AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) MINISTRY OF COMMERCE AND INDUSTRY, GOVERNMENT OF INDIA

3-4 FLOOR, NCUI BUILDING, AUGUST KRANTI MARG, NEW DELHI Date: **the 7th October 2024**

NOTICE INVITING TENDER for "STUDY ON GLOBAL BEST PRACTICES FOR AIR TRANSPORT & CARGO HANDLING OF PERISHABLES, KEY GOVERNMENT INITIATIVES TO SUPPORT EXPORTS BY AIR, STATE OF PLAY IN INDIA AND BENCHMARKING IT TO KEY AGRI & HORTI EXPORTING COUNTRIES, WAY FORWARD AND POSSIBLE POLICY RECOMMENDATIONS"

1. About APEDA

1.1 Agricultural and Processed Food Products Export Development Authority (APEDA) is a premier organization for promotion of the export of agricultural and processed food products. It plays a crucial role in enhancing the export potential of these products by market development, quality control, and certifications. APEDA also facilitates the participation of Indian exporters in global markets.

1.2 In accordance with the Agricultural and Processed food products Export Development Authority (APEDA) Act, 1985 the major functions entrusted to APEDA are as follows

- (i) Development of the industries relating to the scheduled products for exports,
- (ii) Registration of Exporters of the scheduled products,
- (iii) Fixing of standards & specifications for the scheduled products for exports,
- (iv) Carrying out inspection of meat & meat products for ensuring their quality,
- (v) Improving the packaging & marketing of the scheduled products,
- (vi) Promotion of export-oriented production,
- (vii) Collection of Statistics of the scheduled products,
- (viii) Training,
- (ix) Protection of the intellectual property rights in respect of 'Special Products'
- (x) Secretariat for National Programme for Organic Production. Etc.

2. Background

2.1 Perishable agricultural products, especially horticultural goods, require efficient and time-sensitive handling to maintain their quality and meet international import standards. Due to their short shelf life, these products are often transported by air. However, air transportation poses significant challenges for horticulture exports.

2.2 Firstly, the limited space available on flights restricts the volume that can be transported, and the infrequency of flights adds to the complexity. Secondly, horticultural products are typically low in weight but high in volume, meaning they take up more space while contributing less weight. This imbalance creates logistical

challenges, making it difficult for Indian horticulture exports to achieve their full potential.

2.3 As global demand for high-quality agricultural products continues to rise, it is essential for India to adopt global best practices in air transportation and handling of perishables. Additionally, key government interventions and support are needed to enhance the competitiveness of India's perishable and high-value agricultural exports. Special focus should be given to direct and indirect government support extended to exporters, particularly small and MSME units.

2.4 The proposed cross-country study aims to benchmark India's air transportation and cargo handling practices against those of leading exporters, such as Ecuador, the USA, Brazil, Thailand, and New Zealand. The study will identify opportunities for improvement and explore policy support measures that can be provided to exporters, in both direct and indirect ways, to facilitate the air transportation of their perishable agricultural products.

3. About the Assignment:

APEDA is inviting bids from reputed agencies in the field of Consulting/ Research etc. to undertake a study with the following objectives and scope.

4. Objective and scope of the study

- (A) Benchmark India's air transportation & cargo handling practices for perishables:
 - (i) Conduct a comparative analysis of India's practices in handling and transporting perishables by air with those of leading agricultural export countries.
 - (ii) Identify international best practices, success factors and innovations in perishable cargo management that can be adopted in India.
 - (iii) Identify domestic airline policies that are related to transportation of perishables.
 - (iv) Identify the trends in costs, capacities, and capacity utilization of air cargo services across major hubs, including New Delhi, Mumbai, Chennai, Bangalore, Hyderabad, Guwahati, and Kolkata.
- (B) Assess the infrastructure and operational challenges in India, and examine best practices in key countries that export perishable agricultural products:
 - (i) Evaluate the infrastructure at Indian airports for handling perishable cargo, and their operational status.
 - (ii) Identify operational challenges related to air transportation, such as loading/unloading efficiency, quarantine procedures, and customs clearance.
 - (iii) Identify best practices in key countries exporting perishable agriculture products in the parameters listed at B(ii) above.
- (C) Recommend improvements for air cargo infrastructure:

- (i) Propose infrastructure upgrades and operational improvements to enhance the efficiency and reliability of air transportation for perishables.
- (ii) Recommend policies and practices that can reduce air cargo handling costs and improve the quality of perishable exports.
- (iii) Propose a strategic roadmap for implementing these recommendations to enhance India's competitiveness in global markets.
- (D) Assess global best practices of government support, both direct and indirect, currently in place to facilitate the transportation of perishable agricultural cargo for the following countries:
 - (i) Developed Countries like USA, EU, Australia, New Zealand, Mexico
 - (ii) Peer countries like Thailand, Vietnam, Ecuador, China.

5. Eligibility Criteria:

Reputed agencies in the field of Consulting/ Research either in government sector or private entities having **minimum 10** years of experience in conducting market studies/ logistic studies in the field of agriculture/horticulture/ food /agri business at national/international level are eligible to apply. An Agency not having its office in NCR region shall not be considered eligible to bid Only those bidders who fulfil the eligibility criteria shall qualify for technical evaluation.

S.	Eligibility Criteria	Documents required
No. i ii iii iii	The Agency should be a legal entity as per law. The bidder shall be a Government organization and its entities/ Public/ Partnership/ Private Limited Company or subsidiary thereof. Details of GST registration/ PAN The bidder should not have been black- listed by any Government organization The bidder should have completed at least 5 (five) Market Studies/ Logistic studies in the field of agriculture/horticulture/ food /agri- business at national / international level during last five years, for Government Departments etc.	 (i) Certificate of incorporation (in case of Pvt. Ltd./ LLP/ Ltd. Company) (ii) Partnership Deed (in case of Partnership firm) Relevant documents Self-declaration signed by authorized signatory Legible copies of work orders for such studies
V	The Agency should have earned a minimum income of Rs. 5 crores per annum during each of the last three financial years, from market studies/ logistic studies in the field of agriculture/horticulture/food/agri- business	CA certificate showing the (i) date of existence of the agency, (ii) turnover of last three years from Consultancy/ Research Work and (iii) no. of studies conducted during last 5 financial years, signed by a practicing CA and countersigned by authorized

		signatory of the agency. (as in Annexure-4.)
vi	 The Team leader of the study should possess: (a) Master of Business Administration (MBA)/ Post Graduate Diploma in Management (PGDM) in Shipping and Logistics Management/Logistics and Supply Chain Management/Operations & Supply Chain. 	CVs of the team leader and members.
	(b) experience of at least 10 years.	
	(c) should have handled at least five studies as Head of Team.	
	The other team members must have at least 3 years of work experience in shipping and logistics management/logistics and supply chain management/operations & supply chain.	

6. <u>EMD and Performance Security:</u>

6.1 Earnest Money Deposit (EMD) must be submitted with the Technical Bid in the form of DD for Rs. 2,00,000/- (Rupees two Lakh) 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 6.4.

6.2 Exemption from submission of EMD to NSIC and MSME registered agency will be applicable as per Government rules.

6.3 No exemption from submission of Performance Security shall be admissible to the NSIC and MSME registered organizations, as per Government rules.

6.4 Performance Security @ five per cent (5%) of the value of the bid value shall be deposited by the agency selected. The Amount of 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. 2.00 Lakh, the awardee agency shall deposit the additional amount over & above Rs. Two lakh in the form of DD. Both the amounts taken together shall be treated as Performance Security. The entire amount of Performance Security shall be refunded after completion of all contractual obligations.

7. General Terms and Conditions

(i) The approved bidder is required to provide professional, objective and impartial service and, at all times, shall hold the interests of APEDA as paramount, without any consideration for future work and strictly avoid conflicts with other assignments or their own corporate interests.

(ii) Bidder must observe the highest standards of ethics during the process of

selection and execution of the contract. APEDA may reject a proposal at any stage if it is found that the bidder recommended for award has indulged in corrupt or fraudulent practices in competing for or in executing the contract under reference and may declare the bidder ineligible or blacklist the firm, either indefinitely or for a stated period of time.

(iii) It shall be the responsibility of the agency to follow local laws in respect of the services provided/manpower hired by them.

- (iv) APEDA reserves the right to:
 - (a) Extend the deadline for the submission of applications/bid documents at its discretion.
 - (b) Negotiate the prices with the selected bidder to bring down the prices.
 - (c) Accept or reject any proposal at any time prior to award of contract/order, without assigning any reasons and without any liability on APEDA.
 - (d) Suspend the project, cancel the contract with the selected party in part or in the wholeat any time if in the opinion of the APEDA it is necessary or expedient in the public interest. The decision of the APEDA shall be final and binding in this regard.
 - (e) APEDA shall also not be responsible for any damage or losses caused or arise out of aforesaid action.
 - (f) Modify terms and conditions of the contract which shall be granted to the successful bidder after the bidding process, if in the opinion of the APEDA, it is necessary or expedient to do so in public interest or for proper implementation of the project. The decision of the APEDA shall be final and binding in this regard.
 - (g) For interpretation of any clause of this document, the decision of Chairman APEDA would be final and binding on the bidder.

8. SELECTION PROCEDURE

8.1 The selection procedure involves pre-bid meeting, evaluation of bid documents received, making presentation by the bidders before the selection committee and on the basis of marks of documents and presentation, opening of financial bids to prepare a score-sheet of bidders and declaration of successful agency.

8.2 The minutes of the pre bid meeting shall be posted on the APEDA website. The bidders are advised to wait for minutes of pre bid meeting for submission of their bid.

8.3 Evaluation of Bids:

8.3.1 A Committee in APEDA will carry out a **preliminary screening** of the documents received and shortlist the bidder agencies fulfilling the prescribed eligibility criteria. The short-listed agencies will be required to make technical presentation before the selection committee.

8.3.2 The **evaluation of bids** will be made in two stages – first, Technical evaluation, and second, opening of Financial bid.

8.3.3 For technical evaluation of bids, a presentation will be held, on the date and time specified by APEDA, before the Selection Committee in the presence of the bidders or their authorized representatives.

8.3.4 The marks of the presentation will be awarded for the credentials in the following areas:

S. no.	Criterion	Maximum Marks
1.	Technical Presentation including team strength- Approach and methodology- (i) Understanding the Scope of Work (ii) Approach to Study, Sampling and Methodology (iii) Value Proposition (iv) Adherence to timelines (v) Work Plan	40
2.	Experience in conducting studies in respect of Government sector 6-10 years 8 marks Above 10 years 10 marks	10
3	Completed Studies in Government sector in the field of marketStudies/research/surveysinthefieldofagriculture/horticulture/ food /agri-business.6-10 studies5 marks11-15 studies8 marksMore than 15 studies10 marks	10
4	Averageannualconsultancyfeesfrommarketstudies/research/surveysduringlast3yearsinthefieldofagriculture/ horticulture/ food /agri-business.Above Rs. 10 crores and up to Rs. 20 crore5marksMore than Rs. 20 to Rs. 30 crore8marksMore than Rs. 20 crore10marks	10
	Total	70

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.

8.5 The selection shall be made on Quality and Cost Based Selection (QCBS) Method. The marking on Financial Bids, under QCBS method, will be as per the following criterion:

L1 = 30 marks

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

8.6 After the marks on financial bids are calculated, the marks of technical presentation and financial bids will be added up and the bidder scoring highest aggregate marks will stand selected.

8.7 Selection Committee reserves the right to withdraw the announcement, accept or reject any or all the bids at any time prior to award of contract/order, without assigning any reasons and without incurrence of any liability on APEDA. APEDA also reserves the right to negotiate the prices with the selected agencies to bring down the prices or add more facilities.

9. FORCE-MAJEURE:

If at any time, during the continuance of this contract, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, Explosion, Epidemic, Pandemic, Quarantine restriction, Strikes and Lockouts (as are not limited to the establishments and facilities of the contractor), fire, floods, natural calamities for any act of GOD (hereinafter referred to as EVENT), provided notice of happenings of any such EVENT is given by the affected party to the other, within 15 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the contract, nor shall either party have any such claims for damages against the other, in respect of such nonperformance or delay in performance provided the contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist. The decision of the Chairman, APEDA as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days either party may, at his option terminate the contract.

10. **ARBITRATION:**

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

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

10.3 In case of any dispute, both the parties shall make all efforts to resolve by way of conciliation process.

10.4 In the event of any doubt, question, dispute or difference arising under the agreement in connection therewith (except as to matters, the decision to which is specifically provided under this agreement) remains unresolved, the same shall be referred to sole arbitration to be appointed by the Chairman, APEDA in accordance with the Arbitration and Conciliation Act, 1996 and the decision given shall be binding on the parties.

10.5 The provisions of Indian Arbitration & Conciliation Act 1996 (as amended from time to time) shall apply on both the parties. The venue of the arbitration proceeding shall be the office of APEDA or such other place as the Chairman, APEDA may decide. Upon any and every reference as aforesaid, the assessment of costs and incidental

expenses in the proceedings for the award shall be at the discretion of the Chairman, APEDA.

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

11. **INDEMNITY:**

Agency shall indemnify, defend and hold APEDA and its officers/officials harmless against any and all proceedings, actions, losses, damages, expenses, costs and third party claims whatsoever whether financial or otherwise, including liability for payment of contributions dues to EPFO/ESIC/Govt. Departments/Local Bodies/Statutory Authorities etc. which APEDA may sustain, incur, suffer or be exposed to at any time during the subsistence of the Contract and subsequent thereto relating to the period of Contract, arising out of a breach by the Agency, its sub-contractors, sub-agents, employees, etc. of any of its obligations under the Contract.

12. **INTELLECTUAL PROPERTY RIGHTS:**

12.1 APEDA 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.

12.2 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.

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

13. **Responsibility on Award of Contract:**

13.1 The selected Agency, shall furnish an Indemnity Bond and Performance security. Performance Security @ five per cent (5%) of the value of the contract shall be deposited. The Amount of 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. 2.00 Lakh, the selected agency shall deposit the additional amount over & above Rs. Two lakh in the form of DD within seven 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 An advance up to 30% of the bid value shall be admissible on a written request from the selected agency against bank guarantee in favour of Agricultural and Processed Food Products Export Development Authority (APEDA) for the similar amount.

14.2 The advance payment shall be released only after satisfying the fulfillment of Performance Security obligation as stated in clause 13.1.

14.3 Balance amount of the value of the contract will be released as follows:

- (i) 40 % of the bid price on submission of the draft report
- (ii) Balance 30% of the bid price on acceptance of final report by APEDA.

15. Timelines and Performance Assurance:

The study shall be completed within **120** days from the date of commencement. For delay in submission of draft report, penalty @ 1% of total fee may be levied on the Agency for every week or part thereof.

16. GUIDELINES FOR SUBMISSION OF TECHNICAL AND FINANCIAL BIDS:

- 16.1 Conditional bids are not allowed and would be rejected summarily.
- 16.2 Mis-representation of facts will lead to forfeiture of EMD.
- 16.3 The bidders have to bear the cost connected with the preparation and submission of bid documents to APEDA.
- 16.4 Each page of the bid document is to be signed by the authorized signatory before submission to APEDA. Authorization letter in favour of the signatory is to be enclosed with Annexure-1.
- 16.5 <u>The name of the Bidder Agency must be clearly written on all envelopes with</u> <u>full address, Tel: nos., and Email on the Envelopes</u>.
- 16.6 No modification or substitution of the submitted bid shall be allowed. An applicant may withdraw his application after submission, provided that written notice of the withdrawal is received by APEDA before the end of the time for submission of applications. In case an applicant wants to resubmit his application, he shall submit a fresh application following all the applicable conditions by the stipulated date.
- 16.7 Bids received after the last date of submission of application will not be considered under any circumstances. Bids received through email shall also not be considered.

16.8 The duly completed bids are to be submitted in four envelopes as per the following procedure:

ENVELOPE I:

This envelope will contain the 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 "EMD for "Study on Global Best Practices for Air-Transport & Cargo Handling of Perishables"

ENVELOPE-II:

This envelope will contain the following documents:

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

This envelope should be sealed and super-scribed as **Technical Bid for "Study on Global Best Practices for Air-Transport & Cargo Handling of Perishables"**

ENVELOPE III:

This envelope will contain Financial Bid as per Annexure-2.

The envelope should be sealed and super-scribed as <u>"FINANCIAL BID</u> for "Study on Global Best Practices for Air-Transport & Cargo Handling of Perishables"

ENVELOPE IV: Master Envelope:

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

"Technical Bid for "Study on Global Best Practices for Air-Transport & Cargo Handling of Perishables etc."

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

Pre-bid Meeting will be held at 14:30 Hrs. on 14th October 2024 (Monday) in the Conference Room of APEDA, New Delhi.

Last date for submission of duly completed bids is 28th October 2024 (Monday) up to 14:30 Hrs.

Technical Bid for "Study on Global Best Practices for Air-Transport & Cargo Handling of Perishables"

Details of Agency

(on the Letter-Head of the Agency)

S. No.	Particulars	Det	ails	Page no.
1	Name of Agency			
2	Address			
3	Name, designation and contact details of authorized signatory including email id and mobile/ telephone no. (Please attach Authorisation Letter)			
4	Details of Incorporation/ Registration			
5	GST Certificate of Bidder Agency (Please Attach copy)			
6	Pan Card of Bidder Agency (Please Attach copy)			
7	Detailed Profile of the Agency including the staff strength on payroll (Detailed Profiles of Team Members shall be attached)			
8	Turnover Details Minimum Turnover of Rs. 5 crores per	Year	Turnover	
	annum during each of the last three financial years, from Market Studies/ Logistic studies in the field of agriculture/ horticulture/ food /agri-business (Please attach CA certificate as per Annexure- 4). The turnover shall be in the name of applicant organization only and not that of group/ sister organizations.	2021-22		-
		2022-23		-
		2023-24		-
9	Experience Details The bidder should have completed at least 5 (five) Market Studies/ Logistic studies in the field of agriculture/horticulture/ food /agri- business at national / international level	Year	Work Orders	
		2019-20		
		2020-21		
	during last five years, for Government	2021-22		
	Departments.	2022-23		
		2023-24		

10	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.	
11	Self-certified copy of Certificate of MSME registered agency issued by respective authority.	
12	Self-Declaration that the agency has not been blacklisted by any Government office/ Government organization. (Please Attach duly filled in Annexure-5)	

Declaration

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

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

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

Signature of Authorised Signatory

(Name and Designation) Seal of Agency

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

FINANCIAL BID "Study on Global Best Practices for Air-Transport & Cargo Handling of Perishables"

To, The Secretary, APEDA, New Delhi.

Sir,

We, M/s. (Name of the firm) offer to undertake "**Study on Global Best Practices for Air-Transport & Cargo Handling of Perishables**" in accordance with your tender document dated 7th October 2024. Our Financial Bid against the Scope of Work as defined in the tender document is submitted hereunder

Sr.	Activity/ Component	Amount
No.		in Rs.
1	Undertaking Study On Air-Freight Of Perishables- Cost	
2	Amount of Applicable taxes	
3	Total Amount (with taxes)	

Total Amount in words: Rupees

I understand that APEDA is not bound to accept any bid received.

Signature of Authorised Signatory

(Name and Designation) Seal of Agency

Date:

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Place:

Technical Bid for "Study on Global Best Practices for Air-Transport & Cargo Handling of Perishables"

C.A. Certificate

I /We, Proprietor / Partner / Director of	(Name of CA Firm) do
hereby confirm that M/s	(Bidder), a
Proprietorship / Partnership / Company	having its registered office at
	, having PAN No.
and GST No	which is valid
from (copy attached) and h	ereby declare and affirm as under:

- 1. That the business entity is in existence in the present status from......(date).
- 2. That the details of the turnover from **Consultancy Fee** (on the basis of the financial statements of the entity) are as follows:

S. No.	Financial Year	No. of Studies undertaken	Turnover (in Rs.)
1	2021-22		
2	2022-23		
3	2023-24		

3. That the above work was obtained in the entity's own name and the billing /payment was collected in the entity's own bank account.

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

Name and Designation

Signature:

Name and designation

Seal of CA firm

Partner/Proprietor / Director Seal of Agency

Date:

Signatory

(On the Letter Head of the Agency)

Technical Bid for "Study on Global Best Practices for Air-Transport & Cargo Handling of Perishables"

То

The Secretary, APEDA, New Delhi-110016

Subject: Declaration for not being Black-Listed

<u>Sir,</u>

With reference to the bid on the subject cited above, I, (Name and designation of the authorised signatory) hereby declare and confirm that M/s. ... (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 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 of Authorised Signatory

Name and Designation Seal of Agency

Date:

Place: