Date: 16/01/2025

AGRICULTURAL & PROCESSED FOOD PRODUCTS EXPORT EVELOPMENT AUTHORITY (APEDA) Ministry of Commerce & Industry, Government of India

3-4th Floor, NCUI Building, SIRI Institutional Area, August Kranti Marg, Dated the 15th January 2025

NOTICE INVITING TENDER

Sealed Bids are invited for DESIGN, CONSTRUCTION AND MAINTENANCE OF "INDIA PAVILION" at "NATURAL PRODUCT EXPO WEST" at ANAHEIM, USA Scheduled to be held from 04TH TO 07th March 2025

INTRODUCTION:

1.1. The Agricultural and Processed Food Products Export Development Authority (APEDA) under the Department of Commerce, Ministry of Commerce and Industry, Government of India is the premier Organization for export promotion of Agri and Processed Food Products.

2. NATURAL PRODUCTS EXPO WEST- 2025:

- 2.1. Natural Products Expo West, is one of the leading trade shows for the natural, organic, and health products industry. The Expo provides an invaluable opportunity to connect face to face with retailers, investors, business leaders, influencers and more.
- **2.2.** APEDA shall participate in **NATURAL PRODUCT EXPO WEST 2025** and set up India Pavilion to showcase and market the Indian Agricultural and Processed Food Products. The event is scheduled **to be held from 04th-07th March, 2025 at ANAHEIM, USA**.

3. The Assignment:

- 3.1- APEDA is inviting bids from the interested reputed agencies for design, construction and maintenance of India Pavilion in the above show.
- **3.2** The total area of the India Pavilion for the Event is 170 sq. mtrs. Layout of pavilion is attached.
- **3.3** The scope of the work and terms & conditions are provided in Para 5 to Para 7 below.

4 ELIGIBILITY FOR SUBMISSION OF BIDS:

4.1 Agencies, which are in existence for the last five financial years and more, and meeting the following qualifying criteria in terms of desired experience/ expertise in execution of the similar work at similar platforms, and possessing sound financials may participate in the bid process.

4.2 ASSESSMENT OF ELIGIBILITY:

The details like name of the agency, address, GST Registration No., PAN Card, Turnover for the last five financial years, Names and years of the Events conducted in the desired field, are to be mentioned as per proforma at <u>Annexure-1</u>along with copies of supporting documents. The documents shall be in the name of applicant organisation only and not that in the name of the group / sister organisations. Name of applicant firm should be same in all the documents.

S. No.	Eligibility Criteria	Documents required
4.2.1	 <u>The agency should have conducted</u> at least three (3) international events requiring Design, Construction, and Maintenance of the pavilions on turnkey basis during the last 5 years organized outside India, where (a) The area of pavilion should not have been less than 75 sq. mtrs for each event, (b) The financial value of each such event should be not less than Rs. 20,00,000/-(Rs. Twenty Lakh) per event 	CA certificate showing the (i) date of incorporation of the agency, (ii) year-wise turnover of the last 5 financial years and (iii) no. of international events executed outside India during last 5 financial years, (iv) giving name, place and country of
4.2.2	<u>The agency should have earned minimum turnover of</u> <u>Rs. 3,00,00,000/- (Three Crores)</u> per year from event management business (related to design, construction, and maintenance of pavilion(s) in International Trade Fairs organised outside India during any three years out of last 5 financial years. The turnover shall be in the name of applicant organization only and not that in the name of group/ sister organizations.	events executed year- wise, signed by a practicing CA (indicating UDIN) and countersigned by authorized signatory of the agency, as per Annexure-2.
4.2.3	The agency should <u>not have been black-listed</u> by any Government organisation.	A declaration, as per Annexure 3 shall be submitted

4.3 Application cum Processing Fee, EMD and Performance Security:

4.3.1 The Application cum Processing Fee, and Earnest Money Deposit (EMD) must be submitted as follows:

- (i) A non-refundable Application cum Processing Fee of Rs. 15,000/- plus GST @ 18%= Rs. 2,700/- total Rs. 17,700/- (Rupees Seventeen Thousand Seven Hundred) in the form of a Demand Draft (DD) drawn in favour of "APEDA" payable at New Delhi.
- (ii) Interest-free Earnest Money Deposit (EMD) in the form of DD for Rs. 5,00,000/-(Rupees Five Lakh) drawn in favor of "APEDA" payable at New Delhi. The EMD received from unsuccessful bidder will be returned after the selection process is

complete. The EMD received from successful bidder will be processed as per para 4.3.4.

- 4.3.2 Registered MSME/ Start-Up Agencies shall be granted exemption from submission of EMD as per Government Rules.
- 4.3.3 No exemption from submission of Performance Security shall be admissible to the NSIC and MSME registered organizations, as per Government rules.
- **4.3.4** Performance Security @ five per cent (5%) of the value of the contract or Rs. 5,00,000/- (Rs. Five Lakh) whichever is higher, shall be deposited by the agency selected. Hence, the EMD of Rs. 5,00,000/- (Rs. Five Lakh) received from selected agency will be adjusted towards Performance Security. In case, 5% of the bid value happens to be more than Rs. 5.00 Lakh, the agency shall deposit the additional amount over & above Rs. Five lakh in the form of DD in favour of APEDA. Both the amounts taken together shall be treated as Performance Security. The amount of Performance Security shall be refunded after completion of all contractual obligations.

5. SCOPE OF WORK

5.1 GENERAL GUIDELINES

- 5.1.1 The present assignment is for undertaking the design, construction and maintenance work for "India Pavilion" at the "**Natural Products Expo West- 2025**" on turnkey basis. For a clear understanding, the whole document must be read together, and the duties mentioned elsewhere in the document shall also form part of the duties of the Agency.
- 5.1.2 The construction of India Pavilion at **Natural Products Expo West- 2025** shall be as per specifications given in the drawing/layout with display props/furniture, lights, carpeting, power connections, fascia, carpeting of passage area, title graphics etc. The drawing/ layout plan is attached herewith.
- 5.1.3 The work shall include all activities related to assembling, dismantling, drainage, material handling, transportation, maintenance, cleaning on the day before opening and daily thereafter including waste disposal.
- 5.1.4 The scheduled date and other guidelines related thereto for providing and construction of the pavilion on the space reserved for India Pavilion shall be available on organizer's website. For a beforehand knowledge of conditions/ restrictions which are imposed by the space providing authority relating to construction of pavilion/stalls, heights of the stall etc. the agency is advised to visit the Natural Product Expo West 2025 event site i.e. <u>https://www.expowest.com/en/home.html</u>. The agency shall adhere to Guidelines/ Regulations as available on the website in all respects like designing. Maintenance, electricity, branding etc.

However, the agency shall ensure that entire "India Pavilion" must be completed on all parameters latest by 4.00 P.M. (IST) on 03rd March, 2025.

5.1.6 The India Pavilion will be designed and developed by using **complete wooden material**. The scope of work includes designing, developing and maintenance of the following facilities:

- (i) Theme/common area (excluding the exhibitor stalls) (Para 5.2)
- (ii) Exhibitor Stalls (Para 5.3)
- (iii) Wet sampling area (Para 5.4)
- (iv) Branding Bharat/ India (Para 5.5)
- (v) Other activities / Duties (Para 5.6)

5.2 SPECIFICATIONS FOR THEME/COMMON AREA

- 5.2.1 Theme area measuring approx. 36 sq. mtrs. shall be distinguished with raised platform with beige parquet wooden flooring recessed LED light. <u>Theme shall be Indian Organic products</u>. A sample for the design of theme area is enclosed.
- **5.2.2** An area is to be designed for **live demo of cooking of Indian cuisines by a professional chef** from a reputed Indian restaurant for sampling and tasting by the visitors. Agency shall make proper arrangements for transportation, delivery, crockery, preparation and serving of delicacies for all the four days. A provision for water and drainage is to be made along with live cooking and sampling, overall hygiene and cleanliness to be ensured. (please also refer Para 5.5.1)
- **5.2.3** An open meeting lounge having seating capacity of 8 persons will be set up with decorative interiors, covered by glass, acrylic or lycra material and provision for water, beverages and snacks.
- **5.2.4** The reception area should have backdrop of backlit collage of glass, acrylic or lycra material and equipped with the following items:
 - (i) Two custom-built reception table with lockable counter and front translight on both sides displaying APEDA logo and seating arrangement for two persons,
 - (ii) Two Lockable showcases of full size for display of Indian Agri-products,
 - (iii) Stands for displaying brochures, exhibitor directory etc.
 - (iv) One standee for Organic Henna Tattoo (please also refer to Para 5.6.5)
 - (v) Photo Booth/ Selfie point with appropriate props.
 - (vi) Two (2) mascots highlighting any two of India's organic products.
 - (vii) 'APEDA' and 'India Organic' Branded Collared T-Shirts (Qty. 500), cloth bag (Qty. 500, Length-18 inch, Width- 12 inch with both side branding)), visually striking badges/ lapel pins (Qty.500) for guests.
- **5.2.5** The agency shall arrange for installation of **one LED screen of 3 x 2 meters' size** at the APEDA theme pavilion having good visibility for displaying promotional video of exhibitors for advertisement. The agency shall also coordinate with the exhibitors for running the advertising videos of their products on such LED screen in the APEDA pavilion. For this, the exhibitor will have to pay to APEDA at the rates fixed by APEDA. The video of the products shall be supplied by the exhibitor and the agency will get it converted in the required format for running on the screens.
- **5.2.6** A storage area including pantry will be built with provision for drinking water, tea/ coffee, microwave oven, electric kettle, refrigerator with adequate supply of snacks, Cookies, Cashew, drinking water and material for Juice, Tea, Green Tea, and Coffee etc. for visitors for all the four days.

- **5.2.7** All the common areas for APEDA shall be distinguished with raised floor. In the common area, Back-lit Graphics panels with branding of APEDA shall be provided.
- **5.2.8** The entire pavilion shall be brightly lit with sufficient white lights leaving no room for dark pockets in the complete pavilion including EXHIBITOR STALLS.
- 5.2.9 The list of products to be displayed at Natural Products West Expo 2025 shall be provided by APEDA. The agency shall coordinate with APEDA officials for transport of the products from APEDA's Delhi office to the APEDA pavilion at Natural Product Expo West-2025. The cost of freight and custom duty shall be reimbursed on actual basis. The agency shall keep the proper records related to quantity and weight of such material for claiming re-imbursement of cost. The products for display shall include ready-to-eat food/curries, fresh and processed fruits and vegetables and their preparations, chutney, gherkins, millets and their products etc.

5.3 SPECIFICATIONS FOR EXHIBITOR STALLS

- 5.3.1 Agency shall undertake construction of maximum number of stalls with each stall having a carpet area measuring 9 sq. mtrs. (as per design/layout plan provided by APEDA) in "India Pavilion" for exhibitors. While this is indicative size, layout may be planned in such a manner that maximum numbers of stalls may be constructed so that the space is utilized optimally. The final decision regarding number and size of stalls lies with APEDA. Sample of Exhibitor Stall is enclosed.
- 5.3.2 Agency shall undertake preparation of 3 panel posters of size 3' X 6' totaling 18 sq. ft. each for each stall as per the TPs/design to be arranged from the concerned exhibitors. The panels and the posters prepared by the agency shall be identical in dimension and printing quality should be of international level.
- 5.3.3 Agency shall arrange the printing, supply and pasting of posters as per the designs provided by the exhibitors without any additional cost.
- 5.3.4 Agency shall arrange TPs/designs from the concerned exhibitors. The panels and the posters prepared by the agency shall be identical in dimensions to maintain symmetry.
- 5.3.5 <u>All individual stalls should be made of wooden material and present a modern, contemporary and elegant outlook.</u> The stalls should be designed in a way that it enables the exhibitors to display their products prominently and facilitate interaction with the potential buyers/visitors. Each individual stall should be provided with (i) proper wall to newly procured wall carpet, (ii) back lit individual fascia, (iii) 4 chairs, (iv) 1 round table, (v) 1 waste paper basket, (vi) 6 display shelves, (vii) 1 lockable counter with storage, (viii) 1 Power Point socket, and (ix) 6 lights of 100 watts each.
- 5.3.6 In addition, the agency shall provide additional furniture items as required by the exhibitors at reasonable cost, which will be paid by the concerned exhibitor. The cost of such furniture is to be intimated along with the financial Bid as per Annexure-5.

5.4 BRANDING "BHARAT (INDIA)"

- 5.4.1 Agency shall arrange the promotion of the **APEDA and INDIA ORGANIC branding** in the pavilion up to the maximum height as permitted by the organizers. The **APEDA and INDIA ORGANIC branding** should give a modern, minimalist, contemporary and elegant outlook replete with design elements and colours. Visually showcase the idea of "Grown in India, For the World."
- 5.4.2 The agency will ensure making and fixing of Façade Boards/ Graphics indicating "BHARAT (INDIA)" title in **English and Hindi** at various prominently visible locations.
- 5.4.3 **Backlit branding** of **INDIA ORGANIC** (in **English and Hindi)** and **APEDA** Logo has to be provided in adequate numbers. The dimensions of the same should be that of 3 Mtrs. in length and of the maximum permissible height as per the organizer's guidelines.
- 5.4.4 For the publicity materials, the agency shall develop the content based on the information to be provided by APEDA along with editing, proof reading & value addition, to be printed/ produced on the completed artwork and design.
- 5.4.5 The agency shall provide generic branding banners, backdrop and Standees which should be made of wrinkle free stretchable lycra or flex to avoid wrinkles in the overall get up of pavilion. These banners should have bright-white lightings.
- 5.4.6 Procurement of all the branding provisions provided by the event organizer shall be coordinated by the agency on behalf of APEDA.

5.5 SPECIFICATIONS FOR WET SAMPLING AREA

- 5.5.1 The wet sampling area shall have **live cooking by a professional chef from a reputed Indian Restaurant**, for wet sampling of Organic Products from India. The wet sampling area should resemble a visually striking and traditional Indian wooden cart or a farm stall, with signage explaining the origins and benefits of each product. The agency must ensure that wet sampling area is clean, servicing in disposable cups made of eco-friendly materials like bamboo or recycled paper.
- 5.5.2 Such area shall have display counters, shelves, round table, chairs etc. for demo and tasting of specified organic beverages, organic basmati rice, organic millet products and organic food products.
- 5.5.3 For Live demo of Cooking and sampling, a provision for water and drainage is to be made.
- 5.5.4 The agency has to organise wet sampling as per the quantity mentioned as under:
 - (a) 10 Kg Basmati rice for veg biryani each day
 - (b) 10 Kg Basmati rice for non-veg biryani each day
 - (c) 5 Kg millets for recipes like pasta, noodles, khichdi and others per day
 - (d) Organic Tea, Organic Coffee and Organic Turmeric Latte etc. every day
 - (e) Provision is to be made for sampling of fresh and **organic fruits** like banana, pomegranate, grapes etc.

The agency has to ensure use of Indian Basmati rice and NPOP certified Tea, Coffee and Turmeric for sampling. The products and fruits shall be provided by APEDA.

Agency shall make proper arrangements for transportation, delivery, crockery, preparation and serving of delicacies.

- 5.5.5 No separate amount shall be payable for the material to be used at wet sampling area.
- 5.5.6 **Interactive Digital Displays:** Agency shall place QR codes next to sampling station for visitors to enable them to scan and learn about the product's origin, health benefits and cooking method.

5.6 OTHER ACTIVITIES /DUTIES:

5.6.1 (i) The agency shall develop system of obtaining feedback from (a) the exhibitors as well as (b) the visitors. A good IT based system with QR code points at prominent locations along with required manpower shall be arranged by the agency. A demo must be shown for this activity during the technical presentation.
(ii) The agency shall maintain record of queries raised by the buyers and submit to

(ii) The agency shall maintain record of queries raised by the buyers and submit to APEDA.

- 5.6.2 The agency has to ensure compliance of organizer's guidelines/ directions in relation to power supply and main electrical connections, water supply and other support system etc.
- 5.6.3 The agency shall assess estimated electricity load (main electricity/ power connections) and book on behalf of and in consultation with APEDA. It shall be the responsibility of the Agency for flawless distribution of electricity across the APEDA pavilion. Necessary electricity charges and water charges will be reimbursed by APEDA on actual basis, upon submission of supporting documents at the time of clearing the agency's bills. However, electricity load to the exhibitors more than prescribed limit shall strictly be on payment basis to be borne by the exhibitors. The agency shall collect the charges for the same from the exhibitors. APEDA shall not make payment for any additional electricity load.
- 5.6.4 The agency has to arrange 2 Indian female attendants-cum-interpreters attired in Indian costume and 2 male attendants who will be present in Pavilion for all the days of the event.
- 5.6.5 The agency has to make provision of applying organic Henna tattoo on visitor's hands and this will include the provision of sufficient trained manpower, material and equipment.
- 5.6.6 The agency shall arrange presence of suitable manpower at the site for construction and maintenance of the pavilion and coordination of the event till the end.
- 5.6.7 The agency shall arrange good quality packed breakfast and lunch- vegetarian/ non-vegetarian for approximately 10 (ten) people every day for all the days of the event.
- 5.6.8 The agency shall arrange 5 (five) bouquets and refreshments on the day of inauguration for VIP guests.
- 5.6.9 The agency shall arrange Ten (10) Corporate gifts with APEDA Logo and INDIA

ORGANIC branding for dignitaries visiting APEDA pavilion costing not more than Rs. 4,000/- (Rs. Four thousand) each. A bill thereof shall be submitted to APEDA as proof.

- 5.6.10 The agency shall arrange High resolution still photography/ properly edited video covering the entire APEDA pavilion and Exhibition area from different angles for the day of inauguration by one professional photographer and 1 videographer carrying mics so that 30-60 bytes/ testimonials of stakeholders dignitaries, exporters, international buyers and visitors are captured for digital media dissemination and press information. The coverage must be available at all times during the event so that the highlights may be live posted/ disseminated if required.
- 5.6.11 A 3-minute video of expo must be submitted after the event for digital media publicity.
- 5.6.12 The agency shall co-ordinate with APEDA exhibitors for placement of posters and additional requirements, if requested by them.
- 5.6.13 The agency shall make provision for creation and printing of the following documents, which should be **QR Code Based and downloadable on Mobile:**
 - (a) 500 copies of Exhibitors Directory (in English) (size: 6x8 inch approx.) containing details of the participants of Natural Product Expo West-2025 (out of which 10 copies shall be submitted to APEDA office at Delhi office along with the bills.
 - (b) Corporate Brochure of APEDA (500 copies, size 7-inch x 9.5 inches) in English.
- 5.6.14 The agency shall arrange proper maintenance and regular cleaning of the whole pavilion well before the start of activities during each day of exhibition.
- 5.6.15 The agency shall make arrangement for complete fire prevention and firefighting arrangements in and around India pavilion.
- 5.6.16 The agency shall make arrangement for addressing the concerns of exhibitors relating to the facilities made available by the organization.
- 5.6.17 The agency shall make arrangement for handing over the vacant and cleaned possession of the pavilion site after removal of all the furniture, fixture and other material to the Fair organizer after the conclusion of the event as per the guidelines of the Show Organizer/Venue Owner in this regard.

6 Other Instructions- General

- 6.1 APEDA's Business Centre shall be equipped with computer/ laptop, internet (Wi-Fi) and printer with photocopier facility.
- **6.2** The material such as wall panels, wood material, furniture, display aids etc. to be used by the agency has to be of good quality and uniform in colour, size, aesthetics etc. Agency will demonstrate photographs of the furniture to be provided before Technical Committee.
- 6.3 It will be responsibility of the agency to provide necessary facilitation to exporters during

exhibition including distribution of exhibitor badges, visitor passes, entry passes, exit passes, labor passes, etc.

- 6.4 The agency shall ensure timely submission of necessary documents and application forms to the concerned authorities for the use of venue and approval of plans etc.
- 6.5 The agency shall make arrangement for newly procured carpets for the India Pavilion as per the color finalized by APEDA.
- 6.6 The agency shall make use of high quality material for construction as well as employ qualified workman for making wall panels, furniture, display aids etc.
- 6.7 The agency shall make arrangement for settlement and/or payment of all the dues related to show organizers and other vendors before vacating and handing over the venue to the approved agency.

Other Instructions – Technical

6.8 The concept/design of the pavilion with layout, decoration plan etc. must be submitted in hard copy as well as in Pen drive. The agency shall provide 3D images/presentation of APEDA pavilion (both hard and soft copy) clearly showing the complete projection of APEDA pavilion from different angles. It must also show the complete 3D look of standard booth of 9 sq. mtrs / 12 sq. mtrs. with complete display aids and furniture. The 3D presentation shall also contain content, messaging, narrative, artwork, design, graphics, etc. in detail. The material such as wall panels, wood material, furniture, display aids etc. to be used by the agency has to be of international quality.

7 TERMS & CONDITIONS

- 7.1 The agency 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.
- 7.2 APEDA requires that agency, undertaking execution of this contract, observes the highest standard of ethics during the period of agreement and action of agency does not fall under vigilance enquiry.
- 7.3 APEDA will reject a proposal for award of work if it is found that the agency recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 7.4 APEDA reserves the right to:
 - (i) Have ownership on Copy right of designing of Pavilion and graphics.
 - (ii) Make changes in the Design plan at any stage.
 - (iii) Extend the date for the submission of bid documents at its discretion.
 - (iv) Accept or reject any proposal at any time prior to award of contract/order, without assigning any reasons and without any liability on APEDA.

- (v) 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 to do so. 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 arisen out of aforesaid action.
- (vi) Modify terms and conditions of the contract which shall be granted to the successful bidding agency 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.
- 7.5 For interpretation of any clause of this document, the decision of APEDA shall be final.

8 SELECTION PROCEDURE

- 8.1 The selection procedure involves pre-bid meeting, evaluation of bid documents received, making presentation by the bidders before the selection committee and on the basis of marks of documents and presentation, opening of financial bids to prepare a score-sheet of bidders.
- 8.2 The minutes of the pre bid meeting shall be posted on the APEDA website. The bidders are advised to wait for minutes of pre-bid meeting for submission of their bid.

8.3 Evaluation of Bids:

- 8.3.1 A Committee in APEDA will carry out a preliminary screening of the documents received and shortlist the bidder agencies fulfilling the prescribed eligibility criteria. The short-listed agencies will be required to make technical presentation before the selection committee.
- 8.3.2 The evaluation of bids will be made in two stages first, Technical evaluation, and second, opening of Financial bid.
- 8.3.3 For technical evaluation of bids, a presentation will be held, on the date and time specified by APEDA, before the Selection Committee in the presence of the bidders or their authorized representatives.
- 8.3.4 The marks of the presentation will be awarded for the credentials in the following areas:

S. No.	Areas	Maximum Marks
(i)	Overall concept and design	30
(ii)	Overall aesthetics of design in terms of the pavilion and the exhibitor stall, innovative idea(s) proposed for the pavilion and exhibition area and for visitor engagement. Technological innovation and fresh ideas will be graded higher	30
(iii)		

	 India, where (a) The area of the pavilion should not have been less than 75 sq. mtrs for each event, and (b) The financial value of each such event should not be less than Rs. 20.00 Lakh (Rs.Twenty Lakh) per event. 			
	Breakup of marks is given belo		1	
	a. 4-6 Events	3 marks		
	b. Above 6 Events	5 marks		
(iv)				5
	a. Rs. 4-6 crores	3 marks		
	b. Above Rs. 6 crores	5 marks		

- 8.4 The marking will be done on all the presentations. The bidders, 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 shall carry a maximum of 30 marks.
- 8.5 The selection shall be made on Quality and Cost Based Selection (QCBS) Method. The marking on Financial Bids, under QCBS method, will be as per the following criterion: 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).

- 8.6 After the marks on financial bids are calculated, the marks of technical presentation and financial bids will be added up and the bidder scoring highest aggregate marks will stand selected.
- 8.7 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 incurrence of any liability on APEDA. APEDA also reserves the right to negotiate the prices with the selected agencies 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, Pandemic, 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 contract, nor shall either party have any such

claims for damages against the other, in respect of such nonperformance 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:**

- 10.1 All matters of dispute arising out of this shall be governed by Indian law and subject to Court jurisdiction in New Delhi only.
- 10.2 In case of any dispute, both the parties shall make all efforts to resolve by way of conciliation process.
- 10.3 In the event of any doubt, 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 in accordance with the Arbitration and Conciliation Act, 1996 and the decision given shall be binding on the parties.
- 10.4 The provisions of Indian Arbitration & Conciliation Act 1996 (as amended from time to time) 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.
- 10.5 The fee payable to the Arbitrator shall be paid equally by both the parties. The language used in the arbitral proceedings shall be English.

11. **INDEMNITY:**

Agency shall indemnify, defend and hold APEDA and its officers/officials harmless against any and all proceedings, actions, losses, damages, expenses, costs and third party claims whatsoever whether financial or otherwise, including liability for payment of contributions dues to EPFO/ESIC/Govt. Departments/Local Bodies/Statutory Authorities etc. which APEDA may sustain, incur, suffer or be exposed to at any time during the subsistence of the Contract and subsequent thereto relating to the period of Contract, arising out of a breach by the Agency, its sub-contractors, sub-agents, employees, etc. of any of its obligations under the Contract.

12. INTELLECTUAL PROPERTY RIGHTS:

- 12.1 APEDA shall not be responsible for any harm or loss caused to any third party because of any such misuse/misrepresentation/unauthorized use of APEDA's name/logo/IPRs.
- 12.2 Agency shall indemnify APEDA against any misuse/misrepresentation/unauthorized use of APEDA's name/logo/IPRS and/or any claim(s) relating to infringement of any

intellectual property rights committed by them/their sub-agents/subcontractors/employees. etc.

12.3 APEDA shall take necessary legal and other remedial actions, as deemed fit, for such violations.

13. Responsibility of Agency on Award of Contract:

- 13.1 Performance Security @ 5% (five per cent) of the bid value or Rs. 5, 00,000/- (Rs. Five Lakh) whichever is higher, shall be deposited by the agency selected. The Amount of EMD of Rs. 5, 00,000/- (Rs. Five Lakh) received from selected agency will be adjusted towards Performance Security. In case, 5% of the contract value happens to be more than Rs. 5.00 Lakh, the selected agency shall deposit the additional amount over & above Rs. Five lakh in the form of DD in favour of APEDA within three working days of award of work. Both the amounts taken together shall be accounted for as Performance Security.
- 13.2 The entire amount of Performance Security shall be refunded after completion of all contractual obligations.
- **13.3** Terms of Payment:
- 13.3.1 Payment of an advance up to 30% of the total cost, on submission of proof of expenses incurred or against bank guarantee in favour of APEDA for the similar amount.
- 13.3.2 Balance amount will be released on completion of the event and satisfactory report of the officer deputed for the event.
- 13.3.3 Payment will be released only for the actual work done at site as per scope of work which could increase or decrease as per requirement.

13.4 <u>Conditions precedent for making of Final Payment (Hard Copy)</u>

- 13.4.1 Agency shall submit soft copy of (a) final design of the pavilion, (b) panels/ posters, (c) exhibitor's directory, (d) event report (pdf format) prepared for APEDA within 10 days after completion of event. (e) 2 hard copies of event report are also to be submitted. This will be treated as property of APEDA.
- 13.4.2 High resolution still photography/ video of APEDA Pavilion covering the whole pavilion area from different angles.
- 13.4.3 Also, a 3-minute video of show must be submitted after the event for uploading on social media platform.
- 13.4.4 The agency must submit two photo albums containing at least 160 (40 for each day) photographs of 5-inch x 7- inch size covering each booth as well as other area of pavilion. The same should also be submitted in Pen Drive.
- 13.4.5. Submission of electricity bill for the Pavilion area along with bank statement in support of such payment.

- 13.4.6 A satisfactory performance Report from the APEDA official deputed at the exhibition site to oversee the event.
- **13.4.7** It is reiterated that no additional cost, except that has been approved by APEDA for additional activities, will be considered.

14. PERFORMANCE ASSURANCE:

If performance of the agency 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, proportionately to the extent of performance, at the time of final payment. Decision of APEDA shall be final in this regard.

15. GUIDELINES FOR SUBMISSION OF BIDS:

- 15.1 Conditional bids are not allowed and would be rejected summarily.
- 15.2 Any misrepresentation / withdrawals of bids will lead to forfeiture of EMD.
- 15.3 The bidders have to bear the cost connected with the preparation and submission of bid documents to APEDA.
- 15.4 Each page of the bid document is to be signed by the authorized signatory before submission to APEDA. Authorization letter in favour of the signatory is to be enclosed with Annexure-1.
- 15.5 <u>The name of the Bidder Agency must be clearly written on all envelopes with full</u> address, Tel: nos., and Email on the Envelopes.
- 15.6 No modification or substitution of the submitted bid shall be allowed. An applicant may withdraw his application after submission, provided that written notice of the withdrawal is received by APEDA before the end of the time for submission of applications. In case an applicant wants to resubmit his application, he shall submit a fresh application following all the applicable conditions by the stipulated date.
- 15.7 Bids received after the last date of submission of application will not be considered or opened under any circumstances. Bids received through email shall also not be considered.

15.8 The duly completed bids are to be submitted in four envelopes as per the following procedure:

ENVELOPE I: This envelope will contain the following documents:

- (i) Demand draft of Rs. 17,700/- (Seventeen Thousand, Seven Hundred Only) including GST in favor of APEDA, payable at New Delhi as Application cum Processing Fee.
- (ii) Demand Draft of Rs.5,00,000/- (Rupees Five Lakhs only) in favor of APEDA, payable at New Delhi as Interest-free Earnest Money Deposit (EMD).

The envelope should be sealed and marked as "**Application-cum-Processing Fee and EMD for Natural Product Expo West-2025**".

ENVELOPE-II: This envelope will contain the following documents:

- (i) Annexure 1 (Duly filled in) and supporting documents attached therewith.
- (ii) Annexure-2 (CA Certificate)
- (iii) Annexure-3 (Not Black-listed Declaration)

This envelope should be sealed and super-scribed as "**TECHNICAL BID for Design**, **Construction and Maintenance of 'APEDA Pavilion' at Natural Product Expo West-2025**".

ENVELOPE III: This envelope will contain

- (i) Annexure 4 (Financial Bid).
- (ii) Annexure 5 (Quotation for Optional Items)

The envelope should be sealed and super-scribed as <u>"FINANCIAL BID for Design,</u> Construction and Maintenance of 'APEDA Pavilion' at Natural Product Expo West-2025".

ENVELOPE IV: Master Envelope: Envelopes I & II & III should be kept inside the Envelope – IV and again sealed. This Master Envelope should be super-scribed as:

"Bid for Design, Construction and Maintenance of 'APEDA Pavilion' at Natural Product Expo West-2025 scheduled from 04th to 07th March 2025 and shall be submitted at the following address:

The Secretary

Agricultural and Processed Food Products Export Development Authority (APEDA) 3rd- 4th Floor, NCUI Building, August Kranti Marg, New Delhi - 110 016

 15.9 In case the bidder requires any clarifications or further information, please contact: Ms. Meena Singh, AGM Agricultural and Processed Food Products Export Development Authority (APEDA) 3rd Floor, NCUI Building, August Kranti Marg, New Delhi - 110 016 Phone: 91-11-41486013 /20863919 /20867008 /20867007 Mail: meenasingh@apeda.gov.in

Pre bid Meeting will be held at 14:30 PM on 22nd January 2025 (Wednesday) in the Conference Room of APEDA, New Delhi.

Last date for submission of bids is 31st January 2025. (Friday) (up to 2:00 PM).

TECHNICAL BID for Design, Construction and Maintenance of "INDIA PAVILION" at "Natural Product Expo West-2025 Details of Bidder Agency

S. No.	Particulars	Details	Page no.
1	Name of Agency		
2	Address as per GST Registration		
	(please attach documents)		
3	Name, designation and contact details of authorized signatory including email id and contact no. (Please attach Authorization Letter)		
4	Details of Registration /AOA & MOA (Please Attach copy)		
5	GST Certificate of Bidder Agency (Please Attach copy)		
6	Pan Card of Bidder Agency (Please Attach copy)		
7	Detailed Profile of the Agency including the staff strength on its payroll		
8	Details of Demand Draft for Non- Refundable Application cum Processing Fee of Rs. 17,700/- (Rupees Seventeen Thousand Seven Hundred)		
9	Details of Demand Draft for Interest-free Earnest Money Deposit "EMD" for Rs.5,00,000/- (Rupees Five Lakh) in favour of APEDA, New Delhi.		
10	"Certificate for exemption from submission of EMD (Please attach a self-certified copy)		
11	CA Certificate (Please Attach duly filled in Annexure-2)		
12	Declaration that the agency has not been blacklisted by any Government organization. (Please Attach duly filled in Annexure-3)		

13	Experience Details (Please attach copies of Work Orders for execution of at least three international trade events for Design, Construction and Maintenance of Pavilion(s) on turnkey basis, conducted outside India where	Year 2019-20 2020-21 2021-22	Work Orders	
	 (a) the area of pavilion should not have been less than 75 sq. mtrs for each event and (b) the financial value of each such event should be not less than Rs. 20.00 Lakhs (Rs. Twenty Lakh). 	2022-23 2023-24		
14	Turnover Details Minimum turnover Rs.3,00,00,000/- (Rs. Three Crores) per year from Design, Construction and Maintenance of Pavilions on turnkey basis, in International Trade events conducted outside India during any of the three years out of the last 5 financial years. (Please attach CA certificate : Annexure- 2)	Year 2019-20 2020-21 2021-22 2022-23 2023-24		

List of Enclosures:

Declaration

I hereby declare and confirm that all the information provided above is true and nothing has been concealed.

I agree to abide by the terms and conditions mentioned in the bid document.

I understand that if at any time, I am found to have concealed/distorted any material information or done any act or omission against the interest of APEDA, my contract shall be summarily terminated without any notice to me.

I am authorised to sign all the documents on behalf of the firm/ agency.

Signature of Authorized Signatory

(Name of Authorized Signatory)

Designation E-mail ID: Contact No.:

Seal of the agency

Date:

Annexure-2

C.A. CERTIFICATE

I /We, Proprietor / Partner / Director of	(Name of CA Firm) do		
hereby confirm that M/s	(Bidder), a		
Proprietorship / Partnership / Company	having its registered office at		
	, having PAN No.		
and GST No	which is valid		
from (copy attached) and I	nereby declare and affirm as under:		
(1) That the business entity is in existence in the	present status from(date).		
(2) That the details of the turnover from International Events executed Outside			

(2) I hat the details of the turnover from International Events executed Outside India (on the basis of the financial statements of the entity) are as follows:

S. No.	Financial Year	No. of international events executed	Name of the Event, Place and Country	Name of Hosting Organization	Turnover (in Rs.)
1	2019-20				
2	2020-21				
3	2021-22				
4	2022-23				
5	2023-24				

(3). That the above work was obtained in the entity's own name and the billing /payment was collected in the entity's own bank account.

Declaration

I have independently verified the above-mentioned details with books of accounts, 26AS statements, GST Returns and found them to be true and correct

Counter-signed:

Signature of Authorized Signatory Name and Designation Proprietor / Partner/ Director Signature:

Name and designation

Seal of CA firm UDIN

Company Seal

(To be provided on the Letter Head of the Agency)

TECHNICAL BID for Design, Construction and Maintenance of "INDIA PAVILION" at "Natural Product Expo West-2025"

То

The Secretary, APEDA, New Delhi-110016

Subject: Declaration for not being Black-Listed

<u>Sir,</u>

With reference to the bid on the subject cited above, I, (Name and designation of the Signatory) hereby declare and confirm that M/s. ... (Name of the Agency) has not been black-listed or declared as ineligible by the Central Government/ State Government / Public Sector Undertaking from participating in future bids due to unsatisfactory performance, corrupt, fraudulent or any unethical business practices or any other reasons, as on the date of submission of the bid.

Signature of Authorised Signatory

Name and Designation Company Seal

Date:

Place:

FINANCIAL BID for Design, Construction and Maintenance of 'APEDA PAVILION' at "Natural Product Expo West-2025"

To,

The Secretary, APEDA, New Delhi.

Sir,

We, M/s. (Name of the firm) offer to undertake "Design, Construction and Maintenance of 'APEDA PAVILION' at "Natural Product Expo West-2025" scheduled from 04th to 07th March 2025" in accordance with the bid notice. Our Financial Bid against the Scope of Work is submitted hereunder

Sr.	Activity/ Component	Amount
No.		in Rs.
1	Design, Construction and Furnishing of Theme/ Common	
	Area covering details mentioned in clause 5.2 of Bid Notice	
2	Design, Construction and Furnishing of Exhibitor Stalls	
	covering details mentioned in clause 5.3 of Bid Notice	
3	Specification of Wet Sampling as per clause 5.4 of Bid	
	Notice	
4	APEDA/ India Organic Branding as per clause 5.5 of Bid	
	Notice	
5	Other activities as per clause 5.6 of Bid Notice	
6	Sub-Total of (1) – (4) above	
7	Amount of Applicable taxes	
8	Total Amount (with taxes)	
-	Amount in worder Dunces	1

Total Amount in words: Rupees

Signature of Authorised Signatory

(Name of Authorized Signatory) Designation with seal of the agency

Date:

Bid for Design, Construction and Maintenance of "INDIA PAVILION" at "Natural Product Expo West-2025

Quotation for Optional Items if Required by Exporter for APEDA Pavilion

S. No.	Item	Unit	Price in Rs.
1.	Shelves	Per unit	
2.	Showcase (Glass Counter)	Per unit	
3.	Table	Per unit	
4.	Chair	Per unit	
5.	Spotlights	Per unit	
6.	Lockable Counter	Per unit	
7.	Refrigerator	Per unit	
8.	Microwave	Per unit	
9.	Hot case	Per unit	
10.	LED with stand (minimum 50 inch)	Per unit	
11.	Magazine Rack	Per unit	
12.	Center Table	Per unit	
13.	Sofa with (3-Seater)	Per unit	
14.	Sofa with (2-Seater)	Per unit	

(Note: - This quotation is not part of the Financial Bid.)

Date:

Signature of Authorized Representative

Name and Designation

Company Seal