AGRICULTURAL & PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA)

Ministry of Commerce & Industry, Government of India 3rd-4th Floor, NCUI Building SIRI Institutional Area, August Kranti Marg, New Delhi-110016

NOTICE INVITING TENDER

Sealed bids are invited for Design, Construction, Maintenance and Execution of APEDA Program "International Level Buyer Seller Meet (BSM) cum Symposium for agriculture export from Bihar" Scheduled to be held from 19th to 20th May 2025 at Gyan Bhawan, Patna, Bihar

1. 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 agricultural and processed food products.
- 2. "International Level BSM cum Symposium for agriculture export from Bihar"

2.1. APEDA is organizing "International Level BSM cum Symposium for agriculture export from Bihar" to showcase and market the Bihar based Agricultural and Processed Food products alongwith GI products.

3. The Assignment:

- **3.1.** APEDA is inviting bids from the interested reputed agencies for, design, construction, maintenance, and execution of APEDA Program as proposed above. The assignment shall be on turnkey basis, from designing and fabrication to maintaining and managing the program up to dismantling.
- **3.2.** The area of Gyan Bhawan Hall (proposed venue) is **2600 Sq. Mrts approx.** for stall exhibition & B2B set-up is required for 100 stall and B2B for 100 buyers.
- **3.3.** A Conference would be organised in the auditorium with 500+ seating capacity at the venue i.e Gyan Bhawan, Gandhi Maidan Patna.
- **3.4.** 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 Interested Agencies which are in existence for the last five financial years and more and meet the following criteria having experience in execution of the similar work at similar platforms alongwith possessing sound financials, may participate in the bid process.

4.2. Assessment of Eligibility:

The details of the Agency like Name, 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.

S. No.	Eligibility Criteria	Documents required
4.2.1	 <u>The Agency should have conducted</u> at least three (3) national/ international events requiring Design, Construction, Maintenance & Execution of the program on turnkey basis during the last 5 years organized within India or outside India, where (a) The financial value of each such event should be not less than Rs. 25,00,000/- (Rs. Twenty- five 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 national/
4.2.2	The Agency should have minimum turnover of Rs. <u>3,00,00,000/- (Rs.Three Crores)</u> per year from Event management business (related to Design and construction of program(s) in National/ International Trade Fairs) organised in India/ 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.	international events executed during last 5 financial years, (iv) giving name, place and country of 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 not have been black listed by	A declaration, as per
	any Government organisation.	Annexure 5 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 with the Technical Bid 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. 2,00,000/-(Rupees Two 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 @ 5% (five per cent) of the approved 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, maintenance & execution of the work for APEDA Program at the "International Level BSM cum Symposium for agriculture export from Bihar" on turnkey basis. For better 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 readiness/furnishing of APEDA program at the "International Level BSM cum Symposium for agriculture export from Bihar" shall be as per specifications given in the layout with display props, furniture, lights, carpeting, power connections, fascia, passage area, title graphics etc. The layout plan is attached herewith.
- 5.1.3 The work shall also include all activities related to engagement of rooms, logistic arrangement, organising of conference, B2B, assembling & dismantling of stalls, drainage, material handling, maintenance and cleaning on the day before opening and daily thereafter including waste disposal.

The entire preparation must be completed on all parameters latest by 12.00 P.M. (IST) on 18th May, 2025.

- 5.1.4 The APEDA pavilion shall be designed and developed by using wooden material in theme/ common area and Octonorm cum Maxima for all individual Booths/ Stalls. The scope of work shall include the designing, developing and maintenance of the following facilities:
 - (i) Theme/common area (Para 5.2 refers)
 - (ii) Exhibitor Stalls (Para 5.3 refers)
 - (iii) APEDA Programme Branding (Para 5.4 refers)
 - (iv) Wet sampling (Para 5.5 refers)
 - (v) BSM Lounge (Para 5.6 refers)
 - (vi) Accommodation and Logistic support to the Guests (Para 5.7 refers)
 - (vii) Conference cum Symposium (Para 5.8 refers)
 - (viii) Other activities / Duties (Para 5.9 refers).

5.2 Specifications for THEME/COMMON AREA:

- 5.2.1 Theme area measuring approx. 45 sq. mtrs. shall be distinguished with 100 MM raised platform with beige parquet wooden flooring recessed LED light. APEDA pavilion shall be custom designed in complete wooden structure. All the common areas for use of APEDA shall be distinguished with raised wooden floor.
- 5.2.2 The Theme for the Comman Area shall be "Agri Export Products of Bihar."
- 5.2.3 Theme area should have adequate space for display of samples.
- 5.2.4 Branding and visibility of APEDA pavilion from the maximum height, as per guidelines of the organisers.
- 5.2.5 The pavilion will have
 - (a) Office space including semi-closed meeting room with round table and sofa sets having seating capacity of at least 12 persons
 - (b) Store and
 - (c) Pantry
- 5.2.6 The office shall be equipped with computer/ laptop, internet (Wi-Fi) and printer with photocopier facility.
- 5.2.7 The storage area including pantry shall have provision for tea, coffee, juice, drinking water, microwave oven, refrigerator for visitors with adequate supply of drinking water, tea, coffee etc.
- 5.2.8 Partition wall shall be in double side timber clad with MDF (minimum size 50 MM) in paint finish.
- 5.2.9 Custom built lockable reception table with suitable backdrop and chairs.
- 5.2.10 The generic branding shall be on stretchable fabric/ flex so that there are no wrinkles in the final get up. The common branding banners shall have concealed bright ambient lightings.
- 5.2.11 The entire pavilion shall be brightly lit with sufficient white lights leaving no room for dark pockets.
- 5.2.12 The fascia and the branding which runs through the entire APEDA pavilion will be above the basic structure and should be backlit.
- 5.2.13 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 agency shall refer to the guidelines of the organizer.

5.3 **Specifications for EXHIBITOR STALLS**:

5.3.1 The exhibitors stall shall have built-up booths of 9 sq. mtrs. for exhibitors, preferably 2 side open. There may be bigger/smaller booths depending upon the requirement of the exhibitors which will be communicated accordingly.

- 5.3.2 While these are indicative sizes, layout may be planned in such a manner that maximum numbers (around 100 in no.) of stalls may be constructed so that the space is utilized optimally with aesthetic. The final decision regarding number and size of stalls shall lie with APEDA.
- 5.3.3 All individual Booths/stall should be in Octonorm cum Maxima and the APEDA Branding should be up to the height permitted by the organizers all around the area 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.
- 5.3.4 Each built–up booth. will have the following standard furniture:
 - (i) One round table
 - (ii) Four (4) Chairs
 - (iii) Six (6) Spot lights of 100 watts each or equivalent
 - (iv) Six (6) Shelves
 - (v) One (1) Power Point
 - (vi) Wall to-wall Carpet
 - (vii) Backlit Individual Fascia
 - (viii) One (1) Waste Paper Basket
 - (ix) One (1) Lockable Counter with storage
- 5.3.5 The Agency shall provide additional furniture items to exhibitors, if required, 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**.
- 5.3.6 Preparation of three (3) panel posters of size 3' X 6' totaling 18 sq. ft. each for each stall of 9 sq. mtrs. as per the TPs/design to be arranged from the concerned exhibitors. The panels and posters prepared by the Agency shall be identical in dimension and printing quality should be of international level.
- 5.3.7 The Agency shall arrange the printing, supply and pasting of posters as per the designs provided by the exhibitors without any additional cost.
- 5.3.8 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.
- 5.3.9 The Agency shall ensure making proper lighting arrangements to leave no scope of dark pockets in the APEDA program and exhibitors stalls.

5.4 "APEDA Program" BRANDING:

- 5.4.1 The overall appearance of "APEDA" in the program shall be contemporary and elegant in look and reflect the colour and vibrancy of modern India.
- 5.4.2 The Agency shall ensure making and fixing of Façade Boards/ Graphics indicating "APEDA" title in English and Hindi at various prominently visible locations.
- 5.4.3 The Agency shall make provision of two LED/ Video walls of 3 X 2 Meter for branding in exhibitions cum B2B area. The resolution of the screen shall be full HD

(1920 x 1080). In addition, the Agency has to make sufficient provision for continuous running of video for publicity of participating companies in the form of advertisement.

- 5.4.4 The Agency shall ensure that dimension of Backlit branding of APEDA program should not be smaller than the dimensions allowed as per the guidelines of the organizers.
- 5.4.5 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 program. These banners should have bright white lightings.
- 5.4.6 For the publicity, the Agency shall develop the content along with editing, proof reading & value addition, based on the information to be provided by APEDA.
- 5.4.7 The Agency shall ensure branding and publicity of the event atleast 50 prominent location in Patna city details of which will be shared.

5.5 Wet Sampling

5.5.1 The Agency shall organize a professionally designed area of 45 sq. mtrs. for wet sampling of the Bihari food cuisine.

(A) Makhana and its value-added products each day

- (B) Litchi drink each day
- (C) Bihari Cuisine (Litti Chokha etc.)
- 5.5.2 The Agency shall make proper arrangements for transportation, delivery, crockery, preparation and serving of delicacies.
- 5.5.3 Common wet sampling area should have the provision of microwave, OTG, Induction Cooker, air fryer etc. for demonstrating live cooking, making Tea, Coffee, sampling and tasting of various food products (wet/dry). The Agency shall arrange a reputed chef for a demonstration of recipes.

5.6 BSM Lounge

- 5.6.1 Special arrangements shall be made for facilitating Buyer Seller Meet (BSM) in the rooms allocated.
 - i. In each mini block, seating will be arranged beside a rectangular table with 3 chairs, one chair for buyer and two chairs for exporters.
 - ii. Each BSM lounge will have the facility of an attendant for making and serving tea, coffee, juice, drinking water, cookies etc. with adequate supply for the day for the B2B participants.
 - iii. The entire area shall be brightly lit with ambient lights and ventilated.
 - iv. A provision of Dias may be made in one of the lounges in case a meeting is required to be organised by senior officers with buyers/ exporters.

5.7 **The Accommodation and Logistic Support to the guests**

- 5.7.1. The Agency need to take care of accommodation arrangements in suitable hotel for international and national guests during the proposed program.
- 5.7.2. The Agency need to take care of the logistics for the guest from India & international guest (except their to & fro Air ticket required in international journey).

5.8 Conference cum symposium

- 5.8.1. The Agency shall be liable to make all necessary arrangement for organizing the conference cum symposium for the stakeholder.
- 5.8.2. The conference cum symposium shall be organized in the conference hall with the capacity of 500+ attendees.
- 5.8.3. Seating plan on dias shall be finalized with final consultation of APEDA.
- 5.8.4. Timely execution of the conference shall be the viewed seriously.
- 5.8.5. A provision of welcome kit shall also be made for the participants participating in the conference. The cost of welcome kit must not be more than INR 250.
- 5.8.6. The Agency shall make necessary arrangement for fabrication of conference setup with Audio/Video system, Live telecast, live meeting etc.

5.9 Other Activities /Duties:

- 5.9.1 APEDA & Program Branding on main gate and also on outer gate/holding area of sufficient size.
- 5.9.2 The Agency shall develop system of gathering of feedback from the exhibitors.
- (a) The Agency shall assess estimated electricity load and book on behalf of and in consultation with APEDA.
- (b) It shall be the responsibility of the Agency/to distribute electricity across the APEDA program.
- (c) Necessary electricity charges and water charges will be paid by APEDA on actual basis, upon submission of supporting documents by the Agency.
- (d) The reimbursement of such expenses shall be made at the time of clearing of the Agency's bill for the event on submission of the Organizer's bills and proof of payment by the Agency to the organizer entity, if required.
- (e) However, <u>electricity load to the exhibitors more than prescribed limit shall strictly</u> <u>be on payment basis by the exhibitors</u>.
- (f) It shall be the responsibility of the Agency to collect the charges for the same from the exhibitors itself. APEDA shall not pay for any additional electricity load.
- 5.9.3 High resolution still photography/ properly edited video of APEDA program, Exhibition area covering the whole program area from different angles of the entire event for all the days by a professional photographer. The photographer and Video coverage should be available during the event.

- 5.9.4 Also, a 3-minute video of all the days of expo must be submitted after the event for social media publicity. For these activities, services of a professional Videographer/ photographer should be taken.
- 5.9.5 The Agency must submit two photo albums containing at least 250 (@ 50 photos for each day) photographs of 5-inch x 7-inch size covering each booth and other areas of program. The photographs should also be submitted in Pen Drive.
- 5.9.6 <u>It will be duty of the Agency to provide necessary facilitation to exporters during</u> <u>exhibition including distribution of exhibitor badges, visitor passes, entry passes,</u> <u>exit passes, labor passes etc.</u>
- 5.9.7 The Agency shall, every day, arrange 20 Flower pots/bouquets for VIP visits each day value approx.. Rs. 1000/- (Rupees one Thousand) or as directed by APEDA.
- 5.9.8 The Agency shall make arrangement of good quality Breakfast (25 pax.) and Lunch (vegetarian and non- vegetarian) for approximately (500 pax) people for two days.
- 5.9.9 The Agency shall arrange APEDA Souvenirs, each costing approx.. Rs. 4000/-(Rs. Four thousand) each for 10 VIP Guests and in addition 10 souvenirs of value Rs. 2000/- (Rs. Two Thousand) approx. as approved by APEDA.
- 5.9.10 The Agency shall engage 4 (four) female hostesses attired in Indian costumes and 4 (four) male attendants for all the days of the event.
- 5.9.11 The Agency will undertake the landscaping along with maintenance, cleaning and fire protection of the program for the entire duration of the exhibition
- 5.9.12 The Agency will coordinate with the APEDA exhibitors with regard to placement of posters and additional requirements, if requested.
- 5.9.13 A Buyer-Seller booklet to be made as well as on pendrive . Printed copies 500 Nos and Pendrive : 100 Nos.

6 Other Instructions- General:

- 6.1 The material such as wall panels, wood material, furniture, display aids etc. to be used by the Agency has to be of international quality and uniform in colour, size etc. Agency will demonstrate photographs of the furniture to be provided before the Selection Committee.
- 6.2 The Agency shall ensure proper maintenance and regular cleaning of the whole program well before the start of each day of exhibition.
- 6.3 The Agency shall ensure complete fire prevention and firefighting arrangements in and around APEDA program.
- 6.4 The Agency shall ensure addressing of concerns of exhibitors relating to the facilities.

- 6.5 The Agency shall ensure that suitable manpower is present at the site for maintenance of the program and coordination throughout the event.
- 6.6 The Agency shall ensure handing over the vacant cleaned possession of the program 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 organizer in this regard.
- 6.7 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.
- 6.8 The Agency shall provide newly procured carpets for entire APEDA program matching with the design, excluding the common Isle.
- 6.9 The Agency shall ensure high quality of the material as well as workmanship for making provisions of wall panels, furniture, display aids etc.
- 6.10 The Agency shall ensure the settlement and/or payment of all the dues related to show organizers and other vendors before vacating the venue by the approved agency.
- 6.11 The Agency shall ensure the invitation to all the sophisticated delegates required to be invited during the program (at national level) with final consultation of APEDA.
- 6.12 The Agency shall develop a registration desk to compile the list of the participants.

Other Instructions – Technical

- 6.11 The concept shall include the layout plan and 3D view of the same.
- 6.12 The concept/design of the program 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 program (both hard and soft copy) clearly showing the complete projection of APEDA program 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 graphics etc. in detail.

7 Terms & Conditions:

- 7.1 The Agency will work under the directions and guidance of APEDA. The Agency shall be responsible to undertake all activities for APEDA in accordance with the law.
- 7.2 The Agency shall ensure the following of organizer's recommendations/ guidelines/ directions in relation to power supply and main electrical connections, water supply and other support system etc.
- 7.3 APEDA requires that selected Agency under this contract observes the highest standard of ethics during the period of the agreement.

- 7.4 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.
- 7.5 APEDA reserves the right to:
 - (i) Have ownership on Copy right of designing of program and graphics.
 - (ii) Make changes in the Design plan at any stage.
 - (iii) Extend the deadline for the submission of applications/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 granted to the successful bidding the 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.
- 7.6 For interpretation of any clause of this document, the decision of APEDA would be final.
- 7.7 In case, any additional activity is required to be performed, then the specific prior approval shall be needed from APEDA in writing.

8. Selection Procedure:

- 8.1 The selection procedure involves pre-bid meeting, evaluation of bid documents received, making technical 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 and declaration of successful Agency.
- 8.2 The minutes of the pre bid meeting shall be posted on the APEDA website. The bidders are advised to wait for minutes for submission of their bid.

8.3 **Evaluation of Bids**:

8.3.1 A Committee will conduct a preliminary screening of the documents received and shortlist the bidder agencies fulfilling the prescribed eligibility criteria. Such agencies will have 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, design and optimal utilization of the space			30
11.	Overall aesthetics of design in terms of the program and the exhibitor stalls, innovative idea(s) proposed for the program and exhibition area and for visitor engagement. Technological innovation and fresh ideas will be graded higher.			30
111.	Annual Turnover of the Agency from Event management business (related to design, construction and maintenance of program(s) in national/ international Trade Fairs) conducted in India/ 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. Breakup of marks is given below: a. Rs. 4-6 crore 4 marks			5
IV.	c. Above Rs. 6 crore 5 marks The Agency should have conducted at least three national/ international events requiring design, construction and maintenance of the programs on turnkey basis, during the last 5 years, where (a) The financial value of each such event should not be less than Rs. 25, 00,000/- Lakh (Rs. Twenty-Five Lakh) per event. Breakup of marks is given below: a. 4-6 Events 4 marks b. Above 6 Events 5 marks			5

- 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 Quality and Cost Based Selection (QCBS) method, will be as per 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).

- 8.6 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 Both the parties shall make all efforts to resolve any dispute by way of reconciliation.
- 10.3 In case of any dispute, both the parties shall make all efforts to resolve by way of conciliation process.
- 10.4 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.
- 10.5 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.

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

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'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.
- 12.2 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.
- 12.3 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 subagents/sub-contractors/employees. etc.
- 12.4 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 @ five per cent (5%) of the value 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.

14 Terms of Payment:

- 14.1 Payment of an advance up to 30% of the contract value shall be admissible on a written request from the Agency with submission of proof of expenses incurred or against bank guarantee in favour of APEDA for the similar amount. The advance payment shall be accounted for at the time of final payment.
- 14.2 The advance payment shall be released after fulfillment of Performance Security requirement as stated in clause 13.1.
- 14.3 Balance amount of the bid value will be released on completion of the event and satisfactory report of the officer deputed for the event.
- 14.4 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.

15. Conditions precedent for making of Final Payment

- 15.1 Agency has to submit the soft copy of final design of program, 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 to be submitted. This will be treated as property of APEDA.
- 15.2 High resolution still photography/ video of APEDA program covering the whole program area from different angles of the entire event for all the days.
- 15.3 A 3-minute video of all the days of show must be submitted after the event for uploading on social media platform. For these activities, services of a professional photographer/Videographer should be taken.
- 15.4 The Agency must submit two photo albums containing at least 250 (50 for each day) photographs of 5-inch x 7- inch size covering each booth as well as other area of program. The same should be submitted in Pen Drive.
- 15.5. Submission of electricity bill for the program area along with bank statement in support of such payment.
- 15.6 A satisfactory performance Report from the APEDA official deputed at the exhibition site to oversee the event.
- 15.7 <u>It is reiterated that no additional cost, except that has been approved by APEDA</u> for additional activities, will be considered.

16. **Performance Assurance**:

If performance of the Agency is less in any of the deliverables/ the measurable output 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.

17. Guidelines for Submission of Bids:

17.1 Conditional bids are not allowed and would be rejected summarily.

- 17.2 Any misrepresentation of facts/ withdrawals of bids will lead to forfeiture of EMD.
- 17.3 The bidders shall bear the cost on preparation and submission of bid documents.
- 17.4 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.
- 17.5 <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.
- 17.6 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.
- 17.7 Bids received after the last date of submission of application shall not be considered under any circumstances. Bids received through email shall also not be considered.
- 17.8 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) 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) 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 "International Level BSM cum Symposium for agriculture export from Bihar" Programme".

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

- (i) Annexure 1 (Duly filled in) and supporting documents.
- (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 program' AT "International Level BSM cum Symposium for agriculture export from Bihar" PROGRAMME**"

Envelope III: This envelope will contain.

- (i) Annexure 4 (Financial Bid) duly filled in.
- (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 program' AT "International Level BSM cum Symposium for agriculture export from Bihar" PROGRAMME""

ENVELOPE IV: Master Envelope: This envelope will contain the following envelopes:

(i) Envelopes I & II & III should be kept inside the Envelope – IV and again sealed.

This Master Envelope should be super-scribed as:

"Technical Bid for DESIGN, CONSTRUCTION AND MAINTENANCE OF 'APEDA program' AT "International Level BSM cum Symposium for agriculture export from Bihar" PROGRAMME"" 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

17.9. In case the bidder requires any clarification, please contact:

Ms. Meena Singh Assistant General Manager Agricultural and Processed Food Products Export Development Authority (APEDA) 3rd Floor, NCUI Building, August Kranti Marg, New Delhi - 110 016 Mail: <u>meenasingh@apeda.gov.in</u>

Important Dates:

- (1) Pre bid Meeting will be held on **28thApril 2025** (Monday) at 2:30 PM in APEDA office.
- (2) Last date for submission of bids is 02nd May 2025 (Friday) till 11:00 AM.

Technical Bid for Design, Construction and Maintenance of 'APEDA program' at "International Level BSM cum Symposium for agriculture export from Bihar" PROGRAMME" scheduled from 19th - 20th May, 2025

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 mobile/ telephone 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 of Registered MSME/ Start-Up Agency for exemption from EMD (Please attach a self-certified copy)		
11	CA Certificate (Please Attach duly filled in Annexure-4)		
12	Declaration that the Agency has not been blacklisted by any Government organization. (Please Attach duly filled in Annexure-5)		

Details of Bidder Agency

13	Turnover Details (Minimum turnover Rs. 3,00,00,000) (Rs. Three Crores) per year (from Design, Construction and Maintenance of programs on turnkey basis, in International Trade events conducted within India/ outside India during any of the three years out of the last 5 years) (Please attach CA certificate as per	Year 2020-21 2021-22 2022-23 2023-24 2024-25	Turnover	
14	Annexure- 4) Experience Details (Please attach copies of Work Orders for execution of at least three international trade events for Design, Construction and Maintenance of program(s) on turnkey basis, conducted within India/outside India where (a) at least 3 Three events of the value of not less than Rs. 25.00 (Twenty-Five) Lakhs per	Year 2020-21 2021-22 2022-23 2023-24	Work Orders	
	event	2024-25		

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 Agency.

Signature of Authorized Signatory

(Name of Authorized Signatory) Designation

E-mail ID: Tel. No.: Mobile No.:

Seal of the Agency

Date:

Proforma for CA Certificate

I/We, Proprieto confirm that M		artner / Director o	f		(Name of CA (Bidder), a	,	
	////5					Fiophelois	mp /
Partnership	/	Company	having	its	registered	office	at
			_	_, having	PAN No.		
and GST No.				which is	valid from		
(acres (attached)	ام مرم	harahu daalara	and officers				

(copy attached) and hereby 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 Event Management business (on the basis of the financial statements of the entity) are as follows:

S. No.	Financial Year	No. of national /International events executed	Name of the Event, Place and Country	Name of Hosting Organization	Turnover (in Rs.)
1	2020-21				
2	2021-22				
3	2022-23				
4	2023-24				
5	2024-25				

(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 of Authorised Signatory Partner/Proprietor / Director Company Seal Signature:

Name and designation Seal of CA firm

UDIN:-

Date:

(on the Letter Head of the Agency)

Technical Bid for Design, Construction and Maintenance of 'APEDA program' at "International Level BSM cum Symposium for agriculture export from Bihar" PROGRAMME" scheduled from 19th – 20th May , 2025

To,

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, dated......I, (Name and designation of the Authorised Signatory) hereby declare and confirm that ... (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

(Name of authorised Signatory)

Designation:

Seal of the Agency

Date:

Place:

FINANCIAL BID for Design, Construction and Maintenance of "International Level BSM cum Symposium for agriculture export from Bihar" PROGRAMME" scheduled from 19th – 20th May , 2025

To,

The Secretary, APEDA, New Delhi.

Sir,

We, M/s. (Name of the firm) offer to undertake "Design, Construction and Maintenance of 'APEDA program'" at "International Level BSM cum Symposium for agriculture export from Bihar" PROGRAMME" scheduled from 19th – 20th May, 2025, in accordance with the bid notice dated 22nd April 2025. Our Financial Bid against the Scope of Work is submitted hereunder

Sr. No.	Activity/ Component	Amount in Rs.
1	The Accommodation and Logistic Support to the guests 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	APEDA Program Branding as per clause 5.4 of Bid Notice	
4	Wet Sampling as per clause 5.5 of Bid Notice	
5	BSM Lounge as per Clause 5.6 of Bid Notice	
6	Conference cum symposium as per Clause 5.7 of Bid Notice	
7	Other Activities as per clause 5.8 of Bid Notice	
8	Sub-Total of (1) – (5) above	
9	Amount of Applicable taxes	
10	Total Amount (with taxes)	

Total Amount in words: Rupees

Signature of Authorised Signatory

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

Date:

Place:

Technical Bid for Design, Construction and Maintenance of 'APEDA program' at "International Level BSM cum Symposium for agriculture export from Bihar" PROGRAMME" scheduled from 19th – 20th May, 2025

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	

Quotation for Optional Items if Required by Exporter (Note: - This quotation is not part of the Financial Bid.)

Date: Signatory

Signature of Authorized

Place:

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