

19 August, 2023

ToRs for submission of bids for designing and construction of India pavilion at Anuga Food Fair 2023 scheduled from 07th -11th October-2023 at Cologne, Germany

1. Requirement

Agricultural and Processed Food Products Export Development Authority “APEDA” is participating in **Anuga Food Fair 2023** an international event and will set up its pavilion to showcase and promote agri products of India in the North American market. **Anuga Food Fair 2023** event is scheduled to be held from **7th-11th October-2023 at Cologne, Germany** (hereinafter referred to as the “Event”).

The total area of the APEDA Pavilion for the Event is 300 sq. mtrs. Layout of the Event is attached.

2. Eligibility for submission of Bids

Agencies having following minimum qualifications are hereby invited to bid for the event on the turnkey basis.

- 2.1 Must be a registered business entity/service provider. Registration no. of TAN/Direct tax/Income tax/Trade Tax/VAT/GST, etc. as applicable may be quoted in the technical bids format and copy of the certificate/proof must be attached. These documents should be in the name of applicant organisation only and not that of group/sister organisations. In other words, name of applicant organisation should be same in all the documents submitted.
- 2.2 A minimum of 3 years experience in conceptualizing, designing and executing the projects on turnkey basis for setting up of pavilion/s in International events organized outside India.
- 2.3 Average turnover of Rs.5,00,00,000/- for any of the three years during the last preceding 5 years (Audited/Unaudited) duly certified by practicing CA.
- 2.4 EMD in the form of DD for the amount of Rs. 2,00,000/- (Rupees Two Lakh only) in favour of “APEDA” payable at New Delhi is essential for the bid without which the bid offer will be rejected.
- 2.5 A self certified undertaking has to be submitted mentioning that they have never been blacklisted by any government organization and the same is not applicable as on date.

SCOPE OF WORK

I. Theme /Common area (Excluding the exhibitor stalls)

1.1 Theme area common approx. 36 sq. mtrs area would include meeting lounge and wet sampling area.

- i. The proposed APEDA pavilion will be designed using complete wooden material including the common area.
- ii. A reception with backdrop of backlit collage on glass, acrylic or lycra material.
- iii. Custom built reception table logo with front trans light on both sides and displaying India Organic & APEDA.
- iv. A meeting lounge for APEDA surrounded by glass/acrylic or equivalent material with a single entrance to theme area. The lounge will have sofa sets with seating capacity of at least 6-8 persons, centre table, store & open meeting areas (as per availability & utilization of maximum space).
- v. Meeting room with adequately arranged sofas and tables with chairs as per availability of space for meetings.
- vi. A storage area including pantry with provision for tea/coffee, drinking water, refrigerator etc to be provided.
- vii. One India branding with double sided backlit graphics at maximum height as per the guidelines of the organizers for proper visibility of India's participation from the distant place.
- viii. Ten back lit graphic panels in the common area shall be provided of at least 6"X3"ft. Size.
- ix. For further conditions of construction of pavilion/stalls, heights of the stall etc. you may refer www.anuga.com.
- x. The pavilion shall be brightly lit with sufficient white lights not to allow dark pockets in the complete pavilion.
- xi. Vendor shall arrange 5-6 bouquets on daily basis for the visits of Embassy officials, VIPs and other dignitaries and arrange refreshments (Tea, Coffee, soft drinks and snacks) for them as directed by APEDA during all the days of event.
- xii. To arrange logistics for publicity materials at the place of event.
- xiii. Stands may be provided to display brochures etc.

- 1.2 Wet Sampling Area: A wet sampling area for basmati biryani (Veg & Non Veg) and sampling of various recipes of Millets, e.g., khichadi, dalia, poha, idli etc. and to have display counters, shelves, microwave and various processed food items.

II Branding and Publicity

- i) Backlit branding and visibility of APEDA India pavilion from the maximum height, as per the guidelines of the organizers.
- ii) The overall look of APEDA pavilion should be contemporary and reflect the colour and vibrancy of modern India. A suitable backlit branding of INDIA shall be followed all over.
- iii) The generic branding should be on stretchable lycra or flex so that there are no wrinkles in the final get up. The common branding banners should have bright – white lightings.
- iv) Preparation of video clips of events of the India Pavilion daily and uploading the same in youtube, twitter, facebook and other social media after seeking approval of APEDA.
- v) Development and preparation of APEDA brochures, recipe book and exhibitor’s directory in 300 pendrives.
- vi) For wet sampling of Basmati Rice Biryani and Millets and its products, an Indian restaurant has to be identified for preparation and serving of Biryani and millets based products. The identified restaurant may be asked to prepare two types of biryani one vegetarian and other non vegetarian and various items of millets along with transporting and delivering at exhibition site in their crockery, 2 attendants for serving and to supply the required serving material such as disposable plates, napkins and spoons etc. Charges for preparation of biryani of quantity 20 kg. per day (10 kg for non vegetarian biryani and 10 kg for vegetarian biryani) and millets based products and serving etc. to be included in the bid. Vendor has to provide the basmati rice and millets for preparation of Biryani and millets based dishes.
- vii) Arrangement of Henna tattoo in the theme area.
- viii) Various activities for the promotion like Mascot, Storytelling, demo of live food preparation, Quizzes, promotion in exhibition area and services of social media influencer will also be required.
- ix) 300 cotton millet bags along with “Millets” and “APEDA” logo for distribution during the event.
- x) 20 Gift items @ Rs.5000/- each to be given to the VIPs & dignitaries visiting the stall.

III Exhibitor Stalls:

The selected bidder shall require to undertake the following activities:

- i) All Individual Booths/stall should be in Octanorm cum Maxima and the India Branding should be upto the height permitted by the organizers all around the area and should give a modern contemporary look.

- ii) The Agency is to propose maximum nos. of 9 sqm stalls that can be created in the area allocated for APEDA pavilion as per layout for exporters to display their products and area for interaction with the buyers/visitors.
- iii) Every individual stall of 9 sq. mtr. for exporter would be provided following furniture and multiple to bigger stalls according to their size:
 - a. backlit individual facia,
 - b. one round table with three chairs,
 - c. one waste paper basket
 - d. 6 display shelves
 - e. one Power Point with multiplug
 - f. New Carpet in the stall
 - g. One lockable counter (jewellery showcase) with storage with front lit poster
 - h. 6 lights of 100 watts or need based sufficient illumination
 - i. Stall area may also be changed on requirement & at the discretion of APEDA.
- iv) Preparation of 3 panel posters of size 3' X 6' sq. ft. for each 9 Sq. mtrs. stall, as per the TPs/design to be arranged from the concerned exhibitors. The panels and the posters prepared by the agency shall be identical in dimension with similar template and printing quality should be of international level.

IV OTHER ACTIVITIES:

- i) Provision of 2 hostesses cum interpreter and one attendant for all the days during the show.
- ii) Provision of one LED wall of 60 inches with DVD player/pen drive.
- iii) High resolution still photography for the entire event and submit 2 albums containing at least 150 photographs of 5x7 size with mat finish.
- iv) The agency has to assess estimated electricity load and book in advance on behalf of APEDA. Charges for the same and electricity consumption shall be paid on actual on submission of supporting documents.
- v) Undertaking landscaping along with maintenance, proper and regular cleaning of the entire pavilion before start of each day and fire protection of APEDA pavilion in both blocks in the same hall.
- vi) Arrangements for drinking water, tea, coffee, soft drink & snacks for visitors from (Embassy officials, other dignitaries etc) for all the three days.
- vii) Any other miscellaneous requirements/compliances of the show organizers may be adhered to in confirmation with APEDA during all the days of the event.
- viii) Dispatch of publicity material approximately of 100 kgs as per actuals.
- ix) Cleaning and Maintenance of entire APEDA Pavilion.
- x) The requirements of Business office like printing, photocopying, provision of internet etc

should be arranged by the agency on requirement basis as per direction of APEDA.

5. GENERAL

- i) The selected bidder will be responsible to ensure that suitable manpower is present at the site for construction and maintenance of the pavilion and coordination of the event till the end. The selected bidder would settle all the applicable bills of the organizers by the end of the Event.
- ii) Power supply and main Electrical connections, water supply and other support system etc., shall be available as per the show organizers recommendations. Accordingly, aforesaid provisions need to be checked and all the arrangements made by the selected bidder.
- iii) Arrangement of badges for all the workforce provided by the vendor.
- iv) The agency will have to settle all bills of the venue authority and/or other vendors, if any, before vacating the venue, in case these services are availed.
- v) The agency will ensure presence of sufficient number of trained technical manpower (decorators, electrical, civil) available on-site throughout the show for attending to any complaint/contingency. The agency will ensure that any urgent requirement of items to be procured for India Pavilion will be made available in the shortest possible time to avoid/minimize downtime.
- vi) The agency will have to fulfill all the statutory requirements like workers compensation, Pay Roll Tax Industrial Relations Act etc. of the foreign country in which the trade fair/exhibition is held. The agency is required to follow work health and safety procedure/system in respect of all personnel engaged by them as per the laws of the country concerned.
- vii) The agency shall ensure that all clearances/NOCs/permissions required by the venue authorities/ local authorities in Cologne, Germany are obtained to the satisfaction of the fair authority.

6. TERMS AND CONDITIONS

- i) The approved bidder will work under the directions and guidance of APEDA. It shall be the sole responsibility of the Agency to ensure all activities undertaken by them for APEDA are in accordance with the legal framework.
- ii) Bid value should be quoted in Indian Rupees only including all applicable taxes.
- iii) Interested eligible agencies may submit their bids as per Annex-I and II with supporting documents including earnest money (EMD) of Rs. 2,00,000/- (Rs. Two lakh) only in the form of a demand draft drawn in favour of APEDA payable at New Delhi. The EMD will be refunded to the unsuccessful bidder after the selection of the vendor. For the selected bidder, EMD amount would be adjusted in the final payment.
- iv) It shall be responsibility of the agency to ensure applicability of local laws in respect of the services provided/manpower hired by them.

- v) The agency is required to sign each page of the bid documents by the authorized signatory. Validity of the bid shall be for 30 days from last day of submission of bids APEDA requires that bidders under this contract observe the highest standard of ethics during the period of agreement and free from any vigilance enquiry. The bidders have to bear the cost associated with the preparation and submission of tender documents to APEDA.
- vi) 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.
- vii) APEDA will declare an Applicant/Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts, if it at any time determines that the Applicant/Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- viii) Agency will indemnify APEDA against any claim, loss, suit, liability incurred or judgement suffered or likely to be suffered.
- ix) The agency will provide new carpet inside the Pavilion as per the colour approved by APEDA.
- x) The material such as wall panels, furniture, display aids etc. to be used by the agency has to be of good quality. As mentioned earlier, photographs of the furniture to be provided shall be shown and submitted at the time of presentation.
- xi) A self certified undertaking has to be submitted mentioning that they have not been blacklisted by any Government organization and the same is not applicable as on date.
- xii) 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 with similar template to maintain symmetry.
- xiii) Vendor has to submit the soft copy (in cdr format and pdf format) of final design of pavilion, panels prepared for APEDA alongwith the report of APEDA's participation including visitor's details (buyer list and enquiries) to APEDA before settlement of final payment. This will be treated as property of APEDA.
- xiv) APEDA reserves the right to :
- Copy right of designing of Pavilion and graphics.
 - Make minor changes in the Design plan or size of the theme area.
 - Extend the deadline for the submission of applications/bid documents at its discretion.
 - Accept or reject any proposal at any time prior to award of contract/order, without assigning any reasons and without any liability on APEDA.
 - Suspend the project, cancel the contract with the selected party in part or in the whole at any time if in the opinion of the APEDA it is necessary or expedient in the public interest. The decision of the APEDA shall be final and binding in this regard. APEDA shall also not be responsible for any damage or loss caused or arise out of aforesaid action.
 - Modify terms and conditions of the contract which shall be granted to the successful

bidder after the bidding process, if in the opinion of the APEDA, it is necessary or expedient to do so in public interest or for proper implementation of the project. The decision of the APEDA shall be final and binding in this regard.

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

7. GUIDELINES FOR SUBMISSION OF TECHNICAL AND FINANCIAL BIDS

7.1 Sealed technical and financial bids in separate envelopes are required to be submitted mentioning the name of the event i.e., **Anuga Food Fair 2023** scheduled from **7th-11th October-2023 at Cologne, Germany at the envelope by 4rd September 2023 till 4 P.M** Bidders may note that conditional bids are not allowed and would be rejected summarily. The **Pre Bid meeting will be held on 29 August 2023 at 4 P.M.** at Conference Hall, APEDA, New Delhi.

7.2 Cover 1: Technical Bid: Superscribe the name of the event and “Technical Bid” to include the documents mentioned in Annexure I.

(Annexure I)

| Mandatory details to be submitted by the Bidder: | |
|--|--|
| • Name of agency with address | |
| • Name and Designation of Chief Executive | |
| • Profile of the agency including the staff strength on payroll | |
| • Track Record – previous experience of handling similar nature of work (Please mention here). • The company must have 3 years work experience in event management in international trade fairs pavilion organized outside the country (excluding advertising and printing) with copies of work orders for last two years. | |
| • A CA certificate certifying the turnover of the applicant bidder for the last 3 financial years. The turnover should be in the name of applicant organization only and not that of group/ sister organizations. | |
| • Self attested photocopies of latest Income Tax Returns for the last 3 years and self attested photocopy of the PAN Card. These documents should be in the name of applicant organization only and not that of group/sister organizations. In other words, name of applicant organization should be same in all the documents submitted. | |
| • An interest free Earnest Money Deposit “EMD” for Rs.2,00,000/- (Rupees Two Lakh only) in the form of draft/ irrevocable and unconditional bank guarantee in favour of APEDA, New Delhi. EMD will be returned to the unsuccessful, bidder after the final selection. For the selected bidder, EMD amount would be adjusted in the final payment. • A self certified undertaking has to be submitted mentioning that they have not been blacklisted by any Government organization and the same | |

| | |
|---|--|
| <ul style="list-style-type: none"> • is not applicable as on date. | |
|---|--|

7.3 The concept/design of the pavilion with layout, decoration plan etc. as indicated above must be submitted in hard copy as well as on CD. The agency should 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 with complete display aids and furniture. The 3D presentation should also include graphics etc. in detail.

7.4 Cover 2: Financial Bid: Super scribe the name of the event and “Financial Bid” (Annexure II)

7.4.1 To include the following documents/details:

7.4.2 The Financial Bid shall be inclusive of taxes, however, in the invoice for the payment, taxes will be mentioned separately. No lump sum amount shall be considered.

7.4.3 The Financial Bid, duly dated, with break-up of major components separately in Indian Rupees only. No lump sum amount shall be considered. It should be in a separate envelope duly sealed.

Annexure II (Financial Bid)

Financial bids for designing and construction of India pavilion at Anuga Food Fair 2023 scheduled from 7th-11th October-2023 at Cologne, Germany

| S. No. | Particular of Work | Rate per sqm (wherever applicable) | Total |
|-----------|---|------------------------------------|-------|
| 1. | Construction and furnishing of theme/common area of 18sqm as per details mentioned in 3 (I) (1.1) above other than branding mentioned at 3 (II) The lounge will have sofa sets with seating capacity of persons of at least 6-8 persons, centre table, store & open meeting areas (as per availability & utilization of maximum space) | | |
| 2. | Wet sampling Area mentioned as per 3 (I) (1.2) | | |
| 3. | Branding and Publicity as per details mentioned in 3 (II) | | |
| 4. | Exhibitor stalls as per details mentioned in 3 (III) | | |
| 5. | Other activities as per details mentioned in 3 (IV) | | |
| 6. | Applicable taxes | | |
| 7. | Total Amount (inclusive of taxes) | | |

8. SELECTION PROCEDURE

- 8.1 A Committee in APEDA will carry out a preliminary screening of the bidders and will shortlist the bidders fulfilling the prescribed requirements. The short listed bidders will be required to make technical presentation before the selection committee.
- 8.2 The presentation may bring out their suggestions on the following areas:

| S. No. | Areas | Score/Weightage | | | | | | |
|--------------------------|--|-----------------|---------|--------------------------|---------|------------------------|---------|---|
| 1. | Overall concept and design | 30 | | | | | | |
| 2. | Significant portrayal of India as powerful source of food products. | 20 | | | | | | |
| 3 | Appropriate dimension of the structure, according to floor area allocated to APEDA and best use of the space. | 10 | | | | | | |
| 4 | Turnover of the Company: Breakup of marks is given below: <table border="1" style="margin-left: 40px;"> <tr> <td>Rs. 5 Crore</td> <td>2 marks</td> </tr> <tr> <td>More than Rs. 5-10 crore</td> <td>3 marks</td> </tr> <tr> <td>More than Rs. 10 crore</td> <td>5 marks</td> </tr> </table> | Rs. 5 Crore | 2 marks | More than Rs. 5-10 crore | 3 marks | More than Rs. 10 crore | 5 marks | 5 |
| Rs. 5 Crore | 2 marks | | | | | | | |
| More than Rs. 5-10 crore | 3 marks | | | | | | | |
| More than Rs. 10 crore | 5 marks | | | | | | | |
| 5 | Previous works of similar nature international level. Breakup of marks is given below: <table border="1" style="margin-left: 40px;"> <tr> <td>5 years</td> <td>2 marks</td> </tr> <tr> <td>More than 5-10 years</td> <td>3 marks</td> </tr> <tr> <td>More than 10 years</td> <td>5 marks</td> </tr> </table> | 5 years | 2 marks | More than 5-10 years | 3 marks | More than 10 years | 5 marks | 5 |
| 5 years | 2 marks | | | | | | | |
| More than 5-10 years | 3 marks | | | | | | | |
| More than 10 years | 5 marks | | | | | | | |

9. OPENING OF FINANCIAL BIDS

- 9.1 The marking would be done on all the presentations. The vendors who secure minimum 70% marks (49 out of 70 marks) in technical presentations will be short listed and only their financial bids shall then be opened. Financial bid will carry a maximum of 30 marks. The calculation of marking will have the following method:

$L1 = 30 \text{ marks}$

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

- 9.2 After the financial marks are obtained the technical and financial marks will be added up and the bidder scoring highest aggregate marks will stand selected.
- 9.3 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 bidders to bring down the prices or add more facilities.

10. 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, 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 this contract, nor shall either party have any such claims for damages against the other, in respect of such non-performance 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.

11. Arbitration

All matters of dispute arising out of this shall be governed by Indian law and subject to Court jurisdiction in New Delhi only. Both the party shall make all effort to resolve any dispute by way of reconciliation. In the event of any 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 by the CHAIRMAN, APEDA and the decision given shall be binding on the parties. The provisions of Indian Arbitration & Conciliation Act 1996 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.

12. Terms of Payment:

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

- i) An advance up to 50% of the total cost, on submission of proof of expenses incurred or against bank guarantee of equal amount.
- ii) Balance amount would be released on completion of the event pursuant to receipt of satisfactory report of the officer(s) deputed for the event.
- iii) The Bidder has to bear all the costs associated with the preparation and presentation.

13. SUBMISSION OF BIDS

13.1 Bids shall be submitted by the bidder with supporting documents in a sealed envelope in the following manner:

Envelope I: EMD - Containing Earnest money in the form of a DD of Rs.2,00,000/-(Rupees Two Lakh only) in favor of APEDA, payable at New Delhi.

Envelope II: Containing Annexure I (Technical Bid) duly filled in with supporting documents. The envelope should be sealed and marked as “Technical Bid for APEDA Pavilion at **Anuga Food Fair 2023 scheduled from 7th-11th October-2023 at Cologne, Germany**

Envelope III: Containing Annexure – II (Financial Bid) duly filled in for the bid value in Indian Rupee including all taxes for the complete project of APEDA Pavilion as per layout plan and terms and conditions of the Tender document. The envelop should be sealed and marked as for “Financial Bid APEDA Pavilion at **Anuga Food Fair 2023 scheduled from 7th-11th October-2023 at Cologne, Germany.**

Envelope IV: Envelopes I, II & III should be kept inside the Envelope – IV and again sealed. The name of the bidder should be clearly written with full address, Tel: nos., E-mail on the Envelopes (I, II, III & IV). This Master Envelope (Envelope – IV) should be marked as “Technical Bid and Financial Bid for APEDA Pavilion at **Anuga Food Fair 2023 scheduled from 7th-11th October-2023 at Cologne, Germany** and shall be submitted to Director at the address mentioned below.

14. Performance Assurance

If performance of the agency is not upto the mark or is less in any of the deliverances/the measurable output is less than envisaged as per scope of work, then a part of the total bid value will be retained by APEDA at the time of final payment. Decision of APEDA shall be final in this regard.

Last date of submission of bids is 4rd September 2023 till 4 P.M Hrs.

Director APEDA
3rd Floor, NCUI Building, 3,
Siri Institutional Area,
Opp. Asiad Village,
August Kranti Marg,
NewDelhi – 110016