

**Tender for submission of bids for designing and construction of India pavilion at ANUGA 2019
scheduled from 5-9 OCTOBER 2019 at Cologne, Germany**

CPPP_Tender_ID : 2019_APEDA_457886_1

1. Requirement

1.1 ITPO & Agricultural and Processed Food Products Export Development Authority (APEDA) is participating in **ANUGA 2019 scheduled from 5-9 OCTOBER 2019 at Cologne, Germany** (hereinafter referred to as the "Event"). To set up its pavilion to display and market the Indian Agricultural and Processed Food Products.

1.2 The area to be constructed of the India Pavilion for the Event is approx. 1260 Sq.mtrs. (as per layout) attached.

2. Eligibility for submission of Bids Agencies having following minimum qualifications are, hereby, invited to bid for the event on turnkey basis.

2.1 Must be a registered business entity/service provider. Registration no. of TAN/Direct tax/Income tax/Trade Tax/VAT/GST, etc. as applicable may be quoted in the technical bids 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.

2.2 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.

2.3 A turnover of minimum Rs.5,00,00,000/- (Rupees Five Crores only) during the preceding financial year i.e. 2018-19 for implementation of Event Management Business pertaining to international Trade Fair Pavilion.

2.4 EMD in the form of DD for the amount of Rs. 2,00,000/- (Rupees Two Lakh only) in favour of "APEDA" payable at New Delhi is essential for the bid without which the bid offer will be rejected.

2.5 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. SCOPE OF WORK

The proposed INDIA pavilion will be designed using complete wooden material including the common area, sampling and participant's area. The scope of work for the Event shall include the following:

3.1 Common facilities: (Excluding the exhibitor stalls) will include:

Common area (Excluding the exhibitor stalls) in an approx. area of 36 Sq. mtr. with adequate space for wet sampling will include:

1. Common area would include area for to accommodate biryani sampling or other processed food testing.
2. Meeting room with sofa sitting and 3 open sitting with round table and chairs.
3. 100mm raised platform with beige parquet wooden flooring recessed LED light.
4. Partition walls in double side timber claded with MDF (minimum size 50mm) in paint finish.
5. Custom built reception table with front trans light on both side.
6. The vendor shall arrange to upload at least three minutes video on the YouTube after completion of the event and providing link on APEDA and ITPO's website.
7. The vendor shall arrange bouquets at least five numbers per day for the VIP's or as directed by the officer of APEDA / ITPO.
8. Top hanging - 4 nos. of 20ft x 4ft double sided backlit graphics at 6 mtrs. height from the ceiling of the hall over the India pavilion for proper visibility of India's participation from the distant place, according to the guidelines of the organiser.
9. Custom built wet sampling area with adequate storage area, display counters, shelves, microwave oven, chiller, freezer etc.
10. The overall look of India pavilion should be contemporary and reflect the colour and vibrancy of modern India. A suitable branding has to be done and shall be followed all over with optimal utilization of all dimensions (specifically top section) as per the guidelines of the organizers.
11. The proposed pavilion will be custom design in completely wooden.
12. The agency shall supervise dispatch of samples/ publicity materials and in this regard identify appropriate vendor or the authorize vendor of the event for which payment will be made to the said vendor directly as per their invoice.
13. The India Pavilion branding should be on stretchable lycra or flex so that there are no wrinkles in the final get up. The common branding banners should have concealed bright – white lightings.
14. For further conditions of construction of pavilion/stalls, heights of the stall etc. you may refer **www.anuga.com** and see the stall allocated to India. The fascia and the branding which runs through the entire INDIA pavilion will be above the basic structure.
15. All the common areas for APEDA use should be distinguished with raised wooden floor.
16. The pavilion shall be brightly lit with sufficient white lights not to allow dark pockets in the complete pavilion.

17. To identify country-wise potential buyers & send mailer inviting them to visit India's pavilion.
18. The pavilion is to be set up with the maximum feasible openness all around.
19. The material such as wall panels, furniture, display aids etc. to be used by the agency has to be of a very high quality. Chairs/Tables, counters, display aids etc provided in the stand area should be of same type and colour.
20. Layout indicating the circulation plan and size of the booths is attached. The construction work has to be in accordance with the layout plan.

3.2 Wet sampling area

There shall be a separate area for wet sampling of basmati rice biryani, processed food and storage etc.

3.3 Exhibitor Stall

The selected bidder shall require undertaking for the following activities:

1. The Agency has to propose maximum nos of 9 Sq. mtr. Stalls that can be created in the area allocated for India Pavilion. Rest of the stalls may be as per availability of space. In any case the stall should not be less than 6 sq. mtr.
2. All the Individual Booths should be in wooden, and the India Branding should be at least 4.5 mtrs or up to the maximum height permitted by the organisers all around the area and should give a modern contemporary look.
3. Construction of stalls as per size mentioned in the drawing for exporters to display their products for interaction with the buyers/visitors, including the requirement of furniture.
4. Provision for lockable storage is to be proposed in each stall of about 1mtr x 1.5 mtr with shelves and door. The storage shall be created by taking half mtr space from the two back to back / adjoining stalls having common partition wall.
5. Provision shall be made available for placement of at least 3 panel posters of size 3' x 6' sq. ft. for each 9 sq. mtr. stall and in multiple thereof. The posters/ panels shall be arranged by the exporters participating in the event with ITPO/APEDA. In case, the exporters are not in a position to arrange the posters, rate for printing of posters for exhibition should be made available. The posters/panel for the common area of India pavilion needs to be developed and placed as per design approved by APEDA/ITPO.
6. The agency will be responsible for decorating the India Pavilion with graphics, buntings/flags etc. These needs to be hanged/placed/displayed at appropriate and prominent places for a creative visual effect.

3.4 Miscellaneous

1. Provision of 4 hostesses cum interpreters attired in Indian costume and one attendant for all the days during the show.
2. For wet sampling of Basmati Rice Biryani, an Indian restaurant has to be identified for preparation and serving of Biryani. The identified restaurant may be asked to prepare two types of biryani one vegetarian and other non vegetarian, transporting and delivering at exhibition site in their crockery, 2 attendants for serving and to supply the required serving material such as disposable plates, napkins and spoons etc. Charges for preparation of biryani which would be 40 kg. per day (20 kg for non vegetarian biryani and 20 kg for vegetarian biryani),and serving etc. to be included in the bid.

3. To make arrangements for preparation of biryani, Development and printing of Basmati Recipe book, Exhibitors' Directory and Processed Food fliers etc.
4. To arrange for other food products tasting.
5. Provision of one LCD/LED TV of 60 inches with DVD player. pendrive.
6. High resolution still photography for the entire event and submit two photo albums containing at least 150 photographs of 5x7 size with mat finish.
7. Necessary electricity charges would be paid by APEDA and ITPO proportionately at actual upon submission of supporting documents by the vendor.
8. Distribution of electricity to the Pavilion, all booths, entrance gates, tea/coffee counters, office, VIP lounge would be done by the agency.
9. Proper and regular cleaning of the entire pavilion will also be the responsibility of the agency.
10. The agency has to assess estimated electricity load and book in advance on behalf of APEDA and ITPO.
11. The rates shall include assembling, dismantling and transportation, maintenance, cleaning on the first day before opening of the Fair and daily thereafter including waste disposal. If the venue authorities impose any fine/penalty to APEDA/ITPO on account of poor maintenance/cleaning of the Pavilion area, the same shall be borne by the Agency.

3.5 ITPO Office/Lounge shall be constructed as per booth construction rate.

ITPO will be having an office/lounge in an area of 7 to 18 sq.mtr. (refer layout) in which following facilities are required :

1. One LED TV with stand, which will play the video of the redevelopment project of Integrated Exhibition-cum-Convention Centre (IECC).
2. One two-seater sofa
3. One coffee/tea dispensing machine with disposable glass. (The agency will ensure the presence of a local staff to man the tea/coffee vending machine/water dispensers. The agency will be responsible for refilling of tea/coffee/water dispenser machines)
4. Visitor book standard size.
5. Catalogue stand
6. Small Refrigerator
7. India/German bilateral flag (table-top)

4. General

- 4.1 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.
- 4.2 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.
- 4.3 The agency shall arrange display & serving bowls, spoons, and water etc. both and arrange for their cleaning as per the need.

- 4.4 The agency will have to settle all bills of the venue authority and/or other vendors, if any, before vacating the venue, in case these services are availed.
- 4.5 The agency will ensure presence of sufficient number of trained technical manpower (decorators, electrical, civil) available on-site throughout the show for attending to any complaint/contingency. The agency will ensure that any urgent requirement of items to be procured for India Pavilion will be made available in the shortest possible time to avoid/minimize downtime.
- 4.6 The agency will have to fulfill all the statutory requirements like workers compensation, Pay Roll Tax Industrial Relations Act etc. of the foreign country in which the trade fair/exhibition is held. The agency is required to follow work health and safety procedure/system in respect of all personnel engaged by them as per the laws of the country concerned.
- 4.7 The agency shall ensure that all clearances/NOCs/permissions required by the venue authorities/local authorities in Cologne (Germany) are obtained to the satisfaction of the fair authority.

5. TERMS AND CONDITIONS

- 5.1 The approved bidder will work under the directions and guidance of APEDA/ITPO. It shall be the sole responsibility of the Agency to ensure all activities undertaken by them for APEDA/ITPO are in accordance with the legal framework.
- 5.2 Bid value should be quoted in Indian Rupees only including all applicable taxes.
- 5.3 Interested eligible agencies may submit their bids as per Annex-I and II with supporting documents including earnest money (EMD) of Rs. 2,00,000/- (Rupees T w o Lakh only) in the form of demand draft drawn in favour of APEDA payable at New Delhi. 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.
- 5.4 It shall be responsibility of the agency to ensure applicability of local laws in respect of the manpower hired by them.
- 5.5 The agency is required to sign each page of the bid document by the authorized signatory. Validity of the bid shall be for 30 days from last day of submission of bids.
- 5.6 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.

- 5.7 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.
- 5.8 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.
- 5.9 Agency will indemnify APEDA/ITPO against any claim, loss, suit, liability incurred or judgement suffered or likely to be suffered.
- 5.10 The agency will provide new carpet inside the Pavilion as per the colour approved by APEDA/ITPO.
- 5.11 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.
- 5.12 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.
- 5.13 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.
- 5.14 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. This will be treated as property of APEDA.
- 5.15 APEDA reserves the right to:
- Copy right of designing of Pavilion and graphics.
 - Make minor changes in the Design plan.
 - The agency will be informed one week before the start of the event about the actual work to be undertaken at site. The agency will submit the bills alongwith documentary proof in original for the job relating to construction, decoration and allied services for releasing the payment. Payment will be released only for the actual work done at the site as scope of work could increase or decrease as per requirement.
 - The agency would have to “**undertake the landscaping**” along with maintenance cleaning and fire protection of the pavilion for the entire duration of the exhibition.
 - 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.

6 GUIDELINES FOR SUBMISSION OF TECHNICAL AND FINANCIAL BIDS

6.1 Sealed technical and financial bids in separate envelopes are required to be submitted mentioning the name of the event i.e., ANUGA 2019 scheduled from 5th - 9th October 2019 at Cologne, Germany in the envelope by 1st August, 2019 till 4.00 P.M. Bidders may please note that conditional bids are not allowed and would be rejected summarily. The Pre Bid meeting will be held on 22nd July, 2019 at 1100hrs. at APEDA, New Delhi.

6.2 Cover 1: Technical Bid: Super-scribe the name of the event and “Technical Bid” to include the following documents:

(Annexure I)

Mandatory details to be submitted by the Bidder:	
<ul style="list-style-type: none">Name of agency with address	
<ul style="list-style-type: none">Name and Designation of Chief Executive	
<ul style="list-style-type: none">Profile of the agency including the staff strength on payroll	
<ul style="list-style-type: none">Track Record – previous experience of handling similar nature of work (Please mention here).The company must have 5 years work experience in event management in international trade fairs pavilion (excluding advertising and printing) with copies of work orders for last two years.	
<ul style="list-style-type: none">A CA certificate certifying the turnover of the applicant bidder for the last 3 financial years. The turnover should be in the name of applicant organization only and not that of group/ sister organizations.	
<ul style="list-style-type: none">Self attested photocopies of latest Income Tax Returns for the last 5 years and self attested photocopy of the PAN Card. These documents should be in the name of applicant organization only and not that of group/sister organizations. In other words, name of applicant organization should be same in all the documents submitted.	
<ul style="list-style-type: none">An interest free Earnest Money Deposit “EMD” for Rs.2,00,000/- (Rupees Two Lakh only) in the form of draft/ irrevocable and unconditional bank guarantee in favour of APEDA, New Delhi. EMD will be returned to the unsuccessful, bidder after the final selection. For the selected bidder, EMD amount would be adjusted in the final payment.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.	

6.3 The concept/design of the pavilion with layout, decoration plan etc. as indicated above must be submitted in hard copy as well as on CD. The agency should provide 3D mages/presentation of INDIA pavilion (both hard and soft copy) clearly showing the complete projection of INDIA pavilion from different angles. It must also show the complete 3D look of standard booth of 9 sq mtrs with complete display aids and furniture. The 3D presentation should also contain graphics etc. in detail.

6.4 **Cover 2: Financial Bid: Superscribe the name of the event and “Financial Bid” (Annexure II)**

6.4.1 To include the following documents/details:

6.4.2 The financial bid shall be inclusive of taxes, however, in the invoice for the payment, taxes will be mentioned separately.

6.4.3 The **Financial Quotation**, duly dated, with break-up of major components separately in Indian Rupees only. No lump sum amount shall be considered. It should be in a separate envelope duly sealed.

Annexure II (Financial bid)

Financial bids for designing and construction of India pavilion at ANUGA 2019 scheduled from 5-9 OCTOBER 2019 at Cologne, Germany

S.No	Particular of work	Qty.	Rate	Unit	Amt. (in Rs.)
1	<p>APEDA Common area to be made in approx. 36sqm area. Common area would be double storied/mezzanine floor to accommodate biryani sampling and processed food tasting area.</p> <ul style="list-style-type: none"> • Meeting room with sofa sitting and 3 open sitting with round table and chairs at the mezzanine/first floor . • 100mm raised platform with beige parquet wooden flooring recessed LED light. • Partition walls in double side timber claded with MDF (minimum size 50mm) in paint finish. • Custom built reception table with front trans light on both side • Top hanging - 4 nos. of 20ft x 4ft double sided backlit graphics at 6 mtrs. height from the ceiling of the hall over the India pavilion for proper visibility of India’s participation from the distant place, according to the guidelines of the organiser. • One LCD/LED TV 60 Inc. with DVD player. • Custom built wet sampling of basmati rice biryani, processed food and adequate storage etc. area, display counters, shelves, microwave oven, chiller, freezer etc. • The overall look of India pavilion should be contemporary and reflect the colour and vibrancy of modern India. A suitable branding has to be done and shall be followed all over with optimal utilization of all dimensions (specifically top section) as per the guidelines of the organizers. • The proposed pavilion will be custom design in completely wooden. 				

	<ul style="list-style-type: none"> • The generic branding should be on stretchable lycra or flex so that there are no wrinkles in the final get up. The common branding banners should have concealed bright white lightings. • For further conditions of construction of pavilion/stalls, heights of the stall etc. you may refer www.anuga.com The fascia and the branding which runs through the entire INDIA pavilion will be above the basic structure. • All the common areas for APEDA use should be distinguished with raised wooden floor. • The pavilion shall be brightly lit with sufficient white lights not to allow dark pockets in the complete pavilion. • The pavilion is to be set up with the maximum feasible openness all around. Branding and visibility of India pavilion from the maximum height, as per the guidelines of the organisers. • To identify country-wise potential buyers & send mailer inviting them to visit India's pavilion. 				
2.	<p>ITPO Office/Lounge shall be constructed as per booth construction rate. ITPO will be having an office/lounge in an area of 7 to 18 sq.mtr. (refer layout) in which following facilities are required :</p> <ul style="list-style-type: none"> • One LED TV with stand, which will play the video of the redevelopment project of Integrated Exhibition-cum-Convention Centre (IECC). • One two-seater sofa • One coffee/tea dispensing machine with disposable glass. (The agency will ensure the presence of a local staff to man the tea/coffee vending machine/water dispensers. The agency will be responsible for refilling of tea/coffee/water dispenser machines) • Visitor book standard size. • Catalogue stand • Small Refrigerator • India/German bilateral flag (table-top) 				
3	<p>Construction of stalls of different sizes for each for exporters to display their products for interaction with the buyers/visitors, including the requirement of furniture as under. The proposed pavilion will be custom design in completely wooden includes:</p> <p>Provision for lockable storage in each stall of about 1 mtr x 1.5 mtr with shelves and door. The lockable storage shall be created by taking half mtr space from the two back to back / adjoining stalls having common partition wall.</p>	As per layout		Per Sqm	

	<p>Provision of posters are to be made in the stalls however, design, development of the posters will be done by the participants. Each built-up stall/booth shall have brand new carpet & the following standard furniture which is indicative :</p> <table border="1"> <thead> <tr> <th rowspan="2">ITEMS</th> <th colspan="4">Area in Sqms</th> </tr> <tr> <th><09</th> <th><12</th> <th><15</th> <th>Up to 18/20</th> </tr> </thead> <tbody> <tr> <td>Round Table</td> <td>01</td> <td>01</td> <td>02</td> <td>03</td> </tr> <tr> <td>Chairs</td> <td>03</td> <td>04</td> <td>06</td> <td>08</td> </tr> <tr> <td>Spot Lights of 100 watts or eq. Each</td> <td>05</td> <td>06</td> <td>08</td> <td>10</td> </tr> <tr> <td>Shelves</td> <td>03</td> <td>04</td> <td>06</td> <td>08</td> </tr> <tr> <td>Power Point with multiplug</td> <td>01</td> <td>01</td> <td>02</td> <td>02</td> </tr> <tr> <td>Waste Paper Basket</td> <td>01</td> <td>01</td> <td>02</td> <td>02</td> </tr> <tr> <td>Lockable Counter (jewellery showcase) of 1mx1mx0.5m with Chair</td> <td>01</td> <td>01</td> <td>02</td> <td>02</td> </tr> <tr> <td>New Carpet & Front Lit Fascia</td> <td>✓</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> </tbody> </table> <p>For area more than 18 sqm, adequate nos. of round tables, chairs, spot lights and power points will be provided on proportionate basis. Each corner booth will have 2/3 fascia.</p> <p>Design, Development and printing of posters/branding/graphics with digital print with lamination in vinyl in self adhesive form. The rates shall include design, development, printing, stretching and installation etc.</p>	ITEMS	Area in Sqms				<09	<12	<15	Up to 18/20	Round Table	01	01	02	03	Chairs	03	04	06	08	Spot Lights of 100 watts or eq. Each	05	06	08	10	Shelves	03	04	06	08	Power Point with multiplug	01	01	02	02	Waste Paper Basket	01	01	02	02	Lockable Counter (jewellery showcase) of 1mx1mx0.5m with Chair	01	01	02	02	New Carpet & Front Lit Fascia	✓	✓	✓	✓				
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12	The agency shall supervise dispatch of samples and in this regard identify appropriate vendor or the authorize vendor of the event for which payment will be made to the said vendor directly as per their invoice.				
13	Total Amount (inclusive of taxes)				

Authorized Signatory

Name of Signatory

Designation with company seal

Date:

Place:

Optional items if required

SN	Item	Unit	Price in EURO
1	Shelves	Per Unit	
2	Show case (Glass counter)		
3	Table		
4	Chair		
5	Spot Lights		
6	Counter		
7	Refrigerator		

Authorized Signatory

Name of Signatory

Designation with company seal

Date: Place:

7. SELECTION PROCEDURE

7.1 A Committee in APEDA will carry out a preliminary screening of the bidders and will shortlist the bidders fulfilling the prescribed requirements. The short listed bidders will be required to make technical presentation before the selection committee.

7.2 The presentation may bring out their suggestions on the following areas:

S. No.	Areas	Score/Weight age						
1.	Overall concept and design	30						
2.	Significant portrayal India as a powerful source of food products.	20						
3	Appropriate dimension of the structure, according to floor area allocated to APEDA and best use of the space.	10						
4	Turnover of the Company: Breakup of marks is given below: <table border="1" data-bbox="434 1055 991 1167"><tr><td>Rs. 5 Crore</td><td>2 marks</td></tr><tr><td>Rs. 5-10 crore</td><td>3 marks</td></tr><tr><td>Rs. 10 & above</td><td>5 marks</td></tr></table>	Rs. 5 Crore	2 marks	Rs. 5-10 crore	3 marks	Rs. 10 & above	5 marks	5
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5	Previous works of similar nature National/ Int'l level. Breakup of marks is given below: <table border="1" data-bbox="384 1339 1016 1447"><tr><td>5 years</td><td>2 marks</td></tr><tr><td>5-10 years</td><td>3 marks</td></tr><tr><td>Above 10 years</td><td>5 marks</td></tr></table>	5 years	2 marks	5-10 years	3 marks	Above 10 years	5 marks	5
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5-10 years	3 marks							
Above 10 years	5 marks							

8. OPENING OF FINANCIAL BIDS

8.1 The marking would be done on all the presentations. The vendors who secure minimum 70% marks (49 out of 70 marks) in technical presentations will be short listed and only their financial bids shall then be opened. Financial bid will carry a maximum of 30 marks. The calculation of marking will have the following method: $L1 = 30$ marks

$L2 = 30 \times L1$ (the cost quoted by L1) / $L2$ (the cost quoted by L2) and in similar fashion for L3, L4 etc. (depending on no. of parties).

8.2 After the financial marks are obtained the technical and financial marks will be added up and the bidder scoring highest aggregate marks will stand selected.

8.3 Selection Committee reserves the right to withdraw the announcement, accept or reject any or all the bids at any time prior to award of contract/order, without assigning any reasons and without incurrance of any liability on APEDA. APEDA also reserves the right to negotiate the prices with the selected bidders to bring down the prices or add more facilities.

9. 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.

10. 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 parties shall make all efforts 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 to be appointed by 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.

11. Terms of Payment:

Payment : The agency will submit the bills alongwith documentary proof in original for the job relating to construction, decoration and allied services for releasing the payment. Payment will be released only for the actual work done at the site as scope of work could increase or decrease as per the requirements. The agency will be informed one week before the start of the event about the actual work to be undertaken at site.

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

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

12. SUBMISSION OF BIDS

12.1 Bids shall be submitted by the bidder with supporting documents in a sealed envelope in the following manner:

- Envelope I :** **EMD-** Containing Earnest money in the form of a DD of Rs.2,00,000/- (Rupees Two Lakh only) in favor of APEDA, payable at New Delhi.
- Envelope II :** Containing Annexure I (Technical Bid) duly filled in with supporting documents. The envelope should be sealed and marked as “Technical Bid for INDIA Pavilion at ANUGA 2019 scheduled from 5th -9th October 2019 AT COLOGNE, GERMANY”.
- Envelope III :** Containing Annexure – II (Financial Bid) duly filled in for the bid value in Indian Rupee including all taxes for the complete project of APEDA Pavilion as per layout plan and terms & condition of the Tender document. The envelop should be sealed and marked as for “Financial Bid INDIA Pavilion at ANUGA 2019 scheduled from 5th - 9th October 2019 AT COLOGNE, GERMANY”.
- Envelope- IV :** Envelopes I, II & III should be kept inside the Envelope – IV and again sealed. The name of the bidder should be clearly written with full address, Tel: nos., E-mail on the Envelopes (I, II, III & IV). This Master Envelope (Envelope – IV) should be marked as “Technical Bid and Financial Bid for INDIA Pavilion at ANUGA 2019 scheduled from 5th - 9th October 2019 AT COLOGNE, GERMANY”. and shall be submitted to General Manager (Trade Fairs) at the address mentioned below.

13. Performance Security

- (a) The C&D agency will submit Performance Guarantee @ 10% of the value of work being awarded.
- (b) This guarantee shall be in the form of Bank Guarantee/Demand Draft/NEFT/RTGS/Wire Transfer/Fixed Deposit Receipt (FDR) of any scheduled bank. The performance guarantee shall be valid upto three months from the date of conclusion of the specific project. The security deposit/performance guarantee obtained for each exhibition shall be returned without any interest after three months of satisfactory completion of the work.
- (c) In the event of the agency, to which the contract is awarded, rendering itself liable to action under relevant clause, ITPO shall have powers of determination of the contract. Termination notice given in writing to the agency shall be conclusive evidence for enforcement of this clause.
- (d) The selected agency shall be required to handover the fully built up India Pavilion to APEDA/ITPO exhibitors 24 hours prior to the start of the exhibition. Failure on the part of the selected agency to comply with this condition lead to the following :
1. ITPO/APEDA will engage another agency to complete the work at the risk and cot of the selected agency which has failed to execute the work.
 2. The Performance Guarantee (PG) and the Earnest Money deposited by the agency shall be forfeited.
 3. The agency may be debarred from participating in any the tenders of ITPO/APEDA for a period of two years.

4. Inability of the selected agency to fulfill the requirement of the contract detailed in this document, and as supplied from time to time by ITPO for each exhibition, will amount to breach of contract. ITPO/APEDA will be at liberty to invoke the said Performance Guarantee and forfeit the security deposit and the earnest money upon breach of contract by the appointed agency. It shall be the sole responsibility of the selected agency to ensure that all activities undertaken by it for ITPO/APEDA are in accordance with the laws of the land where the fair/exhibition is being held.

14. Performance Assurance & Payment

If performance of the agency is not found upto the mark or is less in any of the deliverances/the measurable outputs/agreed deliverables or otherwise less than envisaged as per the scope of work mentioned herein, then APEDA may deduct upto 5% of the total bid value as performance assurance at the time of making final payment. The deduction will be over and above the unit rate deduction for those particular shortfalls/reduction in the scope of work while awarding the work contract, as per the unit rate given by the agency. Decision of APEDA shall be final in this regard.

Last date for submission of bid is 1st August, 2019 till 4.00 p.m. The complete applications should be addressed to:

General Manager (Trade
Fairs) A P E D A
3rd Floor, NCUI Building,
3, Siri Institutional Area,
Opp. Asiad Village, August Kranti Marg,
New Delhi – 110016
Telefax: 26526186