

इन्दिरा गाँधी राष्ट्रीय कला केन्द्र INDIRA GANDHI NATIONAL CENTRE FOR THE ARTS

# IGNCA

Established under the aegis of

Ministry of Culture, Government of India

# REQUEST FOR PROPOSAL

FOR SELECTION OF CONTRACTOR

FOR ENGINEERING PROCUREMENT AND CONSTRUCTION (EPC) OF THE INDIA PAVILION

## AT WORLD EXPO 2025, OSAKA (April 13th- October 13th, 2025)

No.9/IGNCA/WorldExpo2025

August 2024

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Disclaimer		4
Section 1: Letter of Invitation		5
Objectives		5
Continue 2. In standards and a Diddard		6
	r	
<u> </u>		
	RFP Documents	
	formance Guarantee	
	ormance Guarantee	
"Bid for selection of contractor		
	dia Pavilion at World Expo 2025, Osaka"	11
· · · ·		
, , , , ,		
	nent	
5		
Section 3: Terms of Reference		
-		
		-
Consideration		
Deliverables and Timelines		22
Deliverables and Timelines Facilities provided by Client		22 22
Deliverables and Timelines Facilities provided by Client Mobilization Advance		
Deliverables and Timelines Facilities provided by Client Mobilization Advance Technical Evaluation Parameter	S	
Deliverables and Timelines Facilities provided by Client Mobilization Advance Technical Evaluation Parameter Team Requirements	S	
Deliverables and Timelines Facilities provided by Client Mobilization Advance Technical Evaluation Parameter Team Requirements Qualitative Evaluation of Key Pe	s	
Deliverables and Timelines Facilities provided by Client Mobilization Advance Technical Evaluation Parameter Team Requirements Qualitative Evaluation of Key Pe Corrupt and Fraudulent Practice	s rsonnel s	
Deliverables and Timelines Facilities provided by Client Mobilization Advance Technical Evaluation Parameter Team Requirements Qualitative Evaluation of Key Pe Corrupt and Fraudulent Practice Form3A: Self-cert	s rsonnel s ification of operation for minimum eligibility	
Deliverables and Timelines Facilities provided by Client Mobilization Advance Technical Evaluation Parameter Team Requirements Qualitative Evaluation of Key Pe Corrupt and Fraudulent Practice Form3A: Self-cert and of not being	s rsonnel s ification of operation for minimum eligibility blacklisted	
Deliverables and Timelines Facilities provided by Client Mobilization Advance Technical Evaluation Parameter Team Requirements Qualitative Evaluation of Key Pe Corrupt and Fraudulent Practice Form3A: Self-cert and of not being Form3B: Format	s rrsonnel s ification of operation for minimum eligibility blacklisted for Cumulative Annual Turnover of the Bidder	
Deliverables and Timelines Facilities provided by Client Mobilization Advance Technical Evaluation Parameter Team Requirements Qualitative Evaluation of Key Pe Corrupt and Fraudulent Practice Form3A: Self-cert and of not being Form3B: Format Form3C: Format	s rsonnel s ification of operation for minimum eligibility blacklisted for Cumulative Annual Turnover of the Bidder for high lighting relevant experience	
Deliverables and Timelines Facilities provided by Client Mobilization Advance Technical Evaluation Parameter Team Requirements Qualitative Evaluation of Key Pe Corrupt and Fraudulent Practice Form3A: Self-cert and of not being Form3B: Format j Form3C: Format j	ss rsonnel s ification of operation for minimum eligibility blacklisted for Cumulative Annual Turnover of the Bidder for high lighting relevant experience esolution	
Deliverables and Timelines Facilities provided by Client Mobilization Advance Technical Evaluation Parameter Team Requirements Qualitative Evaluation of Key Pe Corrupt and Fraudulent Practice Form3A: Self-cert and of not being Form3B: Format j Form3C: Format j Form3D: Board R Form3E: Integrity	ss rsonnels ification of operation for minimum eligibility blacklisted for Cumulative Annual Turnover of the Bidder for high lighting relevant experience esolution Pact	
Deliverables and Timelines Facilities provided by Client Mobilization Advance Technical Evaluation Parameter Team Requirements Qualitative Evaluation of Key Pe Corrupt and Fraudulent Practice Form3A: Self-cert and of not being Form3B: Format Form3B: Format Form3D: Board R Form3E: Integrity Form3F: Technico	s rsonnel s ification of operation for minimum eligibility blacklisted for Cumulative Annual Turnover of the Bidder for high lighting relevant experience esolution Pact I Proposal Submission Form	
Deliverables and Timelines Facilities provided by Client Mobilization Advance Technical Evaluation Parameter Team Requirements Qualitative Evaluation of Key Pe Corrupt and Fraudulent Practice Form3A: Self-cert and of not being Form3B: Format Form3B: Format Form3C: Format Form3D: Board R Form3F: Technice Form3G: Profile c	ss rsonnel s ification of operation for minimum eligibility blacklisted for Cumulative Annual Turnover of the Bidder for high lighting relevant experience solution Pact Pact I Proposal Submission Form	
Deliverables and Timelines Facilities provided by Client Mobilization Advance Technical Evaluation Parameter Team Requirements Qualitative Evaluation of Key Pe Corrupt and Fraudulent Practice Form3A: Self-cert and of not being Form3B: Format Form3B: Format Form3D: Board R Form3C: Technice Form3G: Profile of Form3G: Profile of	ss rsonnel s ification of operation for minimum eligibility blacklisted for Cumulative Annual Turnover of the Bidder for high lighting relevant experience esolution Pact Pact l Proposal Submission Form for CV of the professional staff proposed	22 22 23 25 26 26 28 31 32 33 33 33 33 34 38 40 41
Deliverables and Timelines Facilities provided by Client Mobilization Advance Technical Evaluation Parameter Team Requirements Qualitative Evaluation of Key Pe Corrupt and Fraudulent Practice Form3A: Self-cert and of not being Form3B: Format Form3C: Format Form3D: Board R Form3C: Integrity Form3G: Profile of Form3G: Profile of Form3H: Format Form3I: Work Pla	ss rsonnel s ification of operation for minimum eligibility blacklisted for Cumulative Annual Turnover of the Bidder for high lighting relevant experience solution Pact Pact I Proposal Submission Form	22 23 25 26 26 26 28 31 32 33 33 33 34 34 38 40 40 41 42

DISCLAIMER

- 1. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP and this Document should neither be construed as an agreement nor an offer by IGNCA.
- 2. IGNCA does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP and it is not possible for IGNCA to considerparticular needs of each party who reads or uses this RFP. This RFP includesstatements which reflect various assumptions and assessments arrived at by IGNCA in relation to the statement of work to be performed by the selected Bidder. Such assumptions, assessments and statements do not purport to contain all the informationthat Bidders may require. Each Bidder should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP and obtains independent advice from appropriate sources.
- **3.** IGNCA will not have any liability to any Bidder or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitutionor unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP or anymatter deemed to form part of this RFP, the Award of the Assignment, the information and any other information supplied by or on behalf of IGNCA or their employees or Agency or otherwise arising in any way from the Selection Process pursuant to this RFP. IGNCA will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any person upon any statements contained in this RFP.
- **4.** IGNCA will not be responsible for any delay in receiving the proposals. This RFP does not imply that IGNCA is bound to select any Bidder for the scope of work described hereinand IGNCA reserves the right to accept/reject any or all of proposals submitted in response to RFP at any stage without assigning any reasons whatsoever. IGNCA also reserves the right to withhold or withdraw the bid process at any stage.
- **5.** The information provided hereunder is not exhaustive and should not be regarded as a complete or authoritative statement of law. IGNCA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- 6. IGNCA reserves the right to change/ modify/ amend/ cancel any or all provisions of this RFP. Such revisions to the RFP / amended RFP will be made available at the CPPP portal, as applicable.

# SECTION 1: LETTER OF INVITATION

## Background

On behalf of ITPO (India Trade Promotion Organization), Ministry of Culture has nominated IGNCA as nodal authority, to act as Project Development and Management Agency (PDMA), in setting up India Pavilionat World Expo, 2025 scheduled to be held from 13<sup>th</sup> April 2025 to 13<sup>th</sup> October 2025 at Osaka, Japan.

It is pertinent to mention that the ITPO, established under the aegis of Department of Commerce, Ministry of Commerce and Industry, Government of India, provides a wide spectrum of services to trade and industry and acts as a catalyst for growth of India's trade and commerce. ITPO is committed to showcase excellenceachieved by the country in diverse fields, especially trade and commerce. Its mission is to promote, facilitate, encourage, and coordinate various activities and programme to enhance India's share of exports.

The Indira Gandhi National Centre for the Arts (IGNCA) is envisioned as an institution dedicated to the study and exploration of various art forms. It emphasizes on the interconnectedness of different art forms within the broader context of human culture, society, and nature. In recognition of the importance of preserving India's diverse art and culture, the IGNCA serves as a valuable resource centre for various art forms, including written, oral, and visual materials. Main aims and objectives of IGNCA is to conduct research on the arts and humanities, to publish reference works, glossaries, dictionaries and encyclopedia and to provide a forum for dialogue through performances, exhibitions, multi-media projections, conferences, seminars and workshops on traditional and contemporary Indian arts.

The theme of World Expo 2025, Osaka is "Designing Future Society for Our Lives," and sub-theme being "Saving Lives" "Empowering Lives" and Connecting Lives".

## **Objectives**

The RFP has been issued to select a Bidder as Engineering, Procurement and Construction (EPC) for Pavilion Design, build and maintenance **("Contractor")** to undertake activities related to India's participation in World Expo,OSAKA, as per the scope specifically elaborated in Section 5 of this RFP (the **"Assignment"**). The selection of the successful Bidder will be as per Quality and CostBased Selection (QCBS) process.

The RFP includes the following Documents:

Section 1: Letter of Invitation Section 2: Instructions to Bidder Section 3: Terms of Reference Section 4: Price Bid Standard Form/BOQ Template Section 5: Technical Proposal-Standard Forms

The RFP document, notices and any clarifications / corrigenda will be publishedonly on Central Public Procurement Portal (www.eprocure.gov.in), IGNCA and ITPO website for wide publicity.

#### SECTION 2: INSTRUCTIONS TO BIDDERS

# Introduction

IGNCA, New Delhi intends to select a Bidder as Engineering Procurement and Construction (EPC) Contractor for providing, inter alia, concept designsupport to IGNCA for setting up the India Pavilion at World Expo, OSAKA. IGNCA has been entrusted by The Ministry of Culture (MoC), Government of India to act as Pavilion Design and Management Agency (PDMA) tocoordinate activities related to India Pavilion at the World Expo in accordance with the method of selection specified in the "Data Sheet". In case Bidder possesses the requisite experience and capabilities required for undertaking the Assignment, it may participate in the bid as per DataSheet of the RFP (the "Bidder"). The term Bidder used herein would apply to a single entity or a consortium comprising not more than 3 entities. IT IS CLARIFIED THAT BIDDING AS A CONSORTIUM IS ALLOWED UNDER THE RFP. BIDDERS ARE PERMITTED TO PARTNER WITH CONSULTANTS/CONTRACTORS/COMPANIES/AGENCIES TO MEET THE QUALIFICATION CRITERIA UNDER THIS RFP. THE DETAILS OF SUCH ARRANGEMENT MUST BE SUBMITTED AS A PART OF THE BID. The Bidder is advised that the selection shall be on the basis of an evaluation by the committee(s) constituted by the Authority for this purpose, in accordance with the procedure specified in this RFP (the "Selection Process"). Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are final without any right of appeal whatsoever.

The Bidders are invited to submit **Technical and Financial Proposals** (collectively referred to as the **"Proposal"**), as specified in the clause 2.5, to deliver the services required for the Assignment. The Proposal will form the basis for awardof Assignment to the Successful Bidder as defined in Clause 2.7.1 of the RFP. The Bidder shall carry out the Assignment in accordance with the Terms of Reference provided in Section 5.0 of RFP (the "Terms of Reference" or "TOR").

The Bidder shall submit the Proposal in the form and manner specified in this RFP along with the Bid Security. The Proposal shall be submitted as per the forms given in relevant sections herewith. Any Conditional Bid and/or Bid not accompanied with Bid Security shall be considered as non-responsive & such bid will summarily be rejected.

## Acknowledgement by the Bidder

- (*i*) It shall be deemed that by submitting the Proposal, the Bidder has:
  - a) Made a complete and careful examination of the RFP;
  - *b*) Received all relevant information requested from the Authority by the Bidder;
  - *C)* Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority;

- *d)* Satisfied itself about all matters, things, and information, including matters herein above, necessary and required for submitting the proposal and performance of all of its obligations there under;
- e) Acknowledged that it does not have a Conflict of Interest; and
- f) Agreed to be bound by the undertaking provided by it as per prescribed formatand in terms thereof.
- (ii) The Authority and/ or its employees, agents, advisors and consultants shall not be liable for any omission, mistake, or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority and/ or its employees, agents, advisors and consultants.

**Number of Proposals:** No Bidder shall submit more than one Proposal. Also, a Bidder shall be a member of only one Consortium. If any Bidder is found to be a member in more than one Consortium, the bid submitted by both such Consortiums shall be summarily rejected.

**Cost of preparing the Proposal:** Bidders shall bear all costs associated with the preparation and submission of their Proposal, and their participation in the Selection Process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Authority, or any other costs incurred in connection with or relating to its Proposal. The Authority is not bound to accept any Proposal and reserves theright to annul the selection process at any time prior to issue of Letter of Intent, without thereby incurring any liability to the Bidders.

Authority requires that the Bidder hold Authority's interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of Authority and the Project.

It is the Authority's policy to require that the Bidders observe the highest standard of ethics during the Selection Process and execution of Assignment. In pursuance of this policy, the Authority:

- (*i*) will reject the Proposal for award if it determines that the Bidder has engaged incorrupt or fraudulent activities in competing the Assignment or any part thereof.
- (ii) will declare a Bidder ineligible, either indefinitely reforestation period of time, from being awarded any contract or assignment if it at any time determines thatthe Bidder has engaged in corrupt or fraudulent practices in competing in the tender process pursuant to the RFP or during the execution of the Assignment.

#### Right to reject any or all Proposals:

- (*i*) Notwithstanding anything contained in this RFP, the Authority reserves the rightto accept or reject any Proposal and to annul the Selection Process and rejectall Proposals, at any time without any liability or any obligation whatsoever, and without assigning any reasons thereof.
- (ii) Without prejudice to the generality of above, the Authority reserves the right to reject any Proposal if:

- a) At any time, a material misrepresentation is made or discovered or
- b) The Bidder does not provide, within the time specified by the Authority, thesupplemental information sought by the Authority for evaluation of the Proposal.

*C)* Such misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified/rejected, then the Authority reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

## Consortium:

- (i) The Bidder can be a single entity or a Consortium of not more than three entities. The consortium may take theform of joint venture ("JV").
- (ii) The relevant members of the Consortium shall enter into a legally binding agreement for the purpose of submitting a Proposal ("JV Agreement). The JV Agreement to be submitted along with the Proposal, shall, inter alia.

(a) Set out a clear outline/ brief description of the proposed roles and responsibilities of the individual members; and

(b) Include a statement to the effect that all members of the consortium shall be liable jointly and severally for all obligations in relation to the RFP until the date the Agreement is signed.

- (iii) Themembers in aconsortium cannominate in writing any one member as lead partner ("LEAD PARTNER")
- *(iv)* Only the Lead Partner of the Consortium can submit the Proposal.
- (V) Sum of average of turnover of all the members/partners of the Consortium will be taken in to account for eligibility criteria.
- (VI) Sum of Net worth of all the members/partners of the Consortium will be taken in to account for eligibility criteria.
- (VII) The Bidder/Lead Partner should have a registered office in India. However, it is mandatory to have a Japanese Consultancy Firm onboard within 10 working days of receipt of "Letter of Intent". The agreement to this effect must be obtained and presented along with the Letter of Acceptance.
- (VIII) "Letter of Award" will be issued after such arrangement is arrived between the Successful Bidder and a Japanese Consultancy Firm. In case of delay in such arrangement, the competent authority may give extension of time to do the needful.
- *(iX)* The Lead Partner should be authorized to incur liabilities and to receive instructions for and on behalf of the consortium.
- (X) No change in the composition of the Consortium will be permitted by IGNCAIduring the term of the Agreement without its express written approval.

## **Clarification and amendment of RFP Documents**

Bidders may seek clarification on this RFP Document, before the date as provided in the Data Sheet of the RFP. Any request for clarification mustbe sent by standard electronic means (PDF and/or word file) to the address as provided in the Data Sheet. The Authority will endeavor to respond to the queries prior to the Proposal Due Date.

At any time before the submission of Proposals, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Documents by an amendment. In order to afford the Bidders a reasonable time for taking an amendment into account, or forany other reason, the Authority may at its discretion extend the Proposal Due Date.

#### Earnest Money Deposit and Performance Guarantee

An Earnest Money Deposit **("EMD"**) should in the form of demand draft issued from any of the scheduled commercial bank or RTGS / NEFT and should be validfor a period of 90 days from the date on which the Bid Validity expires (see DataSheet), in favor of-

#### Director (Administration),

Indira Gandhi National Centre for Arts,

Ministry of Culture, Janpath Building,

Janpath, New Delhi, 1100070

EMD must be payable at New Delhi, for the sum as provided in the **Data Sheet** shall berequired to be submitted by each Bidder.

The Demand Draft in original shall be placed in an envelope and marked as — "EMD for SELECTION OF CONTRACTOR FOR ENGINEERING PROCUREMENT AND CONSTRUCTION (EPC) OF THE INDIA PAVILION AT WORLD EXPO 2025, OSAKA" and not to be opened except in the presence of Authority or an evaluation committee constituted by IGNCA. Proposals received without the specified EMD will be summarily rejected.

Authority will not be liable to pay any interest on EMD. EMD shall be refunded after submission of Performance Guarantee in case of selected bidder. In respect to the other bidders, it shall be refunded as given in the **Data** *Sheet*.

Authority will be entitled to forfeit and appropriate the EMD as loss and damage payable to Authority in regard to the RFP without prejudice to Authority's any other right or remedy under the following conditions:

- (*i*) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice as envisaged under this RFP (including the Standard Form of Contract); or
- (ii) If any Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time; or
- (iii) In case of Successful Bidder, if the Successful Bidder fails to accept the Agreement or fails to provide the Performance Guarantee within specified timelimit, or
- *(iV)* If the Bidder commits any breach of terms of this RFP or is found to have madea false representation to Authority.

**Performance Guarantee:** A Performance Guarantee equivalent to the amount indicated in the data sheet shall be furnished by the Successful Bidder before entering into the Agreement with Authority in the form of a Bank Guarantee as per format specified in the RFP. The Performance Guarantee shall be returned after the completion of the project. The Successful Bidder shall be required to submit the Performance Guarantee with validity and claim period complying to above mentioned timelines.

Any entity which has been barred by the Central Government, as the case maybe, from participating in any project or tender and the bar subsists as on Proposal Due Date, would not be eligible to submit a Proposal.

## Qualification to submit bid-

The bid received from a bidder shall be considered as a valid bid in the following cases :

- a) Bidder is a going concern i.e., not insolvent, bankrupt, under receivership, under legal proceeding for similar disruptions etc
- b) The bidder, their affiliates, or subsidiaries including subcontractors or Contractors for any part of the Contract are not stand declared ineligible/ blacklisted/ banned/ debarred by any Government Agency, for participating in its Bids.

- c) The bidder, their proprietor of the firm, its employee, partner or representative, directors and officers have not been convicted of offences involving moral turpitude in business dealings under any applicable laws, within a period of three years preceding the commencement of the Tender Process
- d) None of bidder having conflict of interest with other bidders or with relevant executives of Procuring Entity, which substantially affects fair competition, shall not be eligible to Bid in this tender.
- e) A Bidder should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicialauthority or a judicial pronouncement or arbitration award against the Bidder anymember of a consortium participating in this bid, nor been expelled from any project or agreement nor have had any agreement terminated for breach.
- *f)* Bidder is fulfilling all the additional eligibility criteria laid down in RFP.

## Intellectual Property Rights-

1. All Intellectual property rights of the provided / installed Art work will be vested with the IGNCA / Ministry of Culture, Government of India. The IGNCA / Ministry of Culture, Government of India will be free to utilise the art work in any form and agency or the artists will have no claim that includes the right of reproduction on the art work provided under this contract. There will be no responsibility of the IGNCA / Ministry of Culture, Government of India for any dispute in this regard.

2. The artistic work should be original and legally authenticated. The artist/ agency will be responsible for civil / criminal liabilities if the artwork is not found original and if there is no legal authenticity.

*3.* In case of bidder being agency, there will be no direct relationship between IGNCA and artists / craftsmen. The agreement for work will be between the agency and (not artists / craftsmen). The rights and liabilities of artists will be negotiated by agency with the artists / craftsmen. There will be no liability or responsibility of IGNCA in this regard.

4. The artist / agency should provide detailed explanation of the originality, relevance, significance and meaning of each artistic work.

5. The artist/agency will be responsible for the warrantee of the originality of the work. The artist/agency should ensure that provided artistic work is original and not the copy of any other artistic work.

6. The agency must protect the tribal rights, the community rights and indigenous artistic rights of the artists.

7. No name / signature / logo /credit of the artist / agency will be visible on the artistic work.

8. It should be ensured that integration of people and culture without any discrimination should be reflected in the artistic work and it may show the inclusiveness of integration of Indian culture.

 $9. \,$  The IGNCA will have the power to reject any art work at any stage which is against the national interest and national integrity etc.

10. The chain custody of the artistic work should be clear and transparent and IGNCA will not be held responsible for any dispute.

Language and Format:

Bidders are requested to submit their Proposal only in English language and metric units of measurement, and strictly in the formats provided in this RFP.

Inpreparing their Proposal, Bidders are expected to thoroughly examine the RFPDocument. The Authority will evaluate only those Proposals that are received in the specified forms and complete in all respects.

The technical proposal should provide the Documents as prescribed in Section 3of this RFP. No information related to financial proposal should be provided in the technical proposal.

Failure to comply with the requirements spelt out above shall lead to Authority being entitled to reject the Proposal. However, if any information related to financial proposal is included in the technical proposal the applicant shall be disqualified and his proposal will not be considered.

The Proposals must be signed by the Authorized Representative as detailed below:

*(i)* by a partner, in case of a partnership firm and/or a limited liability partnership;or

(ii) by a duly authorized person holding the Power of Attorney / authority througha certified Board Resolution, in case of a private company, a public company or a corporation.

Bidders should note the Proposal Due Date, as specified in the **data sheet** below, for submission of Proposals. Except as specifically provided in thisRFP, no supplementary material will be entertained by the Authority, and the evaluation will be carried out only on the basis of information received by Proposal Due Date as specified in the **data sheet**. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications in case the proposal lacks information on any aspect.

#### Bidders should use Three Envelop to submit the bids.

(a) Envelope-1 for Technical Proposal

(b) Envelope-2 for Financial proposal

(c) Master Envelop (Envelope-3): Both Envelopr-1 and 2 will be kept inside it.

This envelop should be sealed and signed.

#### Technical proposal (bid)

Hard copy shall also be submitted as well as with online submission on given portal/website. Technical bid will be clearly labeled as follows-

## "BID for SELECTION OF CONTRACTOR FOR ENGINEERING PROCUREMENT AND CONSTRUCTION (EPC) OF THE INDIA PAVILION AT WORLD EXPO 2025, OSAKA"

(a) The Cover letter for bid addressed to:

Director (Administration), Indira Gandhi National Centre for Arts, Ministry of Culture, Janpath Building, Janpath, New Delhi, 1100070

The Technical Bid shall comprise of the following:

(a) Interest Free Earnest Money Deposit (EMD), in original in the form of a Demand Draft/ Bank Guarantee in favour of client payable at New Delhi, from a scheduled commercial Bank valid for 90 days from the date of submission of bid which should be placed in a separate sealed cover marked "E.M.D.", shall be submitted as mentioned in Bid document. In case of EMD is not found in envelop, the whole bid will be disqualified.

(b) Attested Copy of Power of Attorney (in favour of the Authorized Signatory of the Bidder) to submit Bid,

(c) An organization chart with assignment of key staff member (identified by name), duration & timing together with clear description of the responsibilities of each key staff member within the overall work program. The minimum level of supervision and qualification/experience of Site-staff

(e) The name, background and professional experience of key staff member to be assigned to the project, with particular reference to his experience of a nature similar to that of the proposed assignment. The majority of the key staff shall be regular employees of the firm for at least six months

(f) In the event the bidder is likely to sub-contract or appoint any sub-consultant for any areas of scope of work, the Bidder shall furnish details of agency/sub-contractor proposed to be hired for the specialized work.

(g) The general approach and methodology proposed for carrying out the services covered in the Scope of Work, including such detailed information as deemed relevant. Apart from above, the Contractor shall give details and numbers of equipment including their source, to be mobilized for the project with an assurance that equipment mobilized would be able to conduct work as per specifications in stipulated time schedule.

(h) A program implementation schedule with broad list of activities, timelines and milestones (Hard copy). A detailed overall work program and a bar chart indicating the duration and timing of all major activities, manpower deployment. Bar chart shall be made showing the activity to be performed for the project along with duration of each activity on a weekly basis.

(i) No information relating to financial terms of services should be included in the Technical Proposal.

## Financial proposal (bid)

While preparing the Financial Proposal, Bidders are expected to take intoaccount the various requirements and conditions stipulated in this RFP. The Financial Proposal should be a lump sum proposal inclusive of all the cost associated with the Assignment. While submitting the Financial Proposal, the Bidder shall ensure the following:

(i) All the costs associated with the Assignment shall be included in the FinancialProposal. These shall normally cover inter alia design, construction, usage of equipment/machineries, procurement, erection, material, quality compliances, testing, commissioning, maintenance including that of providing the loose furniture during the exhibition and finally dismantling the pavilion and handing over the land to requisi te agency in the form required, remuneration for all the personnel(expatriate and resident, in the field, office,

on site during maintenance period etc.), transportation at the site location, equipment, printing of documents, secondary and primary data collection, etc.

(ii) The total amount indicated in the FinancialProposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

(iii) Travel expenditure of the team members/workers/staff shall be borne by the client. The tickets will be paid as per actual. The Bidder will be provided air tickets during the term of assignment.

## A prior travel plan will be submitted to the Authority and will be subject to approval of competent authority.

The bidder will be paid a per diem of US \$500 per day for one senior nominated member and US \$300 per day per head for other members to cover lodging, boarding, local travel, food etc. (allinclusive) during the period of travel.

*(iv)* The bidder shall consider all cost related to the efforts for procurement of artifact and exhibit which are part of the concept. The bidder will bear the cost of the selection, procurement, transport, installation, dismantling removal and bringing the items back to India.

(V) However, if specific requirements of artifacts by the client is raised, the cost of the items/artifacts/ exhibits along with the transportation cost, will be paid separately as per actuals. Such items/artifacts/exhibits will be selected with mutual consent of client and the successful bidder. A due process will be adhered, to determine the cost of the product.

(VI) The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the Agreement or otherwise, leviesand other impositions applicable under the prevailing law. For the avoidance of doubt, it is clarified that all taxes, excluding GST, shall be deemed to be included in the cost shown under different items of Financial Proposal.

(VII) The Bidder shall be paid only GST over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as perapplicable laws.

- (VIII) The proposal should be submitted as per the Price Bid Standard Form/BOQ Template attached with RFP.
- *(ix)* Financial proposal shall comprise Final bid price for Work.
- (X) Escalation is not applicable to the contract.
- (XI) The bidder shall submit Self-attested copy PAN, GST, Trade license/Shop & Establishment Certificate
- (XII) Documents defining legal status of the firm (registration documents) must be submitted.
- (XIII) Bidders shall express the price of their services in Indian Rupees only.

# **Guidance to Bidder**

The Bidders are required to submit their Proposals electronically on the CPP Portal, using valid Class II or Class III digital signature certificates with signing keyusage ("**DSC**"). The instructions given below are meant to assist the Bidders on the CPP Portal, prepare their Proposals in accordance with the requirements and submit their Proposals online on the CPP Portal. Applications submitted by any other mode shall not be accepted

*Further information regarding submission of Proposals on the CPP Portal (definedbelow) may be obtained from:* 

https://eprocure.gov.in/eprocure/app

Due Date for submission:

a) The Application or its modifications must be submitted no later than the deadline mentioned in the Schedule of Selection Process, or any extension tothis deadline. The Authority will not accept any Proposal or its modification after the deadline.

b) Authority may, at its sole discretion, extend the Application Due Date by issuing a Corrigendum/Addendum uniformlyfor all Bidders.

*C)* No proposal shall be accepted after the closing time for submission of Proposals.

## Proposal Evaluation

#### Technical bid

After the deadline for submission of proposal, technical proposal shall be opened by the Evaluation Committee to evaluate whether the Bidders meet the prescribed Minimum Qualification Criteria. The Technical Proposal (Forms 3A-3J and Annexure D) submitted shall be checked to evaluate whether the Bidder meets the prescribed Minimum Qualification Criteria and Technical Evaluation Parameters. Financial Proposal shall not be opened until then.

The Financial Proposal will be opened of only the Bidder(s) found technically qualified as given in the Terms of Reference of the RFP.

After the Proposal submission until the issue of Letter of Acceptance, if any Bidderwishes to contact the Authority on any matter related to its proposal, it should doso in writing at the address for Proposal submission. Any effort by the Bidder to influence the Authority during the Proposal evaluation, Proposal comparison or grant of the Agreement decisions may result in the rejection of the Bidder's proposal.

## Responsiveness of Proposal

Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage asindicated below. The Authority may, in its sole discretion, reject any Proposal thatis not responsive hereunder. A Proposal will be considered responsive at each stage only if:

- a) Technical Proposal stage
- (*i*) The Technical Proposal is received in the form and manner specified in thisRFP;
- (ii) It does not contain any condition or qualification; and
- (iii) It is not non-responsive in terms hereof.
- *(iv)* The proposal qualified as per criteria specified for technical evaluation inSection 5 of this RFP.
- b) Financial Proposal stage
- (*i*) The Financial Proposal is received in the form and manner specified in thisRFP;
- (ii) It does not contain any condition or qualification; and
- (iii) It is not non-responsive in terms hereof.

The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal will be entertained by the Authority in respect of such Proposals. However, Authority reserves the right to seek clarifications or additional information from the Bidder during the valuation process. The Authority will subsequently examine and evaluate

Proposals inaccordance with the Selection Process detailed out below. In case a Bidder does not fulfil the criteria of any stage, the proposal of such a Bidder will not be evaluated further.

## Letter of Acceptance and Agreement

After selection as per Section 5 of the RFP, a Letter of Intent (LoI) will be issued by the Authority to the Successful Bidder (the "Successful Bidder") and the Successful Bidder shall, within 10 (Ten) days of the receipt shall sign and return the LoI to the Authority. The signed and returned LoI shall be called Letter of Acceptance (LoA). However, it is mandatory to have a Japanese Consultancy Firm onboard. The agreement to this effect must be obtained and presented along with the Letter of Acceptance. In the event, LoI duly signed by Successful Bidder is not received by the stipulated date, the Authority may, unless it consents to extension f time for submission thereof, appropriate the Earnest Money Deposit of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Successful Bidder to acknowledge the LoA, and the next highest-ranking Bidder may be considered.

The Successful Bidder shall within 10 days of issue of LoI submit a Performance Guarantee of amount the amount given in the Data Sheet. Upon receipt of Performance Guarantee the Letter of Award shall be issued.

Engaging a Japanese Consultancy Firm will be required and the arrangement must be arrived between the Successful Bidder and the Japanese Consultancy Firm before the "Letter of Award" is issued. In case such arrangement gets delayed, extension of time may be given after the approval of the competent authority.

Within 3 (three) days of the issue of Letter of Award, the Successful Biddershall enter into an agreement with IGNCA to govern the terms of the Assignment.

## Schedule of Selection Process

The Authority will endeavor to follow following schedule:-

S.No.	Activity	Date and Time
1.	Date of issue of RFP	9 <sup>th</sup> August 2024
2.	Query submission end date	12 <sup>th</sup> August 2024
3.	Pre bid meeting	14 <sup>th</sup> August 2024
3.	Proposal Submission end date	24 <sup>th</sup> August 2024
4.	Opening of Proposal	26 <sup>th</sup> August 2024
5.	Presentation by qualified bidders	To be intimated
6.	Opening of Financial Proposal	To be intimated to technically
		qualified bidders

# Data Sheet

Sr.No.	Description	Detail		
(1)	Name of work:	Selection of Contractor for En Construction of the India Pav	ngineering, Procurement and ilion at World Expo 2025, OSAKA	
(2)	Nodal Officer In-Charge	Director (Administration), Indira Gandhi National Centre Ministry of Culture, Janpath Building, Janpath, New Delhi, 1100070	for Arts,	
(3)	Tender fee	Rs.1,00,000/ Plus GST @18%	6	
(4)	Interest Free Earnest Money Deposit (EMD)	<ul> <li>SO Lakh</li> <li>Which shall be refunded after submission of Performance Guarantee by the Selected Bidder.</li> <li>In respect of the other Bidders, it shall be refunded in following stages:         <ol> <li>Bid for second and third highest bidders: After award of the work and receipt of the Performance Guarantee</li> <li>In case of other bidders within 15 days of the award of the Contract and receipt of performance Guarantee</li> </ol> </li> </ul>		
(5)	Interest Free Performance Guarantee	(Ten) 10% of the Bid Value		
(6)	Accepting Authority	Member Secretary, IGNCA		
(7)	Bid Validity Period	90 days from the date of opening of FinancialProposal.		
(8)	Defect Liability Period	6 month from completion of t dismantling is over)	he work (Including the time,	
(9)	Maintenance	During the whole Exhibition period		
(8)	Bank details	Name of the Beneficiary Name of the Bank Brach Address Account No. Type of Account IFSC Code	Indira Gandhi National Centre for the Arts Canara Bank SPL GOV BUS Branch, New Delhi- 110001 0143101008365 SB (Savings Bank) CNRB0003525	

(9)	Method of Selection	The Agency will be selected on Quality and Cost BasedSelection (QCBS)
(10)	Queries and Clarification	Bidders shall share the MS Word file in soft copy of pre-bid queries at the time of requesting clarifications. The address for requesting clarification is:
		Email: <u>igncaworldexpo.osaka@gmail.com</u>
		directoradmn.ignca@gmail.com
(11)	Currency of Financial Proposal	The Bidder to state cost in Indian Rupees only
(12)	Net Worth	The bidder should have a minimum net worth (Sum of all the members of consortium) of Rs. 20 Crores as on 31/3/2024 and a CA Certificate in the support of Net worth is to be furnished.
(13)	Turnover	Bidder should have at least 100 Cr average turnover in last 3 years. The turnover will be calculated as sum of average turnover of all the partners of the consortium and a CA Certificate in the support of Net worth is to be furnished.
(14)	PAN no.	Scanned copy of relevant documents
(15)	GST no.	Scanned copy of relevant documents
(16)	ESI & EPF registration	Scanned copy of relevant documents

# SECTION 3: TERMS OF REFERENCE

## Project Overview

**Introduction – World Expo, OSAKA:** World Expo 2025 is an upcoming World Expo organized and sanctioned by the Bureau International des Expositions (BIE), which will be held in Osaka, Japan. It will take place for six months during 2025, opening 13April 2025 and closing 13 October 2025. The theme of the World Expo, Osaka, Japan is "Designing Future Society for Our Lives" and sub-themes being "Saving Lives" "Empowering Lives" and "Connecting Lives".

The Government of India intends to have a strong, noticeable presence to showcase the rapid strides undertaken by it and its varied achievements, more so in the recent times, reflecting on its emergence as a major global player in designing the society of the future. It is proposed to create a world-class exhibition pavilion with grandeur and excellence, as an architectural icon complemented by modern facilities representing the spirit of this Expo. It is proposed to depict

both traditional and modern India in theIndia Pavilion and relate these to the theme and the subtheme while simultaneously demonstrating peaceful coexistence of nature and developments undertaken by mankind.

**Role of IGNCA:** Indira Gandhi National Centre for Arts (IGNCA) has been appointed as nodal agency by Ministry of Culture Govt. of India to act a Pavilion Design and Management Agency (PDMA) for setting up India Pavilion at World Expo, 2025 (13th Apr. 2025 to 13thOct. 2025) at Osaka Japan. Requisite approvals/NOC/Authorization will be provided by the client.

**Overall Objectives and Guiding Principles:** The India Pavilion will be a temporary structure which will be demolished after the completion of the Expo (six months). The project involves the design and construction of a pavilion representing India at an international event or exhibition in Osaka, Japan. The pavilion will show case Indian culture, heritage, and innovation, aiming to attract and engage visitors as per the theme of the exhibition.

The key principles guiding the pavilion development in enunciated as: -

## Iconic & Defining:

The structure should be iconic in design and represent the theme of World Expo 2025, Osaka, Japan i.e. "Designing Future Society for Our Lives," and Primary sub- theme being "Saving Lives" and secondary themes being "Empowering Lives" and "Connecting Lives" and the India Pavilion should, as far as possible be constructed with environmental friendly materials and technology and should represent the Indian commitment to reduce carbon print.

## Aspirational:

The pavilion should represent values and aspirations of New India, which is committed to the values of unified world driven by technology and ambitious to putits It may further symbolize the new developments like digital India, skilled India, fitIndia, etc. coupled with energy, dynamism, and transformational ethos.

## Implementable:

The area earmarked for the India Pavilion is Type X. Guidelines for Pavilion Modules (Type X) ( Abridged Version) is attached as **Annexure A.** The area of the Pavilion is approx. 1700 sqm. The pavilion is to be constructed in an area of around 900 sq. mtr. of which 80% will be used forthematic presentation and balance for commercial activities.

For further details, please visit <u>www.expo2025.or.jp</u>.

**1.** Building and Construction Regulations in Osaka, Japan

The bidder must follow the Organizers guidelines for Pavilion modules as has been issued by the organizers. In addition also require to take care local building by laws as if required. Building a pavilion in Osaka, Japan involves adhering to various local regulations and compliance requirements. A brief overview of the key compliance aspects to consider is given in **Annexure C**.



The assignment shall require coordination and facilitation to accommodate the requirements of various primary and secondary stakeholders involved with IGNCA. Tentatively, they may include Ministry of Culture, ITPO, Department of Commerce, Ministry of Commerce and Industry, Government of India, Ministry of External Affairs, Government of India; Embassy Office, Consulate Generalof India office at Japan, Expo Authorities at Osaka, Japan; Contracting, EventProduction and Event Management Agencies to be engaged by IGNCA etc.

Objectives

- To create an aesthetically appealing and functional pavilion that represents Indian culture as per theme approved by the client.
- To ensure the pavilion meets all local regulations and standards in Japan.
- To complete the project within the timeline

# Design Phase

#### Concept Design

• **Research & Analysis:** Understand the cultural, historical, and thematic elements of the pavilion and the client brief.

• *Initial Concepts:* Develop initial design concepts reflecting Indian heritage and the event's theme.

• *Client Approval:* Present concepts in terms of rendered 3D images and one final walkthrough to the client for feedback and approval.

#### Final Design

- o Detailed Design: Finalize all design aspects, including interior and exterior elements.
- **Permit Applications:** Prepare and submit documents for necessary permits and approvals in Japan.

#### Creatives and Content Design

- Experience Design to integrate concept with content
- Exhibit/artifact creation and Content development will be as per the concept design
- Audio Visual Content (40 hours per week content with minimum guarantee from 13<sup>th</sup> April 2025 to 13<sup>th</sup> October 2025 will be given from the client.)
- AR/VR and High-End Digital content (In case it is part of the concept)
- Other digital content creation like videos. Image stitching, hologram creations, animation etc
- Virtual and Extended Realty (VXR) work (applications, under interface, 3D elements etc)

## Construction Phase

#### **Pre-Construction Planning**

- **Project Scheduling:** Develop a detailed project schedule including milestones and deadlines.
- **Procurement and transport:** Based on approved drawings, BOQ and technical specifications, procure all the material, complete off site assembly/preparation and ship the material to the site in Japan.

#### Interior Work

- **Structural Work:** Build the structural framework according to the design specifications.
- o Interior Work: Complete interior installations, including exhibits, displays, and furnishings.
- **Exterior Work:** Install exterior elements such as facades, signage, and landscaping as per designs and specifications approved.

#### **Quality Control**

- o **Inspections:** Conduct regular inspections to ensure construction meets design and quality standards.
- **Testing:** Test all systems (e.g., electrical, plumbing) for functionality and safety.

#### Finalization

- Finishing Touches: Complete final finishing, painting, and detailing.
- **Client Walkthrough:** Conduct a walkthrough with the client to ensure satisfaction and address any issues.

#### Handover

- **Documentation:** Provide the client with all necessary documentation, including maintenance manuals and warranty information.
- **Training:** Offer training for any operational aspects of the pavilion.

#### Post-Construction Phase-

- *Maintenance and Support:* Provide support for any issues that arise during the event or exhibition to maintain smooth operations of all services.
- o Dismantling and handing over the site to organizers in requisite form

#### Deliverables

- Concept designs with 3D views and walkthroughs
- Artefacts and Exhibits
- AV and High-End Digital content along with Display Units/Panels
- Detailed technical drawings and specifications
- Construction schedule and budget
- Completed pavilion ready for the event
- Documentation and maintenance plan

#### Timeline

- Concept: 15 days
- Detail Design: 30 Days
- Construction Phase: 120 days
- Post-Construction: Till Dismantling

## Compliance

Ensure all designs and constructions comply with local Japanese regulations, standards, and codes

**Assignment Overview:** For the above-mentioned responsibilities, IGNCA intends to first engage a Contractor who shall design, build and maintain the full project for the Pavilion including elemental components which will compose the required façade and structural output as per the principles and objectives expressed above.

*Overall, the engagement of the Contractor is expected to remain till the completion of World Expo 2025, Osaka until execution monitoring and event operations. The Contractor is also expected to* 

conceptualize, ideate, design, execute and supervise the production and integration of exhibits, digital systems, and various contents for the Pavilion. Accordingly, the assignment has been structured in three broad components namely -

(*i*) **Part A** – Concept and Ideation of the basic theme of the Pavilion, Detail design based on the Concept and inputs received from client of the Pavilion. Exhibit creation and Content development will be as per the concept design.

(ii) **Part B** – Execution of the interior and exterior designs including content creation, all services, fit outs, loose furniture etc.

(iii) Part C- Technical Maintenance of the Pavilion

## **2.** Detail Scope of Work:

## Concept Creation:

a. Develop a comprehensive concept with experience design (Exterior and Interior) for the India Pavilion that highlights India's cultural, technological, and economic achievements.

b. Creating and/or procuring artefacts and exhibits

c. Creating and producing artistic content (High end digital content as per the concept and 40 Hours per month AV content)

d. Develop digital content along with necessary equipment/software/digital panels/video wall to create an immersive experience.

- e. Produce audio-visual materials that showcase India's advancements and cultural heritage.
- f. Produce theme-based music to enhance the pavilion's ambiance.

g. Design, procure, install and operate all IT and equipment enablers (software & hardware both) with system integration to run the operations and digital content as per the experience design approved.

## Design-

- a. Design the internal layout and exhibits to enhance visitor experience.
- b. Create detailed architectural designs for the pavilion.
- *c.* Ensure the design is innovative, sustainable, and reflective of India's heritage and future aspirations. *Fabrication and Installation:*
- a. Creating artefact and exhibits as per the concept
- b. Construct the pavilion as per the approved designs.
- c. Oversee the installation process to ensure quality and adherence to local guidelines and timelines.
- *d.* Ensure seamless integration of all elements to create a cohesive and engaging visitor experience. **Dismantling:**
- a. Plan and execute the dismantling of the pavilion post-event.

# Consideration

**Part A** – Concept and Ideation of the basic theme of the Pavilion, Experience design to integrate concept and content. Content design and creation, Detail Design and Tech specifications

Contractor is required to quote a Lumpsum fee towards the delivery and performance of services as required under Part A of scope of work. Minimum Guarantee of 40 hours per week content (from 13<sup>th</sup> April 2025 to 13<sup>th</sup> October 2025) will be given from the client.

Part B - Construction and Implementation of Design and Contents

The Bidder is required to quote as lump sum amount for the requirements of Part B of the Scope of Assignment and the financial proposal requirements mentioned in section above.

Part C- Technical Maintenance of Pavilion

The Bidder is required to quote as lump sum amount for the requirements, from the time the pavilion operations commence till dismantling work is over. Bidder may also require to impart training of various AV/IT/Other systems installed to client appointed event management firm's representatives to operate the systems.

In case, there is specific requirements of additional AV (above 40 hours per week requirement), digital panels or equipment, the contractor will be paid on pro rata basis. Such evaluation will be done with mutual consent. The approval for the same will be taken from the competent authority after following due process.

All the content, signages, information will be in English and Japanese languages.

**3.** Deliverables and Timelines: The Contractor will be engaged for the entire period till dismantling of the Pavilion. Thedeliverables and timelines expected from contractor has been accordinglyset out as below: -

S. No.	Deliverable(s)	Timeline
	PART A : Design and Drawings	
1	Stage 1: Concept Design Stage	15 days from the Commencement Date
2	Stage 2: Detailed Designs for execution	30 days from the Commencement Date
	<b>PART B</b> : Construction, Interiors works, Artifac	cts, exhibits, content
1	Stage 1: Completion of Interior Works	Within 120 days from the date ofacceptance of deliverables underPart A - Stage 2
2	Stage 2: Installation of exhibits, fit outs, loose furniture, IT, display and other equipment etc.	From the date of acceptance of deliverables under Part B - Stage 1up to Completion of World Expo,Osaka, as and when required
	Part C- Technical Maintenance of Par	vilion
1	Technical Maintenance of Pavilion	From the time the pavilion operations commence till dismantling work is over.

Upon successful completion of the term or depending upon the requirement the contract may be extended for further duration subject to approval by Authority.

# Facilities provided by Client

*i.* The Client will make available all expo documents including event related documents, appraisal reports, implementation plan, expo design guidelines etc.

*ii.* Availability of client officials / project resources for discussions and deliberations whenever needed.

*iii.* Client will provide seating space to the Pavilion Design & execution agency in the office of IGNCA (as and when required) on temporary basis. The Contractor will have to make its own arrangement for computer / laptop, printers & other IT support etc. to the resources deployed under this team.

	Deliverable(s)	Payment Schedu Total agreed am	Cumulative
Up	on submission of the work plan		
Apj	proval of Concept Design		
Apj	proval of Final Design	10 % of Fees	10%
Сог	mpletion of Ground Floor	15% of Fees	25%
Сог	mpletion of First Floor	15% of Fees	40%
	mpletion of landscape and all other external luding facade	25% of Fees	65%
	nibition period support first 3 onth (Payment after completion of first 3 months)	15%	80%
	nibition period support final 3 month Nfter completion of Expo )	15% ( To be adjusted against mobilization advance)	95%
Dis	mantling and closure of the project	5% of the fee	100%

*iV.* Client will arrange all approvals, work permit, export or transport of material

# Mobilization Advance

- (*i*) IGNCA based on the assessment of requirement may consider the releases of Mobilization Advance (Interest Free) up to 15% of the quoted fee against BG of same. The BG must be valid till December 2025 and BG should all be released immediately after completion of the work. The BG must be kept renewed from time to time to cover the amount .
- (ii) Recovery of mobilization advance shall be made by the deduction from the last bills commencing after 80percent of the fees is released.

*i.* The payment shall be made to the contractor by client subject to approval ofrequired deliverables and receipt of correct invoices in accordance with the paymentschedule (provided below) during the period, report on achievements made during the period, fulfillment of other terms and conditions (as applicable).

*ii.* Reimbursable expenses will be paid as per actual on monthly basis.

**Minimum Qualification Criteria:** As part of the evaluation, the Proposals submitted should fulfil the Minimum Qualification Criteria as given below. In case of a Consortium, the Minimum Qualification Criteria must be fulfilled by one or jointly by the members of the Consortium. In case a Bidder does not fulfil the Minimum

*Qualification Criteria, theProposal of such a Bidder will not be evaluated further. The criteria shall comprise following: -*

#### Technical

(b) The Bidder shall be a Company incorporated under the Indian Companies (Amendment) Act, 2019 or a partnership firm registered under the Limited LiabilityPartnership Act of 2008 in India. The Bidder should have a minimum of 10 years 'similar work experience for premium commercial or public spaces. Backup documents to be provided.

(C) The bidder must have delivered at least one high end commercial interior project of size worth more than 30 crore (excluding tax) in last 10 years.

(d) Bidder should submit an affidavit that the project shown under experience has not been executed on backto-back basis. Completion/provisional certificate to be submitted.

( $\epsilon$ ) List containing details of similar projects completed in last 10 Years. Completion certificates to be submitted.

(f) Bidder shall have one local sub consultant to support local operations in Japan.

(g) During the past 3 years, the Bidder should not have their bank guarantees been encashed in Central/State Government/Municipal body/Public sector undertaking Government project and where the encashed amounts have not been returned until the time of bidding, such Bidders are ineligible from bidding for the Project

(h) Bidders blacklisted in Central/ State Government or with any local municipal bodies will be disqualified from bidding. Contractor shall submit an undertaking for no such blacklisting in the last 7 years on stamp paper.

#### Financial

(a) Bidder must have filed Income tax returns of last three years (submit copies).

(b) Bidder shall have at least 100 Cr average turnover in last 3 years. The turnover will be calculated as sum of average turnover of all the partners of the consortium.

(c) In case of subsidiary as a bidder, consolidated turnover of parent and subsidiary can be considered only if the bidder is 100% subsidiary of the parent, else only subsidiary turnover will be considered eligible for this bid.

(d) Bidder shall not have any violation under any provisions of Central & State Labour laws/ Minimum wages/ ESIC & PF Regulations certified by CA.

(e) The Bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheets, duly audited and certified by the Chartered Accountant.

(f) The bidder should not be under liquidation, court receivership or similar proceedings.

(g) The bidder should have a minimum net worth (Sum of all the members of consortium) of Rs. 20 Crores as on 31/3/2024 and a CA Certificate in the support of Net worth is to be furnished.

In case a Bidder does not fulfil the criteria of any stage, the Proposal of such a Bidder will not be evaluated further.

#### Currency conversion rate and payment

For the purposes of technical evaluation of Bidders, Rs.84 (Rupees eighty-four) per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

All payments shallbe made in INR in accordance with the provisions of this RFP.

**Technical Evaluation Parameters** 

*i.* Proposals that fulfil the Minimum Qualification Criteria shall then be evaluated by the Evaluation Committee appointed by the Authority. The evaluation shallbe done based on the evaluation criteria and points/marks system presented in the table below. If required, the Authority may seek specific clarifications from any or all Bidders at this stage.

The Technical Proposal will be evaluated on the basis of the Bidder's Overall Concept of the Pavilion Exterior and Interior Design, relevant experience, key personnel being proposed, its understanding of TOR, proposed methodology and work plan.

**ii.** Proposal Presentations: The Authority shall invite each Bidder to make a presentation where in it is expected to show the concept for the Pavilion Exterior Design and the interior themes. An animated 3-D walk through of the concept will be highly appreciated. Bidder can present more than 1 Concept and Ideation themes to demonstrate capabilities. The ideas may be derived from the Annexure D, which carries indicators for design concept. A creative representation of the themes may be done basis these indicators. If need be, detail understanding on the expected narrative of the concept maybe arrived during the Pre-Bid meeting. However, successful bidder will have to closely work with the client and develop a final concept based on feedback from the client and other stakeholders and only finally approved concept will be detailed for design and implementation by the bidder. THE CAD FILES OF THE SITE WILL BE SENT WHEN DEMANDED. AN EMAIL TO THIS EFFECT MAY BE SENT BY THE AUTHORISED SIGNATORY OF THE CONSORTIUM. WE CAN ALSO SHARE RECENT PHOTOS OF THE SITE WHICH IS UNDERCONSTRUCTION AT A 23 INDIA PAVILION, UMESHIMA ISLAND JAPAN.

S. No.	Evaluation Parameter	Maximum Marks	Criteria formarking
1	Experience of the Bidder		
	Bidder should have completed assignments in Interior Design projects of eligibility criteria nature, in the last ten years with single project value of more than Rs. 30 Crores excluding taxes in each case.	15	5 marks to meet minimum criterion, additional 5 marks for each project qualifying specified criteria, subject to a maximum 15 marks
2	Company Turnover (Average turnover is 100 Cr)	20	10 marks to meet minimum criterion, additional 5 marks for each additional multiple, subject to a maximum 20 marks
3	Overall Concept, Ideation and Project Execution Methodology	35	
4	Consortium Team (Key Personnel)		
А	Project Lead	05	
В	Design and Content (Creative) Lead	05	
С	Chief Architect	04	

D	MEP Expert	04	
Е	Landscape Architect	04	
F	Museum Expert	04	
G	Sustainability Expert	04	

*iii.* Each evaluated Proposal will be given a technical score on the basis of the Bidder as detailed below. The maximum marks to be given under each of theevaluation criteria are:

## Team Requirements-

- *i.* The key Personnel are expected to have essential qualifications as required for the assignment and a minimum of 15 years of relevant experience in the field of expertise.
- *ii.* Any Key Personnel not meeting the mandatory requirements shall be awarded zero marks and will be disqualified for any further evaluation.
- iii. In case, a Key Personnel of a Bidder gets disqualified for not meeting the mandatory requirements and the Bidder gets selected as successful Bidder, then such Key Personnel shall have to be replaced by the Bidder within 7 daysof getting identified as a successful Bidder. In case the Bidder fails to replace the Key Personnel within said timelines, then, such bid will be rejected and EMD shall stand forfeited, and Authority shall have authority to select the second highest Bidder.
- *iv.* If two or more Key Personnel of a Bidder gets disqualified, then such bids willbe summarily rejected.

1.	Key Resource: Project Lead (A) and (B): 5 marks			
	Educational Qualification	Should have a relevant graduate degree in the relevant field	2	
		Additional marks for relevant postgraduate degree	1	
	Work Experience	Should have a minimum of 15 years of relevant work experience	2	

1.	Key Resources: Other (C-E) : 4 marks		
	Educational Qualification	Should have a relevant graduate degree in the relevant field	2
		Additional marks for relevant post graduate degree	1

Work Experience	Should have a minimum of 15 years of	1	
	relevant work experience		

## **4.** Technical Evaluation

- *i.* In the first stage, the Technical Proposal of the Bidders shall be evaluated.
- ii. The Technical Proposal will carry maximum marks of 100.
- *iii.* Only those Bidders who get at least 70 marks out of 100 in the Technical Evaluation ("Eligible Bidder") would be considered eligible for the second stageof Financial Evaluation.
- *IV.* Bidder failing in technical evaluation will be declared technically disqualified and their proposal will not be evaluated any further.
- V. The Eligible Bidder(s) shall be ranked in the order of marks (i.e. Technical Score 'T') obtained in their Technical Proposal, such that the Bidder havinghighest marks in the Technical Proposal shall be ranked T1, the Bidder having next highest marks shall be ranked T2 and so on.

# 5. Financial Evaluation

- *i.* The financial proposal will be opened of only those Bidders who have been declared technically qualified.
- ii. The financial proposal for the technically qualified Bidders will then be opened on the notified date and time and reviewed to determine whether the financial proposals are substantially responsive. Financial Proposal(s) found to be not substantially responsive are liable to be disqualified at the Authority's discretion.
- iii. Errors & Rectification: Arithmetical errors will be rectified on the following basis:
  - If there is a discrepancy between words and figures, the amount in words will prevail
  - The sum of individual components will be calculated to arrive at the total value of financial proposal, in case of discrepancy between the sum and thestated total in the financial proposal.
- iv. The Eligible Bidder(s) shall be ranked in the order of their financial quote (i.e. Financial Score 'F') mentioned in their Financial Proposal, such that the Bidderhaving lowest financial quote in the Financial Proposal shall be ranked F1, the Bidder having next lowest financial quote shall be ranked F2 and so on.

# 6. Combined and Final Evaluation:

- *i.* The final selection of the Agency would be based on combined evaluation of technical (T) and financial (F) scores through Quality and Cost Based Selection (QCBS) process, with following weightages allocated to technical and financial scores:
  - Technical–70%
  - Financial–30%

*ii.* An Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

where

F = Evaluated Bid Price

Flow = the lowest of all Evaluated Bid Prices among responsive BidsT = the total Technical Score awarded to

the Bid

Thigh = the Technical Score achieved by the Bid that was scored best among allresponsive Bids

The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as B-1 followed by the proposals securing next lesser marksas B-2 and so on for B-3, B-4 etc. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be B-1.

**7.** Additional Resources / Scope: IGNCA may solicit additional resource(s) or scope based on requirement and need of the assignment. The bidder may engage the Additional Resources or provide additional scope with the prior approval of theAuthority. The Additional Resources / Scope will be specialized professionals or specialized services to be appointed for specific scope of the Services. The deployment of Additional Resources, as and when required for any specific scope of work/services, will be approved by the Authority along with man months and financialimplications. The remuneration rates in case of resources and overall amount in caseof additional scope may be decided based on Government norms, or as deemed appropriate by the client, in mutual agreement with the bidder.

## 8. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning grant of the Agreement shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the Successful Bidder has been notified through issue of Letter of Award.

## **Corrupt and Fraudulent Practices**

The Bidders and their respective officers, employees, agents, and advisers shallobserve the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority will reject a Proposal without being liable in any manner what so ever to the Bidder, I fit determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the 'Prohibited Practices') in the Selection Process. In such an event, the Authority will, without prejudice to its anyother rights or remedies, forfeit and appropriate the Earnest Money Deposit or Performance Guarantee, as applicable, as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluationof such Bidder's Proposal.

Without prejudice to the rights of the Authority under this Clause, here in above and the rights and remedies which the Authority may have under the RFP or the Agreement, if an Bidder or Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the RFP or the execution of the Agreement, such Bidder Agency shall not be eligible to Participate in any tender or RFP issued by the Authority during a period of 1(one) yearfrom the date such Bidder or Agency, as the case may be, is found by the Authority tohave directly or through an agent, engaged or indulged in any corrupt practice, coercive practice, as the case may be, is found by the Authority tohave directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, as the case may be, is found by the Authority tohave directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, as the case may be, is found by the Authority tohave directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case maybe.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

"corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to oremploying or engaging in any manner

whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the RFP or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the RFP or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the RFP or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

(a) *"fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;* 

(b) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

(C) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 (d) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

Miscellaneous

The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction overall disputes arising under, pursuant to and/or in connection with the Selection Process.

The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

*(i)* suspend and/or cancel the Selection Process and/or amend and/orsupplement the Selection Process or modify the dates or other terms and conditions relating thereto;

(ii) consult with any Bidder in order to receive clarification or further information;

(III) retain any information and/or evidence submitted to the Authority by, on behalfof and/or in relation to any Bidder; and/or

*(iV)* independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority of any liability of its employees, agents and advisers, irrevocably, unconditionally, fully and finally and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or futurein respect of the proposal.

All Documents and other information provided by Authority or submitted by an Bidder to Authority shall remain or become the property of Authority. Bidders and the Agency, as the case may be, are to treat all information as strictly confidential. Authority will not return any Proposal, or any information related thereto.

All information collected, analyzed, processed or in whatever manner available with the Bidder to Authority in relation to the assignment shall be the property of Authority. The pre-existing and proprietary Intellectual Property Rights of theBidder shall remain with the Bidder.

The Authority reserves the right to make inquiries with any of the previous clients of the Bidder(s), claimed and stated in their previous experience submissions against required criteria of RFP.



## Technical Proposal (3A-3J)

- *(i)* Form3A: Self-certification of operation for minimum eligibility and of not being blacklisted.
- (ii) Form3B: Format for Cumulative Annual Turnover of the Bidder
- (III) Form3C: Format for high lighting relevant experience
- (iv) Form3D: Board Resolution
- (V) Form3E: Integrity Pact
- (VI) Form3F: Technical Proposal Submission Form
- (VII) Form3G: Profile of the agency
- (VIII)Form3H: Format for CV of the professional staff proposed
- (ix) Form31: Work Plan with Approach and methodology
- (X) Form 3J: Undertaking Form

## Form 3 A: Self-certification of operation for minimum eligibility and of not beingblacklisted

*To be submitted on Company Letterhead* [Location, Date]

I, the undersigned, hereby give a certificate that our firm \_\_\_\_\_\_\_is registered firm and has been in operation for a minimum of 10 years, as on Proposal Due Date. Our firm has not been blacklisted by any Central and State Government of India in relation to the professional services performed by it that adversely impacts its ability to provide services as referred to under this RFP.

If at any time it is found out that our firm"\_\_\_\_\_" did not have the capabilities as enumerated above, IGNCA may put the Bidder in blacklist without prejudiceto any other civil/ criminal action under the law and rejection of their proposal. Any such findings after the agreement with successful Bidder may result in forfeiture of the performance guarantee as a penalty.

[Bidder's Name]Title Signature

NOTE:-Supporting documents may include the following: -

1. The Bidder shall furnish its certificate of incorporation/ registration under the CompaniesAct, 1956/ 2013, or Limited Liability Partnership Act, 2008 respectively and its charterdocuments). а

## Form 3B: Format for Cumulative Annual Turnover of Bidder

To be submitted on Company Letterhead

S. No.	Financial Years	Total Turnover (INR)	
1	2023-24		
2	2022-23		
3	2021-22		

## Certificate from the Statutory Auditor/Chartered Accountant

This is to certify that [name of company] [registered address] has received the payments shown above against the respective three financial years from the business of providing Consultancy and Other Services.

Designation Name of firm

Signature of Authorized Signatory and Seal of Audit Firm

## Note:

- **1.** In case the Bidder does not have a statutory auditor, it may provide the certificate from its Chartered Accountant with the Bidder certifying that it does not have a statutory auditor
- 2. Please do not attach any printed Annual Financial Statement

# Form 3C: Format for highlighting relevant experience \* (Large business/corporate pavilions or high-end corporate interior projects)

## To be submitted on Company Letterhead

Assignment Name:	Approx. Value of the Assignment:				
Country:	Duration of assignment(months):				
Location within country:					
Name of Authority:	Total number of staff-months:				
Address of Authority:	Completion Date (Month/Year) and reasons fordelay, if any,				
	along with supporting documents				
Names of Senior Staff ( Project Director/Coordinator, Team Leader) involved, and					
functions performed:					
Narrative Description of Project:					
Description of Actual Services Provided:					

\*Kindly provide supporting document such as work order/assignment/contract/Agreement copy etc. \*Kindly provide satisfactory completion certificate from the Authority(s).

# Form 3D: Board Resolution

To be submitted on Company Letterhead

The Bidder should submit a copy of board resolution in support of the Authorized Signatory including Partner, as per Applicable Laws.

Form 3E: Integrity Pact

To be submitted on Company Letterhead

Between [name of the Authority] here in after referred to as "ThePrincipal", and

[Name of the Bidder] here in after referred to as "The Bidder"

#### <u>Preamble</u>

The Principal intends to award, under laid down organizational procedures, contract for **[Name of the Assignment]**. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor(IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### Section 1— Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption andto observe the following principles; -

- (a) No employee of the Principal, personally or through family members, will inconnection with the tender for, or the execution of contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (b) The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- (C) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in, this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## Section 2— Commitments of the Bidder (s)/contractor(s)

(1) The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation the tender process and during the contract execution.

(a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or otherbenefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- (b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particularto prices, specifications, certifications, subsidiary contracts, submission or non- submission of proposals or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (C) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PCAct; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s) /Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on IndianAgents of Foreign Suppliers" shall be disclosed by the as mentioned in theGuidelines all the payments made to the Indian agent/representative have to be IN Indian Rupees only.
- (e) The Bidder(s)/ Contractor(s) will, when presenting his proposal, disclose any /all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlinedabove or be an accessory to such offences.

## Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder(s) (Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)(Contractor(s) from the tender process or take action as per the procedure mentioned in the Guidelines on Banning of business dealings", Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-"B"

## Section 4 — Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the awardaccording to Section 3, the Principal shall be entitled to demand and recover the damagesby forfeiting Earnest Money Deposit.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal isentitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or theamount equivalent to Performance Bank Guarantee.

## Section 5— Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with anyother Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6— Equal treatment of all Bidders/Contractors/Subcontractors

(1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

## Section 7— Criminal charges against violating Bidder(s)/Contractor(s)

## /Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal Win Inform the same to the Chief Vigilance Officer.

Section 8— Independent External Monitor/Monitors

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman.

(3) The Bidder(s) 'Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration f a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under Contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Subcontractor(s) withconfidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, hewill so inform the Management of the principal and request the Management to discontinueor take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the MS, IGNCA within 8 to10 weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the IGNCA, a substantiated suspicion of an offence underrelevant IPC/ PC Act, and the MS, IGNCA has not, within the reasonable action to proceedagainst such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word 'Monitor' would include both singular and plural.

## Section 9– Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 10months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse or this pact as specified above, unless it is discharged/determined by the MS, its associates

## Section 10– Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the registered office of the principal, i.e. New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) Should one or several provisions of this agreement turn out to be invalid, theremainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the principal) (For & on behalf of Bidder/Contractor)Place: Date:

Witness1: Name and Address:Witness2

Name and Address:

Form 3F: Technical Proposal Submission Form

To be submitted on Company Letterhead

[Location, Date]

To, Director (Administration),

IGNCA, Ministry of Culture

Janpath Building, Janpath,

New Delhi, 110001

RFP dated[date] for selection for [name of assignment].

Sir,

With reference to your RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the Bidder] with the following address[address for communication]. If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFP. Our Proposal is bindingupon us, subject only to the modifications resulting from negotiations in accordance with the RFP.

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

1. We acknowledge that Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, andwe certify that all information provided in the Proposal and in the supporting documents istrue and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.

2. We shall make available to Authority any additional information it may deem necessaryor require for supplementing or authenticating the Proposal.

3. We acknowledge the right of Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

4. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project, assignment or contract by any public or private authority nor have had any assignment or contract terminated by any public or private authority for breach on our part, that restricts our ability to provide the proposed services.

5. We declare that:

*a)* We have examined and have no reservations to the RFP, including anyAddendum issued by the Authority;

b) We do not have any conflict of interest in accordance with the terms of the RFP;

*C)* We have not directly or indirectly engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Authority or any other public sector enterprise or any government, Central or State; that adversely impacts its ability toprovide services as referred under this RFP; and

*d)* We hereby certify that we have taken steps to ensure that we will not engage inany corrupt practice, fraudulent practice, coercive practice, undesirable practice orrestrictive practice.

2. We understand that you may cancel the selection process at any time and that you areneither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Bidders.

3. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convictedby a court of law for any offence (including security and integrity) committed by us that restricts our ability to provide services as referred under this RFP and which relates to a grave offence that outrages the moral sense of the community. We further certify that wehave not been barred in relation to the professional services performed by us, by the central government, any state government, a statutory body or any public-sector undertaking, as the case may be, from participating in any project or bid that adversely impact its ability to provide the proposed services.

4. We further certify that no investigation by a regulatory authority is pending either against us or against the engagement partner and professionals providing services underthis RFP, that restricts our ability to provide the proposed services

5. We here by irrevocably waive any right or remedy which we may have at any stage atlaw or howsoever otherwise arising to challenge or question any decision taken by Authority in connection with the selection of Agency or in connection with the selection process itself in respect of the abovementioned Project.

6. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Projectis not awarded to us or our proposal is not opened or rejected.

7. The Financial Proposal is being uploaded online on CPP Portal. This Technical Proposal read with the Financial Proposal shall be binding onus.

8. We agree and undertake to abide by all the terms and conditions of the RFP Document.

Yours Sincerely,

Authorized Signatory [in full and initials]

Name and Title of Signatory Name of Firm: Address: Telephone: Fax: Email:

(Name and seal of the Bidder/Member in Charge)

Form 3G: Profile of the Bidder

[Location, Date]

Brief Profile of Bidder (in one page) with its address for communication in all forms. Any other information to highlight the capability of the Bidder. In addition to overall experienceof the Bidder, details of specific consultancy projects/studies under taken may be provided including Assignment / project name, description of services provided, approximate valueof assignment, country & location, duration of assignment, name of Authority, starting & completion dates, names of associates (other than employees), if any.

Number of offices with locations in India are also to be indicated.

## Form 3H: Format for CV of the professional staff proposed

Name				
Position				
Date of Birth				
Educational Qualification				
Employment Record From To Company Position Held				
Brief Profile				
Countries of Work				
Quality of Experience (Years of Experience, type, and number of projects)				
Languages				
Knowledge/experience of relevant fields				
Certifications				
Work undertaken that illustrates the capability to handl Location: Authority:	e the taskassigned Year:			
Positions Held: Main Functions:				
Activities Performed:				

## Certification

*I, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement describedherein may lead to my disqualification or dismissal, if engaged.* 

Signature of staff member/Authorized signatory &Place

Date

#### Form 31: Proposed Approach and Methodology (A&M)

Technical approach with methodology and work plan are key components of the TechnicalProposal. The Bidder is suggested to present its Technical Proposal divided into the following chapters:

- 1. Detailed Approach and methodology
- 2. Work Plan Activity schedule and deliverables at various stages of the consultancy while keeping in view the time for approval, identification of resources personnel, data points etc. Critical areas have to be identified for progress to be ensured as per work plan.
- **3**. Team size along with the profile of work to be undertaken by the team members. The team should be well augmented, as there is requirement of visiting all States/UTs in a restricted timeframe for collecting the inputs related to consultancy.

## Form 3J: Undertaking Form

To be submitted on Company Letterhead

То,

Director (Administration),

IGNCA, Ministry of Culture

Janpath Building, Janpath,

New Delhi, 110001

Dear ,

#### I have submitted the Price Bid online through CPP Portal for "SELECTION OF CONTRACTOR FOR ENGINEERING PROCUREMENT AND CONSTRUCTION (EPC) OF THE INDIA PAVILION AT WORLD EXPO 2025, OSAKA".

- 1. I have thoroughly examined and understood all the terms and conditions as contained in the Biddocument and agree to abide by them.
- 2. I offer to work at the rates as indicated in the price Bid uploaded on the CPP Portal.
- 3. We understand that you are not bound to accept any Proposal you receive.

Yours Sincerely,

Authorized Signatory (Signature of the Authorized Person) Authorized Signatory [in full and initials] Name and Title of Signatory Name of Firm: Address: Telephone: Fax: Email: (Name and seal of the Bidder/Member in Charge)

#### SECTION 4: PRICE BID STANDARD FORM/BOQ TEMPLATE

To be submitted online in CPP Portal in the relevant section only.

S.N.	Phase	Deliverables	Amount in
	Thuse		Lakh
1		Architectural & engineering design of	
		the pavilion	
		Experience design, Content creation, exhibit	
		& Artifacts planning and selection	
	Design Phase	Audio Visual Content planning, research	
		data collection and creation (40 hours per	
		month) and applications & user interface	
		development/customization	
2	Construction Phase		
	(Interior construction,		
	system integration,		
	procurement and		
	installations)		
3	Post Construction Phase		
	(Operations and		
	maintenance)		
4	Other if any		
5	Total		

# Following Items will be reimbursed as per actual cost; however, bidder will have to include efforts for procurement, installation, operations and maintenance as part of lumpsum fee given above.

- Actual cost of all off-the-shelf hardware and software for IT, Audio visual (screens, projectors, laptop etc) as per the approved designs by the client. (Bidder will have to produce a duly raised bill of the OEM). A due process will be adhered, to determine the cost of the product.
  - Audio visual unit cost may be quoted separately for following items:
    - Video (per minute)
    - Short film making (per minute)
    - Picture stitching (per picture)
    - AR & VR (unit rate)
    - VXR (unit rate)
- Actual cost of all loose furniture selected by the client on recommendations of the bidder. A due process will be adhered, to determine the cost of the product.
- Actual cost of special artifacts or exhibits approved by the client as per recommendations of the bidder. A due process will be adhered, to determine the cost of the product.
- All travel charges are reimbursable.
- Client will provide administrative support for creating the content for the Ministries concerned.
- Client will provide administrative support for NOC/Permissions/Approvals from the authorities (National and International).

Link for the Additional information/ drawings, reference image, related Data of A 23 (Link) design Concept and Ideation as Guiding Indicators

https://drive.google.com/drive/folders/1bu\_o57WUW0l0sBT\_IO1KseicrRug\_114?usp=sharing