Agricultural & Processed Food Products Export Development Authority (APEDA)

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

Notice Inviting Tender

Sealed bids are invited for Facilitating as Market Intelligence Cell for APEDA.

1. Introduction:

The Agricultural and Processed Food Products Export Development Authority (APEDA) under the Department of Commerce, Ministry of Commerce and Industry, Government of India is the premier organisation for export promotion of agricultural and processed food products. It plays a crucial role in enhancing the export potential of these products by providing services such as market development, quality control, and certification. APEDA also ensures to maintain the quality and standards of the exported products and facilitates the participation of Indian exporters in global markets. APEDA's Scheduled products account for more than half of the agricultural exports from India and cover17 broad product categories ranging from fresh fruits and vegetables to processed food. For details, please visit: www.apeda.gov.in

2. ABOUT THE ASSIGNMENT:

Bids, as per the following criteria, are invited from the interested reputed agencies for a Market Intelligence Cell (MIC) for APEDA. Proposals are invited from professional consulting firms who can facilitate operations of the Market Intelligence Cell.

3. Objective:

India's agriculture sector is a fundamental component of its economy, accounting for 18.2% of the GDP. As the world's top producer of milk, pulses, and spices, and the second largest in terms of rice, wheat, cotton, and fresh produce, India holds significant potential to lead in global agricultural exports. However, with an average annual growth rate of 4% over the last five years, India has yet to fully realize its export capabilities. As one of its key measures APEDA is taking a strategic step for a Market Intelligence Cell (MIC). This initiative aims to track market trends, provide actionable insights and disseminate this among exporters, thereby enhancing India's agricultural exports and bolstering its presence in the global market.

4. ELIGIBILITY FOR SUBMISSION OF BIDS:

4.1 Professional Agencies, which are in existence for the last five financial years and more and meeting the following criteria of having experience in execution of

the similar work and possessing sound financials, may participate in the bid process.

4.2. ASSESSMENT OF ELIGIBILITY:

The details of the agency like Name, address, GST Registration No., PAN Card, Turnover for the last five financial years, Names and years of the Events conducted in the desired field, are to be mentioned as per proforma at <u>Annexure-1</u>, along with copies of supporting documents.

S. No.	Eligibility Criteria		
NO.			
4.2.1	The agency shall be a reputed consulting firm dealing with development of market intelligence with access to authentic sources of information in the identified global markets.		
4.2.2	The agency should have earned an average annual Consultancy Fee amounting to Rs. 3, 00, 00,000/- (Rs. Three Crores) during any three years out of last five financial years from the similar type of consultancy operations. The turnover shall be in the name of applicant organization only and not that in the name of group/ sister organizations. A certificate, as in Annexure-2 from the CA shall be submitted.		
4.2.3	The Consulting firm should have carried out similar assignments in international trade in the field of Food and Agricultural Trade		
4.2.4	The agency should not have been black-listed by any Government organisation. A Declaration, as in Annexure-3 shall be submitted.		
4.2.5	The agency shall submit CVs of the team leader and members of the Team.		
4.2.6	The Team Leader should be (a) MBA or Post Graduation in Agriculture/ economics/ International Business, and (b) possessing a minimum experience of 5 years in the field of Agriculture/ International trade.		
4.2.7	The Team Associate/ Member should be MBA or Post Graduation in Agriculture/ economics/ International Business having specialization in trade analysis, WTO Issues and proficient in analysis of trade data.		

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. 10,000/- plus GST @ 18%= Rs. 1,800/- total Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred) in the form of a Demand Draft (DD) drawn in favour of "APEDA" payable at New Delhi.
- (ii) Interest-free Earnest Money Deposit (EMD) in the form of DD for Rs. 2,00,000/- (Rupees Two Lakh) drawn in favor of "APEDA" payable at New Delhi. The EMD received from unsuccessful bidder will be returned after the selection process is complete. The EMD received from successful bidder will be processed as per Para 4.3.4.

- 4.3.2 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.
- 4.3.3.1 Performance Security @ five per cent (5%) of the value of the contract or Rs. 2, 00,000/- (Rs. Two Lakh) whichever is higher, shall be deposited by the agency selected. Hence, the EMD of Rs. 2, 00,000/- (Rs. Two Lakh) received from selected agency will be adjusted towards Performance Security. In case, 5% of the bid value happens to be more than Rs. 2.00 Lakh, the agency shall deposit the additional amount over & above Rs. Two 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:

The consulting Firm shall facilitate as Market Intelligence Cell (MIC) for APEDA. A list of (i) the identified focus products of APEDA as well as (ii) the key destinations for exports are given at Appendix of this document. The responsibilities of the MIC shall be as follows:

5.1 **Reports:**

(A) Supply-Side Dynamics:

- (i) <u>Crop Trends:</u> Acreage trends and climate impacts on identified crops (a monthly report during KHARIF and RABI seasons) in India and key markets for the identified products
- (ii) <u>Commodity varieties:</u> Mapping popular varieties of key commodities in key importing countries (annual).
- (iii) <u>Pricing Analysis:</u> Monitoring and forecasting domestic and global prices on a monthly basis
- (iv) <u>Competitor analysis:</u> Assessment of India's position versus competing countries in terms of market share, tariffs, and trade agreements (annual).

(B) **Demand-Side Dynamics:**

- (i) <u>Target Market Analysis:</u> Market size, trends, major changes, consumer insights (income, preferences and spending patterns) (annual).
- (ii) <u>Global Trade Insights:</u> Demand-supply analysis, competitor assessment.

- (iii) <u>Trade Policies:</u> Monitoring FTAs, tariffs, and SPS/TBT changes affecting exports of identified commodities.
- (iv) <u>Trade Facilitation</u>: Identification of trade associations, trade fairs, and retail opportunities to promote Indian products and recommendations for leveraging FTAs and trade agreements (monthly/annual).

(C) Macroeconomic Indicators:

GDP growth rates, inflation, and exchange rate trends in target markets and India (quarterly/monthly).

(D) **Buyer-Seller Linkages:**

Detailed profiles of buyers, importers, suppliers, and exporters, including product specifications and contact details (annual).

(E) Quick research report:

Quick research on current topics, up to two per month, will be conducted upon request.

6. Reporting Requirements:

- (1) The agency shall capture and report any event which would provide opportunities for exports in the identified markets. In case of emergency, such data shall be immediately brought to the notice of Chairman, APEDA.
- (2) The agency shall provide a monthly assessment report to APEDA.
- (3) All reports shall be delivered electronically and updated regularly to reflect real-time data.
 - (4) The MIC Reports shall be discussed during Monthly review meetings to deliberate upon the findings of reports and actionable insights.

7. Duration:

The MIC working and operationalization will span over an initial period of 12 months, and shall have potential for extension of tenure based on the performance and outcomes.

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 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.	Areas	Maximum
No.		Marks
I.	Concept and Methodology for a Market Intelligence Cell in view of the mandate of APEDA	30
п.	Experience in providing similar services in Government sector: (a) Two projects 20 Marks (b) One project	20
III.		
IV.	Back-end support	10
v .	Resume of the Team Leader	5
VI.	Resume of Team Associate/ Member	5

- 8.4 The marking will be done on all the presentations. The bidders who secure minimum 70% marks (49 out of 70 marks) in technical presentations, will be short listed and only their financial bids shall then be opened. Financial bid shall carry a maximum of 30 marks.
- 8.4 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 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 incurrence of any liability on APEDA. <u>APEDA also reserves the right to negotiate the prices with the selected agencies to bring down the prices or add more facilities.</u>

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 tender shall be governed by Indian law and subject to Court jurisdiction in New Delhi only.
- 10.2 In case of any dispute, both the parties shall make all efforts to resolve by way of conciliation process.
- 10.3 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.
- 10.4 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.

10.5 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, subagents, 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. EMD of Rs. 2, 00,000/- (Rs. Two 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 The payment shall be released after fulfillment of Performance Security requirement as stated in clause 13.1.

- 14.3 The payment shall be released on monthly basis.
- 14.4 Expenditure towards out of station journeys shall be borne by APEDA. Such a journey shall be undertaken only with the approval of Chairman, APEDA.

15. PERFORMANCE ASSURANCE:

If performance of the agency 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.

16. Guidelines for Submission of Technical and Financial Bids:

- (i) Conditional bids are not allowed and would be rejected summarily.
- (ii) Any mis-representation of facts/ withdrawals of bids will lead to forfeiture of EMD.
- (iii) The bidders shall bear the cost on preparation and submission of bid documents.
- (iv) 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.
- (v) <u>The name of the Bidder Agency must be clearly written with full</u> <u>address, Tel: nos., and Email on all Envelopes</u>.
- (vi) 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.
- (vii) 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.
- (viii) 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. 11.800/- (Rs. Eleven Thousand Eight Hundred) including GST in favor of APEDA, payable at New Delhi as Application cum Processing Fee.
- (ii) Demand Draft of Rs.2,00,000/- (Rupees Two Lakh) 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 Technical Bid for Market Intelligence Cell of APEDA".

ENVELOPE-II This envelope will contain the following documents:

- (i) Annexure 1 (Duly filled in) and supporting documents.
- (ii) Annexure-2 CA Certificate
- (iii)Annexure-3- Not Black-listed Declaration

This envelope should be sealed and super-scribed as TECHNICAL BID for Market Intelligence Cell of APEDA"

ENVELOPE III: This envelope will contain Annexure 4 (Financial Bid)

The envelope should be sealed and super-scribed as <u>"FINANCIAL BID</u> for Market Intelligence Cell of APEDA."

ENVELOPE IV: Master Envelope: Envelopes I & II & III should be kept inside this Envelope and again sealed. This Master Envelope should be super-scribed as:

"TECHNICAL BID for Market Intelligence Cell of APEDA" 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.

Important Dates:

- Pre bid Meeting will be held on the 21st January 2025 (Tuesday) at 2:30 PM in the Conference Room of APEDA, New Delhi.
- (2) Last date for submission of bids is the 3rd February 2025 (Tuesday) up to 2:30 PM)

APPENDIX

Category	Products
Fresh Fruits (6)	Banana, Mangoes, Pomegranates, Grapes, Pineapple and Orange
Fresh Vegetables (3)	Potato, Green Chilly & Capsicum and Okra,
Other Processed Foods (7)	Groundnuts, Foxnuts (Makhana), Preparation of Sauces, Juices & Pulp, Cereal Prep. (Biscuits, Papad, Pasta <i>etc.</i>), Alcoholic beverages, Jaggery & confectionery
Processed F (1)	Cucumber and Gherkins
Cashew (1)	Cashew
Animal Products (4)	Honey, Milk Products (Ghee, Paneer), Table Eggs, Bovine Meat
Cereals (1)	Basmati Rice, Non-Basmati Rice, Maize
Organic Products (1)	Organic Product

Table 1: Identified focus products of APEDA basket

Table 2: List of key export destinations

Region	Countries
Africa (5)	Egypt, South Africa, Kenya, Senegal
European Union (6)	Netherlands, Germany, France, Italy, Spain, Belgium
ASEAN (5)	Vietnam, Malaysia, Indonesia,
	Philippines,Singapore,
Middle East (7)	Saudi Arabia, UAE, Iraq, Iran, Oman, Qatar, Kuwait
NAFTA (2)	Canada, USA
Latin America (1)	Brazil
CIS (3)	Russia, Uzbekistan, Georgia
South Asia (3)	Bangladesh, Nepal, Sri Lanka
Northeast Asia (3)	China, Japan, South Korea
Other European Countries	UK, Turkey,
(3)	
Oceania (1)	Australia

Annexure-1

Technical Bid for Market Intelligence Cell of APEDA

S. **Particulars** Details Page No. no. Name of Agency Address as per GST Registration (please attach documents) Name, designation and contact details of authorized signatory including email id and mobile/ telephone no. (Please attach Authorization Letter) Details of Registration /AOA & MOA (Please Attach copy) GST Certificate of Bidder Agency (Please Attach copy) Pan Card of Bidder Agency (Please Attach copy) (i) Detailed Profile of the Agency (ii) CV of Team Leader (iii)CV of Team Associate / Member

Details of Agency

1

2

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8	Details of Demand Draft for Non- Refundable Application cum Processing Fee of Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred)	
9	Details of Demand Draft for Interest-free Earnest Money Deposit "EMD" for Rs.2,00,000/- (Rupees Two Lakh) in favour of APEDA, New Delhi.	
10	"Certificate for exemption from submission of EMD issued by NSIC and MSME (Please attach a self-certified copy)	
11	CA Certificate (Please Attach duly filled in Annexure-2)	
12	Declaration that the agency has not been blacklisted by any Government organization. (As per Annexure-3)	

13	Turnover Details	Year	Turnover
	(Average turnover Rs.3,00,00,000/-)		
	(Rs. Three Crores) per annum from similar	2019-20	
	type of consultancy services. The turnover shall be in the name of applicant	2020-21	
	organisation only and not that of group/	2021-22	
	sister organisations. (Please attach CA certificate as per	2022-23	
	(Please attach CA certificate as per Annexure- 2)	2023-24	
14	Experience Details	Year	Work Orders
	Please attach copies of Work Orders for execution of similar type of assignments		
		2020-21	
		2021-22	
		2022-23	
		2023-24	

List of Enclosures:

Declaration

I hereby declare and confirm that all the information provided above is true and nothing has been concealed.

I agree to abide by the terms and conditions mentioned in the bid document.

I understand that if at any time, I am found to have concealed/distorted any material information or done any act or omission against the interest of APEDA, my contract shall be summarily terminated without any notice to me.

I am authorised to sign all the documents on behalf of the firm/ agency.

Signature of Authorized Signatory

(Name of Authorized Signatory) Designation E-mail ID: Tel. No.: Mobile No.: Seal of the agency

Date:

Annexure-2

Proforma for CA Certificate

I /We, Proprietor / Partner / Director of		_ (Name of C	A Firm) do
hereby confirm that M/s		(E	Bidder),	а
Proprietorship / Partnership/Company havin	g its	registered	office	at
, having PAN No		and	GST	No.
which is valid from		(copy att	ached)	and
hereby declare and affirm as under:				

- (1) That the Consulting Firm is in existence from......(date).
- (2) That the details of the turnover from Consultancy Services (on the basis of the financial statements of the entity) are as follows:

S. No.	Financial Year	No. of assignments executed	Name (s) of the	Organisation (s)	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 consultancy firm's own name and the billing /payment was collected in the entity's own bank account.

Declaration

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

Counter-signed:

Signature of Authorized Signatory Name of Authorised Signatory Proprietor / Partner/ Director

Signature:

Name and designation

UDIN Seal of CA firm

Company Seal

(on the Letter Head of the Agency)

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 Authorised Signatory) hereby declare and confirm that ... (Name of the Agency) has not been black-listed or declared as ineligible by the Central Government/ State Government / Public Sector Undertaking from participating in future bids due to unsatisfactory performance, corrupt, fraudulent or any unethical business practices or any other reasons, as on the date of submission of the bid.

Signature

(Name of Authorised Signatory) Designation: Seal of the Agency

Date:

Place:

Annexure-4

FINANCIAL BID

То

The Secretary, APEDA, New Delhi.

Sir,

We, M/s. (Name of the firm) offer to undertake **Operations of Market Intelligence Cell of APEDA** in accordance with the bid notice. Our Financial Bid against the Scope of Work is submitted hereunder

Sr. No.	Activity/ Component	Amount in Rs.
1	Annual Cost for the research and analytical services and generation of Report for all the parameters mentioned in the Scope of Work	
2	Amount of Applicable taxes	
3	Total Amount (with taxes)	

Note: The Financial bid is inclusive of the expenditure on any third party subscriptions that may be required for generating Reports for Market Intelligence.

Total Amount in words: Rupees

Signature of Authorised Signatory

(Name of Authorized Signatory) Designation Seal of the agency

Date: