

Tender Documents for

GLOBAL INVESTORS MEET 2019

CHENNAI, TAMILNADU

INDIA.

REQUEST FOR PROPOSAL - RFP

Construction of Government of Tamil Nadu Pavilion in the Exhibition to be conducted during Global Investors Meet 2019 on January 23rd and 24th at Chennai Trade Centre, Nandambakkam, Chennai.

1. Earnest Money Deposit (EMD):

Demand Draft of **Rs. 50,000.00** (Rupees Fifty Thousand only) to be drawn on any nationalized Bank in India in favour of **Tamilnadu Industrial Guidance and Export Promotion Bureau (GIM) payable at Chennai** and enclosed with RFP as EMD. RFP without EMD will be treated as invalid.

Each Applicant has to compulsorily submit Hard copy of its proposal to Exhibition Committee in the tender box provided at SIPCOT Head office, Egmore, Chennai 600 008

2. Objective

- 2.1** The purpose of the RFP is to invite interested and qualified Applicants to submit Proposals to construct the Pavilion and interior decorations on behalf of Government of Tamil Nadu during the Global Investors Meet.

Scope of Work and other terms and conditions are mentioned in clause 5.

- 2.2** In this context, the RFP has been designed to invite Proposals from Applicants with:
- (a) Adequate experience in providing services mentioned in the scope of work hereunder as per the details mentioned in the qualification criteria;
 - (b) a strong financial background;
 - (c) Adequate resources (including staff) to provide the Services;

(d) the ability to construct and design Pavilion with stalls which will project the achievements of the Government of Tamil Nadu in a positive manner.

2.3 In the RFP, each Applicant is invited to submit compulsorily hard copy of the Proposal (in English Language) for the Construction and designing of Government Pavilion.

Appendix-B

In submitting the Proposal, each Applicant will have to establish that he satisfies the Criteria and the Requirements.

2.4 Each Applicant should seek to provide satisfactory evidence in its Proposal of its financial standing and of its ability to construct and designing the pavilion.

3.Communication

3.1 A pre-submission meeting for discussions, clarifications, information, etc required by the applicants with respect to the content of this RFP and the scope of work is scheduled on **25.10.2018** at 11.00 hrs at the Office at below mentioned address.

SIPCOT Head Office, CHENNAI,

19 A, Rukmani Lakshmi pathi Road, Egmore, Chennai 600008,

3.2 Exhibition Committee will, respond to the queries or provide additional information reasonably requested by Applicants at any time with respect to the contents of the RFP. Such queries should be addressed in writing or by e-mail/ fax to:

RFP - GIM Government Pavilion

Managing Director, SIPCOT, Exhibition Committee, Global Investors Meet 2019,
19 A, Rukmani Lakshmi pathi Road, Egmore, Chennai 600008

Phone : 044 28554787

Fax : 044 28553746

Exhibition Committee will attempt to respond to queries in an expeditious manner as possible and in such a form as Exhibition Committee considers appropriate. Exhibition Committee reserves the right to make its response to any query from any Applicant available to all Applicants without revealing the identity of the initial enquiring party.

- 3.3. Exhibition Committee may not be able to provide responses and/or additional information to all queries and it shall definitely not be able to do so if such requests are sent less than five (5) business days before the due date for receipt of Proposals as set out in the Timetable.

4. Time Table / Schedule for Selection Procedure

4.1.

1.	Announcement of RFP in national dailies	08.10.2018
2.	Duration for making RFP available	10.10.2018 to 13.11.2018 upto 05.00 PM
3.	Pre-submission Meeting	25.10.2018 @ 11.00 AM
4.	Last date of the Submission of RFP Document	14.11.2018 @ 03.00 PM
5.	Opening of RFP Document	14.11.2018 @ 03.30 PM
6.	Validity of RFP	120 days

The document would have to be downloaded from the website www.tenders.tn.gov.in, www.tngim.com and www.sipcot.com free of cost during the above period or as may be amended by the Exhibition Committee.

- 4.2 Exhibition Committee reserves the right to revise the above schedule / time table as may be required and it would be intimated on the website.

- 4.3. If any of the dates happen to be declared as public / Government holiday the business/working would be carried out on the next working day

5. SCOPE OF WORK

- 5.1 Interested agency would have to take up all activities on turnkey basis as are required for Construction of Pavilion and stalls.
- i. Developing the Strategy for Constructing the Government of Tamilnadu Pavilion should synchronise with the Theme INVESTORS PARADISE for the GLOBAL INVESTORS MEET.
 - ii. Necessary conceptualizing, designing, planning, execution and related activities for the proposed Pavilion with stalls (minimum 10 Nos.) at the venue and the time frame before and after Exhibition as under:
 - (a).Completion of Construction of Pavilion and stalls (minimum 10 Nos.) before 8 PM on January 22nd of 2019.
 - (b). Dismantling and clearing of the materials from the site would be done after completion of Exhibition in consultation with authorities.
 - iii. Preparation of Pavilion with stalls (minimum 10 Nos.) to be done for a Net area of **400 Sq.m.** (Approx.)
 - iv. Necessary Ambience based on the theme including , general lighting, murals, potted plants and plantation, floral decoration, flags etc., to be done.
 - v. Necessary name plates with LED, provision and functioning of AV Equipment, Sound Systems, seating arrangements, decoration, etc., to be done.
 - vi. Provision and managing of necessary, first aid counter, VIP cabin, information booths, registration counters, help desk, announcement centers, etc
 - vii. Regular upkeep of the complete area of the exhibition during the exhibition days including but not limited to making provisions for cleaning through necessary personnel, machines and consumables.

- viii. Provision of necessary personnel and manpower for necessary services during the exhibition.
 - ix. Take necessary registration under Labour Contract Act, and other statutory acts as may be necessary
 - x. Take necessary Insurance for the exhibitions, plants, machinery, equipment, damages to lives, etc.
 - xi. Exhibitors and visitors surveys, collect feedback and preparation of the reports based on the same.
- 5.2 Chairman of the Exhibition Committee reserves the right to amend the scope of work of the services at any time prior to execution of any agreement with the successful applicant.
- 5.3 To oversee the progress and monitor the implementation of work as per the decided timeline there could be an independent agency/committee appointed/nominated by Government, which could be a Government Organization/ academic institution / private organization / consisting representatives of above type of organizations. This would be informed subsequently.

6. Qualifying Criteria and Background

- 6.1 Interested applicants **in individual or joint capacity** should have carried out minimum of 5 (five) trade fairs or exhibitions as Pavilion designers in India and/or abroad, with one of them should be at least above **400 sq. m. for any similar exhibition held alongside a summit organised by any CENTRAL / STATE Government in India in the last 3 years.**
- 6.2 The applicant should have minimum of **5 years** experience in designing and setting up of Pavilions.
- 6.3 Applicants may submit the proposal in individual capacity.

- 6.4 The minimum annual turnover for the applicant **in individual** in **any one of the last five financial years in equivalent type of work should be Rs.1.00 Crore** (Rupees One Crore only).

7.Submission of Documents and Selection Procedure

- 7.1 Each Applicant has to submit the proposal in the tender box provided at the SIPCOT Head Office, Egmore, Chennai 600 008
- 7.2 Each Applicant must also submit the hard copy of its proposal in separate sealed envelopes as under
- i. An Envelope containing draft for EMD for **Rs.50,000.00** (Rs. Fifty Thousand only) to be drawn on any nationalized Bank in India in favour of Tamilnadu Industrial Guidance and Export Promotion Bureau (GIM) payable at **Chennai**. **Two cover system shall be adopted.** The first cover shall contain the "Technical Proposal" and the Bid Security/EMD. The second cover shall contain the Financial Proposal. Both technical as well as Financial proposal shall be contain relevant details and duly signed. The completed proposals in separate sealed covers shall be submitted in a common sealed cover. The name and address of the applicants should be indicated legibly on the front page. All the covers shall be sealed and superscribed properly and the common cover containing the Technical Proposal and Financial Proposal shall be addressed to the **Exhibition Committee, Global Investors Meet 2019, SIPCOT Head office, 19-A, Rukmani Lakshmipathy Road, Egmore, Chennai-8** and dropped in the tender box available in SIPCOT Head office, Egmore, Chennai-8. The Cover-I containing the Technical Proposal will be opened on the date and time stipulated above. The Cover-II containing the Financial Proposal of the Contractors/Companies whose credentials are decided as having satisfied the qualification/eligibility criteria as per RFP will

be followed strictly and will be opened in another day. The date and time scheduled for opening of Financial Proposal will be intimated to the applicants at later date, for those who qualify in Technical Proposal.

- ii. The RFP cover should be sealed in an envelope marked as **“RFP for To develop the strategy, Construction of Pavilion and Providing interior decorations etc., on behalf of Government of Tamilnadu during the Global Investors Meet 2019.”**

The RFP proposals without EMD are subject to rejection.

7.3 Loose papers/Spiral bound booklet shall not be accepted. Hard bound copy only shall be accepted. Further each page of the proposal should be serially numbered.

7.4 The proposal should reach sufficiently before the stipulated time and date.

(14.11.2018 @ 03.00 PM)

7.5 If **14.11.2018 @ 03:00 PM** happens to be holiday/ non-working day at GIM, it would be extended to the next working day. Time remains the same.

Each applicant must attach all applicable documents in support of its Proposal in accordance with the requirements set out in clause 6 of the RFP as well as any other relevant materials, photographs and/or attachments. Exhibition Committee may issue supplementary requests for information which, once issued, will form part of the RFP. Exhibition Committee may also ask any Applicant for such further information, guarantees and/or documents as deemed necessary in connection with any Proposal at any time and any such further information, guarantee and/or document may be used at any point in the Selection Procedure by Exhibition Committee to evaluate a Proposal.

7.6 Exhibition Committee would not be responsible for any delays occurred during the transit of the initial proposal to reach by the stipulated time and date as mentioned in the timetable for submission of the proposal.

- 7.7 The cost for the preparation and submission of the proposal to reach Exhibition Committee would be borne by the applicant and shall not be reimbursed. Further, the cost towards the presentation to the committee, to and fro travel, etc shall also be borne by the applicant.
- 7.8 Each Proposal, once submitted, constitutes a binding and irrevocable offer to provide the Services on the terms set out in the Proposal (or as amended by Exhibition Committee), which offer cannot be amended or withdrawn after its date of submission.
- 7.9 Exhibition Committee is not obliged to accept or consider any Proposal in full or in part and may reject any Proposal, responses or submissions.
- 7.10 Exhibition Committee reserves the right to appoint the Applicant whose Proposal (in the absolute discretion of Exhibition Committee) most successfully conforms to the Criteria and the Requirements in accordance with the terms and conditions described in the RFP or to make alternative arrangements for the provision of the Services, including (without limitation) issuing a revised or different RFP or providing the Services itself.
- 7.11 Exhibition Committee shall conduct the Selection Procedure in accordance with the Time table set out. Each Applicant is and shall be required to comply fully with the applicable deadlines in the Timetable as well as such other deadlines as are imposed by Exhibition Committee throughout the Selection Procedure (unless otherwise approved by Exhibition Committee on a case-by-case basis).

The Selection Procedure shall consist of:

- (a) a technical evaluation of Proposals to find responsiveness of each Applicants by examining suitability, experience and qualifications, including (without limitation) its compliance with the Criteria as well as the organisational structure and infrastructure proposed by the Applicant to provide the Services.

Responsive Applicants may be required to make a presentation to the Exhibition Committee to evaluate the suitability of the applicant.

- (b) a financial evaluation of each Proposal examining Applicant's ability to secure or offer the best possible services in developing the strategy, constructing and maintaining the Pavilions during the exhibition.
- (c) Financial Proposal of the Technically Qualified applicants alone will be opened in the presence of the Technically Qualified applicants or their authorised representatives who choose to be present.
- (d) If the applicant withdraws his Proposals after the acceptance of the Financial Proposal or fails to pay the requisite Security Deposit amount within the time specified in the bid acceptance order the Earnest Money Deposit produced with the Technical Proposal will be forfeited.

The Exhibition committee may at its discretion reject such proposals not conforming to the expectations or meeting the requirements.

7.12 Submission of Financial Proposal

The applicant would have to submit the financial proposal in the prescribed format in the form FIN:1 annexed to this document.

7.13 Comparison of Price Proposals

After the evaluation of all the Proposals received, the eligible applicant will be intimated.

The evaluation will be QCBS (Quality Cost Based System) Evaluation.

The Committee will select the agency by giving **60% weightage on the Quality of Concept and Design** presented before it and **40% weightage to the Financial proposal.**

Proposal Evaluation

Composite Evaluation of Score for Agencies

The Technical Score obtained and the Financial Score obtained would be multiplied (in percentage) with the weightage (in percentage) to arrive at Composite Evaluation Score for each bid. The respective weightage for the Composite Technical Score and the Composite Financial Score are set out in the table below:

No.	Description of Parameters for composite evaluation score
1	(A) Composite Technical Score - 60%- Weightage (minimum 40% should be scored for qualification)
2	(B) Composite Financial Score- 40%- Weightage

Technical Score would be calculated based on the following parameter:

- Experience in creative, promotional work – **15%**
- Strength and spread of work carried out - **15%**
- Sample designs presented /submitted – **15%**
- Team Composition & Experience of Key Professionals - **15%**

The Financial Score would be calculated as follows:

$$\text{Score calculation (B)} = \frac{\text{*(Price quoted by lowest agency)}}{\text{(Price quoted by an agency)}}$$

The Composite final score by agency = A + B

The evaluation of proposals shall be on the principle of **Quality Cum Cost Based Selection (QCBS)** based on the final weighted score. The assignment shall be awarded to the bidder scoring the highest final weighted score as decided by Exhibition committee.

7.14 Any discussions and/or negotiations with Applicants following submission of the Proposals of shortlisted applicants, shall be conducted before the Committee by the applicant in person.

- 7.15 Exhibition Committee may, for any reason and at any time during the Selection Procedure, request any Applicant to supply further information and/or documentation. Each Applicant shall supply such further information and/or documentation requested by Exhibition Committee within three (3) working days after receipt of a written request for that information and/or documentation (or such other period of time determined by Exhibition Committee). Any and all costs and/or expenses associated with the provision of the additional information and/or documentation shall be borne by the Applicant.
- 7.16 After careful consideration and thorough examination of the Proposals / Presentations, Exhibition Committee shall select the Successful Applicant whose Proposal most closely satisfies the Criteria and the Requirements. Exhibition Committee reserves the right to make the appointment of the Successful Applicant subject to such further terms and conditions as it considers appropriate in relation to the RFP process and/or the provision of the Services. Exhibition Committee shall not be obliged to give any reason(s) for the selection and/or rejection of any Proposal or any part thereof.
- 7.17 Exhibition Committee reserves the right, at any time and in its absolute discretion, to accept or reject Proposals (or to permit any Applicant to resubmit its Proposal in the event that such Proposal fails to meet any or all of the Criteria and/or the Requirements), to pursue negotiations with any number of Applicants, to withdraw from negotiations with any Applicant at any time and to suspend, discontinue, modify and/or terminate the RFP process at any time. The appointment of the Successful Applicant is subject to the conclusion of an Agreement between Exhibition Committee and the Successful Applicant governing all rights and obligations related to the Services. The Agreement shall be prepared by Exhibition Committee to include such terms and conditions commonly included in agreements of such nature, together with any other

terms and conditions which are required by Exhibition Committee (whether arising from the specifications of the Proposal of the Successful Applicant or otherwise).

8.Special Condition for Submission of RFP Document

- 8.1 The agreement should be signed by the successful applicant within 7 days from the date of the acceptance of the offer by the Selection Committee
- 8.2 **Successful applicant shall have to provide 3 different types of layouts for the Pavilion and stalls of the exhibition.** Further, the successful applicant shall execute the work as per the layout approved by Exhibition Committee and shall not, without the written sanction of Exhibition Committee, make any deviation in the approved layout, details, specifications, etc.
- 8.3 Exhibition Committee shall communicate all changes, decisions, etc. in writing in as short time as possible.
- 8.4 The successful applicant shall not assign sub-let or transfer their interest in this agreement without written consent of Exhibition Committee, including outsourcing of the particular task.
- 8.5 All applicants shall submit a soft copy of the presentation to Exhibition Committee.
- 8.6 The successful applicant has to submit hard and soft copy of all drawings and specifications in a soft version as specified by Exhibition Committee. Any deviation from the specifications as indicated by the applicant/consultant shall be liable for deductions from the value of item of work.
- 8.7 Copies of Drawing, plans and specification shall remain with Exhibition Committee, irrespective of whether the work for which they are made has been executed or not.

- 8.8 If the Event Contractor fails to deliver required work as per agreed schedule or quality, Exhibition Committee can appoint other Agencies, Contractors and actual payment made to these agencies shall be deducted.
- 8.9 The scope is likely to vary. Depending upon the requirements the successful applicant shall attempt to accommodate all such changes without prejudice to the condition of this contract and within time frame. In case of increase or decrease in area of the structures, no rate revision shall be considered.
- 8.10 Taking into account the prevailing market rates. This clause shall be read along with clause 9.9
- 8.11 The successful applicant shall have to do liaison, arrange for and bear the cost of arranging Fire Fighters, utilities, etc through concern authorities, utility providers, etc. Charges towards obtaining temporary electric power, line charges, consumption charges and related expenses for exhibition would be borne by the successful applicant. Further, the successful applicant would ensure that the work of electrical installations is carried out by approved "A" Class Government Contractor registered with State / Central Public Works Department
- 8.12 Cost of all the works necessary to carry out for successful organization of exhibition including but not limited to deploying necessary manpower, equipment, facilities, structures, services etc., shall have to be carried out by the successful applicant.
- 8.13 Successful Applicant shall be responsible for housekeeping of the Government of Tamilnadu Pavilion and stalls including any other facility or event provided by any other agency appointed by Exhibition Committee.
- 8.14 Where explicit specifications are not available the work may have to be executed as per the instruction of Exhibition Committee. Additionally Exhibition Committee may appoint third party Consultant to monitor the work. The instructions by such Consultant shall be binding to the successful applicant.

- 8.15 The successful applicant shall arrange and make liaison with Chennai Trade Centre / Exhibition Organiser for power supply. Also it shall provide for generator back-up for the Event for critical functions and services.
- 8.16 If there is any ambiguity or contradictory found/observed in the RFP document between technical proposal and financial proposal, the bidder shall bring it to the notice of the Exhibition Committee / Third party Consultant appointed by the Exhibition Committee during the pre-submission meeting.
- 8.17 Selected applicant or its partner will not execute any other works / events/ pavilions / exhibitions other than the agreed works/events / pavilions / exhibitions within the venue or during the period atleast 30 days before the inauguration of the event without the knowledge of Exhibition Committee, as the full deployment of the resources is envisaged for successful organizing of the mentioned exhibition.
- 8.18 Quality and finishing of all structures will be reviewed after final execution of work. Any deviations or non compliance from approved designs are bound for deductions.
- 8.19 Stipulated time frame for completion of necessary structures is to be implemented. In case of any deviations a penalty will be imposed upon as per the directions of Exhibition Committee members/ Consultants.
- 8.20 Necessary arrangements for fabrication yard, godowns, and storage space for required installation works will be managed by the successful applicant at no additional cost within or outside the venue.
- 8.21 Stipulated requirements indicated/mentioned in this RFP related especially to personnel, and assets are to be complied. Noncompliance with such conditions/non-compliance to project schedules resulting into delays of works/ inferior quality of execution of works/non-compliance to any services can lead to penalty as finalized by the Exhibition Committee for the project.

8.22 Terms of Payment

- (i) On completion of the entire work and certified by the Exhibition Committee for successful completion of the work - 90% of executed value of work.
- (ii) On completion of exhibition and as per the direction of Exhibition Committee and clearing the materials from the site - 5% of executed value of work.
- (iii) After 60 days from the completion
of exhibition } - 5% of executed value of work.

9. General Conditions for submission of RFP Document

9.1 STAFF AND LABOUR

A reasonable proportion of the applicant's superintending staff shall have a working knowledge of TAMIL language, or the successful applicant shall have sufficient competent interpreters available on Site during all working hours. The work should be executed through the technical persons having requisite knowledge of the electrical, mechanical, fire, HVAC, civil, etc. installations

9.2 MEASURES AGAINST INSECT AND PEST NUISANCE

"The Applicant shall at all times take the necessary precautions to protect all staff and labour employed on the Site from insect and pest nuisance, and to reduce the dangers to health and the general nuisance occasioned by die same. The applicant shall provide his staff and labour with suitable prophylactics for the prevention of malaria and take steps to prevent the formation of stagnant pools of water. The applicant shall comply with all the regulations of the local health authorities and shall arrange to spray thoroughly with approved insecticide all buildings erected on the Site. Such treatment shall be carried out at least once or as instructed by such authorities". The applicant shall install repellent at site as required.

9.3 EPIDEMICS

In the event of any outbreak of illness of an epidemic nature, the applicant shall comply with and carry out such regulations, orders and requirements as may necessary and issued by the Government, or the local medical or sanitary authorities, for the purpose of dealing with and overcoming the same

9.4 ALCOHOLIC LIQUOR OR DRUGS

The applicant shall not, impart, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation., sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

9.5 ARMS AND AMMUNITION

The applicant shall not have, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

9.6 RIGHT TO VARY

Exhibition Committee may have to make any variation of the form, quality or quantity of the works relating to any item of a component according to site conditions or any part thereof that may, in its opinion, be necessary and for that purpose, or if for any other reason it shall, in its opinion, be appropriate, it shall have the authority to instruct the Applicant to do and the applicant shall do any of the following:

Execute additional work of any kind necessary for the completion of the works, or Change any specified sequence or timing of construction of any part of the works.

9.7 VARIATIONS, MODIFICATIONS ETC.

If the additional or altered work includes any class of work for which no reference is made in the schedule contract, then such class of work shall be carried out at the market rate. The detail cost break up shall be provided by the applicant for such items. Exhibition Committee will decide the rate based on rate analysis to be submitted by applicant.

If it is not possible to arrive at the rate from above, such class of work shall be carried out at the rate decided by the competent authorities on the basis of detailed rate analysis after hearing the applicant before Exhibition Committee stationed at the same place or the nearest place, as may be appointed by Exhibition Committee.

Applicant shall not execute the extra/additional work without prior written approval of the Exhibition Committee /Advisors/Consultant/Committee Member of the Event. Any extra item if executed must have written consent of the concerned decision maker and to be submitted with detail cost analysis.

The applicant shall keep all the joint records of measurement duly signed by the Employer/Professional Advisor/Committee Member with proper justification as and when require. No extra cost or rate shall be considered if applicant is unable to justify the extra or additional work. If required the measurements shall be supported by Total Station Survey. The contractor shall provide CD of Video recording of the entire event under the applicant's scope work to the SIPCOT and Consultant.

FORCE MAJEURE

Force Majeure shall mean such an Event or Circumstance or combination of Events and Circumstances which are beyond the reasonable control of the Affected Party and which the affected party could not have prevented by Good Industry Practice or by the exercise of reasonable skills and care for the purpose of discharging its obligations under the Contract. The Force Majeure will tend to have material adverse effect on the performance of- such affected party.

Following shall be the events and circumstances of Force Majeure:

Act of War (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, revolution, riots, insurrection, civil commotion, act of terrorism, or sabotage. The expropriation or Compulsory acquisition or seizure of the assets of The Agency by any Governmental Instrumentality, provided that this clause shall not apply where such Act constitutes a remedy or sanction lawfully exercised as a result of a breach by the Agency of any Indian law or Indian Directive but excluding any change in law.

Act of God epidemic, lightning earthquake, cyclone, whirlwind, flood, tempest, storm, drought, lack of water or other unusual or extreme adverse weather or environmental conditions, action of the elements, meteorites, fire or explosion to the extent generated from the source external to the Agency or his assets due to reasons other than, those caused by negligence of the Parties, chemical or radioactive contamination or ionizing radiation.

Procedure for Calling Force Majeure: The affected party shall notify to the other party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 24 hours (Twenty Four hours) after the Affected Party knew, or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Contract.

The notice shall include full particulars of the nature of Force Majeure event, the effect it is likely to have on the Affected Party's performance of its obligations and the measures which the Affected Party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event and restore the performance of its obligations. When the affected Party is able to resume performance of its obligations under this Contract, it shall promptly give the other party written notice

to that effect provided that in no event shall the suspension of performance be of greater scope and of longer duration than is necessitated by Force Majeure.

The rights and obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure. Exhibition Committee shall not be liable to make any payments to the Agency for it being affected on account of Force Majeure. Exhibition Committee reserves the right to terminate the contract if the Force Majeure continues for more than 15 (Fifteen) days at a stretch.

9.8 ASSIGNMENT

The Applicant will not be entitled to sub-contract any part of his obligation to any third party without prior approval of the Exhibition Committee.

9.9 LIQUIDATED DAMAGES

a) The completion period of the entire work shall be as per the dates specified for the Event; this shall be deemed to be the essence of the contract. The time limit specified above and as approved in writing by Exhibition Committee, shall be strictly adhered to and followed. Liquidated Damages will be applicable, on the entire value of the contract. In case of delay in completion of a specific job beyond the date of completion given by the Applicant and accepted by Exhibition Committee, unless extended by Exhibition Committee in writing, penalty would be applicable at the rate of **25%** of the decided value for delay of each day taken by the Applicant, subject to maximum of **50%** of the contract value.

b) In case of delay to deliver the work within stipulated program, Exhibition Committee reserves the right to terminate the contract and get all the jobs or the delayed job completed through another agency of its choice. Any extra loss that Exhibition Committee will have to incur for completion of the balance job/s through another agency will be recovered from the initial contracting

agency's account, Security deposit. Moreover, Exhibition Committee shall be entitled to all other legal proceedings as may be required for shortfalls in recovery.

DEMAND DRAFT AS SECURITY DEPOSIT

After the RFP of the Applicant is accepted, the Applicant shall furnish Security Deposit in the form of D.D. in favour of Tamilnadu Industrial Guidance and Export Promotion Bureau (GIM) payable at Chennai towards their commitment to accomplish the work and also towards the commitment for amount to be paid to SIPCOT.

The amount of Security Deposit shall be **2%** of the value of RFP the minus EMD already paid will be refunded after 06 months of the completion of the exhibition.

The rates offered shall be inclusive of all taxes as applicable including any variation during contract period and any agreed extension of time. No claim in respect of variation taxes in future shall be entertained.

Rates shall also be inclusive of all incidental charges and charges for taking all Insurance Policies, such as CAR Policy, Workmen's Compensation, Third Party Liability, Transport Policy, etc.

10. Legal Provisions

In participating in the RFP process, responding to the RFP and/or submitting a Proposal, each Applicant accepts and agrees to be bound by and to comply with the terms of the RFP generally, including (without limitation) the following terms and conditions (which apply in each case equally to all Applicants):

- 10.1 Nothing in the RFP or in any communication made by Exhibition Committee and officers, employees, representatives, agents and/or advisers shall constitute an offer of a contract or a binding contract between Exhibition Committee and any Applicant, nor shall it be taken as constituting any representation that rights will be granted in accordance with the RFP and/or the Selection Procedure.
- 10.2 Exhibition Committee reserves the right, at any time during the Selection Procedure, to change any aspect of the RFP, to issue any separate amendment or addendum to the RFP (which will become part of the RFP upon issue) or to issue an amended RFP in place of the RFP, to refuse to consider any Applicants or to withdraw the RFP.

Appendix – A : Definitions

"Agreement" Means the long-form written agreement to be entered into between Exhibition Committee and the Successful Applicant governing the provision by the Successful Applicant of the Services in respect of the Opening Ceremony.

"Applicant" Means any party which is considering whether or not to submit or which submits from time to time a Proposal in response to the RFP.

"Assignment" means providing services mentioned in the scope of work and/or any other agreed services in the contract /agreement related to organizing of Exhibition for the durations .

"Confidential Information" Means any and all aspects of the RFP, the Selection Procedure, the Event, the Opening Ceremony and/or the business and/or affairs of the Exhibition Committee which is or which comes into an Applicant's possession (except where such information is generally available to the public).

"Pavilion Designer" means the agency is for constructing the position for the exhibitions in India and Abroad and has carried out activities such as conceptualizing, strategy formulation, planning, designing and construction of pavilion and stalls and activities mentioned in the scope of work of the RFP document.

"Proposal" Means all documents and information submitted by an Applicant supporting its bid to provide the Services to Exhibition Committee, as required under the RFP.

"RFP" Means this Request for Proposals, including all of its appendices and as amended, supplemented or replaced from time to time.

"Requirements" Means the guidelines, directions, requirements, instructions and requests of Exhibition Committee issued to any Applicant with respect to the Selection Procedure and/or the Services from time to time.

"Selection Procedure" Means the entire procedure conducted by Exhibition Committee to select and appoint the Successful Applicant for the provision of the Services pursuant to the RFP process and the subsequent negotiation, finalisation and execution of the Agreement.

"Successful Applicant" Means the Applicant selected by Exhibition Committee to provide the Services pursuant to the Selection Procedure.

"Timetable" Means the timetable for the Selection Procedure as set out.

Appendix – B: Proforma

Format for Submission of Technical Proposals and Financial Proposal

Information		Format of submission
Technical Proposal Submission Letter	:	Format F1
<u>Company details</u>		
1.General Information	:	Form-C1
2.Overall organization structure	:	Form-C2
3.Documented quality policy, ISO etc.	:	Form-C3
4.Documented Environment Policy, ISO etc.	:	Form-C4
5.List of important Events done in last three years and work on hand.	:	Form-C5
6.Service tax (attach true copy)	:	Form-C6
7.Audited financial statements(attach true copy)	:	Form-C7
8.History of litigation	:	Form- C 8
9.Other financial data	:	Form-C9
<u>Event specific data</u>		
1.Proposed methodology	:	Form-P1

2.List of manpower to be deployed	:	Form-P2
3.List of Assets to be deployed	:	Form-P3
4.Proposed Joint Venture details	:	Form-P4
Financial Proposal Submission Format		FIN 1

F-1 : Technical Proposal Submission Letter *

To: [Location, Date]

Exhibition Committee,
Global Investors Meet 2019,
SIPCOT Head office,
19 A, Rukmani Lakshmi pathy Road, Egmore
Chennai – 600 008.

Dear Sirs,

We / I, the undersigned, offer to provide the services **to Exhibition Committee in accordance** with Guidelines mentioned in the RFP document

We / I are/am hereby submitting our Proposal, which includes the Technical Proposal, and the Financial Proposal sealed in a separate envelope.

The enclosed technical proposal includes the authorization document in the name of the Authorised Signatory and Consent letters from Consortium Members, in Original (*this is to be written if RFP is submitted as consortium otherwise strike out*).

We confirm that we are qualified as per the Qualification Criteria specified in your document. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it would lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate without any alteration in subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment from the date of issue of letter of award.

Thanking You,

Yours Sincerely,

Authorized Signature [*In full and initials*]: _____ Name

and Title of Signatory: Name of Firm: _____

Address: _____

Form-C1: General Information

All individual firms and each partner of a joint venture are requested to complete the information in this form. Nationally information should be provided for all owners or applicants that are partnerships or individually owned firms.

1	Name of firm :
2	Type of firm: Proprietary/ Partnership/ Pvt. Ltd./Public Ltd/NGO
3	Head office address: Whether Owned or Rented? :
4	Local office address (if any): Whether Owned or Rented? :

	Attach approved plan of the office and ownership/possession deed	
5	Mobile:	Contact:
6	Landline:	Contact:
7	Facsimile:	Telex:
8	E-mail:	
9	Main lines of business:	
	1.	Since:
	2.	Since:
	3.	Since:
	4.	Since:

Non-disclosure or wrong information/non-acceptance any shall result the disqualification of the firm.

Change of the name of company or firm shall be supported by legal resolution as per applicable norms.

Form-C2: Overall Organization Structure

Provide:

- 1.0 Overall organization chart of the company showing position of Managing Directors and HO organization
- 2.0 Give list of employees: technical and non-technical
- 3.0 Give list of sister-concerns, if any.

Form-C- 3: Documented quality policy, ISO etc.

Please provide here with or attach documented quality policy of the company, any ISO or similar certifications, awards etc.

Form-C- 4: Documented Environment Policy, ISO etc.

Please provide here with or attach documented environmental policy of the company, any ISO or similar certifications, awards related to environmental concerns etc.

Form-C- 5: List of Trade Fairs and Exhibitions as Pavilion developers

Please finish information about minimum of 5 trade fairs / exhibitions as Pavilion developers with one of them should be at least 400 sq.m

Sr. No.	Name of Trade Fair/ Exhibition	Area of Pavilion Constructed (Sq. mt.)	Architect/ Engineer responsible for supervision	Location and description of event	Value of contract	Value of completed and certified
1	2	3	4	5	6	7
1						
2						
3						
4						
5						

6						
7						
8						
9						
10						

NOTES:

- 1) Each of the listed events shall be supported with the copy of event brochure, photographs of the pavilion designed and constructed etc.
- 2) Attested satisfactory completion certificate from the employer indicating the scope of work and magnitude of work.
- 3) Copy of certified bill and detail of receipt of payments shall be attached.
- 4) Time duration/venue/contents/name of agencies participated in the event/photographic documentation shall be submitted by concerned agency.
- 5) Non disclosures of any information in the schedule will result in disqualification of the firm.

Form-C-6: Service Tax

Attach true copy of last three years service tax returns details

Form-C7 : Audited Financial Statements

Attach true copy

Event Specific Data

Pre-Exhibition Period Approach

[Write-up on how Applicant conceives and visualizes the approach for marketing, designing, and other services during the pre-exhibition period]

Form-C8 : History of Litigation

Application should provide information on any history of litigation or arbitration resulting from contracts in last five year or currently under execution.

Year	Award for / or Against applicant.	Name of Client, cause of Litigation and matter of dispute.	Disputed amount in Rupees.

NOTE

If the information to be furnished in this schedule will not be given and come to the subsequently will result in disqualification of the bidder.

Form-C-9: Other Financial Data

Name of Applicant or partner of a joint venture:

Applicants, including each partner of a joint venture, should provide financial information to demonstrate that they meet the requirements. Each applicant or partner of a joint venture must fill in this form. If necessary, use separate sheets to provide complete banker information. A copy each of the audited balance sheet for the last two years should be attached.

Name of banker:			
Address of banker:			
Telephone:		Contact Name:	
Facsimile:		Title	

Summarize actual assets and liabilities in INR for the previous three years.

Financial information in INR	Last three years		
	2015-2016	2016-2017	2017-2018
1. Total assets			
2. Current assets			
3. Total liabilities			
4. Current liabilities			
5. Profits before taxes			
6. Profit after taxes			
7. Depreciation			
8. Net worth			
9. Annual turnover			

Specify proposed sources of credit line to meet the cash flow demands of the Construction of Pavilion. I

Source of credit line	Amount in Rs.
1.	
2.	
3.	

Attach audited financial statements for the last two years (for the individual applicant and / or each partner of a joint venture).

Firms owned by individuals, and partnerships, may submit their balance sheets certified by a registered accountant, and supported by copies of tax returns.

Attach Certificate(s) issued by any Bank or Financial Institution for available credit to the Lead partner and joint venture partner.

Form-P1 : Proposed Methodology and Schedule

Provide a short note on proposed methodology of construction of pavilion, activities to be carried out, Designing of pavilion, etc.

Schedule and BAR charts for undertaking the proposed work should be provided.

Model Pavilion Design Approach

[Write-up on how Applicant conceives and visualizes the Construction of pavilion planning, designing, and other services during the model]

During Exhibition Period Approach

In a separate sheet(s), the Applicant would describe its approach, capabilities and completed projects for exhibition}

Post Exhibition Period Approach

The approach for taking up of feedback and report generation. Post event write ups, summaries, outcomes, etc. should be provided in separate sheet(s).

Form-P2 : Proposed List of Manpower to be Deployed

Give here list of technical manpower with names, qualification and other details to be deployed on site and HQ for the Event.

Sr. No	Name of person	Event Designation	Company designation

Please attach CV of key Technical persons and Safety personnel

Form-P-3: Proposed Joint Venture Details

A copy of the joint venture agreement must be attached to **Form-P4**. In case the joint venture agreement is not acceptable to Exhibition Committee, the joint venture may be requested to modify the agreement accordingly. Failure to submit a modified Joint venture agreement within twenty-one days upon receipt by the applicant of the request for modification will disqualify the applicant for further consideration.

Joint Venture conditions would be as per the clause # 6 “**Qualifying Criteria and Background**”

Names of partner of a joint venture		Financial stake of a firm (In percentage)
	Name of firm	
1. Lead partner		
2. Partner		

Other financial data to be also provided in form C-12

Total value of annual turnover, in terms of work billed to clients.

Annual turnover data for the last three years			
Partner	2015-2016	2016-2017	2017-2018
1. Lead partner			
2. Partner			
Total			

Form-P4 : Proposed Joint Venture Details (Continued)

Enclosure to be attached with Joint Venture Agreement

Name and address of JV	Role and Responsibilities (Specify in details)	Financial stake in percentage

SIGNED ON BEHALF OF:

(Name of Lead Partner)

(Name of Joint Venture Consortium Member)

CONSTITUTED ATTORNEY

CONSTITUTED ATTORNEY

FIN-1 : Financial Proposal Submission Format *

To:

[Location, Date]

Exhibition Committee,
Global Investors Meet 2019,
SIPCOT Head office,
19 A, Rukmani Lakshmipathy Road, Egmore
Chennai – 600 008.

Dear Sir,

We / I, the undersigned, offer to provide the **services to Exhibition Committee for the exhibition to be organized as part of GIM TAMILNADU: 2019** and in accordance with Guidelines mentioned in the RFP document and our Proposal in response to it.

Our quotation will be Rs.<< in amount>> (Rs.<< in Words only>>) for the net area of 400 sq.m. The rate quoted should be inclusive of all duties and taxes.

We understand you are not bound to accept any Proposal you receive.

Thanking You,

Yours Sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

* Financial proposal Submission Form should be on the company official letter head.