

CPP Tender Id:

TFD/2023-24/000103

Date: 13/02/2024

**AGRICULTURAL & PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY
(APEDA)**

REQUEST FOR SUBMISSION OF BIDS FOR DESIGNING AND CONSTRUCTION OF INDIA PAVILION AT NATURAL PRODUCTS EXPO WEST - 2024 SCHEDULED FROM 12th to 16th MARCH 2024 AT ANAHEIM, CALIFORNIA (CA), United States of America (USA)

1. INTRODUCTION:

1.1. The Agricultural and Processed Food Products Export Development Authority (APEDA) is the premier body of export promotion of Scheduled Products set up by Government of India.

2. ABOUT NATURAL PRODUCTS EXPO WEST- 2024:

2.1. Natural Products Expo West is the leading trade show in the natural, organic, and healthy products industry where you can unearth your next big seller among the largest collection of emerging and pioneering brands.

2.2. Agricultural and Processed Food Products Export Development Authority “APEDA” is participating in NATURAL PRODUCTS EXPO WEST- 2024 event and will set up India pavilion to showcase and market the Indian Agricultural and Processed Food Products. NATURAL PRODUCTS EXPO WEST- 2024 is scheduled from 12th March to 16th March 2024 at Anaheim, California (CA), United States of America (USA) (hereinafter referred to as the “Event”).

2.3. India Pavilion will be located at **Hall B** having an area of **158. 00 Sqr Mtr.**

3. ABOUT THE ASSIGNMENT:

3.1. APEDA is inviting bids from the interested companies for construction, designing and maintenance of India Pavilion in the above Show.

3.2. The total area of the India Pavilion for the Event is **158 Sq. mtrs.** In hall B (The link of Layout of pavilion is:

https://exhibitor.expowest.com/ew24/Public/eventmap.aspx?mapid=1000712&shAvailable=1%20&_gl=1*1ulcd3d*_gcl_au*MTI0MTE3NjlxNS4xNzAxODcxOTQ1

3.3. The detailed scope of the work and necessary binding conditions are provided in para 5 to para 7 below.

4. BASIC REQUIREMENTS AND ELIGIBILITY FOR SUBMISSION OF BIDS:

Organizations meeting the following qualifying criteria and have relevant experience and expertise in execution of the similar work at similar platforms may participate in the bid process. The

selection shall be made on quality and cost-based selection. The firm meeting the eligibility conditions shall be technically evaluated on the technical criteria.

The minimum eligibility criteria to make it eligible for technical evaluation is given as below :

- 4.1. The bidder must be a resident Indian business entity/service provider and must have a valid Goods and services Tax Registration in its own name which should be in existence on or before April 1, 2018. The copy of such registration document is required to be submitted along with application. A brief profile of the organization along with the permanent information about the organization may be provided as per **Annexure -2**
- 4.2. The bidder must have minimum of 3 financial years' experience in conceptualizing, designing and executing the projects on turnkey basis for setting up of pavilion/s in international events organized outside India.
- 4.3. The bidder must have executed at least 3 events of the value not less than 50 Lakhs each during last 5 financial years organized outside India.
(The CA certificate along with work orders executed during the 5 financial years with all the supporting documents duly signed by the authorized officials are required to be attached).
The performa of CA Certificate is as per Annexure - 4
- 4.4. Average turnover of Rs. 3,00,00,000, (Rupees Three Crores Only) for implementation of Event management business (related to organizing international Trade Fairs) during any of the three years during the last 5 years (Audited) duly certified by practicing CA. The CA Certificate shall be as per **Annexure-4**.
- 4.5. The agency should have an experience of execution of at least three international events covering an area of minimum 200 sq. mts during the last 5 years organized outside India.
- 4.6. 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.

Other Requirements

- 4.7. A non-refundable application cum processing fee of Rs. 15,000/- (excluding GST @ 18%) in favor of APEDA.
- 4.8. Submission of EMD in the form of DD for Rs. 5,00,000/- (Rupees Five Lakh only) in favour of "APEDA" payable at New Delhi is essential for the bid without which the bid offer will be rejected. Exemption to NSIC and MSME registered agencies will be applicable subject to submission of self-certified copy of "Exemption Certificate" issued by respective authorities with the tender documents.
- 4.9. Furnishing of performance Guarantee / deposit by the awardee agency which shall be higher of Rs. 5,00,000/- or 5% of the contract value. No exemption to the NSIC and MSME registered organizations shall be provided.

4.10. In case of awardee agency, the amount of EMD will be adjusted towards performance guarantee/ deposits and the balance (if any) to make upto 5% of contract value shall be deposited by the awardee.

5. SCOPE OF WORK

Undertaking the designing /construction and maintenance work for India Pavilion at the event on turnkey basis.

The construction of India pavilion at NATURAL PRODUCTS EXPO WEST- 2024 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.

The work shall include all activities i.e. assembling, dismantling, drainage, material handling, transportation, maintenance, cleaning on the day before opening and daily thereafter including waste disposal. The whole document shall be read together and the duties mentioned elsewhere in the document shall form part of the duties of the Agency.

The scheduled date and other related guideline thereto for providing and construction of the pavilion on the space reserved for India Pavillion is/ shall be available on organizers' website. However, in no case the completion of entire should left uncompleted by 4.00 P.M. on March 11, 2024.

The proposed India pavilion will be designed and developed by using complete wooden material. The pavilion area shall also include the common area, sampling and participants' area. The scope of work for the event shall include the designing, developing and maintenance of the following facilities :

- ☞ **Theme/common area (excluding the exhibitor stalls)**
- ☞ **Exhibitor Stalls**
- ☞ **Wet sampling area**
- ☞ **Branding India**
- ☞ **Other activities / Duties**

5.1. THEME/COMMON AREA (EXCLUDING THE EXHIBITOR STALLS):

5.1.1. Theme area approx. 36 sq. mtrs. The area should be distinguished with raised wooden floor.

5.1.2. Wall to wall new carpet.

5.1.3. A reception with backdrop of backlit collage of glass, acrylic or lycra material.

5.1.4. A meeting lounge for APEDA to be covered by glass/acrylic or equivalent material.

5.1.5. A storage area including pantry with provision for tea/coffee, drinking water microwave oven, refrigerator and deep freezer for visitors with adequate supply of drinking water, Tea, coffee and snacks.

5.1.6. Assessing and ensuring making arrangement for furniture items.

- 5.1.7. Back lit Graphics panels in the common area shall be provided.
- 5.1.8. The pavilion shall be brightly lit with sufficient white lights not to allow dark pockets in the complete pavilion.
- 5.1.9. The products to be displayed shall be provided by APEDA and the agency shall ensure to coordinate with APEDA officials to bring the same from APEDA's Delhi office to the APEDA's pavilion. The cost of freight and custom duty shall be reimbursed as actual. It is clarified that the selected organization shall ensure keeping the proper records related to quantity and weight of such material for getting the cost reimbursed. The product shall include ready-to-eat food/curries, fresh and frozen fruits and vegetables and their preparations, chutneys, pickles, gherkins, wines, millets and their products etc.
- 5.1.10. For further conditions/ restrictions as imposed by the space providing authority relating to construction of pavilion/stalls, heights of the stall and other matters, the bidder is advised to visit the NATURAL PRODUCTS EXPO WEST- 2024 event site i.e. <https://www.expowest.com/en/home.html>

5.2. EXHIBITOR STALLS:

- 5.2.1. Construction of maximum number of stalls of carpet area ranging from 9-12 sq. mtr (as per design/layout plan provided by APEDA) in "India" pavilion for exhibitors. While these are indicative sizes, layout may be planned in such a manner that maximum numbers of stalls may be that of 9 sq. mtrs each so that the space is utilized optimally. The final decision regarding number and size of stalls lies with APEDA.
- 5.2.2. Preparation of 3 panel posters of size 3' X 6' totaling 18 sq. ft. each for each 12/9 sq. mtr. 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.
- 5.2.3. Ensuring the promotion of the Brand "India" all around the pavilion and that should be up to the height as permitted by the organizers.
- 5.2.4. Ensuring the printing, supply and pasting of posters as per the designs provided by the exhibitors without any additional cost.
- 5.2.5. 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.
- 5.2.6. Ensuring making proper lighting arrangements to leave no scope of dark pockets in the India Pavilion.
- 5.2.7. All individual stalls should be made of wooden material and should give a modern contemporary and elegant outlook. The stalls should be designed in a way that it enables

the exhibitors to display their products and helps to facilitate interaction with the potential buyers/visitors. Each individual stall should be provided with proper wall to newly procured wall carpet, back lit individual fascia, 4 chairs, 1 round table, 1 waste paper basket, 6 display shelves, 1 lockable counter with storage, 1 Power Point socket, and 6 lights of 100 watts each.

5.3. WET SAMPLING AREA:

The India Pavilion shall consist of a wet sampling area and the agency shall ensure making of necessary arrangement for the same.

- 5.3.1.** Such area shall be utilized for wet sampling of biryani, millets products and other food products and shall have display counters, shelves etc.
- 5.3.2.** Arrangement of Wet sampling of Ready to Cook, Ready to Eat, Ready to Serve products
- 5.3.3.** For wet sampling the product and quantity is as under:
 - 10 Kg Basmati rice for veg biryani
 - 10 Kg Basmati rice for non veg biryani
 - 5 Kg millets recipe like pasta, noodles, khichdi and others.Agencies have to ensure preparation, transportation, delivery, crockery and serving of delicacies.
- 5.3.4.** No separate amount shall be payable for the material to be used at wet sampling area.
- 5.3.5.** Assessing and ensuring making arrangement for furniture items.

5.4. BRANDING “INDIA” & “BHARAT”:

- 5.4.1.** The overall appearance of India pavilion should be contemporary and elegant in look and reflects the color and vibrancy of modern and ancient India.
- 5.4.2.** Ensuring making and fixing of Façade Boards/ Graphics indicating “INDIA/BHARAT” title in English at various prominently visible locations.
- 5.4.3.** Provision of a Video wall of 3 X 2.5 Meter for branding in common area.
- 5.4.4.** Suitable backlit branding of **INDIA & BHARAT** and APEDA Logo has to be provide in adequate number. The dimensions of the same should be that of 3 Mts. in length and of the maximum height as per the organizer’s guidelines. The branding shall be placed at prominent place all over the pavilion.
- 5.4.5.** Ensure that dimension of Backlit branding of India pavilion should not be smaller than the dimensions allowed as per the guidelines of the organizers.
- 5.4.6.** Provision of the generic branding banners which should be made of wrinkle free stretchable lycra or flex to avoid wrinkles in the overall get up of pavilion. Furthermore, these banners should have bright – white lightings.

5.4.7. Provision of 500 papers Bags with APEDA and India branding on them (Length-12 inch, Width- 18 inch, paper only then 350 gsm both side branding)

5.5. OTHER ACTIVITIES /DUTIES

5.5.1. The agency has to assess estimated electricity load and book on behalf of APEDA

5.5.2. Ensuring the following of organizers recommendation / guidelines/ directions in relation to power supply and main electrical connections, water supply and other support system etc.

5.5.3. Provision of 2 female cum interpreters attired in Indian costume and 2 male attendants for all the days during the show.

5.5.4. Provision of applying organic Henna tattoo on visitor's hands and this will include the provision of sufficient manpower, material and equipments.

5.5.5. Vendor shall arrange 5 bouquets on inauguration day for VIP visits and arrange refreshments for them as directed by APEDA.

5.5.6. Arrangement of tea, green tea, coffee, cookies, cashew, juices every day for five days.

5.5.7. Arrangement of good quality vegetarian/non-vegetarian packed breakfast and lunch for approximately 5 people per day for five days.

5.5.8. Provision of 100 Exhibitors Directory (in English) (size: 6x8 inch approx.) which have to be printed by the Agency containing details of the participants and out of which 90 shall be handed over at the fair site to team APEDA and the balance 10 to the officials at Delhi office along with the bills.

5.5.9. Ensuring proper maintenance and regular cleaning of the whole pavilion well before the start of each day activities i.e. each day of exhibition.

5.5.10. Ensuring complete fire prevention and firefighting arrangements in and around India pavilion (i.e. both the halls).

5.5.11. Ensuring addressing of concerns of exhibitors relating to the facilities made available by the vendor organization.

5.5.12. Ensuring that suitable manpower is present at the site for construction and maintenance of the pavilion and coordination of the event till the end.

5.5.13. Ensuring handing over the vacant 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. Necessary Instructions for bidders

- 6.1. Adhering of Guidelines/ Regulations of Natural Product Expo west, USA as available on their website.
- 6.2. Ensuring timely submission of necessary documents and application forms to the concerned authorities for the use of venue and approval of plans etc.
- 6.3. Ensuring obtaining main electrical connection(s) and arranging proper Power supply at the India pavilion during the exhibition period. The agency shall access estimated electricity load and book on behalf and in consultation with APEDA. It is hereby to clarify that APEDA will reimburse the actual cost as paid for provision of electrical supply. The reimbursement of such expenses shall be at the time of clearing of the agency's bill for the event on submission of the Organizer bills and proof of payment by the agency to the organizer entity. It shall be the responsibility of the Agency to distribute the electricity across the India pavilion and ensure electricity connection at each booth in India Pavilion.

However, electricity load to the exhibitors more than the prescribed limits shall strictly be on payment basis by the exhibitors themselves. It shall be the responsibility of the agency to collect the charges from the exhibitors itself. APEDA will not pay for any extra electricity load.

- 6.4. Ensuring provision of newly procured carpets only for entire pavilion and that too as per the color finalized by APEDA.
- 6.5. Ensuring high quality of the material as well as workmanship for making provisions of wall panels, furniture, display aids etc.
- 6.6. Ensuring the cleaning of the India Pavilion on daily basis and maintain cleaning throughout the day.
- 6.7. Ensuring leaving of no scrap, leftovers, garbage etc. at the venue after completion of the exhibition/ fair and handing over of the fully cleaned and cleared space to the concerned fair authority in all respects.
- 6.8. Ensuring the settlement and/or payment of all the dues related to show organizers and other vendors before vacating the venue by the approved agency.

Technical

- 6.9. It shall be the responsibility of the agency to provide 3D images/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 all sizes of booth with complete display aids and furniture. The presentation should also show graphics etc. in detail.
- 6.10. The material such as wall panels, wood material, furniture, display aids etc. to be used by the agency has to be of good quality. Furthermore, photographs of the furniture to be provided

shall be shown, submitted and get duly approved at the time of presentation before technical committee.

7. TERMS & CONDITIONS:

Submission of bids

- 7.1.** 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.
- 7.2.** Bid value should be quoted in Indian Rupees only including all applicable taxes.
- 7.3.** The interested bidders shall have to pay an amount of Rs. 15,000/(excluding GST) towards non refundable application cum processing fee.
- 7.4.** Interested eligible agencies may submit their bids as per Annex-I, II, III and IV with supporting documents including earnest money (EMDs) of Rs. 5,00,000/- (Five lakhs only) and Rs. 17,700 (Seventeen Thousand Seven Hundred) in the form of demand draft drawn in favour of APEDA payable at New Delhi. Any misrepresentation of facts/withdrawals of bids will lead to forfeiture of EMD.
- 7.5.** The EMD will be refunded to the unsuccessful bidder after the selection of the vendor. For the selected bidder, EMD amount shall be adjusted against the liability towards performance guarantee. The performance guarantee shall be refunded at the time of the clearance of final dues to the agency.
- 7.6.** It shall be responsibility of the agency to ensure applicability of local laws in respect of the manpower hired by them.
- 7.7.** Agency will ensure that the activities performed by the Agency for discharge of their functions in relation to the subject assignment i.e. "India Pavilion" should be in line with the local laws.
- 7.8.** The agency is required to sign each page of the bid document by the authorized signatory. Authorization letter is to be enclosed. Validity of the bid is till 60 days from the last day of submission of bids.
- 7.9.** APEDA requires that bidders under this contract observe the highest standard of ethics during the period of agreement and free from any vigilance enquiry.
- 7.10.** The bidders have to bear the cost associated with the preparation and submission of bid documents to APEDA.
- 7.11.** A declaration that bidder is never been blacklisted/ Barred by any Central/State Govt. or PSU especially in Department of Commerce of the Govt. of India.

7.12. APEDA will reject a proposal for award of work if it is determined that the Applicant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

7.13. APEDA will declare an Applicant/Bidder ineligible, either indefinitely or for a stated period of time, to be awarded contract/contracts, if at any time it determines that the Applicant/Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

7.14. Agency will indemnify APEDA against any claims, loss, suit, liability or judgment suffered from any wrongdoing on part of the selected agency while discharging its duties under the subject assignment.

7.15. APEDA reserves the right to:

- ☞ Have ownership on Copy right of designing of Pavilion and graphics.
- ☞ Make minor changes in the Design plan at any stage .
- ☞ 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 arisen 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.

7.16. For interpretation of any clause of this document, the decision of APEDA would be final and binding on the bidder.

Conditions precedent for making of Final Payment

7.17. Agency has to submit the soft copy of final design of pavilion, panels/posters (in cdr format), soft copy of exhibitor's directory, event report (pdf format) prepared for APEDA within 10 days after completion of event. 2 hard copies of event report also be submitted. This will be treated as property of APEDA.

7.18. The approved Agency should submit a Photo album containing at-least 100 photographs (size:5x7 inch) covering each booth as well as other area of pavilion and Pen Drive containing 900 photos (300 for each days) and video of India Pavilion for all the days (NATURAL PRODUCTS EXPO WEST- 2024) covering the whole pavilion area from different angles. Furthermore, the photographs and videos of the site at the time of hand over to the organisers is also to be submitted.

7.19. Submission of exhibitor's directory 10 in nos, at APEDA's Delhi office.

- 7.20. Submission of electricity bill for the Pavilion area along with bank statement in support of such payment.
- 7.21. The bills and other supporting documents for reimbursement of freight charges in respect of samples collected from APEDA for onward dispatch to the exhibition area to justify the weight of samples.
- 7.22. A satisfactory performance from the APEDA official deputed at the exhibition site to oversee the event.
- 7.23. It is reiterated that no additional cost, except mentioned above, of any sort shall be borne by the APEDA in relation to the event.
- 7.24. In case any additional activity is required to perform, then the specific prior approval shall be needed from the Senior most officer deputed in the event through email and payment for such additional activity will be made subject to submission of supporting documents after the necessary approval.

8. GUIDELINES FOR SUBMISSION OF TECHNICAL AND FINANCIAL BIDS:

- 8.1. Sealed Application cum Processing Fees and EMDs (Annexure 1), technical bids (Annexure-2 & 4), and financial bids (Annexure-3) in separate envelopes are required to be submitted on or before the last day of bid submission period i.e. **22nd February 2024 till 11:00 AM.** mentioning the name of the event i.e., **NATURAL PRODUCTS EXPO WEST- 2024 SCHEDULED FROM 12TH TO 16TH MARCH 2024 AT ANAHEIM, CALIFORNIA (CA), UNITED STATES of AMERICA (USA)** on the envelope.
- 8.2. The Pre-Bid meeting will be held on **16th February, 2024** at 11.00 AM at APEDA, New Delhi and the minutes of the pre bid meeting shall be posted on the CPP / APEDA portal within 1 day from the pre bid meeting date. The bidders are advised to wait for minutes of pre bid meeting for submission of their bid.
- 8.3. Agencies may please note that conditional bids are not allowed and would be rejected summarily.
- 8.4. In case of non-submission of Application cum processing fee and Earnest Money by any bidder shall result into outright rejection of their bid.
- 8.5. Bids received after the deadline of submission of application will not be considered or opened under any circumstances. Bids received through email shall also not be considered.
- 8.6. 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.

9. SUBMISSION OF BIDS:

Envelope I: Containing Annexure 1- Application cum processing Fee in the form of Demand draft of Rs. 17,700/- (Seventeen Thousand, Seven Hundred Only) in favor of APEDA , payable at New Delhi and EMD- Containing Earnest money in the form of a DD of Rs.5,00,000/- (Rupees Five Lakhs only) in favor of APEDA, payable at New Delhi. The envelope should be sealed and marked as “Application cum processing Fee and EMD for NATURAL PRODUCTS EXPO WEST- 2024 scheduled from Anaheim, California (Ca), United States of America (USA)”.

ENVELOPE II: Containing Annexure 2 (Technical Bid) and Annexure 4 duly filled in with supporting documents. The envelope should be sealed and marked as “Technical Bid for NATURAL PRODUCTS EXPO WEST- 2024 scheduled from 12th to 16th March, 2024 at Anaheim, California (Ca), United States of America (USA)”.

Envelope III: Containing Annexure – 3 (Financial Bid) duly filled in for the bid value in Indian Rupee including all taxes for the complete project of India Pavilion as per layout plan and terms & condition of the Tender document. The envelope should be sealed and marked as for “Financial Bid for NATURAL PRODUCTS EXPO WEST- 2024 scheduled from 12th to 16th March, 2024 at Anaheim, California (Ca), United States of America (USA)”.

Envelope- IV: Envelopes I, II & III should be kept inside the Envelope – IV and again sealed.

The name of the agency should be clearly written with full address, Tel: nos., Email on the Envelopes (I, II, III & IV). This Master Envelope (Envelope – IV) should be marked as “Processing Fees, EMD, Technical and Financial Bid for India Pavilion at NATURAL PRODUCTS EXPO WEST- 2024 scheduled from 12th to 16th March, 2024 at Anaheim, California (Ca), United States of America (USA)” and shall be submitted to Secretary, APEDA at the address mentioned below:

Secretary

**Agricultural and Processed Food Products
Export Development Authority (APEDA)
3rd Floor, NCUI Building 3, Siri Institutional
Area, August Kranti Marg, New Delhi - 110016**

10. SELECTION PROCEDURE

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

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

Sr No	Areas	Score/Weightage
1.	Overall concept and design	30
2.	Significant portrayal of India pavilion theme area as a powerful source of food products by combined use of photos, graphics, attractive colour scheme etc	20

3.	Appropriate dimension of the structure, according to floor area allocated to APEDA and best use of the space	10	
4.	Average Turnover of the Company for last 5 financial year. Breakup of marks is given below:	5	
	a. up to Rs. 5 crore		2 marks
	b. Rs. 5-10 crore		3 marks
	c. Above Rs. 10 crore		5 marks
5.	Previous international level works similar nature in nature for proposed NATURAL PRODUCTS EXPO WEST- 2024. Breakup of marks is given below:	5	
	a. 0-5 Years		2 marks
	b. 5-10 Years		3 marks
	c. Above 10 Years		5 marks

11. OPENING OF FINANCIAL BIDS:

11.1. The evaluation of bids will be made in two stages – Technical and Financial.

11.2. For evaluation of Technical bids, presentation to be made before the Selection Committee on the specified date and time fixed by APEDA in the presence of the bidders or their authorized representatives.

11.3. Financial bids of only those firms will be considered for opening who have fulfilled the technical requirement /evaluation.

11.4. 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 = $30 \times L1(\text{the cost quoted by L1})/L2(\text{the cost quoted by L2})$ and in similar fashion for L3, L4 etc. (depending on no. of parties).

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

11.6. 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 agencies to bring down the prices or add more facilities.

12. 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.

13.ARBITRATION:

13.1. All matters of dispute arising out of this shall be governed by Indian law and subject to Court jurisdiction in New Delhi only.

13.2. Both the parties shall make all efforts to resolve any dispute by way of reconciliation.

13.3. In case of any dispute, both the parties shall make all efforts to resolve by way of conciliation process.

13.4. 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.

13.5. 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.

13.6. The fee payable to the Arbitrator shall be paid equally by both the parties. The language used in the arbitral proceedings shall be English.

14.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.

15. INTELLECTUAL PROPERTY RIGHTS:

15.1. APEDA's name/logo/other IPRs shall be the sole and exclusive property of APEDA only. For any misuse/misrepresentation/unauthorized use of APEDA's name/logo/IPRs by the Agency and/or their sub-agents/sub-contractors/employees etc., the Agency shall be held solely responsible.

15.2. 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.

15.3. 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/sub-contractors/employees. etc.

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

16. TERMS OF PAYMENT:

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

16.1. An advance up to 50% of the total cost, on submission of proof of expenses incurred or against bank guarantees in favour of Agricultural and Processed Food Products Export Development Authority for the similar amount of equal amount.

16.2. Balance amount would be released on completion of the event and satisfactory report of the officer deputed for the event.

16.3. 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.

17. PERFORMANCE ASSURANCES:

If performance of the agency is not up to 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.

Last date for submission of bids is **22nd February, 2024 till 11:00 A.M.** The complete applications should be addressed to:

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

In case the bidder requires any clarifications or further information, please contact:

Man Prakash Vijay
Dy. General Manager
Agricultural and Processed Food Products
Export Development Authority (APEDA)
3rd Floor, NCUI Building 3, Siri Institutional
Area, August Kranti Marg, New Delhi - 110 016
Phone: 91-11-41486013 /20863919 /20867008 /20867007
Mail: mpvijay@apeda.gov.in

Annexure-1

Envelope I- Super scribe as “ENVELOPE I- APPLCIATION CUM PROCESSING FEES AND EMD FOR NATURAL PRODUCTS EXPO WEST- 2024 SCHEDULED FROM 12TH TO 16TH MARCH 2024 AT ANAHEIM, CALIFORNIA (CA), UNITED STATES OF AMERICA (USA)” along with the following documents:

- 1) Application cum processing Fee in the form of Demand draft of Rs. 15, 000 + 18% GST in favor of APEDA, payable at New Delhi.
- 2) EMD- Containing Earnest money in the form of a DD of Rs. 5,00,000/- (Rupees Five Lakhs only) in favor of APEDA, payable at New Delhi.

Annexure-2

Envelope II- Super scribe as “ENVELOPE II- TECHNICAL BID FOR NATURAL PRODUCTS EXPO WEST- 2024 SCHEDULED FROM 12TH TO 16TH MARCH 2024 AT ANAHEIM, CALIFORNIA (CA), UNITED STATES OF AMERICA (USA)” along with the following documents:

- 1) Valid certificate of registration of the bidder
- 2) Authorization letter of for signatory
- 3) Address proof of the bidder
- 4) Copy of GST Certificate of bidder
- 5) Copy of Pan card of bidder
- 6) Copy of Income Tax Returns for last 5 years
- 7) A CA certificate in the format prescribed herewith **at Annexure 4.**
- 8) Copy of Work orders/completion certificates to annexed with the CA Certificate
- 9) Profile of the agency including the staff strength on payroll
- 10) A self-certified undertaking that as per performa attached.

Checklist

Particulars	Details	Page no
Name of agency		
Address as per GST Registration		
Name of authorized person		
Designation and contact details of authorized person including email id and telephone no.		
Copy of Registration /AOA & MOA alongwith copy of resolution		
Copy of GST Certificate of bidder		
Copy of Pan card of bidder		
Copy of Income Tax Returns for last 5 years		
A CA certificate as per Annexure- 4.		
Detailed Profile of the agency including the staff strength on payroll		
Track Record – previous experience of handling similar nature of work (Please mention here). As per eligibility criteria		
Copy of Work orders/completion certificates to annexed with the CA Certificate		
Non refundable Application cum processing fee of Rs. 15,000/- (excluding GST) i.e. 17,700/-		
Interest free Earnest Money Deposit “EMD” for Rs.5,00,000/- (Rupees Five Lakh only) in the form of draft/ irrevocable and unconditional bank guarantee in favour of		

APEDA, New Delhi.		
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.		

SIGNATURE OF AUTHORISED REPRESENTATIVE

Annexure-3

Envelope III- Super scribe as “ENVELOPE III- FINANCIAL BID FOR NATURAL PRODUCTS EXPO WEST- 2024 SCHEDULED FROM 12TH TO 16TH MARCH 2024 AT ANAHEIM, CALIFORNIA (CA), UNITED STATES OF AMERICA (USA)”

The Financial Quotation, duly signed, sealed, and dated, with break-up of major components separately in Indian Rupees only. No lump sum amount shall be considered.

Sr. No.	Activity	Total in Rs.
1	Designing, Construction and furnishing of theme/common area as per plan submitted covering details mentioned in 5.1 above.	
2	Designing, Construction and furnishing of stalls as per plan submitted covering details mentioned in 5.2 above.	
3	Wet sampling as per 5.3 above.	
4	Branding 5.4 above	
5	Other activities 5.5 above	
	Applicable taxes	
	Total with taxes	

(No additional cost , except that is already mentioned in the bid documents , whatsoever it may be shall be claimed unless specific prior approval through written email in this regard is conveyed from the office of the Chairman APEDA)

SIGNATURE OF AUTHORISED REPRESENTATIVE

Performa for Management & CA Certificate

To whom so ever it may concern

I /We proprietor / Partner / Director of _____ (Name of CA Firm) do thereby undertake and 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) do hereby declare and affirm as under :

1. That the business entity is in existence in the present status from _____ (date) vide PAN and VAT / Service Tax no. _____
2. The details of the business turnover in support of existence and experience in number of years and turnover criteria is as follows. (to be matched with the audited financial statement of the entity)

Financial Year	Turnover Net of taxes (in lakhs of Rupees)	Total Turnover in respect of Business relating to provision of similar services (Exhibition etc)	Turnover in respect of services relating to rendering of similar service at international event held outside India	No of International event Executed and the Maximum value of the Single assignment

3. The year wise details of the international events like gulf food executed by the organization in its own and PAN number is as follows:

S no	Financial Year	Name of the Event, Place Country	Contractee Organisation Name And address	Contract Value and Value Realized	Financial Year wise Total

(To be matched with 26AS statement of the entity)

4. That the above work was/ is obtained in the entity's own name and the billing was done and payment was collected in the entity's own bank account .
5. That the information is true and correct to the best of my knowledge and nothing has been concealed therefrom.
6. That the Audited Financial statements , copy of the work orders are attached for verification.

For

Partner/Proprietor / Director

Place :

Date :

(Ca Certificate)

I _____ s/o _____ resident of _____,
a qualified practicing chartered Accountant is in my capacity as individual / proprietor / Partner
of _____ (Firm Name) Firm Registration no _____
do hereby certify that :

I have independently verified from the books the details submitted by the business entity in para number of 2-4 of the above undertaking with books of accounts, returns, 26AS statements, Service tax returns , GST Returns and other related documents and found them to be true and correct

For CA firm

Place:

Date: