

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

**BID FOR CONCEPTUALISING, DESIGN AND CONSTRUCTION OF APEDA
PAVILION AT “BIOFACH INDIA 2024” SCHEDULED TO BE HELD FROM 03rd
TO 05th AUGUST 2024 AT INDIA EXPOSITION MART (IEM), GREATER NOIDA,
UTTAR PRADESH**

1. INTRODUCTION:

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

2. ABOUT BIOFACH INDIA- 2024:

2.1. BIOFACH INDIA - India’s leading trade fair for the organic industry is co-located with NATURAL EXPO INDIA (India's most focused expo for all things Natural) and MILLETS INDIA (The expo that brings the entire Millets eco-system on a single platform). This expo trio is the most important business platform to source, network and learn for the organic, natural and millets industry.

2.2. Agricultural and Processed Food Products Export Development Authority (APEDA) is participating in Biofach India 2024 event and will set up APEDA Pavilion to showcase and market the Indian organic products. Biofach India is scheduled from 03rd-05th August, 2024 at IEM, Greater Noida, Uttar Pradesh (hereinafter referred to as the “Event”).

3. ABOUT THE ASSIGNMENT:

3.1. APEDA is inviting bids from the interested reputed agencies for, designing, construction and maintenance of APEDA Pavilion in the above show.

3.2. The total area of the APEDA Pavilion for the Event is 1000 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 meeting the following qualifying criteria in terms of desired experience/ expertise in execution of the similar work at similar platforms, and possessing sound financials, with supporting documents may participate in the bid process.

A. DOCUMENTS REQUIRED FOR ASSESSMENT OF ELIGIBILITY:

4.2 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 Annexure-1, along with copies supporting documents.

S. No.	Eligibility Criteria	Documents required
4.2.1	<p><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 within India or outside India, where</p> <p>(a) The area of the pavilion should not have been less than 200 sq. mtrs for each event</p> <p>(b) The financial value of such event should not be less than Rs. 50.00 Lakh per event</p>	<p>CA certificate showing the date of existence of the agency, turnover of the last 5 financial years and no. of events executed during last 5 financial years, giving year-wise details of events executed, signed by a practicing CA and countersigned by an authorized representative of the agency, as in Annexure-4, along with copies of Work Orders executed during last 5 financial years and additional documents, if any.</p>
4.2.2	<p><u>The agency should have earned</u> minimum turnover of Rs. 3,00,00,000, (Three Crores) from Event management business (related to Design, construction, and maintenance of pavilion(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.</p>	

4.2.3 A self-declaration, as per **Annexure 5** has to be submitted mentioning that the agency has not been blacklisted by any government organization.

B 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 Bid.
- 4.3.2 A non-refundable Application cum Processing Fee of Rs. 15,000/- (plus GST @ 18%)= Rs. 17,700/- (Rupees Seventeen Thousand Seven Hundred only) in the form of a Demand Draft (DD) drawn in favour of APEDA payable at New Delhi.
- 4.3.3 Interest-free Earnest Money Deposit (EMD) in the form of DD for Rs. 5,00,000/- (Rupees Five Lakh only) in favor of “APEDA” payable at New Delhi. The EMD received from unsuccessful bidder will be returned/refunded to them after the selection of agency. The EMD received from successful bidder will be processed as per para 4.3.6.
- 4.3.4 Exemption from submission of EMD to NSIC and MSME registered agency will be applicable subject to attaching a self-certified copy of “Exemption Certificate” issued by respective authority as per details in Annexure-1.
- 4.3.5 The successful agency shall be required to furnish a Performance Security of Rs. 5,00,000/- (Rs. Five Lakh only) or 5% of the contract value, whichever is higher, and valid up to sixty days after the date of completion of all contractual obligations. No exemption from furnishing Performance Security shall be provided to the NSIC and MSME registered organizations, as per Government norms.

4.3.6 Amount of EMD received from successful agency will be adjusted towards Performance Security and the balance amount required to make up to 5% of the contract value shall be deposited by the agency. The Performance Security shall be refunded after the clearance of final dues to the agency.

4 SCOPE OF WORK

5.1 General Guidelines

5.1.1 The present assignment is for undertaking the design /construction and maintenance work for APEDA Pavilion at the “Biofach India 2024” 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 APEDA Pavilion at the “Biofach India 2024” 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 APEDA pavilion shall be available on organizer’s website. However, the entire pavilion must be completed on all parameters latest by 4.00 P.M. (IST) on 2nd August, 2024.

5.1.5 The proposed APEDA pavilion will be designed and developed by using wooden material (Common Area) 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 (excluding the exhibitor stalls)
- (ii) Exhibitor Stalls
- (iii)Wet sampling area
- (iv)Branding India
- (v) Other activities / Duties

5.2 SPECIFICATIONS FOR THEME/COMMON AREA:

5.2.1 Theme area measuring approx. 72 sq. mtrs. should be distinguished with raised wooden floor.

5.2.2 Theme area should be covered ‘Wall to Wall’ with new carpet.

5.2.3 The reception area should have backdrop of backlit collage of glass, acrylic or lycra material.

5.2.4 A meeting lounge for APEDA having seating capacity of 6-8 people will be covered by glass/acrylic or equivalent material.

- 5.2.5 A storage area including pantry will be built with provision for tea/coffee, drinking water, microwave oven, electric kettle, refrigerator and deep freezer for visitors with adequate supply of snacks, drinking water etc.
- 5.2.6 The agency will assess requirement for furniture items and make arrangement accordingly including for EXHIBITOR STALLS.
- 5.2.7 Out of 1000 sq. mtrs, 500 sq. mtrs will be dedicated to highlighting the potential of North Eastern Region (NER)
- 5.2.8 In the common area, Back-lit Graphics panels shall be provided.
- 5.2.9 The agency will provide two Video walls of 3 X 2 Meters for branding in common area.
- 5.2.10 The entire pavilion shall be brightly lit with sufficient white lights leaving no room for dark pockets in the complete pavilion including EXHIBITOR STALLS.
- 5.2.11 The products to be displayed at Biofach India 2024 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's pavilion at the venue. The products for display 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.
- 5.2.12 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 Biofach India- 2024 event site i.e. <https://www.biofach-india.com>

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) for exhibitors. While this is indicative size, layout may be planned in such a manner that maximum numbers of stalls may be measuring 9 sq. mtrs each so that the space is utilized optimally. The final decision regarding number and size of stalls lies with APEDA.
- 5.3.2 Agency shall undertake preparation of 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 the posters prepared by the agency shall be identical in dimension and printing quality should be of international level.
- 5.3.3 Agency shall ensure the printing, supply and pasting of posters as per the designs provided by the exhibitors without any additional cost.
- 5.3.4 Agency shall ensure arranging 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 Agency shall ensure the promotion of the Brand “Organic India” all around the pavilion and that should be up to the maximum height as permitted by the organizers.
- 5.3.6 All individual stalls should be made of Octonorm cum maxima and give a modern, contemporary and elegant outlook. 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 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.

5.4 Specifications for WET SAMPLING AREA:

- 5.4.1 The APEDA Pavilion shall consist of a wet sampling area and the agency shall make necessary arrangements for the same as per the following specifications.
- 5.4.2 Such area shall be utilized for wet sampling of specified beverages, Basmati rice, millets products and other processed food products and shall have display counters, shelves etc.
- 5.4.3 For wet sampling the specified products and their quantity will be as under:
- (a) 10 Kg Basmati rice for veg biryani per day
 - (b) 10 Kg Basmati rice for non-veg biryani per 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. per day

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

- 5.4.4 No separate amount shall be payable for the material to be used at wet sampling area.

5.5 BRANDING “APEDA”:

- 5.5.1 The overall appearance of “APEDA Pavilion” should be contemporary and elegant in look and reflect the colour and vibrancy of modern India.
- 5.5.2 The agency will ensure making and fixing of Façade Boards/ Graphics indicating “APEDA” title in English at various prominently visible locations.
- 5.5.3 The agency will ensure provision of two Video wall of 3 X 2 Meter for branding in common area.
- 5.5.4 Suitable backlit branding of **APEDA** (Both English & Hindi) APEDA Logo and India Organic 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. The branding shall be placed at prominent place all over the pavilion.
- 5.5.5 The agency shall ensure that dimension of Backlit branding of ‘APEDA Pavilion’ should not be smaller than the dimensions allowed as per the guidelines of the organizers.

- 5.5.6 The agency shall provide generic branding banners 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.
- 5.5.7 The agency shall make provision of 300 Jute Bags from APEDA with India Organic branding on them (Length-12 inch, Width- 18 inch with both side branding). A bill thereof shall be submitted to APEDA proof.
- 5.5.8 The agency shall make arrangement of 200 souvenirs for visitors in the form of Brochures, Lapel Pins, Fridge Magnets with designed approved by APEDA.

5.6 OTHER ACTIVITIES /DUTIES:

- 5.6.1 The agency has to assess estimated electricity load and book on behalf of 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 Provision of 3 female hostesses, 3 male attendants in the day shift and six security guards in all shifts and for all the days of the event.
- 5.6.4 The agency shall develop system of gathering of feedback from both the exhibitors and visitors/buyers. A good IT based system with QR code points at prominent locations along with required manpower shall be arranged by the vendor. A demo is to be shown during the technical presentation.
- 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 manpower, material and equipment.
- 5.6.6 The agency shall arrange 5 bouquets each day during the event for VIP visits and arrange refreshments for them as directed by APEDA.
- 5.6.7 The agency shall arrange 10 corporate gifts for dignitaries visiting APEDA pavilion in the range of Rs. 4,000/- only as approved by APEDA. A bill thereof shall be submitted to APEDA as proof.
- 5.6.8 The agency shall make arrangement of good quality vegetarian/non-vegetarian lunch for approximately 10 people every day for three days.
- 5.6.9 The agency shall make provision for printing of 200 copies Exhibitors Directory (in English) (size: 6x8 inch approx.) containing details of the participants of Biofach India 2024 (out of which 190 shall be handed over at the fair to team APEDA and the balance 10 copies will be submitted to APEDA officials at Delhi office along with the bills).
- 5.6.11 The agency shall make arrangement for installation of at least 2 LED screens of size 3 x 2 meters in or around the APEDA theme pavilion/common area at a prominent location having good visibility for displaying video of exhibitors for advertisement. The agency shall also make coordination with the exhibitors for running the advertising videos of their products on such LED screens in the APEDA theme

pavilion/common area. 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.

- 5.6.10 The agency shall make arrangement for proper maintenance and regular cleaning of the whole pavilion well before the start of activities during each day of exhibition.
- 5.6.11 The agency shall make arrangement for complete fire prevention and firefighting arrangements in and around India pavilion (i.e. both the halls).
- 5.6.12 The agency shall make arrangement for addressing of concerns of exhibitors relating to the facilities made available by the organization.
- 5.6.13 The agency shall make arrangement so that suitable manpower remains present at the site for construction and maintenance of the pavilion and coordination of the event till the end.
- 5.6.14 It shall be duty and 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.
- 5.6.15 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.
- 5.6.16 The agency will be given the assignment on turnkey basis-from designing and fabrication, maintaining and managing the pavilion up to dismantling. The agency will also be required to coordinate with the APEDA exhibitors with regard to setting up of individual stalls and their additional requirements, if needed.

6 Other Instructions- General:

- 6.1 The agency shall adhere to Guidelines/ Regulations of Biofach India- 2024 as available on their website.
- 6.2 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.
- 6.3 The agency shall be responsible for obtaining main electricity/power connection(s) and arranging flawless distribution of power supply at each point/stall across the "APEDA pavilion" during the exhibition period. The agency shall access estimated electricity load and book on behalf of and in consultation with APEDA. The actual cost paid by the agency for obtaining electric supply shall be reimbursed by APEDA. 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 bills and proof of payment by the agency to the organizer entity.
- 6.4 However, supply of additional electricity load, more than the prescribed limits, to the exhibitors shall be done by the agency strictly on payment by the exhibitors

themselves. The Agency shall be the responsible for collection of such charges from the exhibitors itself. APEDA will not pay for any extra electricity load.

- 6.5 The agency shall make arrangement for newly procured carpets for the entire India Pavilion and, that too, 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 cleaning of the APEDA pavilion on daily basis and maintain cleaning throughout the day.
- 6.8 The agency shall make arrangement for 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.
- 6.9 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 Important Instructions –Technical

- 6.10 It shall be the responsibility of the agency to 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 all sizes of booth with complete display aids and furniture. The presentation should also show graphics etc. in detail.
- 6.11 The material such as wall panels, wood material, furniture, display aids etc. to be used by the agency has to be of good quality. Photographs of the furniture to be provided shall be shown, submitted and got duly approved at the time of presentation before technical committee.

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 observes the highest standard of ethics during the period of agreement.
- 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 minor 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 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 would be final and binding on the bidder.

7.6 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 pre bid meeting 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 Pre-Bid Meeting on the subject will be held on **15th July 2024 at 12.00 Noon** at APEDA, New Delhi and the minutes of the pre bid meeting shall be posted on the CPP / APEDA website within 2 working days 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 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.	Significant portrayal of APEDA theme pavilion, wet sampling as powerful source of food products by use of photos, graphics, attractive color schemes etc.	30

III.	Annual Turnover of the agency from Event management business (related to design, construction and maintenance of pavilion(s) in national/ international Trade Fairs) 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:		5
	a. Rs. 4-6 crore	3 marks	
	c. Above Rs. 6 crore	5 marks	
IV.	Experience of execution of works of national/ international trade fairs for design, construction and maintenance of pavilions on turnkey basis. where (i) at least one pavilion should have been covering an area of 200 sq. mtrs or more, and (ii) the agency must have executed at least 3 (Three) events of the value of not less than Rs. 50.00 Lakh/ Rs. Fifty Lakh per event. Breakup of marks is given below:		5
	a. 4-6 Events	3 marks	
	b. Above 6 Events	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 Quality and Cost Based Selection (QCBS) method, will be as per the following method:
L1 = 30 marks
L2 = 30 X 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 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.

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 sub-agents/sub-contractors/employees. etc.

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

13. TERMS OF PAYMENT:

13.1. 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 Agricultural and Processed Food Products Export Development Authority for the similar amount of equal amount.

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

13.3 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 Conditions precedent for making of Final Payment

13.4.1 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 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 of the entire event for all the days.

13.4.3 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.

13.4.4 The agency must submit two photo albums containing at least 200 (50 for each day) photographs of 5-inch x 7- inch size covering each booth as well as other area of pavilion. The same should 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 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, 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 TECHNICAL AND FINANCIAL BIDS:

- 15.1 Bidders may note that conditional bids are not allowed and would be rejected summarily.
- 15.2 Any mis-representation of facts/ 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 The name of the Bidder Agency must be clearly written on all envelopes with full 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 Biofach India 2024”.

ENVELOPE-II This envelope will contain the following documents:

- (i) Annexure 1 (Duly filled in) and supporting documents attached therewith.

- (ii) Annexure-4 (CA Certificate)
- (iii) Annexure-5 (Not Black-listed Declaration)

This envelope should be sealed and super-scribed as TECHNICAL BID FOR DESIGNING, CONSTRUCTION AND MAINTENANCE OF ‘APEDA PAVILION’ AT BIOFACH INDIA 2024 FROM 03RD-05TH AUGUST 2024 AT IEML, GREATER NOIDA, UTTAR PRADESH

ENVELOPE III: This envelope will contain

- (i) Annexure 2 (**Financial Bid**) duly filled in with supporting documents, if any.
- (ii) Annexure 3 (Quotation for Optional Items)

The envelope should be sealed and super-scribed as “FINANCIAL BID FOR DESIGNING, CONSTRUCTION AND MAINTENANCE OF ‘APEDA PAVILION’ AT BIOFACH INDIA 2024 FROM 03RD-05TH AUGUST 2024 AT IEML, GREATER NOIDA, UTTAR PRADESH”.

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.
- (ii) The name of the Bidder Agency must be clearly written on all envelopes with full address, Tel: nos., and Email on the Envelopes.

This Master Envelope should be super-scribed as:

“BID FOR DESIGNING, CONSTRUCTION AND MAINTENANCE OF ‘APEDA PAVILION’ AT BIOFACH INDIA 2024 FROM 03RD-05TH AUGUST 2024 AT IEML, GREATER NOIDA, UTTAR PRADESH” 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

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

Shri Man Prakash Vijay
Deputy General Manager
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: mpvijay@apeda.gov.in

Last date for submission of bids is 22nd July 2024 till 11.00 A.M.

Pre bid Meeting will be held on 15th July 2024 in APEDA office.

Annexure-1

(to be placed in Envelope II)

Technical Bid for Designing, Construction and Maintenance of APEDA's Pavilion at Biofach India 2024 which is scheduled to be held from 03rd-05th August, 2024)**Details of Bidder Agency****(on the Letter-Head of the Agency)**

S. No.	Particulars	Details		Page no
1	Name of Agency and Address			
2	Address as per GST Registration (also attach documents)			
3	Name, designation and contact details of authorized person including email id and mobile/ telephone no. (Please attach Authorisation 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 payroll			
8	Turnover Details (Please refer clause 4.2.1) (Minimum turnover Rs. 3,00,00,000) (Three Crores) (from business related to Design, Construction and Maintenance of Pavilions for National/ International Trade Fairs within India/ outside India during any of the three years out of the last 5 years) (Please attach CA certificate as per Annexure- 4 with copies of Work Orders)	Year	Turnover	
		2019-20		
		2020-21		
		2021-22		
		2022-23		
2023-24				
9	Experience Details (Please refer clause 4.2.1) (Please attach copies of Work Orders of at least three national/ international events for Design, Construction and Maintenance of Pavilion(s) on turnkey basis within India/ outside India where (a) at least one pavilion should have been covering an area of 200 sq. mtrs and (b) at least 3 Three events of the value of not less than Rs. 50.00 Lakhs per event	Year	No. of Work Orders	
		2019-20		
		2020-21		
		2021-22		
		2022-23		
2023-24				

10	Details of Demand Draft for Non- Refundable Application cum Processing Fee of Rs. 17,700/- (Rupees Seventeen Thousand Seven Hundred)		
11	Details of Demand Draft for Interest-free Earnest Money Deposit “EMD” for Rs.5,00,000/- (Rupees Five Lakh) / irrevocable and unconditional bank guarantee in favour of APEDA, New Delhi.		
12	Self-certified copy of “Exemption Certificate for exemption from submission of EMD by NSIC and MSME registered agency issued by respective authority. (Please Attach a copy)		
13	Self-Declaration that the agency has not been blacklisted by any Government office/ PSU/ any other Government organization. (Please Attach duly filled in Annexure-5)		

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 this 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.

Signature of Authorised Representative

**(Name of Authorized Signatory)
Designation with company seal:**

Date:

Place:

E-mail ID:

Tel. No.:

Mobile No.:

Annexure-2

(to be placed in sealed Envelope-III)

FINANCIAL BID for Designing, Construction and Maintenance of 'APEDA PAVILION' AT BIOFACH INDIA 2024 FROM 03RD-05TH AUGUST 2024 AT IEML, GREATER NOIDA, UTTAR PRADESH.

(Please note that: -

1. The Financial Bid must include break-up of quotation activity / component wise, separately, in Indian Rupees only.
2. A Bid showing lump sum amount only shall not be considered
3. No additional cost shall be claimed, except that is already mentioned in the bid documents, whatsoever it may be unless specific prior approval through written email in this regard is conveyed from the office of the Chairman APEDA.)

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

Total Amount in words: Rupees**Signature of Authorised Representative
Company seal****Date:****Place:**

Annexure – 3
(To be placed in Envelope-III)

**BID FOR CONCEPTUALISING, DESIGN AND CONSTRUCTION OF APEDA
PAVILION AT “BIOFACH INDIA 2024” SCHEDULED FROM 03rd TO 05th
AUGUST 2024**

Quotation for Optional Items if Required by Exporter

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

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	

Date:

Signature of Authorized Representative

Place:

Name

Company Seal

Annexure-4
(to be placed in Envelope II)

Proforma for CA Certificate

(For Technical Bid for Designing, Construction and Maintenance of APEDA's Pavilion at Biofach India 2024 which is scheduled to be held from 03rd-05th August, 2024)

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 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 Organisation	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.
4. That the copies of the work orders are attached.

Declaration

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

Counter-signed:

Signature of Authorized Signatory

Name of Authorised Signatory

Partner/Proprietor / Director

Company Seal

Date:

Place:

Signature:

Name and designation

Seal of CA firm

ANNEXURE-5

(To be placed in Envelope-II)

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

**BID FOR CONCEPTUALISING, DESIGN AND CONSTRUCTION OF
APEDA PAVILION AT “BIOFACH INDIA 2024”
SCHEDULED FROM 03rd TO 05th AUGUST 2024**

To
The Secretary,
APEDA,
New Delhi-110016

Subject: Declaration for not being Black-Listed

Sir,

With reference to the bid on the subject cited above, dated.....I, (Name and designation of the 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 Signatory)

Designation:

Company Seal

Date:

Place: