



REQUEST FOR PROPOSAL

Appointment of Food Street Developer

For

WORLD FOOD INDIA 2019

(1- 4 November 2019)

Inside a Temporary Structure at
Lawns (Central Vista) of Rajpath between Rafi Marg and Janpath,

1.0 Background and Objective:

The World Food India (hereinafter “WFI 2019”) is being envisaged on a scale larger than WFI 2017. An event of this magnitude requires concerted efforts, coordination and liaison on parallel multiple fronts. An international event of this stature requires the services of agency having prior experience in management of similar events. The agency is required to be well versed with protocols, guidelines and systems of organising such international events.

In this scenario, considering the big scale of the event, there is a need for appointing a Food Street Developer who can undertake the construction of Digital Theme Pavilion as a turnkey project that involves the entire end to end service to set up the Digital Zone. Scope of work includes, but is not limited to: Conceptualize, Design and Construct, the entire facility along with the required technology and content, other related set ups. The project involves development, erection and installation for World Food India 2019 with all necessary equipment’s Software, manpower, for setting up, dismantling, transportation, installation on a turnkey basis.

1.1 Disclaimer:

This REQUEST FOR PROPOSAL is issued by CII in the capacity of Event Partner on behalf of the Ministry of Food Processing Industry (hereinafter “MOFPI”).

This REQUEST FOR PROPOSAL is neither an agreement, nor an offer or invitation to perform work of any kind to any party. The purpose of this REQUEST FOR PROPOSAL is to provide interested parties with information to assist the preparation of their Proposal and Quote.

Whilst the information in this REQUEST FOR PROPOSAL has been prepared in good faith and basis information believed to be correct and true, it is not and does not purport to be comprehensive or to have been independently verified. Neither CII, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this REQUEST FOR PROPOSAL or on which this REQUEST FOR PROPOSAL is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this REQUEST FOR PROPOSAL is selective and is subject to updating, expansion, revision and amendment at the sole discretion of CII. It does not, and does not purport to, contain all the information that a recipient may require for the



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purposes for deciding for participation in this process. Neither CII nor any of its officers, employees nor any of its advisors nor consultants undertakes to provide any Party with access to any additional information or to update the information in this REQUEST FOR PROPOSAL or to correct any inaccuracies therein which may become apparent. Each Party must conduct its own analysis of the information contained in this REQUEST FOR PROPOSAL, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed Project, the regulatory regime which applies thereto and by and all matters pertinent to the Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering any agreement or arrangement relating to the Project.

This REQUEST FOR PROPOSAL includes certain statements, estimates, projections, targets and forecasts with respect to the Project. Such statements estimate, projections, targets and forecasts reflect various assumptions made by the management, officers and employees of CII, which assumptions (and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based & nothing in this REQUEST FOR PROPOSAL is, or should be relied on as, a promise, representation or warranty.

2.1 Definitions & Timelines

Applicant/Food Street Developer	Refers to an organization having capacity of executing similar Project.
Application	Submission of detailed designs and quotes in response to the REQUEST FOR PROPOSAL document
Financial Year	The 12-month period Commencing from the 1st day of April of any year and ending on the 31st day of March of the following year.
CII	Confederation of Indian Industry, having its registered office at The Mantosh Sondhi Centre, 23 Institutional Area, Lodi Road, New Delhi – 110003.
Project	Design & Construction of Food Street. The project involves development, erection and installation for World Food India 2019 with all necessary equipment's Software, manpower, for setting up, dismantling, transportation, and installation on a turnkey basis.
Service Agreement	Agreement that shall be signed between CII and the Food Street Developer for the construction and Running of Theme Pavilion
Food Street Developer	The successful Applicant selected by CII for implementing the Project
Working Day	All weekdays except national holidays.

Evaluating Committee	A sub-committee of Procurement Committee formed to consider all aspects related to vendor invitations and evaluations
Procurement Committee	Committee of CII to consider all aspects related to procurement and providing necessary approvals.

2.2 Key Timelines

Item	Date	Time
<p>Date of Submission of Quotes</p> <p>All quotes and Designs (in hard copy & USB) should be submitted in sealed Envelope and addressed to at the address mentioned below:</p> <p>To Procurement Committee Chairman (WFI)</p> <p>Confederation of Indian Industry, Mantosh Sondhi Centre, 23 Institutional Area, Lodi Road, New Delhi – 110003,</p> <p>and collect the receiving copy with date and time from the Reception.</p>	06 August 2019	On or before 1700 hrs
<p>Date of Scrutiny of technical bids</p> <p>Bidders will be informed in writing about the presentation Slots and Venue</p>	08 August, 2019	1030 hrs
<p>Date of opening of Financial bids</p>	10 August, 2019	1500 hrs
<p>Date of Announcement of the Award</p>	12 August, 2019	1700 hrs

3.0 Instruction to Bidders - Brief Outline of Process

- I. Applicants are requested to submit detailed designs and quotes (in hard copy & USB) in accordance with the process defined in this REQUEST FOR PROPOSAL (RFP) document.
- II. Agencies who have met the qualification criteria would need to submit designs in digital form. Applicants may submit alternate technologies for the Project. CII shall, at its discretion, evaluate alternate technologies.
- III. Hard copy & USB of the designs and quotes need to be sent at CII office on 6th August 2019 by 1700 hrs. **No Quotation will be accepted after 1700 hrs.**
- IV. Applicants are also required to submit Earnest Money Deposit (EMD) of Rs 2 lakh BY DEMAND DRAFT in favor of Confederation of Indian Industry, New Delhi.
- V. Technical Presentations will be evaluated on 8 August, 2019 and a panel of senior CII officials will evaluate and award the scores to the same. Minimum qualifying marks in Technical presentation will be 50 out of 100.
- VI. Financial bids of only those bidders who qualify in Technical round will be considered for review on 10 August, 2019
- VII. The Applicants are expected to examine the REQUEST FOR PROPOSAL document in detail, and to carry out such studies as may be required to submit their Applications.
- VIII. Scores will be awarded as per format developed by CII wherein it will compute the points of the highest technical score and the lowest financial quote and award points based on percentage in a ratio of 75 (technical):25 (financial) to arrive at the best Techno-commercial score.
- IX. Applicant scoring the maximum will be selected and awarded the job as Food Street Developer.
- X. CII then based on selected technology / design and presentation will provide the final requirements to the Applicant.
- XI. Separate sealed covers for Technical and Financial proposals to be used which should be put in one sealed Master Envelope.
- XII. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by CII / MoFPI or any other costs incurred in connection with or relating to its Proposal. CII shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.
- XIII. Any Technical or Financial proposal submitted cannot be withdrawn/ modified after the closing date and time for submission of the proposal. However, the Applicant may modify or withdraw its offer after submission provided that, CII, prior to the closing date and time receives a written notice of modification or withdrawal.



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- XIV. For purposes of timely execution of the Services in the best possible manner, Agency shall regularly consult CII and provide regular/weekly updates to CII or its designated contact person in writing. A Single Point of contact would be appointed for the same.
- XV. Agency shall be responsible for its own tax compliances.
- XVI. Any queries related to clarity on submission of quotes should be sent within 3 days of issue of RFP in writing to a designated email id of suman.saha@cii.in or umesh.rawat@cii.in

4.0 Scope of Work & Design / plan required:

- The project involves conceptualization, development, erection and installation of infrastructure for “FOOD STREET” with all necessary equipment’s and manpower, for setting up, dismantling, transportation, installation on a turnkey basis.
- End-to-End delivery of Food street. (all elements from conceptualization to event management).
- Procuring all the required and necessary permissions for smooth conduct of the event.
- Tie ups with relevant partners to solicit their participation in Food street.
- Designing, Developing, Printing & Placement of collaterals such as standees, banners, hoardings, etc.
- Complete logistics arrangements of the event including conservancy, garbage disposal, dismantling, safety and security, CCTV at all gates and perimeter with recording, All licensing.
- Adhering to FSSAI Food Safety & Hygiene norms.
- Infrastructure set up should be fire resistant and adhering to all fire safety norms
- Co-ordination with Central / State agencies for successful conduct of the event.
- Food Street should have an element that can demonstrate food preparations from state specific commodities for the investors. It should also bring out the richness of each state in terms of processed products that can have a demand in global market, also showcasing Indian companies that are catering to this demand

The Scope should be inclusive however not limited to following :

SL No.	PARTICULARS	SPECIFICS	Quantity	Unit	No. of days
1	Carpeting	Needle punch pre laminated	2800	Sqm	
2	Water	Agency to make own arrangements for water supply		LS	

3	General Lighting	Agency to make own arrangements for power supply with back-up		LS	
4	Barricading	Mojo / Steel	1000	Running Feet	
5	Arch Gates		2	No.(s)	
6	Directional signages / Hoardings	In & around the venue	6000	Sq Feet	
7	Sound Systems	for hangar area		LS	
8	Light Equipment	for hangar area		LS	
9	LED Wall	4mm or better	1000	Sq Feet	
10	Video Equipment / Recording	for hangar area		LS	
11	Trussing			LS	
12	Power Supply through gensets	Agency to provide plan with adequate wiring, bus boxes, distribution, diesel supply		LS	
13	Plasma - 50 inch	As per design inclusive of wall mount stand, including required software and hardware	10	No.(s)	
14	3d cutouts at the Entry	3D MDF cutout	1920	Sq Feet	
15	Additional Flooring / Platforming	Flex on top	500	Sq Mtr	
16	Lounge	for the entire duration of the event		LS	
17	12 Thematic zones of 40-100 sqmeter each example Indian Cuisines, Regional Cuisines , Ancient Grains of India , International Cuisine with Indian ingredients, Fusion Cuisine etc	Complete Fabrication - As per design	12	No.(s)	
18	Food Provision with seated theme area - Tasting for 2000 and seating for 300	Per day 0900 -1800 hrs	2000	person/day	4
19	Identify, reach out and ensure participation of appropriate profile of visitors	Expat Community/Food Critics/Socially renowned people/high net worth individuals/celebrities from different walks of life		LS	
20	Participation of Celebrity Chefs / Michelin Star Chef /Renowned Chefs	To provide suggested names		LS	
21	Arrangements of experiential Activities and events	for the entire duration of the event		LS	

22	Air tickets / Transportation / Accommodation for Chefs / Food Critic /Travel writers			LS	
23	Kitchen and Kitchen Equipments	for the entire duration of the event		LS	
24	Refrigeration Equipments	for the entire duration of the event		LS	
25	Clean water provision		3000	No.(s)	4
26	Host & Hostess	With required attire as per theme	50	No.(s)	4
27	Security personnel & devices	DFMD & HHMD		LS	
28	Live Acts	Agency to provide concept & suggestion	2	No.(s)	4
29	Licences and Permissions	for the entire duration of the event		LS	
30	Conservancy and Horticulture	Agency to provide plan		LS	
31	Queue Managers	for the entire duration of the event		LS	
32	Bring on board Reputed Hotel Chains/ Renowned Restaurants/ Speciality Restaurants/Food Processing companies/Package Food companies of high repute	Agency to provide plan		LS	
33	Bring on board Food Curators/ Food Expert of high repute for curating the program	Agency to provide plan		LS	
34	Theme Dinner for 250 persons	Agency to provide plan	250	No.(s)	4
35	Toilets	Two set of toilets each having male / female / disabled facilities of high standards		LS	
36	Registration counters	As per requirement		LS	
37	Fire Safety personnel & equipment	Agency to provide plan			
38	Miscellaneous	Estimated		LS	
39	WOW Factor	Agency to provide Design & Plan		LS	



5.0 Qualification Criterion: Eligibility Documents & Scoring

5.1 A the Agency to Provide the documents for each point

SL.No.	DESCRIPTION	MARKING SYSTEM
1.	<p>Financial Capability</p> <p>The bidder should have a minimum total turnover of 20 crores in last 3 financial years. i.e., 2017-2018, 2016-2017 & 2015-2016</p> <p>Above 40 crores – 20 marks</p> <p>20-40 crores – 10 marks</p> <p>-Documentary evidences/ work orders along with CA certificate to be provided for all 3 years)</p> <p>Agency will be disqualified if the above criteria is not met</p>	20
2	<p>The bidder should have a minimum Net worth of Rs. 5 crores as on 31st March 2019</p> <p>Above 7.5 crores – 10 marks</p> <p>5-7.5 crores – 5 marks</p> <p>(Bidder to provide CA certificate clearly stating net worth). In case audited Financials of 2019 are not available as on date, CA Certificate on audited Financials of 2018 will be considered.</p> <p>Agency will be disqualified if the minimum criteria is not met</p>	10
3	<p>Should have designed, conceived and executed at least 3 major projects in India or abroad of a minimum turnover of Rs 2 crores each for State Governments or Ministries/PSUs/Departments of the Central Government or in coordination with industry bodies like CII or National/ International Companies / Associations over the past 7 years</p> <p>(Necessary work completion certificates / work orders to be submitted)</p> <p>Agency will not be disqualified if the above criteria is not met however no marks will be given in this category</p>	10
4.	<p>The bidder should have qualified, experienced and skilled manpower dedicated to this project (Manager, Supervisor, Architects, engineers, Graphic designers) staff agency propose to deploy for Meetings, discussions and onsite.</p> <p>Agency to provide profile and experience of manpower, with a declaration that same or equal no of staff will be deployed exclusively for the project. Please do not include contact staff/Labors on daily wage in this list.</p> <p>CVs of such manpower to be deployed to be shared</p>	<p>Maximum :10 Marks</p> <p style="text-align: right;">12</p>

SL.No.	DESCRIPTION	MARKING SYSTEM
5	Presentation Methodology and complete plan including conceptualization logistics plan, branding & venue décor.	35 marks
6.	Uniqueness of Concept and Design and ability to create a world-class look and feel and finish with demonstrable out-of-the-box thinking	15 marks

5.1B Agency to also provide the following documents

1. Certificate of Incorporation or any other Registered Document to establish the legal entity
2. Copies of last 3 Years Audited Financials (with Balance Sheet + Profit & Loss Statement), IT Returns, PAN Card Copy & /Tax registration proofs.
3. Copies of Work Order/ work completion certificates & Photographs for past Pavilions executed along with cover note.
4. Memorandum and Articles of Association, if applicable or Copy of Partnership deed or any other applicable bye laws of the organization.
5. Duly signed board resolution (s) authorizing the person signing the proposal to sign on behalf of the Organization
6. (EMD) of R 2 lakh BY DEMAND DRAFT in favor of Confederation of Indian Industry, New Delhi.
7. Undertaking by the Authorized signatory that the bidder is not blacklisted by any Central Government/ State Government/ PSU/Autonomous Body/ Chambers of Commerce and other similar Associations.
8. GST Registration Number /Certificate

Note: The decision by CII procurement committee will be final in this regard and CII will not be liable to do any comparison in consultation with the applicant.

All documents submitted should be sequentially numbered and indexed with sequential reference to the criteria mentioned above.

5.3 All Applicants to Submit duly signed and stamped copy of Annexure 1 as acceptance.

6.0 Financial Quote: (To be submitted in separate sealed Envelope on Agencies letter head with date and stamp and Signature of the Authorized Signatory

6.1 Total Cost as financial Bid as per the financial matrix is
INR _____ only. (Exclusive of
applicable GST) IN _____ Words
_____ Only.

Please fill in words, this amount will be considered as the financial quote .

6.2 Element -wise break up in the format attached below :

SL No.	PARTICULARS	SPECIFICS	Quantity	Unit	No. of days	Unit Cost
1	Carpeting	Needle punch pre laminated	2800	Sqm		
2	Water	Agency to make own arrangements for water supply		LS		
3	General Lighting	Agency to make own arrangements for power supply with back-up		LS		
4	Barricading	Mojo / Steel	1000	Runnig Feet		
5	Arch Gates		2	No.(s)		
6	Directional signages / Hoardings	In & around the venue	6000	Sq Feet		

7	Sound Systems	for hangar area		LS		
8	Light Equipment	for hangar area		LS		
9	LED Wall	4mm or better	1000	Sq Feet		
10	Video Equipment / Recording	for hangar area		LS		
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13	Plasma - 50 inch	As per design inclusive of wall mount stand, including required software and hardware	10	No.(s)		
14	3d cutouts at the Entry	3D MDF cutout	1920	Sq Feet		
15	Additional Flooring / Platforming	Flex on top	500	Sq Mtr		
16	Lounge	for the entire duration of the event		LS		
17	12 Thematic zones of 40-100 sqmeter each example Indian Cuisines , Regional Cuisines , Ancient Grains of India ,	Complete Fabrication - As per design	12	No.(s)		

	International Cuisine with Indian ingredients, Fusion Cuisine etc					
18	Food Provision with seated theme area - Tasting for 2000 and seating for 300	Per day 0900 -1800 hrs	2000	person/day	4	
19	Identify, reach out and ensure participation of appropriate profile of visitors	Expat Community/Food Critics/Socially renowned people/high networth individuals/celebrities from different walks of life		LS		
20	Participation of Celebrity Chefs / Michelin Star Chef /Renowned Chefs	To provide suggested names		LS		
21	Arrangements of experiential Activities and events	for the entire duration of the event		LS		
22	Air tickets / Transportation / Accommodation for Chefs / Food Critic /Travel writers			LS		
23	Kitchen and Kitchen Equipments	for the entire duration of the event		LS		

24	Refrigeration Equipments	for the entire duration of the event		LS		
25	Clean water provision		3000	No.(s)	4	
26	Host & Hostess	With required attire as per theme	50	No.(s)	4	
27	Security personnel & devices	DFMD & HHMD		LS		
28	Live Acts	Agency to provide concept & suggestion	2	No.(s)	4	
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32	Bring on board Reputed Hotel Chains/ Renowned Restaurants/ Speciality Restaurants/Food Processing companies/Package Food companies of high repute	Agency to provide plan		LS		
33	Bring on board Food Curators/ Food Expert of high repute for	Agency to provide plan		LS		

	curating the program					
34	Theme Dinner for 250 persons	Agency to provide plan	250	No.(s)	4	
35	Toilets	Two set of toilets each having male / female / disabled facilities of high standards		LS		
36	Registration counters	As per requirement		LS		
37	Fire Safety personnel & equipment	Agency to provide plan				
38	Miscellaneous	Estimated		LS		
39	WOW Factor	Agency to provide Design & Plan		LS		

In the event any changes, modification(s) to the services to be rendered are proposed by CII / MoFPI due to changing circumstances, the Applicant shall be notified about such changes, modifications and the Applicant shall execute the Services accordingly. Quantities wherever mentioned in the Financial Quote are based on assumptions as on date. The same may vary at the time of actual execution. Only actual quantities used on site would be considered for billing purposes.

For purposes of timely execution of the Services in the best possible manner, Applicant shall regularly consult CII and provide regular/weekly updates to CII or its designated contact person in writing.

6.3 Inclusions:

Rates quoted above should be all included turn key rate for the finished product or service as per your designs and presentations inclusive of / manpower cost /accommodation and all applicable taxes, food cost of manpower deployed, insurance cost of manpower and equipment

in finished usable and clean condition. Only the Quotations of applicants whose Credentials have been successfully evaluated for technical Quotations will be Considered.

Agency shall take the insurance cover required for the event in joint consultation with CII, cost of which has been considered in the Proposal. Such insurance cover shall include:

- Insurance for professional liability/errors and omissions
- Cancellation of Events due to reasons beyond control
- Public Liability and life insurance of participants
- Risks due to fire, riots, political unrest, natural calamity etc.

6.4 Right to Price Discovery Negotiation

CII upon finding any unit price high in comparison will have the right to do price discovery of such items and negotiate further on the quoted price

6.5 Venue & Layout

Venue Details

The date of the event is 1-4 November 2019. There are two Venues of the event,

Vigyan Bhawan→ For Inauguration and Conferences.

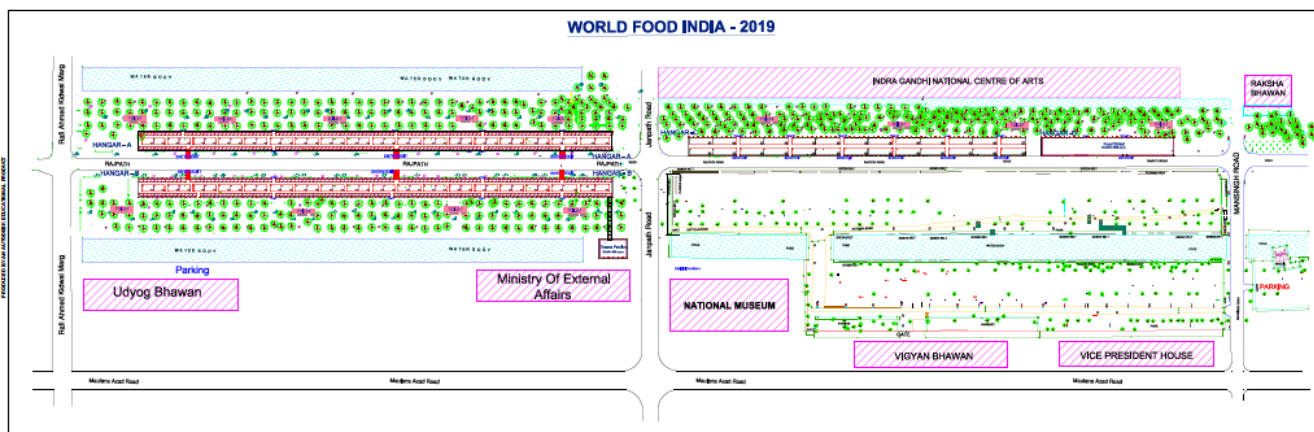
Rajpath Lawns→ Exhibition, Food Street, Theme Pavilion.

Site Availability: Site will be provided free of encumbrances by MOFPI & CII to the Applicant. **Applicant** must note that all works to be carried out following the State government norms, CII will take all necessary consent and permissions for the same how ever the agency has to ensure.

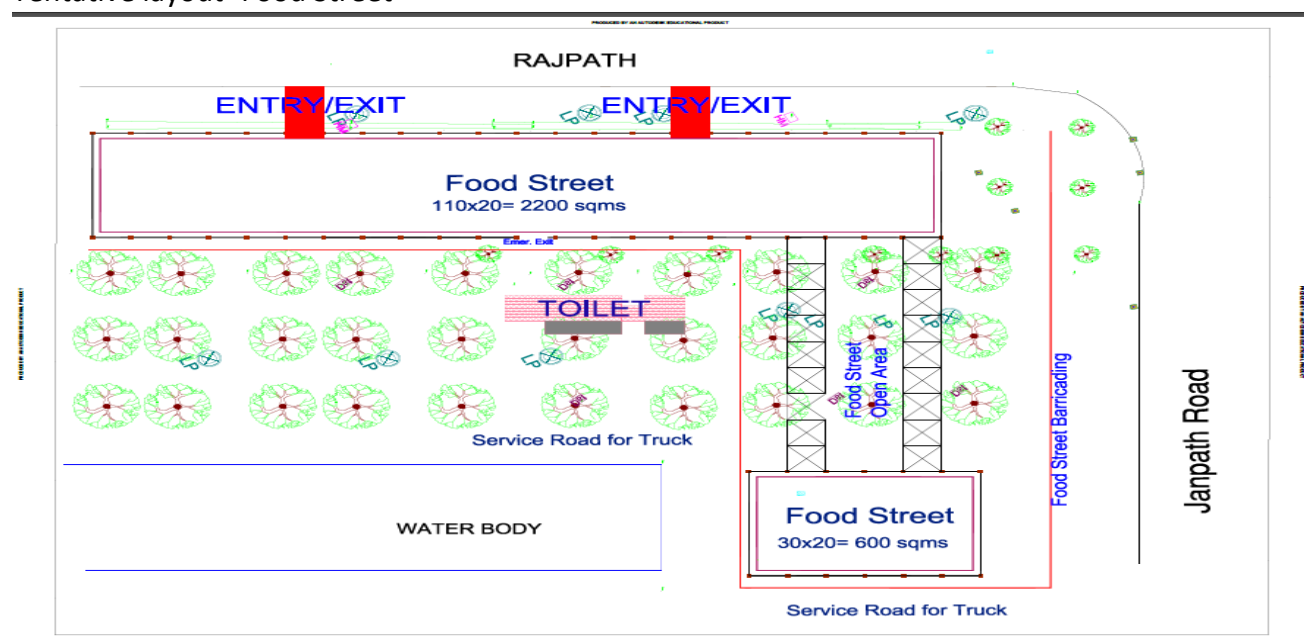
- Digging of lawns will not be permitted.
- Commercial activity of any sort will not be permitted
- No damage shall be caused to the existing green area, trees and shrubs planted in the area. If any damage is caused Agency has to restore the area.
- Road and footpath should not be damaged. If any damage has come to the notice of the department the penalty will be charged to the Agency

Construction of Food street may start on 20 October 2019

All construction has to finish latest by 30 October 2019 failing which penalty clause will be applicable as mentioned in Annexure 1 paragraph 13 & 14



Tentative layout- Food Street



7.1.0 Evaluation of Proposals and Selection Process

7.1.1. Proposals of Agencies who have not submitted EMD will not be considered any further.

For Agencies who have satisfactorily submitted EMD, the Technical Proposals will, in the first instance, be examined to ascertain fulfillment of eligibility criteria and submission of required documents. Agencies that fulfil the eligibility criteria and have submitted all required documents in their Technical Proposal /presentations / designs will be evaluated.

7.1.2. The Technical Proposal will carry weightage of **75%** and be evaluated by the Committee.

7.1.3. Financial Quotes of the shortlisted agencies will be opened at the schedule time and Agencies may choose to be present during the opening of the financial quotes.

7.1. 4. Selection of the Food Street Developer will be based on the aggregate of the Technical and Financial Evaluation.

7.1.5. From the time the RFP is rolled out to the time the contract is awarded, if any Food Street Developer wishes to contact the CII on any matter related to its proposal, it should do so only in writing.

7.1.6 Any effort by the Food Street Developer to influence the decision in the proposal evaluation or contract award decisions will directly result in rejection of the proposal of the Food Street Developer.

7.1.7 The selection done by the CII evaluating committee will be final and selected applicant will be intimated to sign the service agreement with CII.

7.2 Final Selection

The selection of the Food Street Developer will be done based on cost-cum-quality formula of marks obtained for Technical presentation and Financial Quotations. Scores will be awarded as per format developed by CII wherein it will compute the points of the highest technical score and the lowest financial quote and award points based on percentage in a ratio of 75 (technical):25 (financial) to arrive at the best Techno-commercial score. The calculation of marks will be done as mentioned in paragraph no 3. CII reserves its right not to entertain any queries on the same.

8.0 Schedule of Payments

The Applicant who successfully qualify and are selected to work on the project would be paid in a graded format.

First Instalment: 10% of estimated contract value within 15 days of Award of the Contract against providing a performance Bank Guarantee for 10% of estimated contract value.

Second Instalment: 20% of estimated Contract value on start of construction.

Third Instalment: 20% of estimated Contract value before start of the event (on or before 1st November 2019) on completion of all construction work. All required compliances to be met by the Agency towards obtaining NOC for Electrical / structural platforms/ fire and same will be required to process the payment along with clean usable handover of all hired items

Final Instalment: 50% after functional & satisfactory completion as per the timeline of the project in all aspects, after necessary inspection along with submission of the final invoice. All onsite, duly signed and acknowledged (measurement and quantity) will be required to process the final payment.

All the above payments will be linked with the inflow of Funds from MOFPI against the demand raised by the Agency and payments will be released after receipt of funds from MOFPI.

Applicable withholding tax will be deducted on payments by CII.

No additional cost shall be provided for unless otherwise there is a change in scope of work and cost approved by CII.

The Agency undertakes to make its records relating to the Event available for inspection by CII /MoFPI or its authorized representatives at any time and upon reasonable written notice, both during the term of this Agreement and also at any time during the period of 7 years following the termination of this Agreement. Agency will provide full co-operation to CII / MoFPI and others as requested by CII in connection with any audits, investigations or queries relating to the Event.

9.0 Project Timelines: The onsite duly completed structure should be ready as follows:

- Construction of Hangars and platform for exhibitors to take possession – 25th October 2019, 1200 hrs.
- Complete delivery of Scope of Work in all aspects: 30th October 2019 1200 hrs.

10.0 Right to Modify Design: CII shall have the right to modify the design proposed on mutually agreed terms and conditions before the start of work.

11.0 Right to Accept and Reject any or all Application(s)

a) Notwithstanding anything contained in this REQUEST FOR PROPOSAL, CII reserves the right to accept or reject any Application and to cancel or withdraw the REQUEST FOR PROPOSAL process and reject all Applications, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

b) CII reserves the right to reject any Application, if at any time a material misrepresentation is made or uncovered. This would lead to the disqualification of the Application.

12.0 Disputes

If a dispute of any kind whatsoever arises between CII and the Food Street Developer in connection with or arising out of the QUOTATION or the execution of the Project, whether during the execution of the Project or after its completion and whether before or after repudiation or termination of the Service Agreement, including any dispute as to any decision, opinion, consent, expression of satisfaction, approval, determination of value, action or instruction of CII, the matter in dispute shall be referred in writing to the Procurement Committee Chairman

13.0 Use of project Documents and Information: Applicant and their personnel shall not either during the term or within two (2) years after the expiration of this Work Order, without prior written consent from CII, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the CII in connection therewith, to any person other than a person employed by the developer in the performance of the Contract.



All project related documents issued by CII, other than the Contract itself, shall remain the property of the CII and shall be returned (in all copies) to the CII on completion of the developer's work under the Contract.

Copyright of all the project documents lies with CII and developer cannot exercise any rights on the documents. No information should be made public either directly or indirectly nor allowed to be accessed by an unauthorized person.

In any circumstances, for any breach of conditions on developer's behalf, Applicant will be fully responsible for the same and if required, CII may levy penalty for the same and / or any legal or administrative action taken against the developer.

14.0 Maintenance of facility: Applicant who qualifies shall be responsible for storage and safety of all material that is procured, manufactured or fabricated in the interim period of award of the contract and during set up at the venue.

15.0 Completeness of Work: All sundry fittings, assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections as required, and all other sundry items which are useful and necessary for proper assembly and efficient working of the various components of the work shall be deemed to have been included in the Quotation, whether such items are specifically mentioned in this documents or not.

16.0 Tools for Handling and Erection: All tools and tackles required for handling of equipment's and materials at site of work as well as for their assembly and erection and necessary test instruments shall be the responsibility of the Applicant.

17.0 Provision of Water/Food for Staff: Water & Food shall be arranged by the Food Street Developer

17.1 Provision Electricity: The Food Street Developer Has to arrange for Power through his own Generator sets and Distribution to the Pavilion

17.2 Electrical Equipments: ALL Electrical Wiring and Equipment's should be of ISI /BIS standard

17.3 Load bearing capacity: The Food Street Developer for World food India 2019 will provide the base platform of 500 KG load bearing capacity distributed to per square meter.

17.4 Height Restriction: The Side height of the temporary structure may be limited to 4 meters, the same should be kept in mind while making the designs of the pavilion.

18.0 Site Availability: Site will be provided free of encumbrances by MOFPI & CII to the Applicant. **Applicant** must note that all works to be carried out following the State government norms, CII will take all necessary consent and permissions for the same.

- Digging of lawns will not be permitted.
- Commercial activity of any sort will not be permitted
- No damage shall be caused to the existing green area, trees and shrubs planted in the area. If any damage is caused Food Street Developer has to restore the area.

- Road and footpath should not be damaged. If any damage has come to the notice of the department the penalty will be charged to the Food Street Developer.

19.0 Security: The Applicant shall be responsible for watch and ward of the Structures and Equipment and other infrastructure, safety of all fittings and fixtures. The Applicant would also solely be responsible for all his staff, whether permanent or temporary, and ensure their safety and security. CII will not be, under any circumstances, responsible for this.

22.0 Arbitration

Hon'ble High Court of Delhi will have the jurisdiction. Venue of arbitration will be New Delhi and will be governed by provisions of the erstwhile Indian Arbitration & conciliation Act, 1996 and any subsequent amendments thereof.

23.0 Jurisdiction

The contract shall be governed by laws of India and all Government rules on purchase matter issued from time to time and in force for the time being are applicable to the contract.

24.0 Professional Liability Insurance

Food Street Developer will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by the Developer's negligence, breach in the performance of its duties under the Work Order from an Insurance Company permitted to offer such policies in India for a period of one year beyond completion of services commencing from the effective Date, for an amount not exceeding the total value of work order made or expected to be made to the Food Street Developer.

25.0 Conflict of Interest:

Prohibition of Conflicting Activities: Neither the Food Street Developer or their personnel nor sub-consultants (if any) shall engage directly or indirectly in any of the following activities:

- a) During the term of this Work Order any business or professional activities which would conflict with the activities assigned to them under this Work Order, and
- b) After the termination of this Work Order, such other activities as may be specified.



Annexure 1

(to be Signed and submitted by applicant on Letter head)

TERMS & CONDITIONS FOR SUBMITTING THE QUOTE FOR EXECUTION OF WORK AND SUPPLY FOR WORLD FOOD INDIA 2019

1. The Food Street Developer has carefully gone through the entire document of REQUEST FOR PROPOSAL and hereby unconditionally agree to all points mentioned in the document. The Food Street Developer shall be required to execute a separate Service Agreement with CII if the work order is granted to the Food Street Developer.
2. The rate Contract shall be valid till 31st December 2019 from the date of award. The job shall be completed under the direct supervision and direction of the officer/officers deputed by the CII.
3. The Food Street Developer will not be allowed to alter or modify their Quotations post issuance of Work Order. In case of any alteration to the quotes given, CII reserves the right to forfeit the Earnest Money deposited.
4. The Food Street Developer is required to quote the rates for all items/services/works for delivery at New Delhi. The rates quoted otherwise will not be accepted.



6. The Financial Bid will be considered as full and Final Payable amount inclusive of all Applicable taxes, Any Escalation will not be allowed, and no invoice over and above this amount will be accepted.
5. No excuse will be entertained for non-compliance of the job in the stipulated time frame. If at any stage, it is found that the work done by the Food Street Developer in any area is substandard or not up to the mark, the CII will have full power/right to get the job completed from any other Food Street Developer at the risk and responsibility of the Project and deduct the expenditure so incurred from the bill.
6. The rates quoted for shall include, packing and unpacking, loading of the material at the exhibition site.
8. The goods supplied shall be of ISI (BIS) standards.
9. The responsibility of safety and security of the Material at the exhibition site will rest entirely on Food Street Developer. CII will not be responsible for any loss or damage to the items the Food Street Developer may arrange to put their own security arrangements and Insurance at their own cost in this regard.
10. The Quotation shall be valid for acceptance for a period of Sixty days from the last day of its submission.
11. Final selection of the Food Street Developer will be done based on final score of the Quotation i.e. $(0.25 \times \text{financial}) + (0.75 \times \text{Technical Presentation})$. The Quotation with the highest final score calculated in this manner shall be considered as the best value Quotation.
12. If an item is executed not to the satisfaction of the CII Physical Verification team (in terms of quality, quantity & workmanship) by 31 October 2019 and CII has no option but to accept it due to paucity of time, penalty of up to 50% may be imposed on such item as may be deemed appropriate by CII if defects are not rectified even after giving opportunity to the Food Street Developer to rectify the defects.
13. If certain items included in the design and final work order are not completed at all by 30th October 2019, a penalty of 50% of the value of such item may be levied in addition to withholding payment for such not completed items.
14. If execution of certain items is delayed up to a period not exceeding 30% of duration of the event, penalty @ of 10% per day of the value of such items will be imposed. After expiry of period of 40% of the event duration, the work will be deemed to be incomplete and will be dealt with as per Clause 13.
15. Any material/items prepared/provided on purchase basis other than on hire basis after the exhibition will belong to CII and the Food Street Developer will have no claim on it. The items which cannot be reused will be retained by the Food Street Developer
16. The Food Street Developer will undertake to hire manpower as per VVIP security norms and take all required measures to get working passes issued on time.
17. The agency must ensure that all structures are erected as per the manufacturer specification and should there be a need the agency will have to get an audit done for fitness and stability at their own cost from competent agency.
18. That all designs/execution and branding will be sole property of the organizer and the Food Street Developer will have no claim on any intellectual, design rights for future use or replication without the consent of the organizer.



19. All payments will be linked with the inflow of Funds from MOFPI against the demand raised by the Agency as per agreed payment terms and payments will be released after receipt of funds from MOFPI.

20) By submitting a signed Proposal, the Agency certifies that:

- The Agency has arrived at the prices in its Proposal without agreement with any other applicant of this RFP for restricting competition.
- The prices in the proposal have not been disclosed and shall not be disclosed to any other applicant of this RFP.
- No attempt by the Agency to induce any other applicant to submit or not to submit a proposal for restricting competition has occurred.

21. CII is not responsible for any assumptions or judgments made by the Agency for arriving at any type of sizing or costing. CII will benchmark the performance of the Agency to the RFP documents circulated to the Agency and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Agency must make good the same at no extra costs to CII, to achieve the desired service levels as well as meeting the requirements of these documents. CII shall not be responsible for any assumptions made by the Agency.

22. This annexure is to be signed by the Authorized signatory of the organization (Food Street Developer) as mentioned in their Articles of Association.

Signature with stamp :

Name :

Designation :

Place :

Date :