

## **INVITING BIDS FOR DESIGNING AND CONSTRUCTION OF APEDA PAVILION IN INTERNATIONAL TRADE FAIR AT ANAHEIM, CA, USA FROM 10<sup>TH</sup> TO 12<sup>TH</sup> MARCH, 2016**

Agricultural and Processed Food Products Export Development Authority (APEDA), an autonomous body of Ministry of Commerce & Industry, Government of India is participating in Natural Products Expo West being held from 10 to 12 March, 2016 at Anaheim, CA, USA. Agencies engaged in the designing and construction of pavilions in the trade fairs are invited to participate in a meeting in APEDA conference room on Monday, February 29, 2016 at 3.00 PM and make presentation about their concept of designing APEDA pavilion over a space of 1200 Sq. ft. in the international pavilion (Layout of the Event and scope of work is at [Annexure 1](#)).

### **2. Eligibility Criteria :**

Participation from agencies having following minimum qualifications only will be allowed to participate in the process on turnkey basis:

- i) Must be a registered business entity/service provider. Having registration no. of TAN/Direct tax/Income tax/Trade Tax/VAT/GST, etc. as applicable.
  - ii) A minimum of 5 years experience in conceptualizing, designing and executing the projects on turnkey basis for setting up of pavilion(s) in International events organized outside India.
  - iii) A turnover of minimum Rs.5,00,00,000/- (Rupees Five Crores only) during the preceding financial year i.e. 2014-15 for implementation of Event Management Business pertaining to international Trade Fair Pavilion.
  - iv) Submission of EMD in the form of DD for the amount of Rs. 1,00,000/- (Rupees One Lakh only) in favour of "APEDA" payable at New Delhi is essential. Participation in the process will not be accepted without the EMD.
  - v) A self certified undertaking has to be submitted mentioning that they have never been blacklisted by any government organization and the same is not applicable as on date.
3. Information in respect of the above is to be provided in the technical bid format and copy of the certificate/proof must be attached. These documents should be in the name of applicant organisation only and not that of group/sister organisations. In other words, name of applicant organisation should be same in all the documents submitted.
  4. The bid format as per [Annexure 2](#), complete in all respect in a sealed cover, must reach Ms. Reeba Abraham, Assistant General Manager, APEDA by 12.00 noon on Monday February 29, 2016. The agency is required to sign each page of the bid documents by the

authorized signatory. The participants whose offers are received by 12.00 noon, will be intimated by e-mail by 2.00PM on the same day intimating acceptance or otherwise of their technical qualifications and participation will be accepted of those who are found meeting the eligibility criteria. These parties would be required to make a presentation of their technical concept before the selection committee at 3.00 pm same day.

5. At the end of the technical presentation by all participants, selection committee would announce the names of those participants which are found acceptable on the basis of their technical competence and the concept /design for the proposed fair.
6. The finally selected design by APEDA will be shared at the end of the meeting with all the parties whose presentations are found acceptable by the selection committee. These parties will then be asked to submit financial bids by 5.00 pm on March 2, 2016. The financial bids will be opened at 5.00 pm in the presence of the bidders who wish to be present.
7. The successful bidder whose financial bid is accepted by APEDA on the basis of the above stated bid process would be required to execute the work by the desired date and hand over the completed pavilion to the participants of the trade fair by 5.00 pm March 9, 2016 (local time, Anaheim, CA, USA).
8. The approved bidder will work under the directions and guidance of APEDA. It shall be the sole responsibility of the Agency to ensure all activities undertaken by them for APEDA are in accordance with the legal framework.
9. Bid value should be quoted in Indian Rupees only including all applicable taxes.
10. The EMD will be refunded to the unsuccessful bidder after the selection of the vendor. For the selected bidder, EMD amount would be adjusted in the final payment.
11. It shall be responsibility of the agency to ensure applicability of local laws in respect of the manpower hired by them.
12. APEDA requires that bidders under this contract observe the highest standard of ethics during the period of agreement and free from any vigilance enquiry. The bidders have to bear the cost associated with the preparation and submission of tender documents to APEDA.
13. APEDA will reject a proposal for award of work if it is determined that the agency recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

14. APEDA will declare an Applicant/Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts, if it at any time determines that the Applicant/Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
15. Agency will indemnify APEDA against any claims, loss, suit, liability or judgment suffered.
16. The agency will provide new carpet inside the Pavilion as per the colour approved by APEDA.
17. The material such as wall panels, wood material, furniture, display aids etc. to be used by the agency has to be of good quality. As mentioned earlier, photographs of the furniture to be provided shall be shown and submitted at the time of presentation.
18. A self certified undertaking has to be submitted mentioning that they have not been blacklisted by any government organization and the same is not applicable as on date.
19. As per the TPs/designs to be arranged from the concerned exhibitors. The panels and the posters prepared by the agency shall be identical in dimensions to maintain symmetry.
20. Vendor has to submit the soft copy (in cdr format) of final design of pavilion, panels prepared for APEDA alongwith the report of APEDA's participation in APEDA before settlement of final payment.
21. APEDA reserves the right to:
  - Copy right of designing of Pavilion and graphics.
  - Make minor changes in the Design plan.
  - Extend the deadline for the submission of applications/bid documents at its discretion.
  - Accept or reject any proposal at any time prior to award of contract/order, without assigning any reasons and without any liability on APEDA.
  - Suspend the project, cancel the contract with the selected party in part or in the whole at any time if in the opinion of the APEDA it is necessary or expedient in the public interest. The decision of the APEDA shall be final and binding in this regard. APEDA shall also not be responsible for any damage or loss caused or arise out of aforesaid action.
  - Modify terms and conditions of the contract which shall be granted to the successful bidder after the bidding process, if in the opinion of the APEDA, it is necessary or expedient to do so in public interest or for proper

implementation of the project. The decision of the APEDA shall be final and binding in this regard.

- For interpretation of any clause of this document, the decision of Chairman APEDA would be final and binding on both the parties i.e., bidder and APEDA.

22. The selected bidder will be responsible to ensure that suitable manpower is present at the site for construction and maintenance of the pavilion and coordination of the event till the end. The selected bidder would settle all the applicable bills of the organizers by the end of the Event.

23. Power supply and main electrical connections, water supply and other support system etc., shall be available as per the show organizers recommendations. Accordingly, aforesaid provisions need to be checked by the selected bidder.

24. In case of failure of successful bidder to execute the job, EMD will be forfeited and the party will be blacklisted by APEDA without prejudice to other actions as considered appropriate by APEDA.

## **25. Force-Majeure**

If at any time, during the continuance of this contract, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the contractor), fire, floods, natural calamities for any act of GOD (hereinafter referred to as EVENT), provided notice of happenings of any such EVENT is given by the affected party to the other, within 15 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the this contract, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance provided the contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist. The decision of the CHAIRMAN, APEDA as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days either party may, at his option terminate the contract.

## **26. Arbitration**

All matters of dispute arising out of this shall be governed by Indian law and subject to Court jurisdiction in New Delhi only. Both the party shall make all effort to resolve any

dispute by way of reconciliation. In the event of any question, dispute or difference arising under the agreement in connection therewith (except as to matters, the decision to which is specifically provided under this agreement) remains unresolved, the same shall be referred to sole arbitration of the CHAIRMAN, APEDA and the decision given shall be binding on the parties. The provisions of Indian Arbitration & Conciliation Act 1996 shall apply on both the parties. The venue of the arbitration proceeding shall be the office of APEDA or such other place as the CHAIRMAN, APEDA may decide. Upon any and every reference as aforesaid, the assessment of costs and incidental expenses in the proceedings for the award shall be at the discretion of the CHAIRMAN, APEDA.

#### **27. Terms of Payment:**

Payments to the successful bidder will be made as per following schedule:

- An advance up to 50% of the total cost, on submission of proof of expenses incurred or against bank guarantee of equal amount..
- Balance amount would be released on completion of the event pursuant to receipt of satisfactory report of the officer(s) deputed for the event.
- The Bidder has to bear all the costs associated with the preparation and presentation.

#### **28. Performance Assurance**

If performance of the agency is not upto the mark or is less in any of the deliverances/the measurable output is less than envisaged as per scope of work, then a part of the total bid value will be retained by APEDA at the time of final payment. Decision of APEDA shall be final in this regard.