

India Trade Promotion Organization

Tender ID: 2023_ITPO_775097_1

Date: 20.10.2023

CORRIGENDUM-I

SELECTION OF AGENCY FOR PROVIDING CONCEPTUAL DESIGN, SCENOGRAPHY AND ARCHITECTURAL SUPERVISION FOR THE INDIA PAVILION AT WORLD EXPO 2025, OSAKA

S. No.	As per RFP	Now to be read as
1.	<p>Earnest Money Deposit and Performance Guarantee</p> <p>S. No. 2.3.1 page No.8</p> <p>Earnest Money Rs.20.00 Lakh</p> <p>Which shall be refunded after submission of Performance Guarantee by the Selected Bidder. In respect of the other Bidders, it shall be refunded immediately after their disqualification at appropriate stages.Rs.20 Lakhs is required to be paid through DD/RTGS/ NEFT etc.</p> <p>2.3.3 Authority will not be liable to pay any interest on EMD. EMD of Bidders who do not qualify or qualify but not found successful shall be returned, without any interest, within one month after issue of LOA to the Successful Bidder or when the selection process is cancelled by Authority. The EMD of Successful Bidder shall be returned adjusted against Security deposit to be deducted progressively from the bills to be paid time to time</p>	<p>Earnest Money Deposit and Performance Guarantee</p> <p>S. No. 2.3.1 page No.8</p> <p>Earnest Money Rs.10.00 Lakh</p> <p>Which shall be refunded after submission of Performance Guarantee by the Selected Bidder. In respect of the other Bidders, it shall be refunded immediately after their disqualification at appropriate stages.Rs.10 Lakhs is required to be paid through DD/RTGS/ NEFT etc.</p> <p>2.3.3 EMD shall be refunded after submission of Performance Guarantee by the Selected Bidder. In respect of the other Bidders, it shall be refunded immediately after their disqualification at appropriate stages</p>
2.	<p>Annexure 'D' Page No.84</p> <p>ANNEXURE D: CERTIFICATE OF SOLVENCY FROM A SCHEDULED BANK</p>	<p>DELETED</p> <p>Certificate of Solvency replaced with Networth certificate of minimum Rs. 2 crores issued by certified Chartered Accountant with UDIN.</p> <p>Refer Annexure-F</p>
3.	<p>Clause no. of 10.11 under payment terms of LCSA services in RFP on page number 54.</p> <p>100% of Fees for Part C of Scope – spread as equated quarterly payments till the handing over of the site after demolition over the deliverable timeline as per sub-section 8 above.</p>	<p>Clause no. of 10.11 under payment terms of LCSA services in RFP on page number 54.</p> <p>100% of Fees for Part C of Scope – spread as equated monthly payments till the handing over of the site after demolition over the deliverable timeline as per sub-section 8 above.</p>
4.	<p>Clause no. of 12.3 under minimum qualification criteria in RFP on page number 56.</p> <p>Bidder must have minimum annual turnover of INR 10 crores from the business of providing Consultancy and Other Services during the last 03 years (2022-23, 2021-22, and 2020-21). (A certificate from Statutory Auditor should be submitted)</p>	<p>Clause no. of 12.3 under minimum qualification criteria in RFP on page number 56.</p> <p>Bidder must have minimum average annual turnover of INR 7 crores from the business of providing Consultancy and Other Services during the last 03 years (2022-23, 2021-22, and 2020-21). (A certificate from Statutory Auditor should be submitted)</p>

5.	<p>Clause no. of 12.4 under minimum qualification criteria in RFP on page number 56.</p> <p>Bidder should have completed at least one assignment in planning, conceptualization and design detailing of large scale national / international level exhibitions or projects in the last seven years (i.e., assignments completed on or before 30thSept, 2016 will not be eligible) with project or exhibition value of more than Rs. 100 Crores in each case.</p>	<p>Clause no. of 12.4 under minimum qualification criteria in RFP on page number 56.</p> <p>Bidder should have completed at least one assignment in planning, conceptualization and design detailing of large scale national / international level exhibitions or projects in the last ten years (i.e., assignments completed on or before 30thSept, 2013 will not be eligible) with project or exhibition value of more than Rs. 100 Crores in each case. The value of executed work shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of previous month of receipt of tender.</p>
6.	<p>Page no. 16</p> <p>2.13 (13) Submission details- Submission of Proposal before 1600 hours (IST) of the scheduled last date as per 2.12. The proposal will be submitted in a sealed cover as per 2.5.1. The address for submission of physical proposal is CMD, ITPO, Pragati Bhawan, Pragati Maidan, New Delhi-110001 (INDIA)</p>	DELETED
7.	<p>2.13 Data Sheet page no 15</p> <p>(5) Performance Guarantee - (Five percent) 5% of Bid Value</p> <p>(6) Security Deposit - 2.5% of Bid Value</p> <p>2.1.10 – Consortium page no. 7</p> <p>The member in a consortium that holds more than 50% shareholding, is responsible for more than 50% of the financial obligations and envisages to be the recipient of more than 50% of the receivables under the JV Agreement shall be the lease partner (“LEAD PARTNER”)</p>	<p>2.13 Data Sheet page no 15</p> <p>Performance Guarantee - (Five percent) 5% of Bid Value</p> <p>There shall be no Security Deposit</p> <p>2.1.10 – Consortium page no. 7</p> <p>The member in a consortium that holds more than 50% shareholding shall be the lead partner (“LEAD PARTNER”)</p>
8.	<p>Page-51 clause 7. Consideration</p> <p>Part B - Concept Design and Architectural Supervision of the Pavilion</p> <p>The Bidder is required to quote and calculate the fees as a percentage of the execution cost for the services to be performed against the requirements of Part B of the Scope of Assignment. As an initial estimate, the Bidder shall assume the estimated cost to be Rs. 50 Crores for this component and submit the fees towards Part B of the Scope, accordingly. During execution of assignment, the quoted fees will be converted to derive the applicable percentage on the estimated cost of Rs. 50 Crores.</p> <p>Based on above, the payment to the Agency during execution of Assignment shall be made as per the derived percentage on the actual cost obtained in the tender process of vendor selection for exhibits, installations, and content</p>	<p>Page-51 clause 7. Consideration</p> <p>Part B- Programme Management for Exhibits and Contents</p> <p>The Bidder is required to quote and calculate the fees as lump sum amount analyzing the same as percentage of the execution cost for the services to be performed against the requirements of Part B of the Scope of Assignment. As an initial estimate, the Bidder shall assume the estimated cost to be Rs. 50 Crores for this component and submit the fees towards Part B of the Scope, accordingly. During execution of assignment, the quoted fees will be converted to derive the applicable percentage on the estimated cost of Rs. 50 Crores.</p> <p>Based on above, the payment to the Agency during execution of Assignment shall be made as per the derived percentage on the actual cost obtained in the tender process of vendor</p>

	<p>creation. The payments to Agency under this Part B of scope shall be kept pro rata considering the possibility that different vendors may be selected at different stages of the assignment for various components of exhibits, installations, and content creation. Accordingly, the payment schedule in this sub- section 9 specifies the pro rata mode of payment realization for the Agency.</p> <p>Part C - Local Coordination and Supervision Agency (LCSA) Services The costs / fees towards engagement and delivery of scope] work enlisted in sub-section 6.3 shall be borne by PDMA and all costs associated with Local Coordination and Supervision Agency (LCSA). The fees for LCSA Services, along with Part A shall be quoted in lumpsum for the delivery of required scope of services.</p>	<p>selection for exhibits, installations, and content creation. The payments to Agency under this Part B of scope shall be kept pro rata considering the possibility that different vendors may be selected at different stages of the assignment for various components of exhibits, installations, and content creation. Accordingly, the payment schedule in this sub- section 9 specifies the pro rata mode of payment realization for the Agency.</p> <p>For example. If the bidder quotes an amount of Rs. 5crores in this section, it means that he has quoted 10% fees.</p> <p>Accordingly, if the actual work executed at site under this head is Rs. 25 crores against the estimated cost of Rs. 50crores, the bidder can claim fee of Rs. 2.5crores against the quoted amount of Rs. 5crores.</p> <p>Part C - Local Coordination and Supervision Agency (LCSA) Service</p> <p>The costs / fees towards engagement and delivery of scope of work enlisted in sub-section 6.3 shall be borne by PDMA and all costs associated with Local Coordination and Supervision Agency (LCSA). The fees for LCSA Services, shall be quoted in lumpsum for the delivery of required scope of services</p>												
9.	<p>Page no. 73</p> <p>4.1.8 Penalty</p> <p>4.1.8.1 Penalty: The selected agency has to provide services as per the requirements of the RFP. In case the services rendered are not as per the requirement of the Department which shall be communicated from time to time, the selected agency will have to come up with a solution within a given agreed timeframe failing which 20% will be deducted from the amount payable. The other form of penalty not mentioned in the RFP or Agreement will be decided by the appropriate authority on case-to-case basis.</p>	<p>Page no. 73</p> <p>4.1.8 Penalty</p> <p>4.1.8.1 Penalty: The selected agency has to provide services as per the requirements of the RFP. In case the services rendered are not as per the requirement of the Department which shall be communicated from time to time, the selected agency will have to come up with a solution within a given agreed timeframe failing which maximum of 10% will be deducted from the amount payable. The other form of penalty not mentioned in the RFP or Agreement will be decided by the appropriate authority on case-to-case basis.</p>												
10.	<p>Page 74</p> <p>b) occurrence of any of the events listed in sub-clauses (a) through (f) of Clause 3.3.2</p>	<p>Page 74</p> <p>b) occurrence of any of the events listed in sub-clauses (a) through (f) of Clause 3.2.2</p>												
11.	<p>New Clause added</p>	<p>Page 15-16 Data Sheet 2.13 (15) Net Worth minimum Rs. 2 crores issued by certified Chartered Accountant with UDIN.</p>												
12.	<p>Page – 14& 15 Schedule of Selection Process</p> <table border="1"> <tr> <td>Proposal Submission end date</td> <td>26.10.2023</td> </tr> <tr> <td>Opening of Proposal</td> <td>27.10.2023</td> </tr> <tr> <td>Presentation by qualified bidders</td> <td>30.10.2023</td> </tr> </table>	Proposal Submission end date	26.10.2023	Opening of Proposal	27.10.2023	Presentation by qualified bidders	30.10.2023	<p>Page – 14 & 15 Schedule of Selection Process</p> <table border="1"> <tr> <td>Proposal Submission end date</td> <td>15.11.2023</td> </tr> <tr> <td>Opening of Proposal</td> <td>16.11.2023</td> </tr> <tr> <td>Presentation by qualified bidders</td> <td>20.11.2023</td> </tr> </table>	Proposal Submission end date	15.11.2023	Opening of Proposal	16.11.2023	Presentation by qualified bidders	20.11.2023
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13	New Clause added	Page 15-16 Data Sheet 2.13 (16) Scanned copy of relevant documents PAN No, GST number, EPF & ESI registration number
14	Page 48, Clause 6.3 LCSA, 6.3.1 (d)-(ii) Must have a minimum work experience of carrying out projects of comparable magnitude i.e., 40% of the total project cost of India Pavilion (Rs. 250 crores)	Page 48, Clause 6.3 LCSA, 6.3.1 (d)-(ii) Must have a minimum work experience of carrying out projects of comparable magnitude i.e., 40% of the total project cost of India Pavilion (Rs. 150 crores)
15	New Clause added	Page 48, Section 6.3 LCSA, 6.3.1 (e)The Bidder shall submit the details of the LCSA engaged along with the Technical Proposal at the time of bid, along with supporting documents which include: i. Copy of valid working license of Japan ii. Proof of work experience - work orders/completion certificates iii. Copy of signed agreement/contract between the PDMA and the LCSA
16	New Clause added	Page 48, Section 6.3 LCSA, 6.3.1 (f) Under exceptional and unforeseen circumstances viz. the LCSA not being able to deliver efficiently and effectively etc., the Agency shall have the power to replace the same and appoint a new LCSA, subject to the approval of ITPO. i. Provided that the newly appointed LCSA must fulfil the qualifications required for the engagement of LCSA as per the PFP. ii. Provided further that the Agency shall replace the LCSA only once during the entire contract period
17	New Clause added	Page 44, c) Stage-3: Tendering and Contractor Selection Stage vii. The contract for the Design Build contractor shall be entered into and executed between the contractor and an authorized representative of the Government of India only.
18	New Clause added	Page 15-16 Data Sheet 2.13 (17) LCSA documents: i. Copy of valid working license of Japan ii. Proof of work experience - work orders/completion certificates iii. Copy of signed agreement/contract between the PDMA and the LCSA

GENERAL MANAGER

Works Division

NET WORTH CERTIFICATE

(on the Letter head of Registered Chartered Accountant)

This is to certify that the Net worth of M/s. / Mr. / Ms. as on is Rupees only as per the statement of computation of even date annexed hereto. It is further certified that the computation of Net worth, based on my/ our scrutiny of the books of accounts, records and documents, is true and correct to the best of my / our knowledge and as per information provided to my / our satisfaction.

Place:

For (Name of Accounting Firm)

Date:

Name of Partner Chartered Accountant Membership Number

(Rubber Stamp)

Computation of Net worth

(Annexure forming part of the Net worth Certificate of Dated____)

The net worth has been computed as per the format given below for the Financial Year ending _____ :

(Rs in Crores)

Paid up Capital (A)	
Add: Equity Share Premium (B)	
Add: Reserve & Surplus (excluding revaluation reserves) (C)	
Less : Statutory Reserves (D)	
Less: Revaluation Reserves (E)	
Less: Accumulated losses if any – (F)	
Less: Intangible Assets included in the balance sheet (G)	
Less: Miscellaneous Expenditure to the extent not written off– (H)	
Total Net worth ((A+B+C)-(D+E+F+G+H))	

Place:

For (Name of Accounting Firm)

Date:

Name of Partner Chartered Accountant Membership Number

(Rubber Stamp)