



CSIR - NATIONAL PHYSICAL LABORATORY

(Council of Scientific & Industrial Research)

Dr. K. S. Krishnan Marg, New Delhi -110 012.

Tele Fax: +91 11 45608645, Fax: +91 11 45609310

Emails: cosp@nplindia.org, spo@nplindia.org, purchase@nplindia.org



BID DOCUMENT

For

“Appointment of Agent For Custom House Clearance- cum- Consolidation & Freight Forwarding Services For Import/Export Shipments for CSIR-NPL”

Last date & Time for sale of tender : 14.06.2016 (upto 1700 Hrs)
Last date & Time for Submission : 15.06.2016 (upto 1430 Hrs)
Date/Time for opening of bid : 15.06.2016 (at 1500 Hrs)
Venue of Bid Sale/Open : Room No. 201-A, NPL

To Be Submitted To

**The Director,
(K/A: Stores & Purchase Officer)
CSIR- NATIONAL PHYSICAL LABORATORY,
Dr. K. S. Krishnan Road,
NEW DELHI-110012**



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Open Tender Notice No: 01/2016

Director, CSIR-NPL invites tenders in closed/sealed covers with wax/cello tape/ company seal under two bid systems (Technical & Price bid) from the reputed Custom House cum Consolidation Agent for award of Contract in r/o providing of the following services as under:

Tender No.	Brief Description of Services	EMD (Rs.)
14-VI/CHA(740)16-PB/T-03	Appointment of Agent For Custom House Clearance cum Consolidation & Freight Forwarding Services For Import/Export Shipments	1.00 Lac

Interested parties may download the Tender Documents along with detailed terms and conditions directly from NPL website <http://www.nplindia.org> [under links of Tenders/Pre-indent →Tender notifications] free of cost & submit them along with above prescribed EMD. Alternatively, the same can be obtained from this office Room No.-227-A, **up to 14th June, 2016 (1700 Hrs)** against separate written request on Letter Head along with the non refundable & non- transferable tender fee of Rs.300/= by Demand Draft drawn in favour of Director, NPL, New Delhi. Last date of receipt of tenders is **15th June, 2016 up to 02.30 PM (IST)**. The Date of opening of technical bids is **15th June, 2016 at 3.00 PM (IST)** onwards in the presence of bidders, who wish to be present. Late/delayed tenders shall not be accepted. Corrigendum/amendments, if any, will be posted only in NPL website: <http://www.nplindia.org> and hence the bidders are advised to check the referred website for any update before submitting their bids. Director, CSIR-NPL reserves the right to accept or reject any or all tenders or withdraw/annul the tendering process without assigning any reason.

Vendors can express their payment related concerns at the following e-mail address: complaints@nplindia.org

(sd/-)
Controller of Stores and Purchase



CSIR - NATIONAL PHYSICAL LABORATORY
(Council of Scientific & Industrial Research)
Dr. K. S. Krishnan Marg, New Delhi -110 012.



Tele-fax: 91-11-45608645

Fax: 91-11-45609310

Email: cosp@nplindia.org

spo@nplindia.org

Website: <http://www.nplindia.org>

Open Tender Notice No: 01/2016

25th May, 2016

1.0 INVITATION FOR THE BIDS

Sealed tenders in closed/sealed covers with wax/cello tape/ company seal **under two bid systems** are invited on behalf of Director, CSIR-NPL, New Delhi from the reputed Custom House-cum-Consolidation & Freight Forwarding Agent for awarding contract for the job of consolidation and custom clearance of consignments of import/export shipments through air, sea and foreign post office for CSIR-NPL, New Delhi -110 012 **for THREE years.**

2.0 SCOPE OF WORK:

There are around 200 cases of import in CSIR-NPL annually out of which a majority of items are imported on FCA/FOB basis (INCOTERMS 2015) hence they need to be picked up from the foreign seller's port of shipment, consolidated, transported to New Delhi, custom cleared and dispatched to CSIR-NPL stores in safe and intact condition as per shipper's instructions. Further, there are few cases of export shipment, A.T.A. Carnet import/export services that require to be performed by the agent.

The detail scope of work are enumerated as under:

A) Customs clearance of imported consignments from IAAI/ICD/Foreign Post Office.

- i)** The clearance of all types of consignment, precious and delicate type of equipments, Instruments, Dangerous Goods (as per IATA DGR Manual), Over Dimensional Consignments (ODC) and other special type of materials with special instructions, etc at the airports of New Delhi, Mumbai or from Inland Container Depots (ICD Patparganj/Tughlakabad) including all the stages of customs clearance.
- ii)** Obtaining Non-delivery certificate/short landing certificate in the case of materials are short delivered by IAAI, or airlines and lodging of claims with them immediately on behalf of NPL.
- iii)** Arranging insurance survey at airport/IAAI in case of damages to the consignment.
- iv)** Immediate delivery of consignment at NPL Delhi after custom clearance.
- v)** Any other job in connection with the clearance of goods from Customs
- vi)** Clearance of IPP Parcels from customs/Foreign Post Office, New Delhi
- vii)** Clearance of consignments from ICD Delhi/Patparganj or Customs at Mumbai.
- viii)** Clearance and delivery of consignment under temporary imports/A.T.A CARNET/ warranty repair/ replacement etc. for further exporting to another country.
- ix)** The service provider will ensure that correct nomenclature and the **HS CLASSIFICATION AS PER EXTANT ITC/CUSTOMS NOTIFICATION** is mentioned in the BILL OF ENTRY. The correct product code (HS) verified and DUTY FREE items as per Customs Tariff Act cleared without delay. CSIR-NPL is eligible for levy of concessional Custom duty vide notification no.: 51/96 dt. 29.08.2011 as amended from time to time.
- x)** Follow-up of cases of recovery of any excess custom-duty paid.
- xi)** Arranging for all risks covered marine cargo insurance from warehouse to warehouse to be done on behalf of the NPL, N. Delhi in case of FOB/FCA consignment or wherever applicable and required as per P.O. conditions.

B) Consolidation of the consignments being imported from all over the world:

- i)** Complete monitoring and supervision of the consignment on the basis of instruction given in NPL's P.O. from the date of order/LC, making advance arrangement to book/consolidate the consignment and pick-up consignment for onward shipment along with regular feed back on the progress of order to NPL. They Shall check with reference to relevant Purchase Orders and give requisite information particularly in regard to the following before dispatch: -
 1. Weight and Dimension of consignment.
 2. Marks & Number of Parcels/Cases
 3. Purchase Order number
 4. Mode of transport
 5. Airport/Sea Port of Destination mentioned
 6. Whether FOB/FCA, Ex-works, CIF, etc. shipment
 7. Over-dimensional and heavy packages needing special handling arrangements in India.
- ii)** In case any information, pre-alert/advance shipping document is not received before landing of the consignment the delay in clearance will be on the part of Agent and the respective amount of demurrage will be recovered from the bill. NPL will not pay any amount on account of demurrage charges unless specific reason.
- iii)** To provide timely information (pre-alert) regarding dispatches and other relevant information to NPL.
- iv)** To facilitate specialized packing from all kinds of materials as per the IATA specifications and international packing standards.
- v)** Transportation of special projects materials voluminous and heavy packages, sensitive and hazardous materials.
- vi)** Extensive communication through telephone, tele-fax and E-mail etc.
- vii)** Any other service needed regarding consolidation from time to time.
- viii)** The Agent shall ensure that the trans-shipment of the cargo after de-consolidation/break-bulk is done to the correct destination to which it is booked. In the event of any cargo landing at wrong destination, the contractor shall take necessary steps for diversion with proper documents to the correct destination with minimum delay. The contractor shall bear the diversion charges/demurrage charges and any other charges associated with bringing the goods back.

C) Exports to various countries:

- i)** Export of defective/damaged items to the countries of Import and their re-import.
- ii)** Export of consignment Imported temporarily under A.T.A. CARNET system.
- iii)** Export of items for repair, calibrations and other scientific work.
- iv)** Export of items for inter-comparison to various countries (through ATA Carnet).

3.0 ELIGIBILITY CRITERIA:

Quotations of only those Bidders who shall fulfill the Eligibility Criteria and submit the necessary documents with quotation as mentioned below in their TECHNICAL BID shall be considered:

- i)** The quoting firm and overseas counterparts should be an **IATA accredited firm and should be a member of FIATA.**
- ii)** CHA License must be at least **5 years old** in the name of the quoting firm only.
- iii)** Firm should also be registered with the Indian Customs as Consol Agent. Sister concern/ Authorized Party certificate will not be acceptable. Consolidation/CHA must be registered in Custom House.
- iv)** The Bidder should have **facility for custom clearance at Mumbai and Delhi, both for sea & air cargo and also for foreign post office.**
- v)** The Bidder should have successfully executed **at least two similar freight forwarding and custom clearance work** during the last three years (2013/2014/2015) in any CSIR Labs./Instt. OR Govt. Department/PSUs./IITs/AIIMS/IARI/ICMR. Documentary evidence/certificate about satisfactory completion of the work with those organizations may also be enclosed with their complete mailing addresses and telephone numbers.

- vi) The bidder should have **filed minimum 200 Bill of Entries as CHA agent** in each of the preceding three calendar years (2013/2014/2015).
- vii) EMD in the form of Bank Guarantee (**As per format enclosed as ANNEXURE- 'A'**) or DD/ FDR or Bank Draft of a scheduled bank pledged in the name of Director, NPL, New Delhi **valid for minimum 180 days** from the date of opening of the tender for **Rs. 1,00,000.00 (Rupees One Lakh only)** must be submitted along with the with technical bid and photocopy of the same enclosed with the price bid. EMD of the unsuccessful bidders shall be refunded without any interest at the earliest after finalization of the contract. The party must therefore, submit a pre-receipted Bill in triplicate along with the quotation (in case of EMD sent in form of Bank Draft) to enable us to refund their EMD.
The bid security /EMD may be forfeited if a bidder withdraws or amends or impairs or derogates its bid during the period of bid validity
- viii) Hand written and unsigned quotations & quoted rates beyond given format will lead to rejection. Quotation should be submitted on official letter head duly signed by authorized person/officer of the company.
- ix) The firms whose contract was **blacklisted/ terminated** for whatever reasons by the Govt Deptt/ PSUs/ CSIR Laboratories/ Autonomous Bodies during the last five years, their offers will not be considered for evaluation. **An undertaking to this effect must be submitted by the bidder.** However, if any firm/vendor, whose contract has been terminated by CSIR/any of the Govt body/IITs/ICAR/AIIMS/ICMR or has been blacklisted and if the termination/ blacklisting decision has been suspended by the court till final decision on the matter, **the same firm/vendor shall be eligible to bid** and, if it emerges lowest after final evaluation, may also be awarded the contract subject to final decision by the court on the matter. However, if the court establishes the guilt on the vendor or the termination is restored by the court, **the vendor shall be debarred from the further evaluation process and if the contract is awarded, the same shall stand terminated** with immediate effect.

Document in support of point Nos. i) to ix) above must be submitted alongwith the technical bid otherwise the bid shall be rejected.

4.0 Submission of Bids

- 4.1 The offer has to be submitted in 2-bid system consisting of two parts. *Part –A of the bid comprising documents in support of “eligibility criteria”, “technical bid”, “earnest money deposit” and check list and part – B “financial bid” should be put in two separate envelopes* duly sealed. The name of the bid, last date of opening and bidder’s name & address should be clearly marked on the top of the sealed envelopes. Both part A and part B should be put into a bigger cover and may be submitted on the address given at 4.2 below.
- 4.2 The bids complete in all respects addressed to the Director, CSIR-NPL should reach by hand/post at the following address **latest by 14:30 hrs (IST) on 15.06.2016:**

**The Director,
(K/A: Stores & Purchase Officer)
CSIR- NATIONAL PHYSICAL LABORATORY,
Dr. K. S. Krishnan Road,
NEW DELHI-110012**

- 4.3 The “part A” of bid will be opened in the purchase section of the NPL (Room No. 201-A) as per the schedule mentioned in the presence of bidders who choose to be present.
- 4.4 CSIR-NPL will make its decision based on the ability of the bidder to meet NPL’s long term needs, technical expertise of the bidder, delivery capability, customer references and price. However, specific criterion used to evaluate bid response is listed in the following section.
- 4.5 The Director, CSIR-NPL reserves the right to waive any minor irregularities; accept the whole, accept part of or reject any or all bids.

5.0 PRICE BID FORMAT & FILLING INSTRUCTIONS:

5.1 The bidders are required to fulfill the Price-bid strictly as per the format provided along-with this bid document. The instructions regarding fulfillment of the price-bid is given below in para 5.2 to 5.5 which may please be understood clearly before submitting your bid. The Price bid is structured into 4 Groups: “Group A”, “Group B”, “Group C” and “Group D” as per below.

5.2 Airfreight charges: In case of FOB/FCA consignments, the forwarders charge freight charges on the basis of IATA TACT rates which are published by IATA and applicable on the day of bidding. **This component has been coded as “Group A” in the price-bid format.** The firm must offer a single flat discount on these rates which should be in percentage (%) only for all countries. The offer of the bidder will be evaluated on the basis of the percentage of discount quoted and not on individual rates.

Note: 1. The bidder is supposed to absorb the relevant statutory charges on air freight such as Fuel surcharge and Security surcharge, CC Fee etc. into quoted discount as these surcharges shall not be paid extra. However, in case of some abnormal circumstances like war, civil commotion, terrorism etc. where such levies are abnormally increased by the authorities of the concerned airport, the contractor shall refer the matter with supporting document to NPL. On the merit of the case, NPL shall pay these levies as per actual.

2. The IATA TACT rates from respective country of import should be considered as the reference, while offering discount on forwarding/consolidation rates. Under no circumstances should these rates be more than those specified in latest IATA TACT card. The bidder should furnish an undertaking to this effect on their letterhead. The successful bidder shall submit the latest country-wise TACT rate summary sheet and shall keep furnishing the revised sheets as soon the TACT rates are revised.

3. If there is any shipment on ex-works basis, charges in shipper country will be paid on actual basis. However, the contractor shall communicate to CSIR-NPL in written about the charges involved and shall obtain prior approval of CSIR-NPL for the same.

4. In case a material needs to be transported to India through Sea-Port on FOB basis, the Sea-Freight charges shall be paid to the contractor as per actual subject to production of receipts/DO.

5. The payment of charges in case of special consignments such as voluminous/ODC/hazardous & DGR shall be made as per IATA/TACT rates. Similarly for ocean freight the charges of ship liners will be applicable. If any dimension of consignment exceeds 307cmx192cmx158cm, such consignment shall be treated over dimension.

5.3 Custom clearance and agency commission charges: Keeping in view of the prevailing conditions and on the basis of our past experiences, Custom clearance and agency commission charges have been fixed by CSIR-NPL in terms of INR. **This component has been coded as “Group B” in the price-bid format.** The bidders are required to offer a flat discount in percentage (%) only on the charges fixed by CSIR-NPL. This charge is inclusive of all stages of custom clearance such as collection of D.O. order from carriers, D.O. Charges of forwarders/airlines, Filing of custom documentation/ BE charges associated with custom examination including unpacking, sealing, loading, unloading using cranes or otherwise, etc. and the agency commission charges of the contractor.

Note: 1. DO charges on other than own console consignment (as in case of CIP/CIF consignments) will be reimbursed as per actual on submission of original receipt. The DO charges shall not be paid on consignments arriving under own consolidation of the bidder (as in case of FOB/FCA).

2. The dry ice charges, in case of perishable shipments if any, shall be paid as per actual quantity at production of receipt.

3. The exchange rate as notified by customs mentioned on the Bill of Entry or the RBI exchange rate/SBI/Nationalized Bank TT selling rate on the date of arrival of shipment at the international airport of India will be applicable.

4. If a bidder feels no discount is required in the charge fixed by CSIR-NPL the column should be filled as “0 %” (Zero) while those willing to entirely bear that charge for CSIR-NPL, should fill the discount as “100%”. In no case the column should be left blank.

5.4 Inland Transportation and Delivery charges: The consignments, after clearance from the customs need to be transported from IGIA, New Delhi airport (DIAL)/ Mumbai Airport to the CSIR-NPL Stores. The contractor shall be required to perform this service. Depending upon weight CSIR-NPL has made slabs and fixed transportation charges in terms of INR for all types of consignment. **This component has been coded as “Group C” in the price-bid format.** The bidder is required to quote his one single discount in **percentage (%) terms** for all the slabs on the charges fixed by CSIR-NPL for transport and delivery to CSIR-NPL, N.Delhi which should be inclusive of all charges for all modes of transportation.

Note: 1. If a bidder feels no discount is required in the charge fixed by CSIR-NPL the column should be filled as “0 %” (Zero) while those willing to entirely bear this charge for CSIR-NPL, should fill the discount as “100%”. In no case the column should be left blank. If the column is found to be blank or written “NIL”, it will be treated to be no discount and the bidder shall be given “0” marks for the calculation of his score.

2. The weight for the purpose of freight/clearance from airport will be the “Chargeable Weight” of the consignment. However, for payment of other charges, towards transportation in India the weight will be the **Gross Weight** as per MAWB / HAWB.
3. In case a material arrives by Sea on FOB basis, the same shall be transported to NPL, New Delhi after clearance from Mumbai Sea port by inland transport arranged by the contractor. However, the charges for inland transportation shall be paid on actual basis, subject to production of original receipts.

5.5 The vendor will provide for all risks covered marine cargo insurance from warehouse to warehouse to be done on behalf of the NPL, N. Delhi in case of FOB/FCA consignment or wherever applicable and required as per P.O. conditions prior to dispatch of the consignment and the cover shall be from supplier’s warehouse to CSIR-NPL warehouse for which premium charges will be paid by CSIR-NPL as per contract against supporting vouchers and individual insurance certificates. The transit insurance should be for 110% of CIF value from any nationalized insurance company covering all transit risks including Wars, Strikes, Riots and Civil Commotion which should be valid till 30 days after receipt of consignment at delivery point. The insurance should be done as per institute cargo clause Air and Institute Cargo clause-A. NPL has fixed the maximum premium charges 0.40 of the C&F value of consignment. Please offer one single discount both for imports and exports cases on this charges fixed by NPL. **This component has been coded as “Group D” in the price-bid format.** The bidder is required to quote his one single discount in **percentage (%) terms** in the price bid.

Note: 1. If a bidder feels no discount is required in the charge fixed by CSIR-NPL the column should be filled as “0 %” (Zero) while those willing to entirely bear this charge for CSIR-NPL, should fill the discount as “100%”. In no case the column should be left blank. If the column is found to be blank or written “NIL”, it will be treated to be no discount and the bidder shall be given “0” marks for the calculation of his score.

- 5.6** Please fill up schedule of rates and enclose in price bid as per Annexure A (group A,B, C &D) & price schedule as per Annexure B. Evaluation will be made based on the same. **Offer only single discount by mentioning numerical value in group A (0-100 %), Group B (0-100%), Group C (0-100%) and Group D (0-100%).**
- 5.7** The rates must be quoted according to the given format only otherwise quotation will be rejected.
- 5.8** The price bids of the technically qualified bidders, (meeting the eligibility criteria as stipulated above) will be opened, under intimation to these bidders, and bids will be evaluated as detailed below.

6.0 Evaluation of Bids

- 6.1** The Purchaser will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. The Purchaser may waive any minor informality, non-conformity, or irregularity in a bid, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any Bidder.
- 6.2** Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Bid Security/ Performance Security, Warranty, Force Majeure, Applicable law and Taxes & Duties will be deemed to be a material deviation.
- 6.3** The contract will be awarded to the lowest evaluated bidder who shall secure maximum total score as per Annexure A for consolidation, forwarding, clearing, transportation /delivery to CSIR-NPL stores of all consignments subject to fulfillment of terms & conditions of this document. **This evaluation will be made as per Annexure A of this Document.**

7.0 CONTRACTUAL OBLIGATIONS:

The following obligations must be fulfilled by the firm :-

- 7.1** The following obligations are within the scope of services to be provided by the successful contractor:-
- (i)** Import can be required from any country and export can be made to any country. Therefore the IATA rates and discounts shall be applicable in all the cases undertaken by the contractor.
 - (ii)** The contractor will be responsible for the safety of the cargo in all circumstances and handling complete and proper paper whether it may be for import or export of consignment. In the events of non availability of invoice or other relevant paper, if consignments incur demurrage or penalty, the bidder shall be solely responsible.
 - (iii)** Pre-shipment advises must be intimated well in advance (48 hours prior to shipment). Fortnightly statement during the next week through fax / e-mail should be submitted invariably to CSIR-NPL. The consignments should be shipped in the first available console of the airline to Delhi airport.
 - (iv)** The contractor will pay all the charges of import, including customs duty up to **Rupees 10.00 (Ten) lakhs** per consignment (shipment), airfreight/sea-freight charges, clearing charges and transportation charges etc. The bills containing amount of custom duty below Rs. 2.00 lakh shall be reimbursed to the contractor after receipt of the consignment in CSIR-NPL stores and the receipt of pre-receipted bill in duplicate addressed to Director CSIR-NPL along with the relevant documents as a proof for which payment is charged .e.g. TR-6 challan/Electronic receipt. However, any custom duty paid between Rs. 2.00 lakh-10.00 lakh shall be reimbursed immediately, but not later than 7 working days, by NPL on production of TR-6 challan/Electronic receipt and other details. For payment of customduty beyond Rs. 10.00 lakh, the contractor shall immediately contact the NPL Purchase department giving proper estimate/Invoice against which NPL shall make immediate payment for clearance of the consignment.

- (v) The payment of airfreight, customs duty and transportation charges will not be made if the consignments are in damaged condition both externally or internally. However, the payment will be released after the amount is recouped from the insurance company. CSIR-NPL will not bear/pay any demurrage charge on account of any delay in clearance attributable to clearing agent or their freight forwarder.
- (vi) In case a perishable consignment is damaged due to insufficient dry ice during clearance, bidder shall be held responsible for the complete loss.
- (vii) Recoupment of any kind of loss or damage to the consignment from foreign airport to our warehouse in case of import consignments and from NPL's warehouse to consignee's warehouse in case of export consignments will be the contractor's responsibility. However, necessary documents on this account (to be prepared by contractor) will be signed by NPL in the capacity of consignee/importer.
- (viii) The weight for the purpose of clearance from airport will be the "**chargeable weight**" of the consignment.
- (ix) The bidder shall be required to examine carefully all packages marked for customs examination of each consignments arrived at the airport with respective invoices/packing list etc. Any damage or loss of goods should be brought to the notice of CSIR-NPL immediately. In case any short landing cargo is noticed the agent shall be required to file 'not traceable' or 'not found' notice with the airport authorities and obtain not traceable certificate and also lodge formal claim on airport authority/concerned airlines with all necessary documents under intimation to CSIR-NPL, (UP)
- (x) **Performance Bank Guarantee (PBG):** The successful bidder will have to submit a performance bank guarantee for **Rs. 5,00,000.00 (rupees five lakh only)** as per the format at Annexure _ from a nationalized bank as security, which should be valid at least for **38 months** (three years of contract + two months) from the date of contract. The bank guarantee will be refunded / returned after completion of 38 months subject to fulfillment of contracted obligation & no dues to CSIR-NPL from the service provider. No interest would be paid on bank guarantee. Director, CSIR-NPL will have the discretion to invoke full or partial payment from the bank against this PBG for any breach of contract.
- (xi) **Fidelity Bond:** The successful bidder shall handle sophisticated and valuable consignment, hence the successful bidder shall have to furnish a fidelity guarantee bond for an amount of **Rs.20.00 lakh (Rupees twenty lakh only)** in favor of director, CSIR-NPL, to safeguard the interest of CSIR-NPL in the event of any loss to CSIR-NPL due to any act of omission and commission by the successful bidder. The format of the Fidelity bond shall be provided by CSIR-NPL to the successful bidder after the award.
- (xii) **Ex-works shipments:** In case the foreign supplier agrees to supply the goods on ex-work basis only, the consignments shall be lifted by the contractor from the foreign suppliers' warehouse for onward shipment to CSIR-NPL stores. The FOB charges i.e. the inland handling/forwarding charges up to nearest gateway airport in the supplier country shall be paid by CSIR-NPL at actual against INCOTERM head but the agent must obtain prior approval of the charges from CSIR-NPL in writing/mail.
- (xiii) Bank Release Order (BRO) for consignments against irrevocable letter of credit will be delivered only after its receipt from the bank. Custom clearance should be initiated without waiting for bank release order.
- (xiv) Even in the case of any dispute, the consignments shall be cleared by the agent and handed over to CSIR-NPL pending the settlement thereof.
- (xv) The successful bidder must furnish names and address of all associates located in different countries along with their telephone, telex, fax and e-mail numbers of the contact persons
- (xvi) The contractor must intimate CSIR-NPL well in advance (48 hour pre-alert advices), before the date of arrival of the consignments at IGI New Delhi airport with the house airway bill (HAWB) and master airway bill (MAWB) numbers and collect all documents required for clearance from CSIR-NPL. **The bidder shall be required to clear the consignments within the free clearance period** and shall be held responsible for any delay in customs clearance, not completed within the free period. The demurrage charges due to bidder negligence will be recovered from them. Similarly the bidder shall have to make good to

CSIR-NPL any loss incurred due to negligence or failure on their part to take prompt action in finalization of B/E and clearance of consignment.

- (xvii) The contractor may be required to carry out or arrange to carry out the inspection of the ordered material at the country/port of shipment or suppliers premises on behalf of CSIR-NPL, if required in certain cases.
- (xiii) The service provider will ensure that correct nomenclature and the HS classification as per extant ITC/customs notification is mentioned in the bill of entry. The correct product code (HS) may be verified and duty free items as per customs tariff act should be cleared without duty. CSIR/CSIR-NPL is eligible for concessional customs duty (vide customs notification No. 51/96).
- (xiv) The successful contractor shall, after completion of the contract, will submit **the latest country-wise freight-charge chart based on the latest IATA TACT book and shall update the same as soon the TACT rates are revised.**

7.2 Efficiency and performance: Service provider will be judged by CSIR-NPL on following aspects:

- (a) Custom clearance without demurrage charges and safe delivery to CSIR-NPL stores.
- (b) Coordinating with customs, carrier and obtaining cargo arrival notice within 48 hrs landing at New Delhi airport and forwarding the same to CSIR-NPL.
- (c) After collection of documents from CSIR-NPL performing customs clearance of the consignment within free period and delivery to CSIR-NPL stores within 7 days of arrival at the international airport.

8.0 GENERAL TERMS AND CONDITIONS:

- 8.1 Definitions:** In this Contract, the following terms shall be interpreted as indicated:
- (i) “Services” means consolidation of consignments of import/ export shipments through air, sea, courier and foreign post office and customs clearance covered under the Contract;
 - (ii) “GCC” mean the General Conditions of Contract contained in this section.
 - (iii) “The Purchaser” shall mean the The Director, on behalf of National Physical Laboratory, Dr. K. S. Krishnan Road, New Delhi.
 - (iv) “The Contractor” means the individual or firm performing the above “Services” under this Contract.
 - (v) “Day” means calendar day.
 - (vi) “INCOTERMS 2014” shall mean International Commercial Terms as published by ICC from time to time, the latest being the one published in 2014AD. All commercial terms such as Ex-works/FOB/FCA/CIF/CIP, etc. shall be governed by INCOTERMS 2014 publication of the ICC.
- 8.2 Application:** These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.
- 8.3 Submission of the bids:** All bids complete in every respect must reach this office within the last date and time of receipt of bid. No extension shall be allowed for any reason what so ever. Late tenders, Tenders received without Bid security/Earnest Money, cost of bidding documents, if applicable etc. shall be rejected summarily.
- 8.4 Performance Security:** Within 21 days of receipt of the notification of contract award/purchase order, the Contractor shall furnish performance security for the amount specified in para 7.1 (x) of the contract. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract. The Performance Security shall be submitted in one of the following forms: (a) Indian manufacturers/suppliers or Authorized Indian Agents of the Foreign Principals can submit the performance security on behalf of their foreign principals in the form of Bank Guarantee issued by a Nationalized/Scheduled bank located in India on the format provided in the bidding documents. (b) Foreign Principals can also submit performance security directly in the form of Standby Letter of Credit which must be advised and confirmed by any bank in India located in New Delhi (c) The performance security/Standby LC will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier’s performance obligations, including any warranty obligations, unless specified otherwise in the contract. (d) In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security/SLC, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.
- 8.5 Transportation:** Where the contractor is required under the Contract to transport the Goods to a specified place of destination within India defined as Stores, transport to such place of destination in India, shall be arranged by the Supplier and payment shall be released as per actual subject to submission of original voucher.
- 8.6 Payment:** The contractor’s request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Services performed, and by documents, submitted and upon fulfillment of other obligations stipulated in the contract. Payments shall be made promptly to the contractor normally within thirty (30) days after submission of the invoice or claim by the contractor. Payment shall be made in to the supplier in Indian currency (INR).
- 8.7 Prices:** Prices charged by the contractor for Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.
- 8.8 Contract Amendments:** No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 8.9 Assignment:** The contractor shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser’s prior written consent.

- 8.10 Penalty:** Director, CSIR-NPL reserves the right to deduct penalty @ 0.5% per week of FCA /FOB price subject to maximum of 2%, for delay in consolidation and airfreight / sea shipment of CSIR-NPL shipment and delivery to stores, CSIR-NPL. The period for this purpose will be calculated after 30 days, from the date of intimation by supplier about the readiness of the consignment for shipment.
- 8.11 Force Majeure:** The contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, “Force Majeure” means an event beyond the control of the contractor and not involving the contractor’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 8.11 Termination for Insolvency:** The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.
- 8.13 Resolution of Disputes:** The Purchaser and the contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the contractor have been unable to resolve amicably the dispute, the dispute shall be referred to the Director General, Council of Scientific & Industrial Research and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order. Such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings.
- 8.14** The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.
- 8.15 Applicable Law:** The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction.
- 8.16 Notices:** Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX or e mail and confirmed in writing to the other party’s address specified in the clause 4.2 of this document. A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

Schedule of Rates: Groups and weightages

Charges which are normally claimed and rates which are sought to be quoted by the C&F agent are classified in three groups (A, B & C) for the purpose of comparison among different bidders. Each bidder depending upon his quoted rates will be given marks from 0-100 from each group. Finally different weightages will be given to the marks obtained in each group to calculate the total score of each bidder.

<u>Group</u>	<u>Weightage</u>	
Group A (Discount on freight as per IATA rate)		60
Group B (Discount on Custom clearance and agency commission charges)		15
Group C (Discount on Inland Transportation and Delivery charges to CSIR-NPL)		15
Group D (Discount on Insurance charges)		10
	Total	100

Formula for calculating Marks/score:

Following formula will be used to arrive at score of a bidder in individual Group (A, B or C):
The bidder with the highest discount in a group will be given 100 marks while the lowest will be given 0. The rest of the bidders will be given marks in between as per the following formula:

$$\frac{\text{Bidders' quote} - \text{Lowest quote}}{\text{Highest quote} - \text{Lowest quote}} \times 100$$

e.g. if three bidders b_1 , b_2 and b_3 have quoted 20%, 40% and 60% discounts respectively for Group A, then the marks obtained by b_3 shall be 100 while marks of b_1 shall be 0 and the marks obtained by b_2 for Group A shall be calculated as follow:

$$\frac{40-20}{60-20} \times 100 = 50$$

This way, score of the bidder (b_2) shall be calculated for Group B and C also to arrive at his final score as per the following formula:

$$\text{Total score of a bidder} = \frac{60(A) + 15(B) + 15(C) + 10(D)}{100}$$

Where A, B and C are marks obtained in respective three groups by the bidder (b_2).

Bidder with maximum total score as per Annexure B (price schedule) and the above formula shall be selected as the lowest evaluated bidder. Conditional bid will be rejected.

Bidders are advised to carefully read the scope of work and the terms & conditions before submitting technical bid & price bid.

PRICE SCHEDULE FORMAT

NAME OF THE BIDDER:.....

Sr. No.	Group	Discount offered
1.	<u>GROUP A</u> Discount offered on standard IATA Freight rates (a single flat discount for all categories to be offered irrespective of weight slabs.) (Please see Para 5.2 before filling up this discount)	_____ % (Mention numerical value from 0-100)
2.	<u>GROUP 'B'</u> Custom clearance and agency commission charges Rs. 2,000.00 (Rupees Two Thousand) fixed by CSIR-NPL (Please see Para 5.3 before filling up this discount)	_____ % (Mention numerical value from 0-100)
3.	<u>Group 'C'</u> Transportation charges from IGI, New Delhi airport / Mumbai sea port to the CSIR-NPL stores, (up) and Delivery charges: <u>Weight slabsFixed charge</u> 0-200 Kg (Light Commercial vehicle) Rs. 1000.00 200 to 1000Kg (Medium Commercial vehicle) Rs. 2000.00 1000 Kgsand above(full Truck) Rs. 3000.00 (Please see Para 5.4 before filling up this discount)	} _____ % (one single discount)
	<u>Group 'D'</u> Insurance charges @0.40% of C&F value of the consignment/PO (See Para 5.5 before filling up this discount)	_____ % of discount on the value fixed by NPL.

Signature

Name of the bidder :
Rubber seal of the bidder

Date :

Undertaking to be submitted by the bidder

1. We agree that the consignments after clearance from airport will directly be delivered to the premises of CSIR-NPL stores within 7 days of clearance. In case of perishable item, it will be delivered within minimum time necessary with temperature control arrangements.
2. We agree to pay the customs duty for all consignments upto Rs. 5.00 lakh at the time of clearance from airport. We shall submit bill along with the paid challan for reimbursement of customs duty paid.
3. We agree that we shall not claim any demurrage charge, if paid by us at the time of clearance, for the shipments arranged by us.
4. We agree that the house airway bill number and date and master airway bill number and date will be intimated to the importer at least two days prior to, arrival at the New Delhi airport for the purpose of insurance coverage of the consignment.
5. We agree that we shall collect necessary documents required for clearing of consignments by deputing our representative to CSIR-NPL, as and when required.
6. We agree that we shall submit the original house airway bill, copy of master airway bill customs signed invoice, bill of entry both importer copy and exchange control copy, along with the clearing charge bills.
7. We shall prepare the airfreight bill and transport/delivery charges bills strictly in accordance with the approved rates. Under no circumstances airfreight rates charged by us, shall exceed those specified in the latest issue of IATA TACT book. We further agree to provide a copy of the IATA TACT Rate list to CSIR-NPL at every renewal of the same.
8. We agree to accept the RBI exchange rate/SBI TT selling rate/Customs notified exchange rate as given on B/E on the date of arrival at India for the purpose of calculation of airfreight charges.
9. In case the cargo is received in shortage/damaged condition/short landing cargo, no payment shall be made to the CHA till CSIR-NPL receives the insurance claim. In such cases we shall file shortage/damage/not found/not traceable notice with airport authorities and obtain necessary certificate from the airline and lodge necessary claim with the concerned authorities under intimation to CSIR-NPL. During inland transportation any loss/damage shall be the sole responsibility of ours. In that case we have to provide loss/damage certificate immediately.
10. As we shall handle sophisticated and valuable consignments, we shall furnish a fidelity bond of Rs.20.00 lakhs in favour of Director, CSIR-NPL valid till contract period as per the format prescribed to safeguard the interest of CSIR-NPL in the event of any loss to CSIR-NPL due to any act of omission and commission by us. Director, CSIR-NPL will have the discretion to order for the forfeiture of the deposit against any breach of contract.
11. In case the cargo is received in shortage/damaged condition/short landing cargo, no payment shall be released to us till CSIR-NPL receives the insurance claim. In all such cases, we are required to file "shortage" or "damage" or "not found" or "not traceable" notice with airport authorities and obtain necessary certificate from the airline and lodge necessary claim with the concerned authorities under intimation to CSIR-NPL.
12. **We hereby declare and undertake that our firm has not been blacklisted/suspended for doing business with CSIR/any Govt/PSU/Autonomous body for performing the same type of services in the past or at present.**
13. We unconditionally accept all the terms and conditions as provided in this document.

Signature

Name of the bidder:
Rubber seal of the bidder

Date :

Check List for Technical and Price-Bid

S. No.	Check-points	Yes/ No
1.	Whether the rates have been quoted as per the formats enclosed with our tender document?	
2.	Whether the attested copies of valid custom house license (CHA) in the name of quoting firm applicable in Delhi/Mumbai port enclosed in your quotation?	
3.	Whether the copy of valid IATA accreditation or FIATA membership certificate has been submitted?	
4.	Whether copy of ISO 9001 (2000) quality system certification enclosed?	
5.	Whether copy of registration in custom houses at N.Delhi and Mumbai are enclosed?	
6.	Whether the list of name and complete addresses of the freight forwarders/associates with details of Tel/Fax/E-mail enclosed?	
7.	Whether details of 2 similar contracts for freight forwarding and custom clearance work in the preceding three years (2013/2014/2015) as per para 3.5 enclosed?	
8.	Whether the EMD of Rs. 1,00,000/= in the required format enclosed?	
9.	Whether Address and contact details of local office or authorized person of bidder stationed at enclosed?	

Signature

Name of the bidder:
Rubber seal of the bidder

Date

:

**MODEL BANK GUARANTEE FORMAT FOR FURNISHING BID SECURITY
(EMD)**

Whereas(hereinafter called the "bidder")
has submitted their offer dated.....for the service of(hereinafter called the "bid") against the purchaser's tender enquiry No.KNOW
ALL MEN by these presents that WEof having our registered office at are bound unto(hereinafter called the "Purchaser")
in the sum offor which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)
.....
.....

Name and designation of the officer
.....

Seal, name & address of the Bank and address of the Branch

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To
The Director
(K/A: Stores & Purchase Officer),
National Physical Laboratory,
Dr. K.S. Krishnan Marg,
New Delhi-110012.

WHEREAS(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no. CSIR-NPL/PUR/12-13/(CHA) dated 10.10.2012 to supply (description of goods and services) (herein after called "the contract"). AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank).....

Name and designation of the officer.....

Seal, name & address of the Bank and address of the Branch
