

**REQUEST FOR PROPOSAL- SPACE AVAILABLE FOR
TWO SHOPS AT**

INDIA PAVILION IN THE EXPO 2020 AT DUBAI

(FROM 1ST OCTOBER 2021 TO 31ST MARCH 2022)

Last date to submit RFP with required documents is 15th September, 2021 by 2.00PM(IST)



***Federation of Indian Chambers of Commerce and Industry
1 Tansen Marg, New Delhi India 110001***

Apply e-tender at <http://etenders.ficci.in>



Highlights of Expo 2020 & India Pavilion

- 1. Starting from 1st October-31st March, 2022**
- 2. Opening timings 10.00AM to 11.00 PM on working days**
10.00AM to 1.00AM on Weekends
- 3. 192 countries participating in the World Expo at Dubai**
- 4. About 20 million visits expected by Expo Authorities during the World Expo**
- 5. Every week one State Government from India participating**
- 6. Every week one Central Ministry of Govt. of India participating**
- 7. Various Indian schools in Dubai participating in the programmes at India Pavilion**
- 8. All the prominent Indian festivals to be celebrated at the India Pavilion in the World Expo**
- 9. Various programmes by School children from UAE**
- 10. Various programmes by different Indian organisations based in Dubai at the India Pavilion.**

Disclaimer

The information contained in this Request for Proposal (“RFP”) document provided to the agencies or on behalf of Federation of Indian Chambers of Commerce and Industry (FICCI) or any of its employees or advisors, is provided on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide with information to assist the agency formulation of their Proposals. This RFP document does not purport to contain all the information each agency may require. This RFP document may not be appropriate for all persons, and it is not possible for FICCI, its employees, or advisors to consider the business/investment objectives, financial situation and particular needs of each agency who reads or uses this RFP document. Each agency should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. FICCI, its employees, and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

FICCI may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document or modify it by uploading the same on the website <https://ficci.in>

Data Sheet

S. N.	Description	
1	Method of Selection	Highest financial bid
2	Last date and time of submission of financial bid.	15 th September, 2021 by 2.00PM(IST)
3	Opening of financial bid.	15 th September, 2021 at 5.00PM(IST)
4	Duration of lease:	Six months
5	Tender Money deposit	Rs.15,000 plus GST (non-refundable) in favor of Federation of Indian Chambers of Commerce and Industry, Payable at New Delhi
5	Earnest Money Deposit	Rs. 15,00,000/- (refundable)) in favor of Federation of Indian Chambers of Commerce and Industry, Payable at New Delhi
6	Reserve Price	INR 2,50,000/- per sq.meter plus taxes as applicable
7	Validity of proposal	180 days from submission of proposal
8	Apply e-tender at	http://etenders.ficci.in
9	Name and Address where queries/correspondence concerning this request for proposal is to be sent	Mr Allroy Collaco, Federation of Indian Chambers of Commerce and Industry, 1 Tansen Marg, New Delhi India allroy.collaco@ficci.com
10	Address where Agency must submit hard copy of proposal along with supporting documents and EMD and tender money.	Federation of Indian Chambers of Commerce and Industry 1, Tansen Marg, Near Bengali Market, New Delhi, India 110001

SECTION 1

INVITATION TO SUBMIT PROPOSAL AND INSTRUCTION TO AGENCIES

INTRODUCTION

1.1 Federation of Indian Chambers of Commerce (FICCI) intends to provide space for shops of different sizes within the India Pavilion in the World Expo at Dubai. The **agency could bid for any number of shops, however, only one shop will be allotted to one agency. For bidding for more than one shop, separate Tender money of INR 15,000/- for each shop will have to be deposited separately along with the bid. In case the tender money for other shop/shops, is not deposited, only one shop would be considered which is reflected as choice No.1**

1.1 Here in this document the word “LESSOR” is FICCI for execution of this contract and the word “LESSEE” would be the agency who wins the contract

2. INVITATION TO SUBMIT PROPOSALS

FICCI invites sealed proposals in prescribed formats from eligible agencies for TWO shops. For this RFP document, a Business Entity shall mean a proprietorship, a registered partnership firm / a company registered in India and also those companies registered in India & having their office in UAE under the Companies Act.

3. Any agency/establishment/organisation, who has earlier been barred by the Government of India, any State Government, PSU or FICCI from participating in its projects and the bar subsists as on the Proposal Due Date, shall not be eligible to submit a Proposal.

4. The Successful agency is required to enter into an Agreement with FICCI . The fees shall be paid by Lessee to the Lessor.

5. The Agreement period shall be for six months only and cannot be extended in any case.

6. Successful agencies will be liable to pay service charges/ taxes (as applicable) as per

rules of the Expo authorities to FICCI, on the sales carried out during the Expo at these shops. The list of materials for sale will also have to be submitted to FICCI for further processing as all such material will have to be uploaded on the point of sale of EXPO. These agencies will also be responsible for all taxes/municipal levies/vat etc. to the Government of UAE as per rules and FICCI will not be a party to this. All agencies will have to clear all such dues/taxes/royalties etc. to the FICCI/Expo authorities/Govt. of UAE before the conclusion of the fair and obtain NO DUE CERTIFICATE FROM FICCI & EXPO AUTHORITIES. No items will be allowed to be taken out of the shop without the permission of FICCI. If any agency fails to clear the dues, the same will be deducted from the EMD.

7. FICCI reserves the right to reject/accept any or all the Proposals without assigning any reason

8. REQUIREMENT FOR THE AGENCY TO BID FOR SHOP

- a) Should be in the same profession for at-least 10 years for which the agency is taking the shop
- b) Minimum turnover of the agency must be INR 10 (Ten crore in each year during the last three years (2016-17, 2017-2018, 2018-2019))(Certified copies of document from CA on their letter head and duly stamped to be enclosed) Copies of ITR filed for the last three years (2016-17, 2017-2018, 2018-2019) to be also enclosed.
- c) Should have successfully participated in at least three International events during the last three years. (Documentary proof of participation to be enclosed)

9. EARNEST MONEY DEPOSIT (EMD) & TENDER MONEY

The cost of the Tender is INR 15,000 (INR fifteen thousand only)(non-refundable) plus GST. Proposals for RFP must be accompanied by an Earnest Money Deposit for an amount of INR.15,00,000/- (INR Fifteen lakh only) and tender Money for INR 15,000/-

(INR fifteen thousand)only in the form of a Demand Draft in favor of the **Federation of Indian Chambers of Commerce and Industry(FICCI), payable at New Delhi.**

9.1 EMD shall be returned to the unsuccessful Agencies within a period of Two month from the date of issue of letter of acceptance to the Successful Agency. EMD submitted by the Successful Agency shall be retained by FICCI as Security and will be returned only after the lease period is over and shop and all fittings etc. are returned in good order. In case of any damage to the property/fixtures and fittings, the expenditure incurred on the repair of the shop if its repairable or cost of the item, will be deducted from security amount and balance if any will be returned.

10. EMD shall be forfeited in the following cases:

- i. If the successful Agency fails to execute the Lease Agreement within the stipulated time or any extension thereof provided by Client.
- ii. If any information or document furnished by the Agency turns out to be misleading or untrue in any respect;

11. Cancellation charges

If an agency wants to withdraw after the shop is allocated, he may do so by submitting an application in writing to FICCI for cancellation, cancellation will be made by FICCI and a cancellation charges of 10% of the total space charges will be deducted from EMD and balance returned

12. FRAUD AND CORRUPTION

FICCI requires the agency to observe the highest standard of ethics during the selection process and in execution of contracts. In pursuance of this policy, the Client: defines, for the purposes of this provision, the terms set forth below as follows:

- (a)“corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the Agency selection process or in contract execution;
- (b)“Fraudulent practice” means a representation or omission of facts in order to

influence a selection process or the execution of a contract;

(c) “collusive practices” means a scheme or arrangement between two or more Agencies, designed to influence the action of any party in lease agreement.

(d) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in an Agency selection process, or affect the execution of a contract; and

e) FICCI will reject a proposal for award if it determines that the Agency recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;

13. PREPARATION OF THE PROPOSAL

- i) The original proposal shall contain no overwriting, except as necessary to correct errors made by Agency themselves. Any such corrections, interlineations or overwriting must be initialed by the person(s) who had signed the proposal. The Agency has to apply e-tender at <http://etenders.ficci.in> and submit hard copy at FICCI head office in New Delhi by 15th September, 2021 at 2.00PM. The authorized representative of the Agency shall initial all pages of the original hard copy of the Key Submissions, Technical and Financial proposal
- ii) Agency must apply online and hard copy of proposal (the proposal) shall consist of one (1) envelope -

Envelope-1	Description of Agency. Financial proposal duly signed in Ink and stamped
------------	--

- iii). The Agency shall submit Original bound document in the sealed envelope.

The following documents shall be submitted with the RFP–

- a) A brief description of the organization supported by a certified copy of registration

of the Firm and details of contact person in Form Annexure-1.

14. "Financial Proposal"

a The Financial proposal must be submitted in hard copy using Form FIN - 1
Agency shall use only Indian currency.

15. The Agency is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Agency's own risk.

- a. It shall be deemed that prior to the submission of the Proposal, the Agency has:
- i. made a complete and careful examination of terms and conditions /requirements, and other information as set forth in this RFP document.
 - ii. received all such relevant information as it has requested from Client; and
 - iii. made a complete and careful examination of the various aspects of the Project.

FICCI shall not be liable for any mistake or error or neglect by the Agency in respect of the above.

16. SUBMISSION , RECEIPT AND OPENING OF PROPOSALS

16.1 Proposals must be delivered at the indicated addresses on or before the time and date stated in this RFP, or any new date extended by FICCI. The technical proposals will be opened and examined before opening the financial proposals by FICCI.

SECTION 2

EVALUATION, AWARD AND SIGNING OF AGREEMENT

1. From the time the proposals are opened till the time the contract is awarded, the Agency should not contact Client on any matter related to its Technical and/or Financial proposal. Any effort by an Agency to influence in examination, evaluation, ranking of proposals or recommendation for award of contract may result in rejection of the Agency's proposal.

2. No request for alteration, modification, substitution, or withdrawal shall be entertained by FICCI in respect of proposals already submitted by the Agency.
3. Prior to evaluation of proposals, Client will determine whether each proposal is responsive to the requirements of the RFP by opening the Envelop-1. A proposal shall be considered responsive only if:
 - a. It is received by the proposal Due Date including any extension thereof;
 - b. It is accompanied by Tender money in accordance with the RFP document
 - c. It is accompanied by the EMD in accordance with the RFP document;
 - d. It is signed, sealed, bound and marked as stipulated in this RFP document;
 - e. It contains all the information (complete in all respects) as requested in the RFP;
 - f. RFP submitted is unconditional and no conditions have been proposed.
 - g. A brief description of the organization supported by a certified copy of registration of the Firm and details of contact person in Form Annexure-1.
 - h. A certificate that the Agency shall not sub-lease the whole or any portion of the shop or permit any other party to occupy or conduct business on any portion of the shop in any circumstances without the prior permission of FICCI
4. Federation of Indian Chambers of Commerce and Industry(FICCI) reserves the right to reject/accept any or all the proposals without assigning any reason.
5. FICCI shall evaluate the responsive proposals on the basis of the evaluation criteria and points system specified hereunder.

6. OPENING AND EVALUATION OF FINANCIAL PROPOSALS

6.1 Evaluation of Financial proposals

- i. Financial proposals will be checked for adherence with the prescribed format.
- ii. Proposals below minimum reserve price will be rejected primarily and no queries will be entertained in this regard.
- iii. The Agency will indicate Bid indicating shop number. Bids without shop number will not be considered and rejected.
- iv. The financial proposals which proposed equal or over the minimum reserved price shall be ranked. The first rank shall be assigned to highest financial proposal, second for

the next to that and so forth.

- v) **Highest financial proposal for each of the shops shall be considered as successful bid.**
- 7. The Successful Agency(s) shall execute the Agreement within one week of the issue of LoA or within such further time as Client may agree to in its sole discretion. Agreement shall be signed after receipt of Monthly Fee for the first three months in advance by FICCI and the security deposit in the manner prescribed herein
- 8. Failure of the Successful Agency to execute the contract agreement within specified period shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the EMD.
- 9. Failure of Agency to comply with the requirements of above clauses shall constitute sufficient grounds for annulment of contract and forfeiture of earnest money / security deposit.
- 10. Notwithstanding anything contained in this RFP, Client reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.
- 11. The lessee shall have to Pay for electricity consumption charges as per consumption.
- 12. The lessee shall have to furnish manage, operate, maintain its shop(s) at its own cost.
- 13. The lessee shall procure and maintain requisite insurance for its shop at its own cost.
- 14. The lessee shall not store/ sell any illegal/ prohibited products/ items.
- 15. The lessee shall operate the shops as per applicable laws of the World Expo and UAE authorities.
- 16. In the event of failure by the lessee in adhering one or more mandatory requirements by the applicable laws, RFP & its corrigendum if any, letter of award and the lease agreement, the lease agreement may be decided for termination after providing lessee to represent its case.

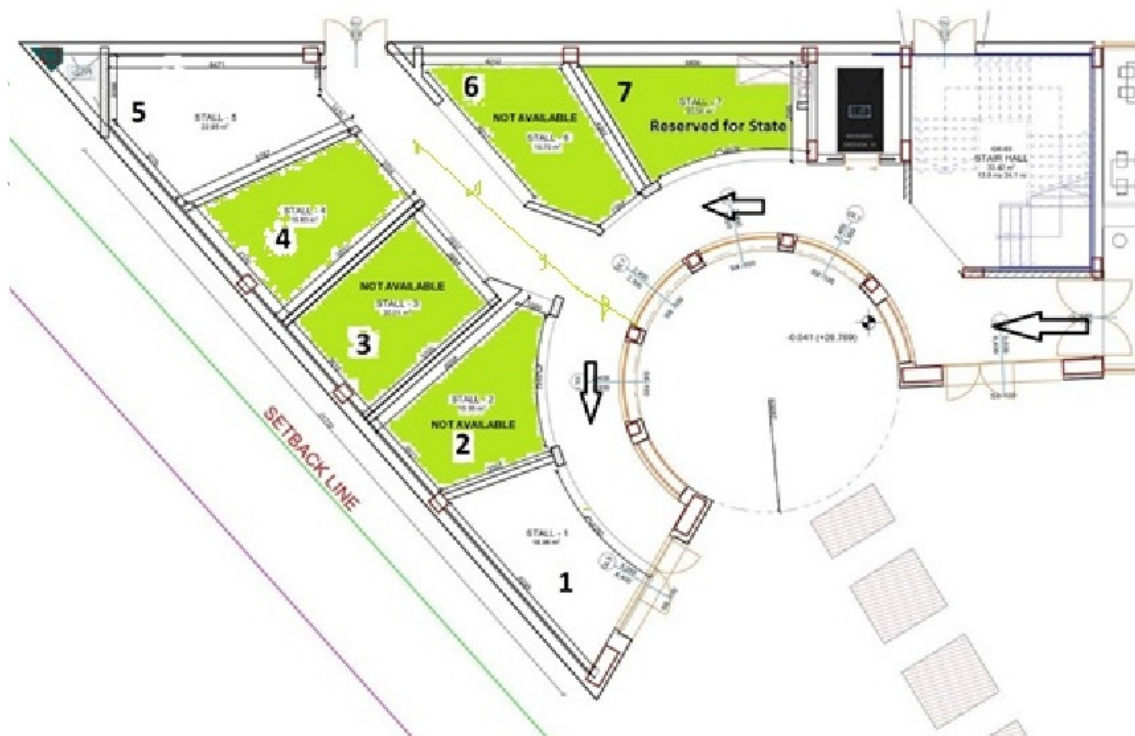
17. CONTRACT COMMENCEMENT DATE

- a. The contract shall commence from the date of signing of the lease agreement.
- b. Commercial operation of shops shall have to be started by 1st October, 2021, failure to do so shall cause termination of the lease agreement by the discretion of FICCI

18. DESTRUCTION OR DAMAGE TO THE PROPERTY

The Agency shall be liable for any damage sustained to the exterior or interior of the shop. If the shop/Shops are totally or partially destroyed or damaged, the client shall have the right to cancel this Agreement & the entire costs of such repair shall be borne by the Agency.

11. Layout of Shops



Size of the Shops are as under

- i) Shop 1 18.96 sq m
- ii) Shop 2 19.95 sq.m (Not available, already sold)
- iii) Shop 3 20.01 sq, m(Not available, already sold)
- iv) Shop 4 19.63 sq.m (Not available, already sold)
- v) Shop 5 22.95 sq.m
- vi) Shop 6 19.70 sq.m(Not available, already sold)
- vii) Shop 7 20.59 sq.m (Reserved for State Govt. Not for Sale)

Shop NO. 1, & 5 only available for Bid)

IMPORTANT FOR ALL AGENCIES - Highlights of shops

1. Minimum Reserve Price is INR 2,50,000/- (INR Two lakh fifty thousand only) per sq meter for a period of six months.
2. The Agency could bid for any number of shops, however, only one shop will be allotted to one Agency. For bidding for more than one shop, separate Tender money of INR 15,000/- for each shop will have to be deposited separately along with the bid. In case the tender money for other shop/shops, is not deposited, only one shop would be considered which is reflected as choice No.1
3. Bid for shop number must be indicated. Bid without shop number will not be considered.
4. All the shops are well built and Centrally air conditioned. However, electricity consumption and maintenance charges will be borne by the Agency.
5. No changes or alterations can be made in the structure of the shops in any way, however, the shopkeepers can bring their own furniture for keeping goods as per the sizes of shops
6. Finishing of the shops from inside- Currently white painted Gypsum ceiling along with white painted exterior wall are available.
7. Shop keepers can place signboard on the shop, of the size and design as approved by Expo

authorities/FICCI

8. Payment of Space Charges

- i) Payment of space charges for first three months will have to be paid at the time of the signing of the contract and balance three months will have to be paid by 15th Nov, 2021. Possession of the shop will be made only on receipt of payment.
- ii) If the payment is not made by the stipulated date, interest @ 18% will be charged.
- iii) If the balance payment is not made by 30th Nov, 2021, lease agreement will be cancelled and EMD will be forfeited.
- iv) The shops will be handed over on 25th September 2021 and will have to be vacated by 4th April, 2022. If the shops are not vacated by the stipulated date, space charges will be charged on proportionate basis.
- v) The Shops will have to be returned in the good conditions without any damage. In case of any damage to the shops, fixture and fittings, damages will be deducted from the EMD money
- vi) No cooking/heating of any kind will be allowed in the shops.
- vii) FICCI RESERVES THE RIGHT TO REJECT /ACCPET ANY OR ALL THE BID OFFERS WITHOUT ASSIGNING ANY REASON.

9. Arbitration: Venue of arbitration will be New Delhi, India and will be governed by provisions of The Arbitration & Reconciliation Act 1996, India. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

10. 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 this contract.

11. Insurance:- While FICCI will provide general security of the Pavilion for the shops, however, the materials/goods/cash and other valuables in the shops will be the sole

responsibility of the successful Agency themselves. They may get their goods/belongings in the shops insured at their own risk and FICCI will not be responsible for any damages in case of any natural calamity/disaster. An agreement will have to be signed separately by the Agency with the FICCI.

FORM Annexure I

DETAILS OF AGENCY

On the Letter Head of the Agency only

1. (a) Full Name of Agency
 (b) Complete Address
 (c) Phone No. _____ Mobile No. _____
 (d) Date of incorporation and/or commencement of business
 (e) GST registration details
 (f) Pan

(Documentary evidence of above all to be enclosed)

2. Details of individual(s) who will serve as the point of contact / communication for
 Client with the Agency:

- (a) Name :
- (b) Designation :
- (c) Company/Firm :
- (d) Address along with Pin code:
- (e) Telephone number :
- (f) E-mail address :
- (g) Fax number :
- (h) Mobile number :

3. Company/Firm Profile, Locational Presence in India.

4. Technical Bid Format

<u>S. No.</u>	<u>Items</u>	<u>Information</u>
1.	Name of the Agency (With Tel/Mob. Nos.)	
2.	Office Address (Tel./FAX No. /Mob. No/E-mail	
3.	Address of the Vendor (Tel./Fax No./Mob. No/E-mail.)	
4.	Contact Person(s) Name Tel./FAX No./Mob. No.	
5.	Year of Establishment (Supported by copy of valid Registration).	
6.	PAN No. /TAN No. /GST Reg. No.(Copies of all documents to be enclosed)	
7.	Important work done in the recent past supported by samples/Pictures	
8.	Infrastructure available to carry out the desired work.	
9..	Work Orders/Performance certificates.	
10.	Self –certification by the Firm that the Firm has not been blacklisted by any Govt. Dept.	
11.	Whether Terms & conditions issued by FICCI are acceptable to the vendor.	
12	We are aware that FICCI reserves the right to accept or reject any or all the offers without assigning any reason.	

5. **Nature of business for which shop is being taken: Nature of business for which shop and complete details to be indicated. Details of items to be sold will have to be uploaded on the point of sale of the Expo authorities.**

(it may be noted that nature of business should be as per rules of the Expo and no unauthorized business/activity will be allowed and contract will be rejected)

Enclosure:

1. Self attested copy of Certificate of Incorporation/ registration
2. Self attested copies of any certification / accreditation / affiliation
3. Self-declarations / undertakings as required by this RFP Self attested by the Agency only
4. Copy of turn over of the company (certificate to be enclosed along with copy of ITR filed)

FORM FIN-I**Format for Financial Proposal (On the letterhead of the Agency) only**

We _____ (name of the Agency with complete address) having gone through this RFP and Lease Agreement and having fully agreed upon the terms and conditions set out herein. We are pleased to quote the following amount plus taxes as applicable for the Lease to be paid to the Federation of Indian Chambers of Commerce and Industry (FICCI), New Delhi for a period of six months, which are to be paid in advance as per conditions given in column 8 of page 14 of the RFP.

S. No	Shop No.	Area of respective shops in sq. meter	Financial Proposal in Figure in INR	Financial Proposal in word in INR	Whether EMD has been submitted (Put YES / NO) and give details.
1	Choice No.1 Choice No.2				

We confirm that the rate quoted above are inclusive of all applicable taxes, cess and levies.

We also understand in the event of mismatch of the financial proposal stated in figure and words, the higher shall be considered.

We understand the minimum reserved price is INR 2.50 lakh (INR two lakh fifty thousand only) per square meter for a period of six months. In the event our proposal is lower than the minimum reserved price, our proposal shall be rejected.

We further confirm that we have submitted EMD in the manner described in the RFP for each of the shops we have submitted financial proposal for. We understand that in the event of non-submission of EMD for a particular shop or in the event of wrongly prepared and submitted EMD, the same financial proposal shall not be opened.

Yours faithfully,

Date: _____ (Signature of the Authorised signatory)

Place: _____ (Name and designation of the of the Authorised

Signatory) Name and seal of Agency

Signature of witness 1 (Complete name)

Signature of witness 2 (Complete

Name) *****