

**GOVERNMENT OF INDIA
MINISTRY OF TOURISM
(OVERSEAS MARKETING DIVISION)**

TENDER DOCUMENT

TENDER NO.: 15-OM (17)/2017

Dated: 07th July ,2017

Construction of India Pavilion at the World Travel Market (WTM), London (2017) and International Tourism Bourse (ITB), Berlin (2018) with the theme of Eco Tourism and Spiritual Tourism

1. BRIEF DESCRIPTION OF THE PROJECT

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

1.1 For setting up an India Pavilion at these fairs, as listed below, the Ministry of Tourism requires the services of a professional agency for conceptualization, designing and construction of the India Pavilion and providing other related ancillary services during the events (as detailed under the Scope of Work).

- (a) WTM – 2017
- (b) ITB - 2018

1.2 The Indian Pavilion at these International Fairs 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 have an inviting look and should be open with minimum barriers. 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 the experience of visiting India as a tourist, focusing on its varied tourist attractions.

1.3 The India Pavilion has as co-exhibitors, 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). The estimated number of booths required for co-exhibitors at the above travel fairs will be as detailed under Specifications and Requirements.

2. DETAILS OF THE PAVILIONS

Name of the Fair	Location of the Fair	Month of the Fair	Area (in Sq.m)
WTM	London	November 2017	650
ITB	Berlin	March 2018	710

2.1 The Areas indicated above are correct as of 2017 and may be subject to change, either by way of an increase or a decrease at the Ministry of Tourism's discretion.

3. SCOPE OF WORK

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 the World Travel Market (WTM), London (2017) and the International Tourism Bourse (ITB), Berlin (2018).

3.1 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.

3.2 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.

3.3 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 backdrop for Press Conference organised during the event are also included in the scope of work.

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

3.5 The agency will be responsible for storage and transportation of re-usable material for the events covered in this tender.

3.6 The India Pavilion must have a fresh look at each of the listed events and must not appear jaded or worn-out due to normal wear and tear or damage to the material used / re-used.

4. ELIGIBILITY CRITERIA

4.1 A professional agency with an annual turnover of **Rs.8.00 crore (USD /Euro as per official exchange rate of the Ministry of External Affairs, Govt. of India for the month of May 2017 or more** (during the last financial year i.e. 2016-17).

4.2 Previous experience of handling work of similar nature, i.e. of conceptualizing, designing and construction of Pavilions at international fairs and exhibitions.

4.3 Preference will be given to the agencies having previous experience of having designed / constructed pavilions for other countries.

5. SPECIFICATION AND REQUIREMENTS

5.1 The India Pavilion at World Travel Market (WTM) will have 45-50 individual booths of 4 sq. mtr. each for the participants and 7-8 larger booths ranging from 12 sq. mtr. to 40 sq. mtr. for State Governments/Union Territory administrations participating in the Pavilion. This may vary depending on the registrations received.

5.2 The India Pavilion at International Tourism Bourse (ITB) will have 50-55 individual booths of 4 sq. mtr. each for the participants and 8-10 larger booths ranging from 12 sq. mtr. to 40 sq. mtr. for State Governments /Union Territory Administrations participating in the Pavilion. This may vary depending on the registration received.

5.3 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.**

5.4 The Pavilions should showcase modern India, along with elements of the country’s heritage architecture and luxury which are the USPs of Indian tourism and effective ‘Incredible India’ branding.

5.5 There should be a dedicated activity area for cultural performances, yoga, sari tying and mehendi demonstrations etc.

5.6 **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 loops of promotional films.**

5.7 There should be easy accessibility to and within the Pavilion and visible with double sided signages for all participants/ co-exhibitors in the Pavilion.

5.8 **The Pavilion should have:**

- Prominent and visible signage for the India Pavilion.
- Visible and prominently located Reception area with Information Counters.
- A VIP lounge comfortable enough to hold press interviews, meetings.
- Individual storage place for all participants/co-exhibitors as well as a separate larger, covered storage area with properly visible company name.
- Designated areas for activities such as mehendi 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.
- Visible fascia for all co-participants.
- Greenery/Plants to be placed within the Pavilion.

5.9 Optimum use is to be made of the first / mezzanine floor, where permissible, in keeping with the overall theme and décor of the Pavilion.

5.10 The Pavilion should be erected on a raised platform of 2 inches and all images displayed will be back lit in the form of Translites.

5.11 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 co-participants in the Pavilion. This may change depending on the registrations received.

5.12 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.

6. **PRE-BID MEETING:**

A pre- bid meeting to clarify queries regarding the tender will be held in the Ministry of Tourism, Govt. of India, Transport Bhawan, 1 Parliament Street, New Delhi **at 1500 hrs. on 17th July 2017.** Any person interested in submitting bids may come for the pre-bid meeting. A record of discussion held during the pre-bid meeting will be posted on the website of the Ministry **on 19 July 2017.**

7. GUIDELINES FOR SUBMITTING TENDERS:

7.1. The tender for construction of the India Pavilion at WTM and ITB should be submitted in separate covers as per following:

7.2 **Cover-I** : Superscribed “ WTM and ITB - Technical Bid”.

To include the following documents/details:

(i) **Details of the Tenderer / Bidder**

- Profile of the Agency / Company.
- Details of Technical Manpower and Staff available in-house.
- Track record - details of involvement in similar events, with copies of relevant work orders in support of the details furnished. Experience of setting up Pavilions/ Booths/Stands at International Fairs / Exhibitions/Events as well as at International Tourism related Fairs / Exhibitions Events **during the last three years** may be highlighted with supporting documents. Special mention may be made of Pavilions / Stands designed and constructed in areas of 500 sq. mtr and above.
- Specific experience relating to the particular event (i.e. WTM and ITB), if any, with copies of relevant work orders in support of details furnished.
- All bidders should submit a self-undertaking that they have never been blacklisted by any Government of India Ministry/ Department/ Authority/ Organisation/ Agency.
- Chartered Accountant statement, indicating turnover of the company during the last financial year i.e. 2016-17. (only Chartered Accountant Statement will be acceptable as supporting document)
- Copy of Income Tax Returns submitted for the last three financial years and PAN (or Income Tax Account Number as may be applicable).

(ii) The Concept/ Design of the India Pavilion with detailed layout, decoration plan, etc. **in hard copy as well as on CD**

(iii) EMD (Earnest Money Deposit) for **₹ 10,00,000/- (Rupee Ten Lakh only)** (@ **2% for estimated cost of Rs. 5.00 crore for 2 fairs for 1 year**), in the form of Demand Draft drawn in favour of the Pay & Accounts Officer, Ministry of Tourism, New Delhi. EMD will be returned to the unsuccessful tenderers at the earliest after expiry of the final tender validity and latest on or before the 30th day after the award of the work contract.

The EMD **must** be submitted with the Technical Bid and **not** with the Financial Bid.

7.3 **Cover – 2:** Superscribed “WTM, and ITB - Financial Bid”

To include the financial bids separately for WTM and ITB Pavilions containing the following documents / details:

(i) A Financial Bid, duly dated and clearly indicating the cost against each of the following components, separately for WTM 2017 and ITB 2018.

- (a) Construction, maintenance & dismantling of the pavilion.
- (b) Decoration and Display within the pavilion.
- (c) Transportation of material if any to the site and back.
- (d) Expenditure on any other activities/ components including those listed in the scope of work (these may be specified).
- (e) Total per event (exclusive of taxes)
- (f) Per sq. mtr. cost per event (exclusive of taxes)
- (g) Taxes as applicable
- (h) Total per event (inclusive of taxes)
- (i) Grand total cost for all 2 events (exclusive of taxes)
- (j) Grand total cost for all 2 events (inclusive of taxes)

(ii) The financial bids will be evaluated on the basis of total cost exclusive of taxes.

(iii) 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 May 2017. In this case, the financial bid should be quoted both in the currency in which the bid has been formulated and in INR as per the MEA exchange rate.

Some official MEA exchange rates for the month of May 2017 are as under:

Foreign Currency	INR May 2017
1 US Dollar	65.1000
1 Pound Sterling	82.0300
1 Euro	69.4900
1 Swiss Franc	0.0154
1 Polish Zloty	0.0613

To view the official currency exchange rates of MEA for the month of May 2017, bidders may see enclosure.

(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.

7.4 The two sealed covers, superscribed '**WTM and ITB - TECHNICAL BID**' and '**WTM and ITB - FINANCIAL BID**' in Covers I and II respectively should be put up in a separate cover superscribed '**TECHNICAL AND FINANCIAL BID for WTM and ITB**' with the details of the company e.i. Full Name, Postal Address, Fax, E-mail, Telephone number of the Tenderer on the bottom left corner of the cover and submitted to the **Assistant Director General (OM), Room No.117, Transport Bhawan, Parliament Street, New Delhi – 110001 on or before 7th August 1500 hrs. of 2017.**

7.5 All the documents submitted by the agencies should be signed 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.

7.6 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 **1530 hrs. on 07th August 2017** 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, on the basis of presentations to be made by the eligible tenderers/agencies before the said Committee in the Ministry of Tourism. The date, time and venue of the presentations will be conveyed to the eligible agencies who could submit their bids in time.

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

S.No.	Component	Marks
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(i)	Experience of setting up Pavilions/ Booths/ Stands at International Fairs / Exhibitions / Events during last three years	5 marks
(ii)	Experience of setting up Pavilions/ Booths/ Stands at International Tourism related Fairs / Exhibitions / Events during last three years	5 marks
(iii)	Previous experience of having designed /constructed pavilions for other countries	10 marks
(iv)	Awards received for Pavilions / Booths / Stands at events in (i) and (ii) above.	5 marks
(v)	Concept & Design of Pavilion	30 marks
(vi)	Effective Utilisation of Space including the first / mezzanine floor	5 marks
(vii)	Effective Branding in the Pavilion	5 marks
(viii)	Innovative ideas and other attractions in the Pavilion	5 Marks
	Total	70 Marks

8.3 Whereas, Technical Evaluation will carry a weightage of 70 marks, financial bids will carry weightage of 30 marks. The agencies scoring 70 per cent marks (49 marks) or above in 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 (49 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 650sq.mtr. for the India Pavilion at WTM 2017 and space of 710sq.mtr. for the India Pavilion at ITB 2018. However, in the event of any change in the space booked for the India Pavilion at any of the 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:

- (i) Payment of 40% 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 Overseas India Tourism office of the Ministry of Tourism, Government of India.
- (ii) Payment of 40% 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 Overseas Office of the Ministry of Tourism, Government of India on completion of the Travel Mart, dismantling the pavilion and clearing of the site.
- (iii) Payment of balance 20% of the value of the contract will be made by electronic transfer as per the Bank details received from the successful bidder, after completion of the event and receipt of certification from the concerned Overseas Office of the Ministry of Tourism that work was carried out satisfactorily and 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 **The Ministry of Tourism, Government of India reserves the right to terminate the Contract in a shorter period than the one specified in this Tender Document, by giving notice of not less than 30 days prior to termination.**
- 10.4 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.**
- 10.5 **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 Before awarding the contract the selected Agency (ies) will have to deposit 5% of the tendered amount for two events as **Security Deposit / Performance Guarantee** in the form of Account Payee Demand Draft / Bank Guarantee from a commercial bank in an acceptable form. The Demand Draft / Bank Guarantee should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service providers. The Security Deposit/Bank Guarantee will be released after satisfactory completion of the contractual obligation on part of the agency.

- 10.7 **Validity of Tender:** Tender shall remain valid for acceptance for a period of one year from the date of opening of Tender/or till the end of the event for which the tenders were called for, whichever is earlier
- 10.8 **Insurance:** Insurance, including transit insurance will be arranged by the service provider.
- 10.9 **Liquidated Damages:** In the event of service provider's failure to complete the work within the specified time, 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 10 % of the contract price for every day's delay. Besides, if the execution is delayed, the Ministry may take action to debar the agency from participation infurther tenders and/or blacklist the agency
- 10.10 **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.
- 10.11 **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.
- 10.12 **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.

10.13 **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 Secretary, Department of Legal Affairs ('Law Secretary') 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.

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

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