.1700
GEF	RMANY	(10)	94.1700
GH/	ANA	EURO 1 (RS.) # GH cedi 1	94.1700

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43	D. NAME OF THE COUN GREECE	IRI	CURRENCY		REVISED RATE
44	GUATEMALA		EURO 1 (RS.)		94.1
45	GUINEA		QUETZAL		0.091
46	GUYANA		*GNF		101.124
47	HONG KONG		DOLLAR		2.4728
48	HUNGARY		DOLLAR		0.0917
49	ICELAND		FORINT		4.2102
49	INDONESIA		CELANDIC KRONA		1.6241
51	IRAN		RUPIAH		183.7193
52	IRAQ		RANIAN RIAL		5800.5317
53	IRELAND		DINAR		15.4773
54	ISRAEL		URO 1 (RS.)		94.17
55	ITALY		HEKEL	10	0.0439
	IVORY COAST		URO 1 (RS.)		94.17
	JAMAICA		CFA		6.9657
	JAPAN	D	OLLAR		
	JORDAN	Y	EN		1.8549
		D	INAR		1.7079
	KAZAKHSTAN	TE	INGE		0.0084
	KENYA	Sł	HILLING		5.6472
-		W	ON		1.5241
State Contract 11 Cr.	SOUTH KOREA	W	ON		0.0154
	UWAIT	DI	NAR(for Rs.100)		15.7538
STORE STOLEN	YRGYZSTAN	SC			0.3533
10.00	AOS	NE	WKIP		1.0125
	EBANON		UND		261.4012
	IBERIA		BERIAN DOLLAR		1058.0104
	IBYA	THE COURSE OF STREET	JAR		2.3068
70 L	ITHUANIA				0.0564
71 M	ACEDONIA		<u>RO 1 (RS.)</u> NAR		94.17
72 M	ADAGASCAR		IARY		0.6573
73 M	ALAWI		АСНА		53.7250
'4 M.	ALAYSIA		GGIT		20.4869
'5 M.	ALDIVES		IYA		0.0518
6 M	ALI REPUBLIC	-	A Fr.		0.1819
and the second second	ALTA	-			6.9657
8 M/	AURITANIA		RO 1 (RS.) GUIYA		94.17
	AURITIUS				0.4679
	XICO	RUP			0.5464
	DNGOLIA	PES			0.2219
	DROCCO	TUG			40.1819
	ZAMBIQUE	DIR			0.1149
	ANMAR	-			0.7550
	MIBIA	KYA			24.8110
	DAL	DOL			0.2098
		RUPI	EE		1.6000

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	S.NO. NAME OF THE CC 87 NETHERLANDS	UNIRY	CORRENCY	REVISED RAT
L	88 NEW ZEALAND		EURO 1 (RS.)	
	89 NIGERIA	-	DOLLAR	94.:
L	90 NIGER REPUBLIC		# NAIRA	0.019
L	91 NORWAY		*CFA Fr.	6.965
L	92 OMAN		KRONE	0.125
L	93 PAKISTAN		RIAL(for Rs.100)	0.123
	94 PANAMA		RUPEE	3.295
	95 PAPUA NEW GUINE		BALBOA 1 (RS.)	84.6
	96 PARAGUAY	Street Stre	KINA	0.045
	97 PERU		GUARANI	89.5549
	98 PHILIPPINES		JEW SOL	0.0441
	99 POLAND		PESO	0.6693
1	00 PORTUGAL		LOTY	0.0456
1	01 QATAR		URO 1 (RS.)	94.17
1	02 ROMANIA		IYAL	0.0405
10	03 RUSSIA	the second se	EW LEU	0.0405
10	04 RWANDA		OUBLE	1.0613
10		R		
10		D	OBRA(STN)	15.8273
10		Concernance of the second	YAL	0.2664
10			DINAR	0.0434
10	JENEOAL	*C		1.2498
110			PEE	6.9657
111	SILINIA LEONE	NE	WLEONE	0.1756
112	ONTOAFORE		LLAR	0.2665
113		EU	RO 1 (RS.)	0.0154
114		EU	RO 1 (RS.)	94.17
115		RA	ND	94.17
116	JOODAN	SSF		0.2089
117		EUF	RO 1 (RS.)	32.8062
118		RUF	PEE	94.17
119	CODINI	SDF		3.5287
120		SRD		22.0331
.21	SWAZILAND	LILA	NGENI	0.3403
	SWEDEN	KRO	NA	0.2098
22	SWITZERLAND	FRA	NC	0.1227
23	SYRIA	POU	ND	0.0101
24	TAJIKISTAN	SOM	ONI	162.2873
25		SHIL	LING	0.1259
26	THAILAND	BAH		32.0770
27	TOGO	*CFA		0.4070
28	TRINIDAD & TOBAGO	DOLL	AR	6.9657
	TUNISIA	DINA		0.0798
30	TURKEY	Turki	sh Lira	0.0360
		A Longer		0.3987

<u>S.NO</u> 131	. NAME OF THE COUNTRY TURKMENISTAN	OUTALING	REVISED RATE
132	Concerning and a second s	MANAT	0.0415
	UGANDA	NEWSHILLING	and the second se
133	UAE	DIRHAM	43.9863
134	U.K.	POUND STG. 1 (RS.)	0.0425
135	UKRAINE	HRYVNA	110.38
136	U.S.A.	DOLLAR	0.4892
137	UZBEKISTAN	DOLLAR 1 (RS.)	84.64
138	VENEZUELA		149.3494
139		BOLIVAR SOBERANO DONG	0.4334
140	VEMEN		294.9728
41	ZAMDIA	RIAL	2.9562
DOMESTIC: N		KWACHA	0.3033
		ZIG	0.1670
FA rate atorial G	also applicable to Burkina Faso, Benin Dahon Guinea, Gabon, Ivory Coast, Mali Republic, Ni ‡	ney, Cameron, Congo, Central Africa, iger Republic,Chad, Senegal & Togo # w.r.t. Pound Sterling	Q.}

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