

Engagement of an agency for preparing a report on assessment of market for selected value added Agri products and interventions for increasing their exports

1. About APEDA

The Agricultural and Processed Food Products Export Development Authority (APEDA) is a premier organization in India that promotes the export of agricultural and processed food products. It plays a crucial role in enhancing the export potential of these products by providing various services such as market development, quality control, and certification. APEDA also works to maintain the quality and standards of the exported products and facilitates the participation of Indian exporters in global markets.

In accordance with the Agricultural and Processed Food Products Export Development Authority (APEDA) Act, 1985, (2 of 1986) the following functions have been assigned to the authority:

- Development of the industries relating to the scheduled products for exports
- Registration of Exporters of the scheduled products
- Fixing of standards & specifications for the scheduled products for the purpose of exports
- Carrying out inspection of meat & meat products for ensuring the quality of such products
- Improving the packaging & marketing of the scheduled products
- Promotion of export-oriented production
- Collection of Statistics of the scheduled products on-site and its publication thereof
- Training in various aspects of the industries
- Such other matters as may be prescribed.

APEDA's Scheduled products account for more than half of the agricultural exports from India and cover 17 broad product categories ranging from fresh fruits and vegetables to processed food.

2. Background and Rationale

As India embarks on the ambitious goal of becoming one of the leading trading countries in the world, it is imperative that agriculture being the most pivotal sector of our economy plays a significant role in this endeavor. Agricultural products account for close to 11% of the total export value from India and the sector employs up to 45% of India's population. India ranks 8th in the World Agri exports with a share of 2.45% in 2022. It is thus envisaged that India's rank in World Agri exports rises in near term, making India one of the leading Agri exporters in the world.

3. Objective

Considering the above background and rationale, APEDA intends to conduct a study for increasing exports of selected value-added Agri products. The selected Agency will conduct an assessment study to generate actionable insights and recommendations for stakeholders engaged in the value chain of selected value-added products within the ambit of the Processed Food Sector.

4. Selected Products –

1. Jams, jellies and marmalades (HS 200799)
2. Mango pulp (HS 8045040) and value-added products of mangoes (HS 20089911, 20098910 and others)
3. Fruit pulp products (HS 22029920 and others)
4. Cucumbers and gherkins preserved (HS 20011000, 7114000)
5. Dehydrated vegetables (HS 7122000 and others)
6. Potato (HS 20041000) and Groundnut (HS 20081100) prepared and preserved
7. Biscuits (HS 19053100)
8. Alcoholic beverages - Blended whiskey (HS 220830), beer made from malt (HS 220300), Rum (HS 220840), Gin (HS 220850), Undenatured ethyl Alcohol(HS 220710)
9. Ready to Eat / Ready to Cook products & Frozen Products (HS 20049000 and others)
10. Jaggery & Confectionery (PC)
11. Cashew & its products
12. Others, including Mixtures (200819)

5. Scope of Work

1. Overall Macro-analysis of Processing Sector as a Whole.

- Global market size, growth trend of processed foods
- Identification of key products that are globally in demand
- SWOT analysis of Indian processing Industry
- Analysis of key competitors
- Identification of export related issues encountered by Indian industry.

2. As-is study of Market for Selected Value-Added Products:

- Identify relevant stakeholders
- Conduct stakeholder consultations to comprehend issues and potential opportunities
- Provide growth projections by assessing current and projected export status in both the Indian and global markets
- Identify supply chain gaps, existing processing, and value addition facilities
- Develop current player profiles and existing capacities
- Study existing facilities in terms of productivity, supply chain transformation, infrastructure, technology, and skill requirements

3. Analysis of Export Trends and Patterns for Selected Products

- Conduct a SWOT analysis of the identified products
- Examine the export patterns of selected value-added or processed agricultural products from India over the past five years
- Explore current market trends based on the consumer behaviour for these value-added products domestically and internationally.
- Identify the required certifications, standards, and export compliances enabling business & exports.

- Identify new and innovative products – category-wise

4. **Assess Potential for Exports of Selected Products**

- Identify export potential and map it with the value-added products.
- Study existing export data and identify potential offtake areas/ markets
- Assess current export related supply chain, infrastructure, logistics, and regulations
- Identify challenges and bottlenecks hindering export growth for performance improvement
- Study key competitors globally, understanding their market share leading to commercial excellence
- Develop effective marketing and branding plan, recommending approaches for building a strong brand presence

5. **Identification of Key Interventions and developing an implementation plan for Selected Products**

- Identification of products with potential export markets
- Access to markets
- Branding and promotion
- Enablers and institutional mechanisms (such as tax benefits, Government support etc) to boost exports
- Access to technology, infrastructure (logistics, processing, packaging etc)
- Identify areas requiring capacity building for key stakeholders, recommending training programs
- Identify the missing gap of supply chain and bottleneck in export
- Design an actionable implementation plan for improving performance of exports with identification of relevant stakeholders against Key Result Areas (KRAs).
- Access to finance
- Any other issue
- Way forward

6. **Primary Survey**

- The agency should conduct a broad-based survey and provide details such as the names of surveyed entities, the questionnaire used, and their responses for thorough evaluation.

7. **Terms & Conditions**

- a. The approved bidder will work under the directions and guidance of APEDA. It shall be the sole responsibility of the Agency to ensure that all the activities undertaken by them for APEDA are in accordance with the legal framework.
- b. Bid value should be quoted in Indian Rupees only including all taxes.
- c. Interested eligible agencies may submit their bids as per Annexure-I 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.
- d. It shall be the responsibility of the Agency to ensure applicability of local laws in respect of the services provided/manpower hired by them.

- e. The Agency is required to sign each page of the bid documents by the authorised signatory. APEDA requires that bidders under this contract observe the highest standard of ethics during the period of agreement and be free from any vigilance enquiry. The bidders have to bear the cost associated with the preparation and submission of tender documents to APEDA.
- f. 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 or in executing the contract in question.
- g. The Agency will indemnify APEDA against any claim, loss, suit, liability incurred or suffered or likely to be suffered.
- h. A self-certified undertaking has to be submitted mentioning that the Agency has not been blacklisted by any Government organisation and the same is not applicable as on date.
- i. APEDA reserves the right to:
 - 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 whole at any time if in the opinion of the APEDA it is necessary or expedient in public interest. The decision of APEDA shall be final and binding in this regard.
 - APEDA shall also not be responsible for any damage or loss caused or arising out of the aforesaid actions.
 - Modify terms and conditions of the contract which shall be granted to the successful bidder after the bidding process, if in the opinion of APEDA, it is necessary or expedient to do so in public interest or for proper implementation of the project. The decision of 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.

8. **Guidelines for Submission of Technical and Financial bid**

The bid must be submitted essentially as follows:

- a. **Sealed Cover A:** Technical bid to be super scribed as “**Study for Increasing export market of value-added agricultural products from India**”. The Technical Bid must contain details of approach, methodology, work plan, team structure, detailed CVs of team members and implementation schedule and must be accompanied by:
 - Application form (Annexure I)
 - Supporting documents against each eligibility criteria in sequential. The documents should also be appropriately flagged.
 - The Balance sheets/audited statements of accounts, P&L A/c for last three years
- b. **Sealed Cover B:** Financial bid to be super scribed as “**Study for Increasing export market of value-added agricultural products from India**”. The financial bid must be inclusive of taxes, if any. In case the financial bid does not specify taxes, it will be considered as tax inclusive financial bid, the onus of which shall lie with the bidder.
- c. **Sealed Main Cover:** The two sealed **covers A and B** shall be contained in an umbrella

cover super scribed as “**Study for Increasing export market of value-added agricultural products from India**”.

9. **Eligibility Criteria for bidders:**

- a. A registered consulting/advisory individual firm/organization either private or government incorporated in India with minimum 5 years of experience in the field of agriculture/horticulture/ food /agri-business.

Documentary evidence such as clearly legible copies of Certificate of incorporation with amendments, if any; Service Tax registration; PAN Number must be submitted (these should be marked as annexure to Eligibility Criteria No. 1)

- b. The individual firm should have an average turnover of **at least Rs 5 Crores.**

Details must be furnished in the following format marked as annexure to eligibility criteria.

Year	Overall turnover (₹ Crores)
2022-23	
2021-22	
2020-21	

- c. The Team leader of the study should possess minimum Post Graduate degree in Agriculture with experience of at least 10 years and more than 5 years in Agri-business consulting.
- d. The other team members must possess at least Post Graduation degree in Agri-business /MBA having 2 – 3 years’ experience.
- e. Applicant/Bidder should not be blacklisted by any Central / State Government / Public Sector Undertaking / Judicial pronouncement in India. The Applicant should disclose the details of any issues that are pending in court or under litigation and provide the value of the litigation. The Applicant should declare that the cumulative value of litigation should be less than 10% of the total net worth declared in the last financial year.
- f. The agency must have:
- i. Executed more than one value chain assessment for Agri and allied products in various international countries, in the last 3 years.
 - ii. Completed at least one study or an assignment for the Government of India or any Central Government Organizations in the field of agricultural development within the last three years.

10. **Bid Timeframe**

A pre-bid meeting is scheduled on 22/03/2024 at 11.00 am at Conference Hall, APEDA, New Delhi.

Last date for submission of bids: The bids must be submitted in APEDA office, New Delhi by 08/04/2024, by 5:00 PM. **Bids received after this date & time will be outrightly rejected.**

Evaluation of bids received within the specified timeline: The bids received within the specified date & time shall be evaluated on the eligibility criteria as specified in this document. The shortlisted bidders will be invited for technical presentation before a committee constituted by APEDA for this purpose. Intimation in this regard will be emailed to the concerned bidders at the email ids indicated in the application form.

The selection timeline (tentative) is given as under:

S. No.	Particulars	Scheduled Date	Comments
1.	Pre-bid Meeting	22/03/ 2024 at 11:00 AM	
2.	Uploading Minutes of pre-bid meeting on APEDA's website	22/03/ 2024, by the end of day	
3.	Last date for Bid Submission	08/04/ 2024 at 5:00 PM	
4.	Opening of Bids for Technical Evaluation	10/04/ 2024 at 11:30 AM	
5.	Live Presentation on the subject by the Bidders (Team Leader and associates) and Evaluation	10/04/ 2024 (3:00 PM onwards)	In the presence of bidders
6.	Opening of Financial Bids		
7.	Declaration of Highest scorer (intimation through email)		

11. Criteria for qualifying bidders post technical presentation.

The technical bids/presentations will be graded on the basis of following marks structure by the Committee constituted by APEDA for this purpose:

S. No.	Criteria	Marks
1.	Presentation, Approach, Methodology, Quality & Experience of proposed team	50
2.	Experience in consulting in India Up to 10 years: 5 marks 10 years or more: 10 marks	10

3.	Number of studies completed in the field in value chain assessment. Up to 5 studies: 5 marks 5 years or more: 10 marks	10
	Total	70

12. Opening of financial bids

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

L1 = 30 marks

$L_i = 30 \times \frac{L_1}{L_i}$ [the cost quoted by L1)/L2 (the cost quoted by L2) and in similar fashion for L3, L4 etc. depending on the number of bidders].

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.

Note:

APEDA will send communications on pre-bid meeting or any other information as necessary to be bidders only on the email ids communicated by them in the application format.

13. 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 a 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 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.

14. Dispute Resolution and Arbitration

14.1. All matters of dispute arising out of this shall be governed by Indian law and subject to Court jurisdiction in New Delhi only.

14.2. Both the parties shall make all efforts to resolve any dispute by way of reconciliation.

14.3. 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.

14.4. 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.

14.5. The fee payable to the Arbitrator shall be paid equally by both the parties. The language used in the arbitral proceedings shall be English.

15. Indemnity:

The 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 breach by the Agency, its sub-contractors, sub-agents, employees, etc. of any of its obligations under the Contract.

16. Intellectual property rights:

16.1 APEDA's name/logo/other IPRs shall be the sole and exclusive property of APEDA only. For any misuse/misrepresentation/unauthorised 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.

16.2 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.

16.3 The Agency shall indemnify APEDA against any misuse/misrepresentation/unauthorised 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.

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

17. **Confidentiality:**

17.1 Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it:

(a) is or becomes public other than through a breach of this Agreement,

(b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,

(c) was known to the receiving party at the time of disclosure or is thereafter created independently,

(d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or

(e) must be disclosed under applicable law, legal process or professional regulations.

17.2 These obligations shall be valid for a period of 3 years from the date of termination of this Agreement."

18. **Liquidated Damages**

18.1. Except as provided under clause "Force Majeure," if the selected bidder fails to deliver Services within the period specified in the Contract, APEDA may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified as in this document for delay until actual delivery, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, APEDA may terminate the Contract.

18.2. In addition to penalties mentioned, any written instruction by APEDA not being complied to by the bidder and amounting to gross misconduct shall also amount to penalty and an appropriate deduction may be charged from the related invoice (of that quarter) as per the discretion of APEDA.

18.3. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the selected bidder shall arrange services within the specified period.

18.4. Delivery period may be extended with or without liquidated damages, if the delay in the supply of service is on account of hindrances beyond the control of the selected bidder.

18.5 The selected bidder shall request in writing to APEDA giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of service within the stipulated delivery period. This request shall be submitted as soon as a hindrance in delivery of service occurs or within 15 days from such occurrence but before expiry of stipulated period of delivery of service after which such request shall not be entertained.

18.6 APEDA shall examine the justification of causes of hindrance in the delivery of service and the period of delay occurred due to that and grant extension with or without liquidated damages.

18.7 If APEDA agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, whatsoever beyond the contracted cost shall be paid for the delayed supply of service.

18.8 It shall be at the discretion of APEDA to accept or not to accept the supply of services rendered by the Selected Bidder after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. APEDA shall have right to cancel the contract with respect to undelivered service.

18.9 If APEDA is in need of the service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period.

18.10 If the selected Survey Agency fails to complete the Assignment, within the period specified under the Work Order, the Performance Guarantee is liable to be forfeited in full or part in case of underperformance and undue delays in performance by the Agency, besides other action, including blacklisting of the Agency as may be deemed fit by APEDA. In case of part forfeiture of Performance Guarantee and if the Agency proceeds to complete the assignment, the Performance Guarantee will need to be buffered and restored to the original value.

19. Limitation of Liability

In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

18. Terms of Payment

The schedule of payment will be as under:

Particulars	Timeline	Payment
Inception Report	30 days	30%
Draft Report	60 days	40%
Final Report	90 days	30%

Timeline: The study shall be completed within 90 days from the commencement date.

Notes:

- a. The selected Agency shall be required to furnish an indemnity bond and personal guarantee before release of advance payment.
- b. For any delay in submission of draft report, penalty@ 1% of total fee may be levied on the Agency for every week or part thereof.

Payments shall be released by APEDA through RTGS. Hence, RTGS details must be furnished by the Agency in the application form itself.

19. Performance Assurance

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

20. Timeline for submission of the document

The selected agency shall complete the study within 90 days from the date of award of the study, at the end of which they are supposed to deliver the structured document to APEDA. The tentative timeline for this exercise is given as under:

Particulars	Timeline
Team mobilization and Inception Report	T+30 days
Draft Report	T+60 days
Final Report	T+90 days

T= project kick off date

ANNEXURE I
Application Format

S. No.	Details	
1	Name of applicant	
2	Office Address	
3	Phone Number	
4	Email ID	
5	PAN No.	
6	GST Registration No.	
7	Number of years of experience in consulting in the field of agriculture/horticulture/food/agri business (enclose documentary evidence)	
8	Details of experience (enclose supporting documents)	
9	Is annual average turnover from India operations for the last three (3) years atleast Rs. 5	

	crores? (Y/N) Mention exact amount as well.	
10	ITRs for the last 3 financial years (enclose documentary evidence)	
11	Educational qualifications of team leader of study (enclose documentary evidence)	
12	Total work experience (No. of years) of team leader of study (enclose documentary evidence)	
13	Specific experience (No. of years in the field of Agri-business consulting) of team leader of study (enclose documentary evidence)	
14	Educational qualifications of other team members (enclose documentary evidence)	
15	Work experience (no. of years) of other team members (enclose documentary evidence)	
16	Number of studies completed in the field in value chain assessment (enclose documentary evidence)	
17	Studies/assignments executed for the Government of India or	

	any Central Government Organizations in the field of agricultural development within the past five years (enclose documentary evidence)	
18	Value chain assessments completed for Agri and allied products in various international countries (enclose documentary evidence)	
19	Studies developed on prospects of increasing exports of Agri and allied sector (enclose documentary evidence)	
20	Has the applicant been blacklisted by any Central/State Government/Public Sector Undertaking in India: Y/N? (If yes, please provide details.)	
21	Is the applicant involved in any ongoing litigation: Y/N? (If yes, please provide details of the issues pending in court or under litigation as well as the value of the litigation.)	
22	Is the cumulative value of litigation less than 10% of the total net worth declared in the last financial year? (If applicable)	

23	Has the technical bid been provided? (Y/N)	
24	Has the financial bid been provided separately? (Y/N)	
25	Has EMD of Rs. 2 lakhs been provided? (Y/N)	
26	Details for the purpose of RTGS	
27	Any other relevant information (Separate sheet may be attached, if required)	

Declaration

I/We hereby declare and confirm that all the information provided above is true and nothing has been concealed. I/We agree to abide by the general terms and conditions and other stipulations mentioned in this Notice. I/We also undertake to maintain strict confidentiality about the work assigned by APEDA. I/We further understand that if at any time, I/we am/are 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/us.

Signature

(NAME OF SIGNATORY)

(should be Director/Managing Director/Head of Agency)

Designation:

Place:

Date:

E-mail ID:

Address:

Tel. No.:

Mobile No.: