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

BIDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE OF APEDA PAVILION AT "SIAL INDIA 2024" SCHEDULED TO BE HELD FROM 05th TO 07th DECEMBER 2024 AT INDIA INTERNATIONAL CONVENTION & EXPO CENTRE (IICC) YASHOBHOOMI, DWARKA, NEW DELHI.

1. INTRODUCTION:

1.1. The Agricultural and Processed Food Products Export Development Authority (APEDA) an Organisation under the Department of Commerce, Ministry of Commerce and Industry, Government of India is the premier organisation for export promotion of agricultural and processed food products.

2. ABOUT SIAL INDIA- 2024:

2.1. SIAL INDIA is the perfect platform for companies looking to develop and promote the food business in this incredibly promising market. It will enhance the export prospects for the perfect combination of wine, beverages and food.

2.2. Agricultural and Processed Food Products Export Development Authority (APEDA) is participating in SIAL India 2024 event and will set up APEDA Pavilion to showcase and market the Indian Agricultural and Processed Food products. SIAL India is scheduled from 03rd-05th August, 2024 at **Hall No. 1C, Yashobhoomi, Dwarka, New Delhi.**

3. ABOUT THE ASSIGNMENT:

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

3.2. The area of Hall No. 1C in Yashobhoomi for APEDA Pavilion is 500 sq. mtrs approximately. (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 Interested Agencies, which are in existence for the last five financial years or more and meeting the following criteria having experience in execution of the similar work at similar platforms, and possessing sound financials, may participate in the bid process.

4.2. CRITERIA FOR 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 supporting documents.

S. No.	Eligibility Criteria	Documents required		
4.2.1	The agency should have conducted at least three (3) national/ 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 (a) At least one pavilion should have been	CA certificate showing the date of incorporation of the agency, turnover of the last 5 financial years and no. of events executed during last 5 financial years, year- wise details of events executed,		

	covering an area of 200 sq. mtrs or more(b) The financial value of each such event should not be less than Rs. 20.00 Lakh per event	signed by a practicing CA and countersigned by authorized signatory of the agency, as in Annexure-4.
4.2.2	<u>The agency should have earned minimum turnover</u> 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.	
4.2.3	The agency should not have been black-listed by any Government organisation.	A declaration, as per 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. 5,00,000/-(Rupees Five Lakh) drawn in favor of "APEDA" payable at New Delhi. The EMD received from unsuccessful bidder will be returned after the selection process is complete. The EMD received from successful bidder will be processed as per para 4.3.4.
- 4.3.2 Exemption from submission of EMD to NSIC and MSME registered agency will be applicable as per Government rules.
- 4.3.3 No exemption from submission of Performance Security shall be admissible to the NSIC and MSME registered organizations, as per Government rules.
- 4.3.4 Performance Security @ five per cent (5%) of the value of the contract or Rs. 5,00,000/- (Rs. Five Lakh) whichever is higher, shall be deposited by the agency selected. Hence, the EMD of Rs. 5,00,000/- (Rs. Five Lakh) received from selected agency will be adjusted towards Performance Security. In case, 5% of the bid value happens to be more than Rs. 5.00 Lakh, the agency shall deposit the additional amount over & above Rs. Five lakh in the form of DD in favour of APEDA. Both the amounts taken together shall be treated as Performance Security. The amount of Performance Security shall be refunded after completion of all contractual obligations.

5. SCOPE OF WORK

5.1 <u>General Guidelines</u>

5.1.1 The present assignment is for undertaking the design, construction and maintenance work for APEDA Pavilion at the "SIAL India 2024" 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 construction of APEDA Pavilion at the "SIAL India 2024" 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 include all activities related to assembling, dismantling, drainage, material handling, transportation, maintenance and cleaning on the day before opening and daily thereafter including waste disposal.

5.1.4 The scheduled date and other guidelines prescribed by the organiser shall be scrupulously followed for providing completed construction of the pavilion on the space reserved for APEDA pavilion. The entire pavilion must be completed on all parameters latest by 4.00 P.M. (IST) on 04th December, 2024.

5.1.5 The APEDA pavilion shall be designed and developed by using wooden material (Common Area) Octonorm cum Maxima (for all individual Booths/ Stalls) and wall-to-wall new carpet as per theme and design approved by APEDA. The scope of work shall include the designing, developing and maintenance of the following facilities:

- (i) Theme/common area (excluding the exhibitor stalls) (para 5.2 refers)
- (ii) Exhibitor Stalls (para 5.3 refers)
- (iii) APEDA Branding (para 5.4 refers)
- (iv) Other activities / Duties 5.5 refers)

5.2 SPECIFICATIONS FOR THEME/COMMON AREA:

- 5.2.1 Theme area measuring approx. **54** 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 Theme area should have adequate space for display of samples.
- 5.2.3 Branding and visibility of APEDA pavilion from the maximum height, as per guidelines of the organisers.
- 5.2.4 The pavilion will have VIP lounge, office, store, pantry and open meeting areas. The VIP lounge will have sofa sets with seating capacity of at least 10 persons, center table, store, pantry and open meeting areas. Meeting room will be with sofa seating and 6 open seating with round table and 20 chairs.
- 5.2.5 A storage area including pantry will be built with provision for tea, coffee, juice, drinking water, microwave oven, refrigerator for visitors with adequate supply of drinking water, tea, coffee etc.
- 5.2.6 A meeting lounge for APEDA having seating capacity of 6-8 people will be covered by glass/acrylic or equivalent material.
- 5.2.7 Partition wall shall be in double side timber clad with MDF (minimum size 50 MM) in paint finish.
- 5.2.8 Custom built lockable reception table with suitable backdrop and chairs.
- 5.2.9 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.
- 5.2.10 The entire pavilion shall be brightly lit with sufficient white lights leaving no room for dark pockets in the complete pavilion.
- 5.2.11 The fascia and the branding which runs through the entire APEDA pavilion will be above the basic structure and should be backlit.
- 5.2.12 For further conditions/ restrictions as imposed by the space providing authority relating Page **3** of **19**

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 pavilion shall have built-up booths of 9 sq. mtrs. / 12 sq. mtrs. for exhibitors, preferably 2 side open. There may be bigger 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 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 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 of 9 Sq. mtrs. will have the following standard furniture:
 - (i) One round table
 - (ii) Four (4) Chairs
 - (iii) Five (5) Spot lights of 100 watts each or equivalent
 - (iv) Nine (9) 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 stool
- 5.3.5 In addition, the agency shall provide additional furniture items as required by the exhibitors at reasonable cost, which will be paid by the concerned exhibitor. The cost of such furniture is to be intimated along with the financial Bid as per Annexure-3.
- 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 Ensuring 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 Ensuring making proper lighting arrangements to leave no scope of dark pockets in the APEDA pavilion and exhibitors stalls.

5.4 **"APEDA" BRANDING:**

- 5.4.1 The overall appearance of "APEDA Pavilion" shall be contemporary and elegant in look and reflect the colour and vibrancy of modern India.
- 5.4.2 The agency will ensure making and fixing of Façade Boards/ Graphics indicating "APEDA" title in English at various prominently visible locations.
- 5.4.3 The agency shall make provision of two LED wall/ Video wall of 3 X 2 Meter for branding in Page 4 of 19

common area. The resolution of the screen shall be at least full HD (1920 x 1080). In addition, the agency has to make sufficient provision for continuous running video for publicity of participating companies in the form of advertisement.

- 5.4.4 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.
- 5.4.5 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 pavilion. Furthermore, these banners should have bright white lightings.
- 5.4.6 For these publicity materials, the agency shall develop the content based on the information to be provided by APEDA along with editing, proof reading & value addition.

5.5 OTHER ACTIVITIES /DUTIES:

- 5.5.1 Sufficient number of Bunting/Hanging for all products groups of APEDA in Hall no. 1C.
- 5.5.2 APEDA Branding on main gate and also on outer gate/holding area of Hall no. 1C.
 - 5.5.3 The agency shall develop system of gathering of feedback from the exhibitors. A good IT based system with QR code points at prominent locations along with required manpower shall be arranged by the agency. A demo must be shown for this activity during the technical presentation.
 - 5.5.4 The agency shall assess estimated electricity load and book on behalf of and in consultation with APEDA. Necessary electricity charges will be paid by APEDA on actual basis, upon submission of supporting documents by the agency. However, electricity load to the exhibitors more than prescribed limit shall strictly be on payment basis by the exhibitors. It shall be the responsibility of the agency to collect the charges for the same from the exhibitors itself. APEDA shall not pay any additional electricity load. It shall be the responsibility of the Agency to distribute electricity across the APEDA pavilion.
 - 5.5.5 High resolution still photography/ properly edited video of APEDA pavilion, Exhibition area covering the whole pavilion 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.
 - 5.5.6 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.
 - 5.5.7 The agency must submit two photo albums containing at least 200 (50 for each days). photographs of 5-inch x 7-inch size covering each booth and other areas of pavilion. The photographs should also be submitted in Pen Drive.
 - 5.5.8 <u>It will be duty and responsibility of the agency to provide necessary facilitation to</u> <u>exporters during exhibition including distribution of exhibitor badges, visitor passes,</u> <u>entry passes, exit passes, labor passes etc.</u>
 - 5.5.9 Agency shall, every day, arrange approx. 5 bouquets for VIP visits or as directed by APEDA
- 5.5.10 The agency shall make arrangement of good quality Breakfast, Lunch vegetarian/non-vegetarian for approximately 10 people every day for three days.
 - 5.5.11 The agency shall arrange APEDA Souvenirs, each costing approx. Rs. 4000/- (Rs. Four

thousand) for at least 15 VIP Guests or as approved by APEDA.

- 5.5.12 The agency shall make provision of 4 female hostesses, 4 male attendants in the day shift and eight security guards in all shifts and for all the days of the event.
- 5.5.13 The agency will undertake the landscaping along with maintenance, cleaning and fire protection of the pavilion for the entire duration of the exhibition
- 5.5.14 The agency will be given the assignment on turnkey basis, from designing and fabrication to maintaining and managing the pavilion up to dismantling. The agency will also be required to coordinate with the APEDA exhibitors with regard to placement of posters and additional requirements, if requested.

6 <u>Other Instructions- General:</u>

- 6.1 The business center shall be equipped with computer/ laptop, internet (Wi-Fi) and printer with photocopier facility.
- 6.2 The material such as wall panels, wood material, furniture, display aids etc. to be used by the agency has to be of good quality and uniform in colour, size etc. Agency will demonstrate photographs of the furniture to be provided, submit and get approval for the same at the time of presentation before technical committee.
- 6.3 The design so proposed, shall be as per the norms of organizer.
- 6.4 Agency shall ensure proper maintenance and regular cleaning of the whole pavilion well before the start of each day activities i.e. each day of exhibition.
- 6.5 Agency shall ensure complete fire prevention and firefighting arrangements in and around APEDA pavilion.
- 6.6 Agency shall ensure addressing of concerns of exhibitors relating to the facilities.
- 6.7 Agency shall ensure that suitable manpower is present at the site for maintenance of the pavilion and coordination throughout the event.
- 6.8 Agency shall ensure 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 organizer in this regard.
- 6.9 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.
- 6.10 Agency shall ensure obtaining main electrical connection(s) and arranging proper power supply at the APEDA pavilion during the exhibition period. It is hereby clarified that APEDA will reimburse the actual cost as paid for provision of electrical supply. 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.
- 6.11 Agency shall ensure provision of newly procured carpets for entire APEDA pavilion matching with the design, excluding the common Isle.
- 6.12 Agency shall ensure high quality of the material as well as workmanship for making provisions of wall panels, furniture, display aids etc.

6.13 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.

Other Important Instructions – Technical

- 6.14 The concept shall include the layout plan and 3D view of the same.
- 6.15 The concept/design of the pavilion with layout, decoration plan etc. must be submitted in hard copy as well as in Pen drive. The agency shall provide 3D images/presentation of APEDA pavilion (both hard and soft copy) clearly showing the complete projection of APEDA pavilion from different angles. It must also show the complete 3D look of standard booth of 9 sq. mtrs / 12 sq. mtrs. with complete display aids and furniture. The 3D presentation shall also contain graphics etc. in detail.

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 Agency shall ensure the following of organizer's recommendation / 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 Appliant 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 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.
- 7.6 For interpretation of any clause of this document, the decision of APEDA would be final and binding on the bidder.
- 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 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 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.	Α	Maximum					
No.		Marks					
I.	Overall concept and design		30				
II.	Overall aesthetics of design in terms	of the pavilion and the exhibitor stalls,	30				
	innovative idea(s) proposed for the	pavilion and exhibition area and for					
	visitor engagement. Technological	innovation and fresh ideas will be					
	graded higher.						
III.	Annual Turnover of the agency from	m Event management business (related	5				
	to design, construction and main	ntenance of pavilion(s) in national/					
	international Trade Fairs) conducted	in India/ outside India during any three					
		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						
	c. Above Rs. 6 crore 5 marks						
IV.	Experience of execution of works o	f national/ international trade fairs for	5				
	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. 20.00 Lakh/ Rs. Twenty Lakh per event.						
	Breakup of marks is given below:						
	a. 4-6 Events	4 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.
- 8.4 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 sub-agents/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 Agricultural and Processed Food Products Export Development Authority (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. <u>Conditions precedent for making of Final Payment</u>

- 15.1 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.
- 15.2 High resolution still photography/ video of APEDA Pavilion covering the whole pavilion area from different angles of the entire event for all the days.
- 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 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.
- 15.5. Submission of electricity bill for the Pavilion 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 It is reiterated that no additional cost, except that has been approved by APEDA for additional activities, will be considered.

16. 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.

17. GUIDELINES FOR SUBMISSION OF TECHNICAL AND FINANCIAL BIDS:

- 17.1 Conditional bids are not allowed and would be rejected summarily.
- 17.2 Any mis-representation 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 address,</u> <u>Tel: nos., and Email on the Envelopes.</u>
- 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 SIAL India 2024".

ENVELOPE-II This envelope will contain the following documents:

- (i) Annexure 1 (Duly filled in) and supporting documents.
- (ii) Annexure-4 (CA Certificate)
- (iii) Annexure-5 (Not Black-listed Declaration)

This envelope should be sealed and super-scribed as TECHNICAL BID FOR DESIGN, CONSTRUCTION AND MAINTENANCE OF 'APEDA PAVILION' AT SIAL INDIA 2024"

ENVELOPE III: This envelope will contain

- (i) Annexure 2 (**Financial Bid**) duly filled in.
- (ii) Annexure 3 (Quotation for Optional Items)

The envelope should be sealed and super-scribed as <u>"FINANCIAL BID</u> FOR DESIGN, CONSTRUCTION AND MAINTENANCE OF 'APEDA PAVILION' AT SIAL INDIA 2024."

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 PAVILION' at SIAL INDIA 2024 scheduled from 05th -07th December 2024 at India International Convention & Expo Centre, Yashobhoomi, Dwarka, New Delhi" 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:

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

IMPORTANT:

- (1) Last date for submission of bids is 11th November 2024 (Monday) till 12:00 Hrs.
- (2) Pre bid Meeting will be held on 28th October 2024 (Monday) at 12:00 hrs. in APEDA office.

Technical Bid for Design, Construction and Maintenance of 'APEDA PAVILION' at SIAL INDIA 2024 scheduled from 05-07th December 2024 at India International Convention & Expo Centre, Yashobhoomi, Dwarka, New Delhi.

<u>a</u> N	(on the Letter–Head of the Ag			
S. No.	Particulars	D	Page no.	
1	Name of Agency			
2	Address as per GST Registration (also attach documents)			
3	Name, designation and contact details of authorized signatory 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 (Minimum turnover Rs. 3,00,00,000)	Year	Turnover	
	(Rs. Three Crores) per year (from Design, Construction and Maintenance of Pavilions for	2019-20		
	National/ International Trade Fairs within India/	2020-21		
	outside India during any of the three years out of the	2021-22		
	last 5 years) (Please attach CA certificate as per Annexure- 4)	2022-23		
		2023-24		
9	Experience Details (Please attach copies of Work Orders of at least three national/ international events for Design, Construction and Maintenance of Pavilion(s) on	Year	No. of Work Orders	
	turnkey basis within India/ outside India where (a) at	2019-20		
	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. 20.00 Lakhs (Rs. Twenty Lakhs) per event	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)			

Details of Bidder Agency (on the Letter–Head of the Agency)

11	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.	
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	Declaration that the agency has not been blacklisted by any 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 Signatory

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

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

FINANCIAL BID for Design, Construction and Maintenance of 'APEDA PAVILION' AT SIAL INDIA 2024 scheduled from 05-07th December 2024 at India International Convention & Expo Centre, Yashobhoomi, Dwarka, New Delhi.

To, The Secretary, APEDA, New Delhi.

Sir,

We, M/s. (Name of the firm) offer to undertake "Design, Construction and Maintenance of 'APEDA PAVILION' AT SIAL INDIA 2024 scheduled from 05-07th December 2024 India International Convention & Expo Centre, Yashobhoomi, Dwarka, New Delhi" in accordance with the bid notice datedOctober 2024. Our Financial Bid against the Scope of Work is submitted hereunder

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

Annexure – 3

Technical Bid for Design, Construction and Maintenance of 'APEDA PAVILION' at SIAL INDIA 2024 scheduled from 05-07th December 2024 at India International Convention & Expo Centre, Yashobhoomi, Dwarka, New Delhi.

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:

Signature of Authorized Signatory

Place:

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

Proforma for CA Certificate

For Technical Bid for Design, Construction and Maintenance of 'APEDA PAVILION' at SIAL INDIA 2024 scheduled from 05-07th December 2024 at India International Convention & Expo Centre, Yashobhoomi, Dwarka, New Delhi

I /We, Proprietor / Partner / Director of _				(Name of CA Fir	m) do here	by co	nfirm
that M/s				_ (Bidder), a Proprietorship / P	artnership	/ Con	npany
having its registered	office	at			, having	PAN	I No.
	and	GST	No.		which	is	valid
from	(coj	py attache	d) and h	ereby declare and affirm as unde	er:		

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

(on the Letter Head of the Agency)

Technical Bid for Design, Construction and Maintenance of 'APEDA PAVILION' at SIAL INDIA 2024 scheduled from 05-07th December 2024 at India International Convention & Expo Centre, Yashobhoomi, Dwarka, New Delhi.

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 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: