

**AGRICULTURAL AND PROCESSED FOOD PRODUCTS
EXPORT DEVELOPMENT AUTHORITY (APEDA)
(MINISTRY OF COMMERCE AND INDUSTRY,
GOVT. OF INDIA) 3RD FLOOR, NCUI BUILDING,
3RD SIRI INSTITUTIONAL AREA, AUGUST KRANTI MARG,
(OPP. ASIAD VILLAGE), NEW DELHI.**

**Inviting BIDS for Engagement of
Consulting Firm for Market Intelligence**

Agricultural and Processed Food Products Export Development Authority (APEDA), an autonomous body of Ministry of Commerce & Industry, Government of India invites Technical and Financial bids in sealed envelop for Development and Updation of Market Intelligence.

The details of the activities are available on APEDA'S WEBSITE i.e. WWW.APEDA.GOV.IN under icons "Tender" and "Announcement".

Any Corrigendum/Addendum related to above advertisement will be hosted on APEDA's website only.

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Secretary, APEDA

Request for Proposal (RFP)

***For Facilitating APEDA
To Operate a Market Intelligence Cell***

25th December, 2019

RFP document issued on: 25 Dec 2019

Last Date for submission of bid: 15 January 2020 , 1300 hrs



APEDA

**Agricultural & Processed Food Products
Export Development Authority**

Ministry of Commerce & Industry, Government of India
3rd Floor, NCUI Building, 3, Siri Institutional Area,
August Kranti Marg, New Delhi – 110 016

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1. Definitions

“Applicable Law” means all relevant laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgment, decrees, injunctions, Writs or orders of court, as may be in force and effect during the subsistence of this RFP Document.

“Bid Document” shall mean the document submitted by the bidder, pursuant to understanding and agreeing with the terms and conditions set out in this RFP Document and subsequent pre-bid meeting(s).

“Contract” shall mean the agreement to be entered into between APEDA and the successful Bidder.

“Evaluation Committee” shall mean the committee constituted by APEDA

APEDA: Agricultural & Processed Food Products Export Development Authority

2. Request for Proposal - RFP Notice

2.1 APEDA is circulating this RFP for submission of Technical and Financial proposals for the services desired from the eligible Consulting Firms as per Section 12.

2.2 This RFP document is non-transferable.

3. Disclaimer

APEDA does not make any representation or warranty expressed or implied, as to the accuracy, authenticity, timeliness and/or completeness of the information contained in this RFP document. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP document.

APEDA also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP document. APEDA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement, the information, assessment or assumptions contained in this document. The issue of this RFP document does not imply that APEDA is bound to select a Bidder and APEDA reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

4. Interpretation

In this RFP Document, unless the context otherwise requires,

- a) For the purpose of this RFP Document, where the context so admits, the singular shall be deemed to include the plural and vice-versa and Masculine gender shall be deemed to include the feminine gender and vice-versa.
- b) References to Clauses, Recitals or Schedules are references to clauses and recitals of and schedules to the Contract and the RFP Document. The Schedules, annexure and addendums shall form an integral part of this Contract.
- c) The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this RFP Document. References to the word “include” and “including” shall be construed without limitation. Any reference to day shall mean a reference to a calendar day including Saturday and Sunday.

5. Due Diligence

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications in this RFP Document. The Bid should be precise, complete and in the prescribed format as per the requirement of the RFP Document. Failure to furnish all information required by the RFP Document or submission of a bid not responsive to the RFP Document in every respect will be at the Bidder’s risk and may result in rejection of the bid. APEDA shall at its sole discretion be entitled to determine the adequacy / sufficiency of the information provided by the Bidder.

6. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid and APEDA shall in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

7. Clarification of Bidding Documents

APEDA shall make best efforts to respond to any request for clarification of the RFP Document, such request to be made in writing. Such response / clarification shall to the extent possible be made in writing. APEDA shall not be responsible for any delay including but not limited to any postal delays.

8. Amendment of RFP Document

At any time before the deadline for submission of bids, APEDA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by amending, modifying and / or supplementing the same.

All changes shall be intimated to the prospective Bidders through email before submission of bid. All such amendments shall be binding on them without any further act or deed on APEDA's part.

In the event of any amendment, APEDA reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidders reasonable time in which to take the amendment into account while preparing their bids.

9. Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the RFP Document and / or the bidding process exchanged by the Bidder and APEDA shall be written in English language only.

10. Site Visit

The bidder may visit APEDA head office to obtain more information and collect the required details. The Bidder requiring any clarification of the bidding documents should submit specific written queries (to be emailed to harpreet@apeda.gov.in) on or before the dates mentioned elsewhere in this document. Queries received after the scheduled date and time will not be responded. A maximum of 2 representatives from the bidder's organization will be permitted.

11. General Instructions

- i. The Bidders are requested to read the RFP document carefully.
- ii. The Bidder shall submit the Tender Document duly sealed/stamped and signed on each page as a part of the bid. It shall be expressly agreed herein by the bidder that he has read and understood the complete RFP Document and other documents / requirements and shall comply with the same.
- iii. Bids received with incomplete information / documents may be rejected. Bids not adhering to Terms, Conditions, Specifications and other details as given in this

document may be summarily rejected.

- iv. All deviations from the Terms, Conditions and other details of RFP Document should be separately and clearly submitted.
- v. Modification or Withdrawal of Offers is not permissible after its submission. To assist in the scrutiny, evaluation and comparison of offers, APEDA may, at its discretion, ask some or all Bidders for clarification of their offer.
- vi. The request for such clarifications and the response will necessarily be in writing.
- vii. Preliminary Scrutiny: APEDA will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. APEDA may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all Bidders and APEDA reserves the right for such waivers.
- viii. Award Criteria: Technical Proposals in Envelope 1 will be evaluated first to check whether all required information and documents as specified in the RFP Document are submitted and will be called for technical presentation. The selection shall be based on both Technical and Financial Criteria with respective weightages being 70% for Technical Proposal and 30% for Financial Proposal.
- ix. The Bidder should abide by the terms and conditions specified in the RFP document. If Bidders submit conditional offers, they shall be liable for outright rejection.
- x. The APEDA reserves the right to make any changes in the terms and conditions of the RFP.
- xi. The offers containing erasures or alterations will not be considered. Technical details must be completely filled in. Correct technical information of the service being offered must be filled in.
- xii. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable.
- xiii. APEDA may treat offers not adhering to these guidelines as unacceptable.
- xiv. Bidders can form a consortium with maximum one partner who can be sub-contracted to provide non-core services under this RFP. However, the entire responsibility of deliverables shall lie with the primary bidder only.
- xv.

12. Eligibility criteria of the Bidder

Interested Consulting Firms involved in market Research can submit their proposals to APEDA. The following are the minimum qualifications expected of these agencies submitting their EOIs:

- i. The bidder shall be a reputed Consulting Firm dealing in to development of market intelligence with access to information sources (authentic) in the identified markets globally.
- ii. The bidder shall have a minimum business turnover of Rs.5 Crores each during the last three financial years (Years of 2016-17, 2017-18 and 2018-19) in the similar consultancy area.
- iii. The Consulting Firm should have carried out a similar assignment in Food & Agriculture International Trade area either in India or in overseas.
- iv. A certificate from the Financial Auditor of the Firm shall be submitted along with Income Tax Returns and Audited Balance Sheets.
- v. The Bidder shall also submit an Earnest Money Deposit of Rs.2,00,000 (Rupees Two Lakhs only) in the form of Demand Draft favouring "APEDA, New Delhi" along with the Technical Bid Proposal and the same shall be valid for 90 days from the date of submission of the bid. It shall be returned after the finalization of the successful bidder.
- vi. The Consulting Firm should have been in operations in the area of generating and publishing markets intelligence on their own for the past five years.
- vii. The Consulting Firm should have executed similar assignments in India or International market in same sector.
- viii. Agencies that have carried out similar assignments for Indian Government organizations involved in export promotion would be preferred.

13. Evaluation of Bids

- i. Tender Evaluation Committee (TEC) will carry out a detailed evaluation of the Technical Bids received in order to determine the same are substantially responsive to the requirements set forth in the Request for Proposal.
- ii. The TEC shall evaluate the Technical Proposal followed by technical presentations by the shortlisted bidders. The TEC while evaluating the Technical Proposals shall have no access to the Commercial Proposals until the Technical evaluation is concluded and the competent authority accepts the recommendation. Evaluation of the technical proposal will be done and at this stage the Commercial bid (proposal) will

remain unopened. The Bidders whose Technical Offers are found to be in accordance with the specifications mentioned in the RFP document will be called for technical presentation.

- iii. Technical Presentation: The committee will invite each bidder to make a presentation for technical evaluation as per the evaluation criteria given in the RFP document.
- iv. Commercial proposals shall be opened on the date & time specified by the APEDA, in the presence of the Firm's representatives who choose to attend.
- v. The Technical and commercial bids will have a 70:30 weight age of marks respectively in the evaluation criteria. The Combined Quality Cum Cost Based System (CQCCBS) shall be followed to evaluate the bids.
 - a) Technical Weightage (S_t): The marks scored by the bidder in technical evaluation shall be calculated to 70 points as below:
 - i. $S_t = T * 0.70$ where T is the Technical score awarded to the bidder as per Technical Evaluation Criteria
 - b) Financial Weightage (S_f): The marks scored by the bidder in Financial evaluation shall be calculated to 30 points as below:
 - c) The Commercial scores of all the other proposals will be determined by
 - i. $S_f = 0.30 * F_m / F$ (F_m = Lowest evaluated tender cost, F = value of Commercial proposal under consideration).
 - d) Final Selection: Proposals will be ranked according to their combined technical (S_t) and Commercial (S_f) scores. The combined technical and Commercial score shall be calculated as $S = S_t + S_f$. The firm achieving the highest combined technical and commercial score (S) will be invited for negotiations.
- vi. There should be no mention of prices in any part of the bid other than the commercial bids.
- vii. In the commercial bid if there is any discrepancy between the prices mentioned in figures and in words, the prices mentioned in words will prevail.
- viii. Substantially Responsible Bids: A substantially responsive Bid is one, which conforms to all the requirements, terms, conditions and specifications of the Request for Proposal.
- ix. Any attempt by a Bidder to influence in the bidding evaluation process may result in to rejection of the Bidder's Bid.

14. Technical Evaluation Criteria

14.1 The Bidding process shall be a two-stage process. Prior to the detailed evaluation of the Technical Bids, APEDA shall determine whether each bid is

- a) Complete in all respect
- b) Is accompanied by the required information and documents and
- c) Is substantially responsive to the requirements set forth in the RFP document.

14.2 The technical evaluation criteria is broadly defined as under:

S.No.	Evaluation Criteria	Maximum Marks
1.	Experience of the Consulting Firm in providing similar services in Government or Private domain. More than 2 projects of similar nature – 20 Marks More than 1 Projects of similar nature – 10 Marks 1 Project of similar nature – 5 marks	20
2.	Understanding of APEDAs objectives	20
3.	Proposed Methodology and Execution plan	20
4.	Proposed backend team experience and expertise (only those who are full time employed and working on the project shall be shared by the bidder)	20
5.	Resume of proposed team	20
	TOTAL	100

- **The maximum marks that can be scored would be 100. Commercial bids of only those bidders will be opened who score more than/ equal to 60 marks in technical evaluation criteria.**
- **All supporting documents (work orders/certificates) to be enclosed in technical bid.**

14.3 If deemed necessary, APEDA in its sole discretion to make required variations in the cut off points for technical evaluation including criteria for technical evaluation.

14.4 Tender Evaluation Committee: APEDA will constitute the Tender Evaluation Committee. This committee will evaluate the Bid Documents submitted by the Bidders.

14.5 The Tender Evaluation Committee may choose to conduct technical negotiation or discussion with any or all the Bidders. The decision of the Evaluation Committee in the evaluation of the Technical and Commercial bids shall be final and binding on all the parties.

14.6 Any effort by a Bidder to influence the Tender Evaluation Committee's

processing of Bids or award decisions may result in the rejection of the Bid.

- 14.7** Failure of the Bidder to agree with the Terms & Conditions of the RFP/Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive bidder.

15. Bid Prices

- 15.1** The price i.e. offer must be made by the intending bidder covering all important points mentioned in the bid format enclosed in this RFP document. The financial offer may be submitted keeping in view the terms and conditions of this document and site conditions.
- 15.2** The bidder shall include payment of all dues such as taxes & other statutory dues, not specifically mentioned in the specification but essential for successful completion of work. The bidder shall not be eligible for any extra charges in respect of such payments. Though not mentioned in the bid document, extra charges if any, shall be paid by the bidder only.
- 15.3** All liabilities, whatsoever, on account of copy rights or any other reason, if any, shall be borne by the bidder.
- 15.4** Any royalties or patents or the charges for the use of content, images, software's etc. thereof that might involve in the contract shall not be paid by APEDA. The bidder only shall pay for such claims without putting any financial burden on APEDA.

16. Period of Validity of Bids

- 16.1 Validity Period:** Bids shall remain valid for 180 (One hundred eighty) days after the date of bid opening prescribed by APEDA. APEDA holds the right to reject a bid valid for a period shorter than 180 days as nonresponsive, without any correspondence.
- 16.2 Extension of Period of Validity:** In exceptional circumstances, APEDA may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional.
- 16.3** A Bidder granted extension of validity shall not be permitted to modify his technical or commercial bid.

17. Terms of Reference

The Agricultural and Processed Food Products Export Development Authority (APEDA) is an export promotion organization under Ministry of Commerce & Industries, Government of India. It is mandated with the responsibility of promotion and development of the export of its scheduled products. Please visit APEDA's website (www.apeda.gov.in) for more details.

Government of India has set an objective towards exploring the possibilities of doubling farmer's income through exports by 2022. Towards this objective, APEDA has a mandate to increase agriculture exports from the current value of 30 USD billion to 60 USD billion by 2022. Appreciating the fact that despite India being the largest producer of most of the agricultural produce in the world, its ranking in global exports has not been very satisfactory. One of the prime challenges towards this gap is lack of market information amongst the players across the agri value chain which hampers these stakeholders right from farmer to exporter, trader and policy makers to exploit and take timely advantage of the opportunities emerging in the agri importing/consuming countries.

Against this background APEDA aims at creating a dynamic Market Intelligence Cell (MIC) which would capture real-time events across various parameters affecting the export opportunities for agro commodities of export interest to APEDA. Proposals are invited from Professional Consulting Firms (here in after referred as Consulting Firm) who can facilitate the operations of the MIC.

17.1 Scope of Work

Broadly the Consulting Firm is required to facilitate in setting up the Market Intelligence Cell for APEDA which shall deliver the following analytical information/reports on a regular basis, using a combination of their in-house professionals, their information network (from authentic sources only) and also deploy an onsite team of two resources assisting APEDA in day to day work for generating actionable inputs on Market Intelligence of APEDA products, produce a weekly bulletin and regular market intelligence reports:

A. **Dynamic Information providing Actionable Inputs for APEDA's Stakeholders**

This requirement entails the Consulting Firm to capture and report any event which would have an impact on/provide opportunities for exports in the identified markets.

- a) Seasonality/climate changes / natural calamities in the consuming countries resulting in decline in local production of identified crop and sudden spurt in demand
- b) Socio Political situation in importing country
- c) Changes in SPS requirements
- d) Changes in MFN tariff structures
- e) Changes in consumer behavior
- f) Emerging opportunities through Trade Agreements
- g) Exchange rate fluctuations
- h) And any other factor that shall affect the demand in the consuming countries
- i) Other relevant information.

B. Analytical Reports

Preparation of in depth detailed reports on enhancing agro exports in traditional and existing export markets and exploring newer and emerging markets

a. Supply side factors (domestic)

- i. Mapping the production zones across India for select products
- ii. Mapping the specific species/varieties for identified product across regions
- iii. Exploring the variety wise attributes of these products and mapping with end use in consuming counties
- iv. Mapping the SPS standards of importing countries with the domestic standards
- v. Mapping the seasonality of production and sustenance of supply for exports
- vi. Mapping agri commodity prices across India

b. Demand side factors (international)

- i. Finding countries with the largest and fastest growing markets for listed product;
- ii. Determining which foreign markets will be the most penetrable & profitable;
- iii. Identifying the right product-market mix & subsequent assessment;
- iv. Import Duty Structure and Non Tariff barriers of each country;
- v. Identifying Trade Agreements under WTO affecting the sector.
- vi. Exploring emerging opportunities via existing and emerging TRAs
- vii. Mapping consumer behavior in identified consuming counties

- viii. Inclusion of Export Promotional measures in the clusters
- ix. Governmental support as per the Foreign trade policy and related schemes
- x. Product Compliance and Standards
- xi. Market Entry Strategy
- xii. Packaging, labeling, Marking and identification specification

The above deliverables shall be produced in the following manner:

1. APEDA shall provide a list of 30 commodities and 30 countries for study and report preparation by the Consulting Firm. The Consulting Firm also needs to provide inputs on the list of commodities finalized. For each of these products, the Consulting Firm shall assist APEDA in day to day work for generating actionable inputs on Market Intelligence of APEDA products, produce a weekly bulletin and regular market intelligence reports.

2. The Consulting Firm is required to produce reports which mainly consist of the following.

- Global Context and perspective: Demand Side factors affecting the trade (international); supply side factors affecting the trade (domestic); Global Trade Environment.
- Local Context: Detailed understanding of the possible market avenues for products from India in the international market on the basis of economic profile of the Target country; The identified products Sector in the country; Trade Policy; Legal and Regulatory Environment; Recent Development and changes. Political, Social, and Environmental Factors prevalent in the market in the context of Identified products sector.
- Market Study: Study the market size and segments/ sub-segments for identified products in Target country including historical market trend; Industry SWOT Analysis; Growth Rate, Changes in the pattern with complete set of analytical and pragmatic approach. Additionally, the market assessment will be provided for:
 - a) Demand supply scenario of identified products, products in Target Country
 - b) Production and Consumption Data
 - c) Unit Prices, Retail Prices and Margins
 - d) Quantity of import (Product wise)

- e) Sources of Pricing Information
- f) Analysis of the trade and distribution channels including the B2B, B2C, wholesalers, retailers and imports from developing countries etc.
- g) Competitive scenario, Major players
- Consumer Insight: Consumer Lifestyle and Needs; Income Profile; Disposable Income, Spending Patterns and other key economic parameters such as Buying Behavior, Buying Pattern, Demographic Factors,
- India-vs.-Target Market: Analysis of the products of identified products, from India to Target country vis-a-vis other competitors of the same as per HS Code
 - a) Major items (product category) value and volume wise
 - b) Major supplying countries and India's position and analysis for its positioning
 - c) Indicative unit-value analysis
 - d) Applicable duties/ Additional duties levied
 - e) Analysis of the Trade Agreements signed with India.
 - f) Tariff structure applicable for the goods originating from India
 - g) Analysis of the Trade Agreements signed with India and the major competitors. The detailed pros and cons of the agreements signed so far and suggested changes for the benefit of Identified products sector.
 - h) Study and analyse industry regulations, trade requirements, barriers, licenses, clearances, permits, duties applicable in the Target country including:
 - i. Specific emphasis on requirements of packaging and labeling
 - ii. Mandatory certifications and testing regulations
 - iii. Trade agreements of Target country with other countries including nature of agreement. HS code exchanged
 - iv. Sanitary & Phytosanitary (SPS) measures and Technical Barriers to Trade (TBT), if any
 - v) India vs Competitors Performance Study.
- Factors and Limitations: Study and analyse the major industry regulations, trade requirements, barriers, licenses, clearances, permits, customs and duties applicable in the Target country including:
 - a) Specific emphasis on requirements of packaging and labeling
 - b) Requirement of Mandatory certifications and testing regulations

- c) Trade agreements of Target country with other countries including nature of agreement, HS code exchanged
 - d) Sanitary & Phyto sanitary (SPS) measures and Technical Barriers to Trade (TBT), if any
- Incentives and Benefits: Study the FTP and the mentioned schemes, policies and incentives available in India to enhance the trade with the Target country including fiscal incentives, warehousing facilities. tariff related benefits etc.
- Bilateral Arrangements and Trade Facilitation: Analyze the effectiveness of Generalized System of Preferences (GSP) scheme for India and if same/ similar scheme is also offered to the competitor countries, Analysis of FTA, CECA/CEPA in terms of Identified products and understand the advantages of such arrangements for trade.
- Channels and Associations for Trade Promotion: Analyze and study available market intelligence channels including:
 - a) Active Chambers & Trade Associations
 - b) Important trade databases related to the product category
 - c) Key trade journals/ trade publication
 - d) Key trade portals related to product categories
 - e) Details of the retail stores/ departmental stores
 - f) Details of the overseas importers related to product category
 - g) Details of important product related trade fairs
 - h) Trade Fair Participation Advisory board and Fair Authorities.
- Action Plan for Developing Export and Linkages: An implementable action plan for business development and growth in export of 30 identified products of India and 30 target countries will be suggested.

3. Deployment of one Consultant onsite at APEDA assisting MIC in various activities:

- i. One consultant with requisite experience (as mentioned in next section) to be deployed at APEDA HQ, Delhi on full time basis.
- ii. Consultant shall produce actionable dynamic market intelligence inputs on a daily basis, based on the information received from their Consulting Firm team and on their own research.
- iii. The onsite consultant is required to generate reports as assigned by APEDA MIC cell Head on day to day basis.
- iv. Consultant is required to generate reports as assigned by APEDA MIC cell Head on day to day basis.

- v. Weekly bulletins to be prepared and circulated among key stakeholders
- vi. Advise MIC in various initiatives and data/report generation
- vii. Data analysis of various commodities/trends/countries etc.
- viii. Expected requirement of key professional**

Sn o.	Resource Type	Educational Qualification Required.	Minimum experience Required	Key Deliverables in APEDA
1	Consultant (Food and Agri Trade)	MBA/Post graduation in Economics/Agriculture/International Business	8-10 Years	Trade analysis on demand/supply/market dynamics/SPS & TBT impact/WTO issues / Key products and Markets and preparation of analytical reports as required by APEDA. Should be proficient in analysis of trade data. To prepare and ensure generation of weekly bulletin.

- The onsite consultant is required to carry their own laptops with tools installed required for the mentioned activities in the scope of work.
- The manpower has to be deployed accordingly to the minimum qualification and experience mentioned above.
- APEDA has right to get replacement of the manpower deployed in case the performance of the individual is not satisfactory.
- Replacement of Consultant should be approved by APEDA.
- The Consulting Firm has to deploy suitable expert for the task in case the onsite deployed Consultant is not able to perform the task or it is getting delayed unexpectedly.
- Detailed resume of consultant to be enclosed in the technical proposal

17.2 Proposed schedule for completing the assignment

The contract period shall be shall be initially for a period of one year, extendable for 2 more years subject to review of satisfactory performance annually.

18. Technical Bid Requirements

The Technical Bid should cover:

- a) All supporting documents justifying the Eligibility criteria and Technical Evaluation Criteria as mentioned in this document.
- b) A concept Note on the understanding of APEDA's requirement.
- c) Proposed methodology including work plan detailing the tasks involved, milestones etc.
- d) Profiles of team members proposed to be deployed
- e) Any other relevant information that may be of interest for the project under consideration.

19. Commercial Bid Requirements

- a) The Consulting Firm has to submit commercial bid in the following format:

S.No.	Activity	Period	Lump sum charges (including all kinds of taxes)
1	Annual Cost for the following deliverables: I. Research and Analytical Services towards Report generation for all the parameters mentioned in the scope. II. Deployment of One Consultant onsite at APEDA with minimum qualifications as mentioned in the RFP, to assist APEDA in day-to-day operations of Market Intelligence Cell	Annual	

Note:

- Consulting Firm is required to include costs for any third-party subscriptions that may be required to generate the reports. APEDA shall not pay any additional amount over and above the mentioned amount (Grand Total).
- APEDA shall pay for any out of station travel (Outside Delhi NCR), if required. Consultant need to take prior approval from APEDA.
- Onsite Consultant is required to carry their own laptops, internet connectivity and other tools required for the work.
- The deliverables mentioned in the tender document shall require extensive

research, analysis and reporting. Hence it will require availability and dedication of network of professionals within the Consulting Firm towards the deliverables. Hence the Consulting Firm is requested to factor in their costing for the services required from their back-office teams also, not only for the onsite consultant.

- Consulting Firm must appoint a Senior Professional for any escalation/discussion with APEDA management.

20. Performance Guarantee

A Security Deposit as Performance Bank Guarantee of 5% of the annual contract value shall be submitted by the successful bidder to APEDA within 1 month of award of the contract. The bank guaranty will be renewed annually as per the contract.

21. Copyright and Trademarks

Successful bidder will hand over all the data/information/reports/database and artifacts to APEDA for the purpose of copyright and intellectual ownership.

22. Milestones and Payment Terms

APEDA shall pay as per following schedule:

- Quarterly basis, after submission of invoice and approval of quarterly report of deliverables

23. Award of contract

APEDA has the right to accept/reject any or all Bids notwithstanding anything stated herein, APEDA reserves the right to accept full or part of the Bid and to cancel/annul the bidding process and reject all Bids at any time before the award of the Contract.

24. Notification of Award

The successful Bidder shall be notified by APEDA through letter or fax for award of work. The Bidder shall acknowledge the work order in writing and send an acceptance of the work order in writing within 7 (seven) days from the receipt of the work order.

25. Signing of Agreement

Pursuant to the Bidder acknowledging the Letter of Acceptance, the Bidder and APEDA shall enter into contract within 15 days from the date of acknowledgment of the Letter of Acceptance, and sign the Contract. APEDA shall have the right and authority to negotiate certain terms with the successful Bidder before signing of the Contract.

The signing of the Contract shall amount to award of the Contract and the Bidder shall initiate the execution of the work as specified in the Contract.

26. Expenses for the Contract

All incidental expenses of the execution of the Contract/ agreement shall be borne solely by the successful Bidder and such amount shall not be refunded to the successful Bidder by the APEDA.

27. Failure to abide by the Contract

The conditions stipulated in the Contract shall be strictly adhered to and violation of any of these conditions shall entail immediate termination of the Contract without prejudice to the rights of APEDA with such penalties as specified in the Bid Document and the Contract.

In case of termination of the contract due to failure to abide the terms and conditions laid in the RFP document, bid contract or the agreement will result in forfeiting of the Bank guarantee.

28. Termination of Contract

APEDA may, without prejudice, to any other remedy for breach of Contract, may terminate the Contract in whole without assigning any reason, if

- a) The qualified Bidder fails to perform any other obligation(s) under the Contract.
- b) The Bidder is in material breach of the representations and documents pertaining to in this Contract.
- c) Any regulatory requirement or unforeseen circumstances that force APEDA to suspend or cancel the contract.

29. Governing Law

The laws of Republic of India shall govern the RFP Document and the Contract.

30. Contents of Technical Envelope 1 (Technical Bid)

- a) Bid Application on the letter head
- b) Checklist of Submissions
- c) Letter of Undertaking regarding acceptance of terms and conditions mentioned in the RFP document.
- d) Technical Proposal

31. Authentication of Bid

The original and all copies of the Bid Document shall be sealed and signed by a person or persons duly authorized to bind the Bidder to the Contract. A duly stamped Power-of-Attorney accompanying the Bid Document shall support the letter of authorization. The person or persons signing the Bid Document shall initial all pages of the Bid Document, including pages where entries or amendments have been made.

32. Validation of Interlineations in Bid

Any interlineations, erasures, alterations, additions or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature and stamp.

33. Sealing and Marking of Bid

The copies of the Technical Bid shall be placed in lacquer sealed envelope 1 clearly marking each "Technical Bid". The Commercial Bid shall be placed in separate lacquer sealed envelope 2 clearly marking it as "Commercial Bid, Do not open with Technical Bid". The two envelopes shall then be placed in third envelope, which shall also be appropriately lacquer sealed and marked as "Setting up the Market Intelligence Cell for APEDA".

34. Address for Submission of Bid

Last date of submission of bid **January 15, 2020** Bids complete in all respect shall be delivered to :

Secretary APEDA
Agricultural & Processed Food Products

Export Development Authority
3rd Floor, NCUI Building
August Kranti Marg, Siri Institutional Area, Hauz Khas
New Delhi - 110016 (India)

Responsibility of the Bidder

If the outer envelope is not sealed and marked as required, APEDA will assume no responsibility for the Bid's misplacement or premature opening.

35. Rejection of Bid

The Bid Document shall be submitted in the form of printed document. Bids submitted by Telex, fax or email would not be entertained. Any condition put forth by the bidder not conforming to the bid requirements shall not be entertained at all and such bid shall be rejected.

36. Late Bid

Any bid received by APEDA after the deadline for submission of bids prescribed by APEDA, will be summarily rejected. APEDA shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.

37. Bids not considered for Evaluation

Bids those are rejected during the bid evaluation process shall not be considered for further evaluation, irrespective of the circumstances.

38. Opening of Commercial Bids

Commercial Bids will be opened after the technical evaluation. The name of Bidder, bid prices, total amount of each Bid, etc. shall be announced by the APEDA at the Commercial Bid opening.

The date, time and venue of opening of commercial bid will be informed to the short listed bidders separately.

39. Clarifications of bids

To assist in the evaluation, comparison and an examination of bids, APEDA may, at its sole discretion, ask the Bidder for a clarification of its bid including breakup of rates. If the response to the clarification is not received before the expiration of deadline prescribed in the request, APEDA reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.

40. Completeness of bids

APEDA will examine the bids to determine whether they are complete, whether they meet all the conditions of the RFP Document and Technical Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bid Documents are substantially responsive to the requirements of the RFP Document.

41. Rectification of Errors

Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the rates in words and figures, the rate in words will govern.

42. Force Majeure

- a) If at any time during continuance of this contract, the performance in whole or in part in any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, acts of civil commotion, strikes, lockouts, sabotages, fire, flood, explosions, epidemics, quarantine restrictions (hereinafter referred to as eventualities) then, the notice of the happening of any such eventuality shall be given by the Bidder to the APEDA within 2 (two) days from the date of occurrence. Neither party shall by reasons of such eventuality, be entitled to terminate this contract, nor shall have any claim for damages, compensations against the other in respect of such nonperformance or delay in performance, and deliveries under this contract. Normal working shall be resumed as soon as such eventuality has come to an end or ceased to exist.
- b) Provided that if the performance in whole or in part by the bidder or any obligation under this contract is prevented or delayed by reasons of and such eventuality for a period exceeding 30 (thirty) days, then the APEDA may

terminate this contract by giving notice in writing.

43. Resolution of disputes

The dispute resolution mechanism shall be as follows:

- a) In case of any dispute between APEDA and the successful bidder, if not resolved amicably, same shall be referred to adjudication / arbitration in accordance with Indian Arbitration and Conciliation Act 1996.
- b) If such dispute arises then either party may forthwith give the notice in writing of such dispute to other party and shall be referred to the adjudication of an arbitrator in accordance with Indian Arbitration and Conciliation Act 1996.
- c) The Chairman APEDA will appoint the designated officer mutually agreed between the parties to work as an arbitrator.
- d) The decision of the arbitrator shall be final and binding upon both the parties, i.e. APEDA and the successful bidder.
- e) All unresolved disputed matters will have the jurisdiction of New Delhi, so far as legal and court matters are concerned.