



National Horticulture Board
Ministry of Agriculture & Farmers Welfare
Plot No.85, Sector 18, Institutional Area,
Gurugram, Haryana- 122015, India
www.nhb.gov.in

Fabrication of India's Pavilion at International Horticulture Exhibition (Floriade Expo 2022), Almere, Netherlands till 10th April, 2022 and its comprehensive maintenance up-to 7th October, 2022

Ref No.: NHB/HD/Floriade/2021-22

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Ref No.: NHB/HD/Floriade/2021-22**Dated: 17.02.2022****SECTION I: INVITATION FOR BID**

The National Horticulture Board (NHB) is an Autonomous organization under the administrative control of Ministry of Agriculture and Farmers Welfare, Government of India. For more details, web portal www.nhb.gov.in may be visited.

2. NHB (hereinafter referred to as the “BOARD”) is participating in the International Horticulture Exhibition (Floriade Expo 2022) at Almere, Netherlands under the theme ‘Growing Green Cities’ with sub theme “Energizing the Cities”. India’s entry in this Expo has been submitted for an Indoor. A copy of the Theme Statement submitted by the Board to the Organizers is enclosed herewith as Annexure-I for ready reference.

3. In the above context, the Managing Director, National Horticulture Board, India, (Ministry of Agriculture and Farmers Welfare, Government of India), invites Lump-sum fixed price tender bids for “Fabrication and Maintenance of India’s Pavilion at International Horticulture Exhibition (Floriade Expo 2022) at Almere, Netherlands, as per the following details:

Name of Work	Approximate Area of Site	Milestones
India’s Pavilion to be constructed at International Horticulture Exhibition (Floriade Expo 2022), Almere, Netherlands till 10th April, 2022 and its comprehensive maintenance up-to 7th October, 2022	140 Square Metre	<p>Stage I – Fabrication of Pavilion to be completed till April 10, 2022 without any fail.</p> <p>Stage II – Comprehensive Maintenance to be undertaken till 07.10.2022</p> <p><i>Note: For more details, may refer Section V of this tender document</i></p>

4. Bid document may be downloaded from www.indianembassynetherlands.gov.in (website of the Indian Embassy at the Hague, Netherlands), www.nhb.gov.in (website of NHB) and www.eprocure.gov.in. The bid document is also being sent to the Service Providers recommended by the Expo Authorities through email.

5. This tender is limited to Agencies recommended by the Organisers of International Horticulture Exhibition (Floriade Expo 2022) at Almere, Netherlands. Also, the other Agencies who have/ are undertaking similar work in the Floriade Expo and / registered with Chambers of Commerce and Industries at Netherlands for undertaking such type of works.

6. Last date and time as **28.02.2022 and 1600 Hrs** shall be considered for submission of Bid (Technical Bid and Financial Bid) in Hard copy along with soft copy in Pen Drive of technical bid at Embassy of India, Buitenrustweg 2, 2517 KD, The Hague, The Netherlands. NHB reserves the right to cancel the bid at any time or amend / withdraw any of the terms and conditions contained in the Bid Document without assigning any reason thereof.

SECTION II: INSTRUCTIONS TO BIDDERS

7. This is a tender limited to Service Providers recommended by the Organisers of International Horticulture Exhibition (Floriade Expo 2022) at Almere, Netherlands and the other service providers who have/are undertaking similar work in the Floriade Expo. And / registered with chambers of commerce and industries at Netherlands for undertaking such type of works.

8. Critical dates for various activities pertaining to the said bidding process are as under:

#	Particulars	Schedule (Date and Time)
A	Date of issue/ upload of bid document on the respective websites	17.02.2022 at 1800 hours (IST)
B	Last date of submission of techno-commercial pre bid queries by e-mail at dd.it.nhb@gov.in and trade.thehague@mea.gov.in	23.02.2022 at 1700 hours (IST)
C	Pre-Bid Conference by Virtual Meeting Platform	24.02.2022 at 1400 hours (IST)
D	Last date of submission of Bid (Technical Bid and Financial Bid) in Hard copy along with soft copy in Pen Drive of technical bid at Embassy of India, Buitenrustweg 2, 2517 KD, The Hague, The Netherlands.	28.02.2022 at 1600 hours (Netherlands Time)
E	Date & Time of opening of Technical Bids	28.02.2022 at 1630 hours (Netherlands Time)
F	Date & Time of opening of Financial Bids	To be declared/ informed by the BOARD through email to the bidders and uploading the notification on respective websites.

9. **Cost of Bid:** The bidder shall bear all costs associated with the preparation and uploading of bid/ submission of required documents and NHB in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

9.1 The bidder is expected to examine all instructions, forms, terms and conditions in the tender document. Failure to furnish all information required by the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

9.2 The bidder shall not make or cause to be made by any alternation, erasure or obliteration to the text of the tender document.

10. Preparation of Bids

- 10.1 **Language:** Bids and all accompanying documents shall be in English language. In case any accompanying documents are in other languages, it shall be accompanied by an English Translation. The English version shall prevail in the matters of interpretation.
- 10.2 **Form of Bid:** The form of bid shall be completed in all respects and duly signed and stamped by an authorized representative of the Bidder. Relevant power of attorney for signing the bid should be attached/ uploaded.
- 10.3 **Currencies of Bid and Payment:** The bidder shall submit its financial bid in Euro and payment under this contract will be made in Euro.

11. Clarifications by Bidders

- 11.1 Bidders requiring any clarification on the Tender Document may submit their queries by e-mail at dd.it.nhb@gov.in and trade.thehague@mea.gov.in as per the schedule stipulated in para no.8 above.

11.2 Communications to concerned officials

Communications, including the envelopes (if any) must contain “**Tender for Fabrication and maintenance of India’s Pavilion at International Horticulture Exhibition (Floriade Expo 2022), Almere, Netherlands**” and to be addressed to the following, in case required:

Mr. Bhakt Bhushan, HoC, Embassy of India, Buitenrustweg 2, 2517 KD, The Hague, The Netherlands Phone: 070-3469771 Email: trade.thehague@mea.gov.in	Mr. CP Gandhi, Deputy Director (Coordination) National Horticulture Board (Board) Ministry of Agriculture & Farmers Welfare Plot No.85, Sector 18, Institutional Area, Gurugram, Haryana- 122015 Mobile: +91 8800103799 Email: dd.it@nhb.gov.in and cpgandhi@nhb.gov.in
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12. Pre-Proposal Meeting

- 12.1 The Pre-Bid Conference will be conducted virtually on the date and time specified in Clause 8. Interested bidders may send request to email at trade.thehague@mea.gov.in and dd.it@nhb.gov.in for meeting link.
- 12.2 Prior to the Pre-Proposal meetings, the Bidders may submit a list of queries and proposed suggestions, if any, to the tender requirements.
- 12.3 Bidders may note that NHB shall not entertain any deviations to the tender document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the tender document with all its contents. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- 12.4 In case of any change in the schedule of Pre-Proposal Meeting, the same will be communicated to Bidders through posting on www.indianembassyinthehague.nl (website of the Indian

Embassy at the Hague, Netherlands), www.nhb.gov.in (website of NHB) and www.eprocure.gov.in.

- 12.5 No interpretation, revision, or other communication from Indian Embassy at the Hague, Netherlands / NHB regarding this solicitation is valid unless in writing. Indian Embassy at the Hague, Netherlands / NHB may choose to send to all Bidders whose Proposals are under consideration, in writing or by any standard electronic means such as Mail or by uploading on website(s) of responses, including a description of the enquiry but without identifying its source to all the Bidders.

13. Format and Signing of Bid

- 13.1 The documents comprising the bid shall be typed and all pages of the bid shall be signed by a person duly authorized to sign on behalf of the as token of acceptance of tender's terms, conditions and technical specifications.
- 13.2 The Bidders shall submit the Proposal with all pages numbered serially and by giving an index of submissions.
- 13.3 The bid shall contain no alternations, omissions, or additions except those to comply with instruction issued by NHB or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed by the person signing the bid.

14. Earnest Money Deposit (EMD)

- 14.1 Applicants are required to submit the Bid Security Declaration in place of Earnest Money Deposit (EMD) equivalent to Five Thousand Euro as per the format annexed as **Annexure II**.
- 14.2 Bids not accompanied with the Bid Security Declaration are summarily rejected.
- 14.3 NHB/ Embassy of India shall take the appropriate action against the applicant as deemed fit:
- a) If the proposal is withdrawn during the validity period or any extension agreed by the Applicant thereof.
 - b) If the proposal is varied or modified in a manner not applicable to the Department after opening of proposal during the validity period or any extension thereof.
 - c) If the Agency tries to influence the evaluation process.

15. Submission of Bids

- 15.1 The Bidders shall submit the Hard copy of Bid document in sealed cover (as defined in Chapter – 3) supported with prescribed annexures along with a digital copy of technical bid only in Pen Drive is to be submitted to the following address latest by 04.03.2022 up to 16.00 hours (Netherlands Time):
Mr. Bhakt Bhushan,
HoC, Embassy of India,
Buitenrustweg 2, 2517 KD,
The Hague, The Netherlands
Phone: 070-3469771

Email: trade.thehague@mea.gov.in

- 15.2 The bid must remain valid and open for acceptance for a period of **30 days** from the date of opening of Bid. The validity period may be extended further, in case required, after obtaining approval by Competent Authority, NHB
- 15.3 The envelopes “A”, “B” and “C” containing Bid documents duly superscribed with Name of Work on all the envelopes “Bid for Fabrication and Maintenance of India Pavilion, International Horticulture Exhibition (Floriade Expo 2022) in Netherlands” are to be put in another sealed envelope with the name of work written on this envelope.
- 15.4 The envelope “A” containing Bid Security Declaration in place of EMD shall be opened first. Bidders who have submitted valid declaration as mentioned shall be considered successful for opening of Technical Bid. Technical bids (Envelope B) of successful bidders shall be opened thereafter.
- 15.5 Both Envelopes (Bid Security Declaration and Technical bid) shall be opened at notified date and place. The bidder may like to participate in the Technical bid meeting if they desire to do so. After evaluation of Technical Bids, a list of qualified bidders will be prepared by the BOARD. Envelope B shall contain following documents as per formats annexed:
- i. Letter Comprising the Bid on Bidder’s letterhead.
 - ii. Brief Note in Support to Bidder’s Technical Qualification
 - iii. Financial Statement.
 - iv. Similar Works completed in Netherlands
 - v. Structure and Organisation
 - vi. Details of technical & administrative personnel
 - vii. Self-Attested copies of Registration Certificates
 - viii. Empanelment letter/Work Order with the International Exhibition
- 15.6 Qualified bidders will be informed and Financial Bid (Envelope C) of qualified bidders shall then be opened after intimating the status of Technical Bid and schedule for opening of Financial Bids to the bidders. Bidders or their representatives may like to participate in the financial bid meeting. Envelope “C” should contain Financial Bid as per the format annexed.
- 16. Opening and Evaluation of Technical Bids by Evaluation Committee**
- 16.1 The “Technical Proposals” shall be opened first, on the date and time specified in clause 8. The “Financial Proposals” shall remain unopened, until the subsequent public opening following the evaluation of the Technical Proposals.
- 16.2 The Technical Proposal of the bidder would be evaluated as per the eligibility criteria set out in the tender document, whether these are compliance in all respects. Bids will be evaluated based on the information submitted by bidder. However, Evaluation Committee reserves the right to seek clarification/ documents from the bidders, if Committee considers it necessary for proper assessment of the bid.
- 16.3 The Technical Bids will be evaluated based on eligibility criteria and Financial Bids of only eligible Bidders shall be opened. The technical bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will be returned unopened.

17. Opening and Evaluation of Financial Bid by Evaluation Committee

- 17.1 A date and time will be notified to all Bidders for announcing the result of evaluation and opening of Financial Proposals.
- 17.2 The quoted price shall be firmed and fixed for the entire duration of the contract period.
- 17.3 Arithmetic errors if any will be rectified on the following basis: if there is a discrepancy between the milestone price and the total price obtained by multiplying by the milestone price and quantity, the unit price shall prevail and the total price shall be corrected. If there is discrepancy between words and figures, the amount mentioned in words shall prevail. If the Bidder does not accept the correction of the errors, their bid will be treated as non-responsive and it is liable for rejection.
- 17.4 The selection of the bidder shall be done based on the Overall Least Cost and Letter of Award (LoA) shall be issued to the successful bidder. The decision of the Board in this regard shall be final and binding on the bidders.

18. Right to accept any Bid and to reject any or all Bids

- 18.1 NHB is not bound to accept the bid or any bid and may at any time by giving notice in writing terminate the tendering process.
- 18.2 NHB may terminate the contract/ cancel the LOA if it is found that the bidder is blacklisted on previous occasions by any of the central/ state government ministry/ department/ institutions/ local bodies/ municipalities/ PSUs, etc.

19. Award of Contract

- 19.1 NHB will award the contract to the Successful Bidder to perform the scope of work satisfactorily as per the terms and conditions incorporated in the tender document.
- 19.2 NHB will communicate the Successful Bidder by email confirmed by letter transmitted by registered/ speed post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the “Letter of Award”) shall prescribe the amount which NHB will pay to the Successful Bidder in consideration of the execution of work/ services by them as prescribed in the contract.
- 19.3 The Successful Bidder will be required to commence the assignment at the earliest as communicated by NHB in this regard.
- 19.4 However, NHB reserves the right to reject any or all the offers without assigning any reason whatsoever.

SECTION III: GENERAL INFORMATION AND CONDITIONS OF CONTRACT

20. General Information

20.1 Definitions

- a) The following words and expressions shall have the meanings assigned to them except where the context otherwise requires:
- b) “BOARD” means the National Horticulture Board (NHB) and legal successors to the BOARD and permitted assignees.
- c) “BIDDER” shall mean service provider recommended by the International Horticulture Exhibition (Floriade Expo 2022) at Almere, Netherlands Authorities or the Service Providers who are undertaking similar work in the Floriade Expo 2022.
- d) “CONTRACTOR” shall mean the successful bidder who would be awarded the contract by the BOARD.
- e) “DAY” means a calendar day.
- f) “FEES” means the amount of money to be paid to the CONTRACTOR by the BOARD for SERVICES rendered by the CONTRACTOR to the BOARD.
- g) “SERVICES” means the services to be performed by the CONTRACTOR as per scope of work given by BOARD.
- h) “EFFECTIVE DATE” shall be the date of issuance of Letter of Award by BOARD to the Bidder whichever is earlier.

21. Interpretations:

- a) The headings and subtitles are included in this Work Order are solely for convenience and shall not be deemed to be part of it and shall not affect the interpretation, meaning or operation of the Scope.
- b) The singular includes the plural, the masculine includes the feminine, and vice-versa, where the context so requires.
- c) References to a particular clause, paragraph, subparagraph or attachment shall, except where the context otherwise requires, be a reference to that clause, paragraph, sub-paragraph or attachment in or to these conditions.
- d) The words “including” and “include(s)” are not to be construed as words of limitation.
- e) Whenever provision is made for the giving of notice, approval or consent by any person, unless otherwise specified, such notice, approval or consent shall be in writing and the words ‘notify’ and ‘approve’ shall be construed accordingly.

22. Time Schedule:

- a) The fabrication related work is required to be completed in time bound manner till 10th April, 2022 and commencement of Comprehensive Maintenance till 7th October, 2022.
- b) During the fabrication period, no time extension of any kind shall be granted under any circumstances except natural calamities and un-expected circumstances.

23. Defects Liability Period:

The Contractor is liable for repair and removal/ replace of all executed items during defects liability period up to 31st October 2022.

24. Supervision of works:

- a) During execution of the works besides periodic supervision by BOARD or its Authorised representative, the Contractor would be required to employ one full time technical person with knowledge of English language to coordinate with BOARD. The fees and expenses for such person shall be borne by the Contractor.
- b) The Contractor shall depute at site his skilled and experienced technical staff and craftsmen for the project.

25. Indemnification:

The Contractor shall be responsible for all injury to persons, animals, things, trees and property etc. which may arise due to his neglect or that by any of his employees, labour whether such injury or damage arises from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. This clause shall be helping to include inter-alia any damage to buildings whether immediately adjacent or otherwise or any damage to roads, streets, footpaths or municipal service lines etc. The Contractor shall indemnify BOARD and hold him harmless in respect of all or any expenses arising from such injury or damage to person and property and also in respect of any claim under any acts of government. The Contractor shall reinstate all damages of any/every sort mentioned in this clause so as to deliver the whole contract works complete and perfect in every respect and so as to make good or otherwise specified, all claims including that for damages to the property of the third party.

In case of any casualty/ injury and mishap to any labourer or worker engaged by the Contractor during the currency of the work till the completion of the same, BOARD will not be directly or indirectly responsible for compensation to the labour under labour laws and the payment of the compensation shall be made and be the responsibility of the Contractor. In case the payment is not made by the Contractor, the same shall be deducted from or withheld from the Contractor's bill for the satisfaction of the compensation/ award/ settlement.

26. Insurances:

Contractor shall in compliance with the laws and regulations of Netherlands and take out the following insurances at their own cost for their personnel and pay the insurance premium accordingly:

- Employment injury insurance
- Medical Insurance
- Comprehensive liability insurance
- Property insurance
- Insurance for fabrication and installation projects
- Traffic accident liability insurance

Contractor shall submit the copy of their insurance contract/policies and proof of payment of insurance premiums to the BOARD.

27. Penalty Clause

In case the Contractor fails to complete the project within the stipulated time, a penalty of 0.05% of accepted contract amount shall be imposed per day basis with a maximum of 5% of the accepted contract amount.

28. Force Majeure:

Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within 15 days of its occurrences informs the other party in writing. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this contract.

29. Risk and Cost:

In the event of failure on the part of to complete the project in time stipulated or within any extended period granted by the accepting officer or in the event of failure to complete on any account, the accepting officer shall have the right to cancel the work order and complete the balance work from other sources at risk and cost of the. The Contractor is liable to pay the additional amount spent by the Government in completing the said work through a fresh work order i.e. the defaulting Contractor has to bear the excess cost incurred as compared with the amount contracted with the Contractor.

30. Termination of Contract:

BOARD shall have the right to terminate this Contract in part or in full in any of the following cases:

- a) The Contractor is declared bankrupt or becomes insolvent.
- b) The BOARD has noticed that the contractor has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- c) As per decision of the Court of Law.
- d) Failing to meet quality requirements.

31. Arbitration:

No arbitration under any circumstances at any stage shall be applicable. The Contractor not willing to accept this pre-condition are advised not to participate in the tendering process.

32. Deviations:

The Contractor shall not make any addition, alteration or omission from the works as described in the documents which have been offered by the BOARD. If in case any given details are found to be in contrast to the sound engineering practice, it is the Contractor responsibility to bring out the same to the notice of the BOARD and obtain written instructions on such amendments/clarification so as to produce structurally sound products.

33. Tax:

Contractor will ensure that all taxes as applicable are paid. BOARD has no responsibility for any dispute on this account. No additional liability will be accepted on these accounts. Amount quoted by the contractor will be inclusive of all form of taxes and any other charges.

34. Quality:

The quality of Fabrication and Maintenance of India's Pavilion shall correspond to the technical conditions and standard or specifications enumerated as per this tender document and shall also include therein modification suggested by BOARD. Such modifications will be mutually agreed to.

SECTION IV: SCOPE OF WORK (FABRICATION & MAINTENANCE)

35. Details of the work for which bids are invited are as under:

35.1 Fabrication and Maintenance of India Pavilion at the International Horticulture Exhibition (Floriade Expo 2022) at Almere, Netherlands, as per the following stages:

- a. Stage I – Fabrication to be completed till April 10, 2022
- b. Stage II – Its Comprehensive Maintenance till 07.10.2022

35.2 The work is to be executed on a piece of plot measuring 140 sq. m at Exhibition site on lumpsum cost for fabrication and maintenance of India Pavilion. The required list of works for the Fabrication and Maintenance of India Pavilion at International Horticulture Exhibition (Floriade Expo 2022), Netherlands completes with all services and internal works as more particularly shown and specified in Annexure III (Component-wise Technical Specifications) Annexure IV (Master Layout Plan) of this tender document.

35.3 The details of major works under various stages as referred above are given hereunder:

A. Stage I: - Up-to 10.04.2022

- i. Shop drawings, structural drawings, artwork for fabrication and fabrication of structures,
- ii. All Insurances as mentioned in Special Regulations of International Horticulture Exhibition (Floriade Expo 2022), Netherlands
- iii. Fabrication of structures as per suggested drawings
- iv. All internal and external lighting complete with panel distribution, board wiring, conducting, switches, data point, voice point, POS terminal, led lights, Coffee machine & small micro wave oven for dry pantry, music system with speakers,
- v. Installation of Digital screens and TVs with panels as per Bill of Quantity (BoQ)
- vi. Erection and supply of furniture, fixtures and other accessories as per specifications in Bill of Quantity (BoQ)
- vii. Making and installation of all wall installations as per suggested design
- viii. Installation of security system includes CCTV, physical guarding to keep the site secure during and after fabrication,
- ix. All mandatory safety equipment as per local norms and instruction of exhibition organisers,
- x. Installation of Green Wall and Plants in the Planters as per suggested drawing
- xi. Replacement and maintaining plants in the green wall and planters from time to time.
- xii. Day to Day co-ordination with organizers,
- xiii. Work shall be executed according to rules and regulations for Floriade Expo 2022 Authority, as prescribed in the General Regulations for International Horticultural Exhibition.
- xiv. All items mentioned above to be completed till 10.04.2022.
- xv. The Item wise technical specification and quantity of items, technical specifications, design & drawings etc. In respect of above said work are elaborated in the relevant Annexures of this tender document.

B. Stage II – Comprehensive Maintenance till 07.10.2022

- i. Bidder is liable for all operational maintenance of all items including horticulture, electrical and electronics equipment, housekeeping, replacing of dead plants etc., at the site and any other items related to this during defects liability period up to 7th October 2022.
- ii. Bidder is liable to provide service of one professional at a time who is proficient in English and local language during the entire period of expo for six months to manage the India Pavilion and also attend to the visiting visitors and explain about the Pavilion. The Professionals would provide necessary training for the said work by the BOARD or its authorized representative.
- iii. Any/all other work relating to maintenance, operation and management of India Pavilion during the Expo Period.

35.4 Payment Terms:

All the payment shall be released as per work progress payments on the basis of certificate signed by the Authorised representative of the BOARD. The detailed work schedule (PERT) and the payment schedule would be furnished by the Contractor to BOARD who will approve it before it forms the part of the agreement.

However, in the event of non-compliance of the payment schedule or otherwise due to the reasons acceptable to the Contractor, the progress payment shall be made on the basis of evaluation of work done by the Board's Authorised representative. All permissible deduction shall be effected during the Progress Payment. The payment shall be released by the Board to the Contractor as per the following milestones:

- i. 25% upon completion of 50% fabrication work of India Pavilion after verification by the Board's authorized representative
- ii. 50% upon completion of fabrication of India Pavilion after verification by the Board's authorized representative
- iii. 10% after three months from the date of start of Floriade Expo 2022 during maintenance period
- iv. 15% upon successful completion of maintenance contract at the end of the Floriade Expo 2022

Note: The department shall retain 5% amount in each invoice at the time of release of payment to agency as a Performance Security. The said retained amount shall be released, in full, after completion of all contractual obligations.

SECTION V: ELIGIBILITY CRITERIA

- 36.** The applicants intending to bid for Fabrication of India's Pavilion at International Horticulture Exhibition (Floriade Expo 2022), Almere, Netherlands till 10th April, 2022 and its comprehensive maintenance up-to 7th October, 2022 shall fulfill the minimum following eligibility criteria:
- i. Agency(s) recommended by the Organisers of International Horticulture Exhibition (Floriade Expo 2022) at Almere, Netherlands. Also, the other Agencies who have/ are undertaking similar work in the Floriade Expo and / registered with Chambers of Commerce and Industries at Netherlands for undertaking such type of works.
 - ii. The bidders who have successfully completed 2 similar types of fabrication and fabrication of country pavilion in a similar international exhibition.
 - iii. Bidders should have average annual financial turnover of not less than 1,50,000 Euro during the immediate last three consecutive years.
 - iv. The bidder should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The bidder should submit a list of employees who would be involved in this work.
 - v. The applicant should submit list of all completed works in the last 5 years and list of all works in hand.
 - vi. Joint Venture (JV) firms formed specifically for this tender shall not be permitted. JV qualifying as a single entity i.e. JV meeting all eligibility criteria like a single entity shall be permitted. JV partners meeting eligibility criteria on individual basis separately shall not be permitted.

Annexure I**Theme Statement for participation in****International Horticulture Exhibition – Floriade 2022, Almere, Netherlands**

Name of Official Participant	National Horticulture Board, Ministry of Agriculture and Farmers Welfare, Government of India, New Delhi
Theme of Participation	“Growing Green Cities” with sub theme “Healthying the City” (Other options are ‘Greening the City’, ‘Feeding the City’ and ‘Energising the City’)
Theme Statement	<p><u>Objectives</u></p> <p>The Indian Pavilion will focus on the essential Indian theme of ‘Healthying the City’ depicted through Indian concepts based on the ancient Indian philosophy of Yoga that combines the physical, mental and spiritual values. The Pavilion will have series of experiential spaces incorporating the entire Indian knowledge and symbolism associated with Indian horticulture, ecology, design, art, aromas, flavours etc. to contribute towards healthying cities and also focus on promotion exports of Indian horticultural products to the World. It is not out of place to state that Indian Horticultural Products are equivalent to the best products from around the world and can hold their own in the face of stiff competition and participation at Floriade 2022 will give us a chance to prove ourself further in this field. It will also give a chance to interact on the latest development and new technologies related to this field.</p> <p><u>Philosophy</u></p> <p>The Indian philosophy recognises the scientific value of each natural element and associates divinity with all elements of nature, including plants and animals to reflect this reverence and its significance for human existence.</p> <p>The Pavilion will communicate not only about Indian horticultural strengths but also the scientific benefits in the range of native plants. It will provide visitors information about India’s achievements in the health and wellness sector, highlighting India’s vast history of Ayurveda and alternate medicine system by way of use of medicinal plants and other horticultural products.</p> <p><u>Contents</u></p> <p>The Indian Pavilion will be inspired from a design amalgamation of a design synergy reflective of Indian horticultural strengths, Indian art, culture and tradition. The artworks, sculptures and multi-media projections associated with nature, yoga, Indian traditional medicine system and also showcasing the Indian Horticultural traditions/commodities will be used.</p>

Annexure-II

Form of Bid-Securing Declaration

Date: _____
Tender Reference No.: _____
Project Name: _____
To: _____

We, the undersigned, declare that:

We understand that according to your conditions, Bids must be supported by a Bid-Securing Declaration. We accept that the amount of 5000 Euro if we are in breach of our obligation(s) under the Bid conditions, because we:

- a) have submitted a non-responsive proposal; or
- a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- b) having been notified of the acceptance of our Bid by the Board during the period of Bid validity, fail or refuse to execute the work as per the work order, if required

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder* _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

**Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid.*

Annexure III

Detailed Technical Specifications of all items

- I. The area allocated for the pavilion in expo is 140 sqm (Approx.). The prospective bidders are required to visit and inspect the site before submitting their bids.
- II. The emphasis in the project would be having an extremely attractive facia and inner design highlighting properly the strengths and unique features of the State. The overall design of Pavilion shall attract maximum number of people during their visiting the fair.
- III. The individual items in the scope are as follows:
 1. Preparation of detailed design & drawings in line with the conceptual theme, setting up of pavilion, maintenance and dismantling. All artwork and processing.
 - a. Facia.
 - b. Overall pavilion design.
 - c. Raised flooring with approved brand-new synthetic floor carpeting as per Client's selection
 - d. Design, printing and putting up of hoardings, digitals on backlit media, translities etc in the pavilion. There should be provision of signages at strategic location as per drawing. There should be enough general posters/large collages etc. for the decoration including provision for Signages in strategic locations.
 - e. Fabrication of pavilion/ stall, made in modular Aluminium Octanorm System with glow sign Facia. Face panel should be of latest, state-of-art design.
 - f. Provision of infrastructure & furniture like folded tables with wooden top & glass top with lockable cabinet, moulded polypropylene chairs, almirah/ sofa sets etc.
 - g. Required electrical lights through-out the pavilion eg. Halogen white metal light and other light, plug point, fluorescent tubes and other electrical equipment as per requirement and our approval.
 - h. Pylons, platforms, partial platforms, back-wall panels, etc.
 - i. Provision of small pantry for tea, coffee, cold drinks etc.
 - j. Adequate flowers/ plants pots inside/ outside the pavilion, etc.
 - k. Panels and general illumination according to proposed layout plan. Panel material should be approved by Competent authorities and in compliance with the Statutory guidelines.
 - l. Arrangement of Shelves/ Racks and display stands wherever required as per drawing.
 - m. Video walls (slim type plasma screen to be installed) at locations as marked in the annexed plan with complete industry standard screen proportion proportion for attracting the visitors and imparting information about the state.
 - n. Provision of racks, lockable tables, chairs to each stall as per requirement. According to the instructions of representative of the Client.

2. Brief on Additional Requirements

S. No.	Particulars	Requirements & Specifications
1.	Furniture	a) Providing 2 Numbers circular Meeting/ Discussion Table of diameter 1050 mm having chrome finished Stainless Steel base of SS-304 grade and tempered glass top b) Providing 1 Nos Reception Table of size 1500mm (W) x 600mm(D) x 1050mm (H) in factory made laminate finished as per the approved shade c) Providing 1 Nos Meeting Table of size 2400mm (W) x 900mm(D) x 750mm (H) in factory made laminate finished as per the approved shade. d) Providing 15 Numbers Mesh Chairs having hydraulic adjustable level and synchro tilt mechanism
2.	Floor Coverings	Providing Carpet floor covering as per the approved pattern in the form of Nylon Carpet tiles over 100mm raised flooring to incorporate the electrical & LV wiring in compliance with the Statutory Guidelines & Standards in the entire Pavilion.
3.	Partition	The partition system shall be made in commercial ply/ board stiff in all respects
4.	Ceiling	The ceiling shall be made in commercial ply/ hard surface with finish as per the design intent. The Powder coated Mild Steel trusses shall be provide in the ceiling of walkways as per design intent with a provision of focus lights for display.
5.	Electrical work, fire fighting works	Electrical work, fire-fighting work has to be carried out as per the specification/guidelines laid by the local statutory bodies and strictly comply with the local building codes bye laws.
6.	Logos & Prints	Digitally printed self-adhesive vinyl (3M or equivalent) to be used Country Logo and Installation Wall (as per enclosed draft design)
7.	Equipment	a) Digital Wall at the backside of performance area and all other surfaces as demarcated in the plan. b) Coffee machine and small microwave in dry pantry. c) Planters with plants in all locations as marked.
8.	Submission	Models/conceptual drawings etc must be submitted on the date of the receipt of tenders. Required models, if any, may be returned to their owner if they claim them within four weeks from the date of opening of the tenders. The selected design including all the documents/ model & engineering details submitted by the Tenderer shall be the sole property of Bid inviting Organisation.

3. The charges should be inclusive of the following:

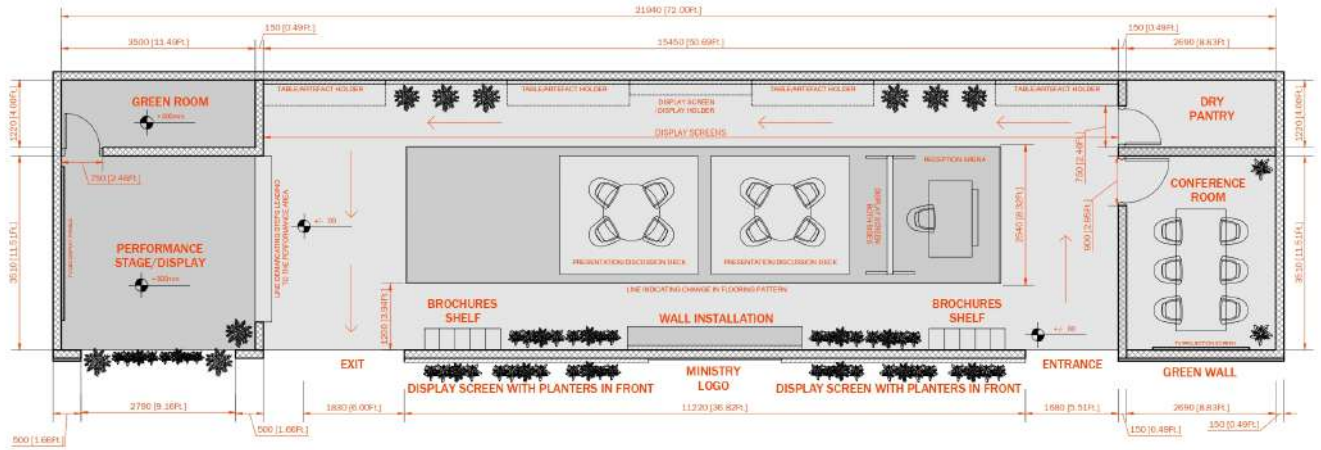
- a) Transportation of all material during erection and dismantling of pavilion.
- b) Clearing of site i.e., leaving the site in the same shape as given before commencement of erection work.
- c) Insurance for materials and third-party liability for workmen/ others as required for erecting/dismantling the pavilion for the appropriate period.
- d) Any temporary electric connections/D.G. Set of capacity as per requirement including power/fuel consumption.
- e) Cleaning of the pavilion at least twice a day and ensuring proper overall upkeep and maintenance.
- f) The contractor has to maintain the electrical system in working order. During the period of exhibition, if any bulb, fitting, wire, switch, board etc., goes out of order, the contractor has to repair/replace and maintain the same immediately without any extra cost claim from Government
- g) If any defect occurs during the period of exhibition the contractor has to rectify it the same day by putting more men on the job without any extra claim.

4. General Guidelines

- i. The execution agency shall comply with the concept plan annexed with the specification sheet and get all shop drawings approved from the Competent Authority before proceeding with the production.
- ii. The Pavilion shall be in knock down form and produced in the workshop. Only 2 days shall be given for assembly at site shall be give.
- iii. The Pavilion material shall be once assembled before dispatch to the Expo site and got inspected by the Competent Authority.
- iv. The unassembled Pavilions will be furnished by Contractor in all respects. Contractor shall provide all labor, materials, equipment, independent testing, including but not limited to survey & layout, foundation and subgrade materials, aggregate, reinforcing & chairs, embeds and anchors, grout, concrete, control & expansion joints, curing compounds, protection of coatings and adjacent surfaces from concrete and Fabrication activities, temporary barricades and weather protection for your work, landscaping and minor grading as a result of your work, for a complete finish of the Pavilions and Access Improvements.
- v. All structures shall be constructed in strict accordance with the local code requirements statutory compliances. All equipment shall be rigid, straight, plumb and level. All equipment shall be secured with manufacturer's fastening devices. No protrusions of any kind shall be allowed upon completion of installation.
- vi. Contractor shall be responsible for all costs associated with the immediate removal of all packing materials and cartons and legal disposal of such materials off-site.
- vii. The contractor shall restore all areas disturbed as a result of theFabrication work to match original conditions.

- viii.** The contractor shall be responsible for maintaining site security throughout the installation. This shall include erecting a temporary plastic safety fence or similar barrier around the area required for installation, including space or storage of materials and equipment. The contractor shall also be responsible for posting "No Trespassing" signs at the site during installation.

**Tender drawings and 3D Model of India Pavilion
(CAD file will be provided through email on request)**



- HATCH INDICATING FLOORING PATTERN [1]
- HATCH INDICATING FLOORING PATTERN [2]
- HATCH INDICATING TEMPORARY WALLS AS/SPECIFICATIONS
- ARROWS DEMARCATING SUGGESTED MOVEMENT OF VISITORS
- HATCH INDICATING DISPLAY SCREENS/TV UNITS/LED PANELS





Outside Central Wall for Country Logo



Inside Central Wall for Participation Theme



Annexure V

Tender Submission Letter

Date: _____

To
Embassy of India,
Buitenrustweg 2, 2517 KD,
The Hague, The Netherlands

Sub: Tender for Selection of Agency for the fabrication of India's Pavilion at International Horticulture Exhibition (Floriade Expo 2022), Almere, Netherlands till 10th April, 2022 and its comprehensive maintenance up-to 7th October, 2022

Ref: Tender document no. _____ dated _____

Dear Sir,

I/ We, the undersigned offer to undertake works regarding subject matter and hereby submitting our bid. I/We, hereby declare that:

- (a) We are submitting herewith the details of our organization as well as structure and our Bid for fabrication of India's Pavilion at International Horticulture Exhibition (Floriade Expo 2022), Almere, Netherlands till 10th April, 2022 and its comprehensive maintenance up-to 7th October, 2022 as per the requirements of the tender Document, for your evaluation and consideration.
- (b) I/We have read carefully all the terms and conditions of Tender document attached hereto and hereby agree to abide by the said terms and conditions.
- (c) The Bid Security Declaration also submitted against the Earnest Money Deposit (EMD) in Envelope A.
- (d) The bid is unconditional.
- (e) I/We undertake that document submitted are genuine/ authentic and nothing material has been concealed. I/We understand that the contract is liable to be cancelled, if it is found to be having obtained, through fraudulent means/concealment of information.
- (f) We shall make available to the Indian Embassy at the Hague, Netherlands and NHB any additional information it may find necessary or require to clarify, supplement or authenticate the Bid.
- (g) Until a formal agreement is prepared and executed, acceptance of this Tender document shall constitute a binding contract between Indian Embassy at the Hague, Netherlands and us subject to the modifications, as may be mutually agreed to, between Indian Embassy at the Hague, Netherlands and us.
- (h) We agree to keep this bid valid for acceptance for a period of **thirty (30) days** from the date of opening the bid.

We understand that the Indian Embassy at the Hague, Netherlands / NHB is not bound to accept any tender that the Indian Embassy at the Hague, Netherlands / NHB receives.

Yours faithfully,

Authorized Signatory

(With Name, Designation, Contact no. and Seal) *Note: On the Letter head of the Bidder*

STRUCTURE AND ORGANIZATION

1. Name and address of Bidder:

Telephone No.:

Fax No.:

Email address:

2. Legal status of the applicant

3. Particulars of registration with various Government bodies

4. Designation of individuals authorized to act for the organization.

5. Was the applicant ever required to suspend construction for period of more than six months continuously after commencing construction? If so, give the name of the project and reason for not completing the work.

6. Has the applicant or any constituent partner in case of partnership firm, ever been debarred / black-listed for tendering in any organization at any time? If so, give details.

7. Any other information considered necessary but not included above.

Annexure VI

Similar works completed in Netherlands during the last 5 years as per Bid document condition

Title, Location and Brief Description of work	Work Value in Euro	Contract Period for Completion	Actual period for Completion	Litigation / Arbitration pending, with details

Supporting/ Relevant documents such as copies of documents as stipulated in the **Eligibility Criteria** to be attached. Assignments which are not supported by documentary evidence shall not be considered for evaluation.

.....
Name of the Bidder

Signature of the authorized signatory: _____

Name of the Authorised Signatory: _____

Date: _____

Place: _____

Annexure VII**Financial Information of Bidder's Organization***(In Euro)*

S. No.	Parameters	Year 2019	Year 2020	Year 2021
1	Annual turnover of _____ during last immediate three years			
	Average			

Note:

- *The firm should have average annual turnover of at-least / more than 150000 Euro during last three years.*
- *Self-Attested details to be submitted at the time of submission of Proposal. In case of selection, successful Bidder shall be required to submit the CA Certificate for the last three along with acceptance of the Work Order.*

Annexure-VIII

Format of Pre-Proposal Queries

To
Embassy of India,
Buitenrustweg 2, 2517 KD,
The Hague, The Netherlands

Sub: Tender for Selection of Agency for the fabrication of India's Pavilion at International Horticulture Exhibition (Floriade Expo 2022), Almere, Netherlands till 10th April, 2022 and its comprehensive maintenance up-to 7th October, 2022

Ref: Tender document no. _____ dated _____

Dear Sir,

Following are the Clarifications and Comments from the Terms and Conditions and Scope of Work for the subject tender document:

S. No.	Clause No. and Page reference	TENDER DOCUMENT text	Query
1			
2			
...			

Yours faithfully,

Authorized Signatory
(with Name, Designation, Contact no. and Seal)

Note:
On the Letter head of the Bidder

Annexure IX

DETAILS OF TECHNICAL AND ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK

Total No. Of Technical personnel	Total No. of Administrative personnel	No. of technical personnel to be involved in this project.	No. of Administrative personnel to be involved in this project

Give Name, Qualification and Experience details of Four Key Technical personnel.

Sr. No.	Name	Designation	Educational and Professional Qualification	Years and Nature of Experience
1.				
2.				
3.				
4.				

.....
Name of the Bidder

Signature of the authorized signatory: _____

Name of the Authorised Signatory: _____

Date: _____

Place: _____

ARTICLES OF AGREEMENT

This AGREEMENT made the.....day of, 2022 between the Embassy of India, The Hague, Netherlands on behalf of National Horticulture Board, Ministry of Agriculture and Farmers Welfare, Government of India of the one part and.....represented by its Sole Proprietor/ Partner/ Managing Director or authorised representative of the agency (herein called the Bidder) of the other part.

WHEREAS the BOARD is desirous that certain works should be executed viz:

.....
.....

Fabrication and Maintenance of India Pavilion at International Horticulture Exhibition (Floriade Expo 2022) at Almere, Netherlands and has accepted a tender by the Contractor for the above work till completion of such works upto the completion of defects liability period.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. Definitions
 - 2.1 The “BOARD” is the National Horticulture Board represented through the Managing Director, Ministry of Agriculture and Farmers Welfare, Government of India.
 - 2.2 The “CONTRACTOR” is the successful Tenderer on whom a work order or a Letter of Intent has been issued by the BOARD and the legal successors in title to such person, but not (except with consent of the BOARD) any assignee of such person.
 - 2.3 The BOARD is who mentioned as such in this Agreement and shall include their legal representatives, assigns or successors. The authorised representative of the BOARD shall have the authority to act on behalf of the BOARD with respect to all matters pertaining to the work. Contractor performance, specifications, drawing, schedule of quantities and schedule of rates, etc. communications concerning these matters received by the consultant, or a duly authorised representative of the consultant, from the Contractor shall be deemed to have been received by the BOARD. The above referenced are treated throughout the contract as if each were of the singular and masculine gender.
 - 2.4 The “SITE” shall mean the site of the contract works in **International Horticulture Exhibition (Floriade Expo 2022) at Almere, Netherlands**
3. The following documents shall be deemed to form and be read and construed as part of this agreement viz:
 - a. Invitation for Bid
 - b. The original tender offer submitted by the Bidder
 - i. Instruction to bidders
 - ii. General information and Conditions of contract
 - iii. General information
 - iv. Scope of work
 - v. Detailed technical specifications of all items

- vi. Tender drawings including Cad drawings and 3D model of India Pavilion
 - vii. Annexures - Forms and Formats
- c. Subsequent correspondence exchanged between the BOARD and the Contractor upto the date of issuance of the Letter of Intent by the BOARD.
- d. The Letter of Intent issued by the BOARD to the Contractor, vide letter no..... and dated.....
4. The BOARD hereby covenants to pay the Contractor in consideration of Fabrication and Maintenance of India Pavilion and completion of the whole works, including the defects liability period, at the contract cost in the manner prescribed under the Contract.

IN WITNESS whereof the parties hereto have here under set their respective hands and seals on the day, month and year referred to above.

**Signed by duly authorised signatory from Embassy of India,
for and on behalf of the BOARD**

Witness

**Signed by duly authorised signatory
for and on behalf of the Successful Bidder**

Witness

Financial Bid Document Format

Construction and Maintenance of India Pavilion at the International Horticulture Exhibition (Floriade Expo 2022) at Almere, Netherlands

Item Description	Total Amount (Euro) (Inclusive of all taxes*)	
	Total Composite Price	Total Composite Price
Fabrication of India's Pavilion as per the scope of work stipulated in Tender document		
Maintenance from 11 th April to 7 th October, 2022		
Grand Total		

***Please indicate below tax component at total composite bid price.**

.....
Name of the Bidder

Signature of the authorized signatory: _____

Name of the Authorised Signatory: _____

Date: _____

Place: _____