

## TENDER DOCUMENT FOR ENGAGEMENT OF

FREIGHT FORWARDER-CUM-CLEARING AGENT

TENDER No. II: 2017 – 2018/PUR 13 (PZ) 10/CHA/17 – 18/PUR.

> STORES & PURCHASE OFFICER, CSIR – NEIST, JORHAT – 785 006, ASSAM: INDIA

## सीएसआईआर- उत्तरपूर्वविज्ञानएवंप्रौद्योगिकीसंस्थान

#### CSIR - NORTH-EAST INSTITUTE OF SCIENCE AND TECHNOLOGY

(Council of Scientific & Industrial Research)

जोरहाट: JORHAT: असम: ASSAM





Tele: 0376 – 2372710. Fax: 0376 – 2372921 E-mail: <u>spo@neist.res.in</u> / <u>spopur@gmail.com</u>

## NOTICE INVITING TENDER No. II 2017 - 18/PUR, DATED: 05.09.2017.

Director, CSIR – NEIST invites sealed Tenders under **TWO – BID** for ENGAGEMENT OF FREIGHT FORWARDER – CUM – CLEAING AGENT.

SI. No.	Enquiry Number.	DESCRIPTION OF ITEM	Earnest Money Deposit	
1	13 (PZ) 10/CHA/17 – 18/PUR	Engagement of Freight Forwarder-cum-Clearing Agent	₹ 50,000.00	
		d Time for Submission of Bids:		
	Date and Time of	Opening of (Technical) Bids:	27.09.2017 at 03:30 P.M.	

Tender documents can be downloaded free of cost from <a href="http://www.neist.res.in">http://www.neist.res.in</a> as per schedule given. If the vendor desires to have a hard copy the vendor must send a demand draft / banker's cheque for ₹ 300/- in favor of Director, CSIR – NEIST payable at JORHAT. Tender documents will be sent by post. CSIR – NEIST, JORHAT will not be responsible for postal delay / loss in transit.

The requisite amount of EMD / Bid Security should be submitted along with technical bid otherwise it will be summarily rejected.

Director, CSIR – NEIST reserves the right to accept or reject any offer without assigning any reasons.

Stores & Purchase Officer

## **TERMS AND CONDITIONS**

#### A. INSTRUCTIONS TO BIDDERS:

 Submission of Tenders: Sealed tenders must be submitted in an envelope duly super scribe with "Quotation for engagement of Freight Forwardercum-Clearing Agent and Date of Opening" addressed to DIRECTOR, CSIR — NEIST, JORHAT – 785 006, ASSAM, India and put in the Tender Box kept at CSIR — NEIST, Jorhat (Main Cafe) on or before 27.09.2017 up to 03.00 PM positively. Request for extension of submission date of tenders will not be considered.

## 2. Quotation/Offer:

- i. Formats for quoting by the bidders are attached. Rates and Details must be quoted in the "Tender Format-I and Tender Format-2" and in the manner prescribed otherwise quotation will be summarily rejected by CSIR NEIST.
- ii. Conditional tenders shall not be accepted and printed terms & conditions of the bidders shall not bind on CSIR NEIST.
- 3. Opening of Tenders: Tenders received will be opened at 3.30 P.M. on 27.09.2017 in the presence of the authorized representatives, if any, of quoting firm (one member only) at this Office. Tenders will also be opened on due date and time in case of non-presence of any firm's representative. In case Govt. / CSIR NEIST will announce holiday on due date for submission and opening of quotation, then it will be opened on next working day on the same time.
- 4. Earnest Money Deposit/ Bid Security: Tenderers shall have to deposit EMD of ₹ 50,000/- in the form of Crossed Demand Draft / B.C only in favor of Director, CSIR — NEIST, Jorhat payable at Jorhat along with their tenders. Tenders received without earnest money will not be entertained / considered at all and rejected summarily. No interest would be paid on the Earnest Money deposit.
- 5. As the tender is for a service provider, no exemption to firms registered under NSIC and / or DGS&D shall be applicable.
- 6. Forfeiture of EMD: The earnest money deposited (EMD) will be forfeited if the vendor withdraws or amends, impairs and derogates from the tender in any respect within the period of validity of tender or fails to furnish the Performance Security Deposit.

## 7. Refund of EMD:

- i. EMD will be refunded to the unsuccessful tenderer within thirty days from the date of issue of award letter order to the successful tenderer and no interest would be paid thereon.
- ii. EMD will be refunded to the successful tenderer within thirty days from the date of submission of the Performance Security and no interest would be paid thereon.

- 8. Performance Security (PS) Deposit: The SUCCESSFUL tenderer will have to furnish an unconditional Performance security deposit of ₹ 1,00,000/- in the form of Bank Guarantee (B.G) / Demand Draft (D.D) in favor of the DIRECTOR, CSIR NEIST, Jorhat from Scheduled / Nationalized bank in India after placement of order. It should be valid for 2 (Two) years plus 2 (two) months. No interest would be paid on the Performance Security Deposit. In case the successful bidder fails to provide satisfactory services during contract period or discontinue or found at fault, the performance security deposit shall be forfeited without assigning any reasons. The SUCCESSFUL bidder shall have no right to claim for refund of performance security deposit.
- 9. Fidelity Bond: Since the SUCCESSFUL firm will be entrusted with the responsibility of handling of valuable consignments on behalf of CSIR NEIST, the SUCCESSFUL bidder will have to furnish a Fidelity Bond of at least ₹ 10, 00, 00.00 (RUPEES TEN LAKH ONLY) on a ₹ 100.00 Stamp Paper to safeguard the interests of CSIR NEIST in the event of any loss to the CSIR NEIST due to any act of omission or commission by the firm. The consolidator shall be responsible for the safety of cargo in all circumstances.
- 10. Validity of Offer: Offer should be valid for a period of one hundred eighty days (180) days from the date of opening of the tender.
- 11. Contract Period: The contract will be for 2 (Two) years. However, it will be awarded initially for a period of 1 (One) year only and will be extended for another 1 (one) year on the same rates, terms & conditions on the basis of performance.
- 12. Termination of the Contract: The contract so awarded can be terminated by the DIRECTOR, CSIR NEIST, Jorhat at any time by giving one month notices without conveying any reasons.
- 13. Your tender should contain the following documents:
  - i. IATA license and certificate of FIATA membership
  - ii. Certificate of Registration of the firm
  - iii. Valid Custom House Agent Registration Certificate
  - iv. Award letters issued by some of other organizations of reputed for the above jobs
  - v. List of some customers along with the details of contact person, telephone number, fax number, complete correct address of the organization etc.
  - vi. List of Console Associates situated in foreign countries with complete address, Telephone No., Fax No. E-mail address, contact persons
  - vii. GST registration certificate. (The photocopies of the above documents should be legible and duly attested)
  - viii. Prevailing IATA Rates
  - ix. EMD of ₹ 50,000/- in the form of Crossed Demand Draft / B.C. only in favor of DIRECTOR, CSIR NEIST, Jorhat

- x. Please enclose a terms & conditions compliance statement on a separate sheet showing acceptance or deviation with the terms desired by us.
- 14. The DIRECTOR, CSIR NEIST reserves the right to accept or reject any or all the tenders received without assigning any reason.
- 15. CSIR NEIST reserves the right to enter parallel contract with any other freight forwarder cum-clearing agent during the contract period.
- 16. All disputes arising out of this contract shall be referred to the sole arbitration of the Director General of Council of Scientific & Industrial Research (CSIR) and Secretary, Department of Scientific & Industrial Research (DSIR) Govt. of India or his nominee, who is overall controlling authority of this laboratory as per the provisions of Indian Arbitration and Reconciliation Act 1996 and his award shall be final and binding on the parties to the dispute. The venue of arbitration shall be NEW DELHI (INDIA) or Jorhat, Assam. All disputes to be settled under jurisdiction of Jorhat/ Guwahati only.
  - **B. QUALIFYING CRITERIA FOR BIDDERS:** The bidder should fulfil the following eligibility / qualifying criteria and provide attested copies of the following documents along with their offer/ quotation:
  - 1. The quoting firm or its principals should have valid IATA membership.
  - 2. CHA License applicable in Kolkata must be in the name of the quoting firm only.
  - 3. Firm should also be registered with the Indian Customs as console Agent.
  - 4. CHA must be registered in Custom House Kolkata
  - 5. It should also have FIATA membership. ACCAI membership is desirable
  - 6. The Bidder should have facility for custom clearance at Kolkata, both for sea and air cargo
  - 7. The Bidder should have at least **3 (THREE)** similar freight forwarding and custom clearance contract of duration of minimum one year each during the last three years in any CSIR Labs./ Inst. or Govt. Department / PSUs. Documentary evidence/certificate about the contract with those organizations may also be enclosed with their complete mailing addresses and telephone numbers.
  - 8. The bidder must have facility / arrangement for storing the consignment at KOLKATA, which could not be transported to CSIR NEIST, as soon as the custom clearance is made. In case the item has to be kept in cold storage, such facility should be provided / arranged.
  - 9. The agency should have network of cargo forwarding/consolidating agents in at least 20-25 countries viz. USA, UK, Germany, Japan, France, Switzerland, Hong Kong, Canada, Norway, Sweden, Austria, Ireland, Singapore, Denmark, Italy, The Netherlands (Holland), etc. Rates for forwarding /consolidation should be specified with reference to the Air India / IATA rates from respective countries of import. Where Air-India Flights are not available then IATA rates of the national airline of that country would be specified/ considered. Consignment will be required to be shipped in the

available console of any airline. Under no circumstances should these rates exceed those specified in latest issue of the IATA Tact Book.

- C. SCOPE OF WORK: Following jobs shall fall under the scope of the custom clearance cum-forwarding contract
- 1. Custom clearance of imported consignments from IAAI / Sea Port at Kolkata
  - i. to provide door to door delivery service of import consignments on demurrage-free clearance basis to CSIR NEIST:
  - ii. Collecting of documents from CSIR NEIST and Banker of CSIR NEIST
  - iii. Custom clearance of the consignment including all stages of the process.
  - iv. Immediate dispatch / delivery of consignment at CSIR NEIST, Jorhat after custom clearance.
  - v. Follow —up of cases of recovery of any excess duty paid to customs.
  - vi. To make prompt issue of Cargo Arrival Notice (CAN) / Delivery Order and collect Delivery Order from other freight forwarder, whenever required.
  - vii. To file and process Bills of Entry as per the current prevailing guidelines / instructions of custom authorities. (The BOEs are filed either electronically or manually in whichever method lesser custom duty is levied).
  - viii. To check and ensure invariably that the product code / harmonization system code mentioned in the PO / invoice falls under customable or custom free category.
- 2. Consolidation of the consignments being imported from all over the world
  - i. Complete monitoring and supervision of the movement of consignment from the date of order / L.C. and regular feedback on the progress of order to CSIR NEIST in case the same is not received 3-4 days before the date of landing of consignment, the delay in clearance will be on the part of the agent and the respective amount of demurrage will be recovered from the bill.
  - ii. To provide timely information (pre-alert), regarding dispatches and other relevant information to CSIR NEIST.
  - iii. To facilitate specialized packing for all kinds of materials as per IATA specifications and International packing standards.
  - iv. Transportation of special project materials which may be voluminous, heavy, sensitive, hazardous / radioactive and perishable in nature.
  - v. Extensive communication through telephone, tele-fax, e-mail etc.
  - vi. Shipment should be made preferably through air.
  - vii. Any other service needed regarding consolidation from time to time.
- 3. Export of items / equipment for repairs or replacement
  - i. Export of certain items for repairs, which will be re-imported after repairs

- ii. Export of equipment for replacement, up-gradation, calibration, etc.
- iii. All procedural formalities with customs will be required to be done by the agency.

## 4. Inspection of incoming cargo

- i. All consignments received from a supplier must be inspected to ensure that there is no sign of damage outwardly in packages
- ii. Item descriptions, quantities and model numbers match the Purchase Orders
- iii. Certificate of Origin, wherever applicable is provided by the supplier.
- iv. All irregularities may be reported to both the SUPPLIER and CSIR NEIST immediately.
- v. Obtaining Non-delivery certificate / short landing certificate in case the materials are short delivered by IAAI or airlines and lodging of claims with them immediately on behalf of CSIR NEIST.
- vi. Arranging insurance survey at airport / IAAI / seaport Kolkata in case of damages / shortage to the consignment or partial delivery certificate and for transit insurance.
- vii. Any other job in connection with the clearance of goods from customs office, Kolkata

#### D. CONTRACTUAL OBLIGATIONS:

1.

- a) Clearing and forwarding job involves clearance and delivery of equipment and spares from Kolkata airport / seaport and timely taking over and dispatch of Ex-works / FOB / FCA / CIF / CIP consignments from the country of origin.
- b) After Custom Clearance safe delivery at CSIR NEIST, Jorhat / CSIR NEIST Branch at Lamphel, Imphal (Manipur) or Naharlagun, Itanagar (Arunachal Pradesh) or Project Site will be the sole responsibility of the agent. This includes the Customs Clearance of the consignments, either under the agent's consolidation or under other consolidation or by independent flight of any Air lines or Sea Company, from customs at Airport / Seaport, Kolkata.
- c) The perishable consignment will have to be got cleared from Customs immediately from the date of arrival of the consignment and send it to destination immediately by flight.
- d) The agent shall be responsible for the safe custody of cargo in all circumstances until it is delivered to the final destination as mention in the Purchase Order (P.O).
- 2. The agent must have its own arrangement for warehousing, Insurance, Pickup and delivery by road within India. The agent will also provide free warehousing facility, if required and it must have cold storage facility to facilitate minor transit delay for stores of any perishable cargo.

3.

- a) CSIR NEIST purchase orders can be placed on Ex-Work / FOB / FCA / CIP / CIF on case basis by CSIR NEIST.
- b) If orders are placed with foreign suppliers on FOB / FCA basis, the agent console Air freight rates must be based on FOB / FCA shipments i.e. from

- shipping Airports in the exporting country to KOLKATA Airport. Accordingly inland handling, terminal charges, forwarder's fee, charges of loading to carrier in shipping country etc., in the exporting country shall not be payable.
- c) In case the foreign supplier supplies the goods only on ex-works basis, the consignment shall be lifted by the consolidation agency from the foreign supplier's end for onward shipment to CSIR NEIST, Jorhat (India). The inland handling/forwarding charges shall be paid.
- 4. Copy of all foreign purchase orders will be sent to the agent and the agent have to follow up with the foreign suppliers to ship the goods within delivery schedule irrespective of whether the order is placed on FOB or CIF or any of the INCO terms.

5.

- a) On receipt of consignment the firm has to submit a clear copy of MAWB, HAWB, CAN and commercial invoice for Bank Release Order. However, no consignment should be delayed for want of BRO.
- b) All the consignments arriving at Kolkata Airport/Seaport are to be cleared within demurrage free days and kept in the custody of C&F agent without waiting for Bank Release Order. Consignment may be dispatched to the destination after obtaining BRO by the agent from our banker at Kolkata if required.
- c) All documents required for clearance should be collected in person from CSIR — NEIST, Jorhat or should be asked well in advance, which will be sent through speed post / courier. However, CSIR – NEIST will not be held responsible for any postal delay. Therefore, the C&F agent may arrange for collection of the documents personally to avoid such situation. The objective of consolidation – cum-clearance contract is not to incur any demurrage charges. Hence, the bidder should agree that they will not allow any demurrage to incur in any circumstances.
- d) In the events of non-availability of invoice or other relevant papers if consignments incur demurrage or penalty, the agent shall be solely responsible.

6.

- a) Freight charges will be paid in India in Indian rupees as per our agreement / contract on the basis of original or duly certified HAWB / MAWB rates after receipt of consignment at CSIR — NEIST, in good condition and full quantity of packages after custom clearance.
- b) Payment of air freight charges shall be made on the basis of Bill of Entry / RBI / conversion website's exchange rates prevailing on the date of shipment.
- 7. Pre-shipment advises must be intimated well in advance..

8.

- a) All charges including Customs Duty and transportation etc, from Kolkata to Jorhat (or to any Place in India) shall have to be paid by the agent in the first instance and may be claimed afterwards.
- b) However in case of high value consignment only, the Customs Duty (more than Two Lakh) may be paid in advance by CSIR NEIST, Jorhat (minimum

15 days prior arrival of the consignment). If agreed the DD / cheque will be drawn in the name of Customs Deptt only. Any additional differential amount, if required has to be paid by the agent and under no circumstances this should be an excuse for delayed clearance of consignment resulting in payment of any demurrage. In case of excess payment of duty to IAAI / seaport authority refund shall be recovered from IAAI/ sea port authority by the agent himself.

9. The rates quoted should remain the same throughout the currency of the contract. However, if the rates are reduced by IATA, the benefit of the same may be passed on to CSIR — NEIST, Jorhat immediately.

10.

- a) In case the cargo is received in shortage / damaged condition/short landing cargo no payment shall be released to the agent till CSIR — NEIST, Jorhat receives the complete consignment / insurance claim. In all such cases the agent is required to file "Shortage" or "Damage" or "Not Found" or "Not Traceable" claim with the Airline / Steamer / Airport Authorities, obtain necessary certificate from the Airlines / Sea-liner.
- b) If any damages / pilferage / theft / shortage occurs during the transportation, loading and unloading under custody of the agent after taking delivery from IAAI / seaport authority, the agent will be responsible for the total losses and the same will be recovered from the agent. This will be as per IATA rules.
- c) In the event of damages / shortages / pilferage to the consignment open delivery will be taken by us. If the same is found during the course of customs clearance the same must be got recorded on the Bill of Entry. Copy of which will be provided to us by the agent.

11.

- a) Agent will not hold any consignment of CSIR NEIST, Jorhat due to any reason whatsoever whether contract is in force or not.
- b) In case of any delay or negligence in fulfilling the contract terms and conditions of any nature will attract a penalty charges @ 1% of the agency charges per day subjected to a maximum of 10%.

12.

- a) Insurance irrespective of any consignment is to be arranged by the agent.
- b) The agent should ensure that all the Ex-works / FOB / FCA consignments are booked duly insured from the point of handling of the consignment to CSIR — NEIST final destination.
- c) For purchase order (P.O) place on CIP/ CIF basis, the agent has to arrange transit insurance from Kolkata to Jorhat / Imphal / Naharlagun / project site, if the original insurance policy does not cover up to final destination.
- d) The copy of the Purchase Order shall be forwarded to the agent for the purpose of arranging the insurance cover and the insurance cover-note should be sent to us instantly for opening of L/C etc. at our end. The insurance cover is also required to be from the supplier's warehouse to final destination as mention in P.O.
- e) All statutory charges for arranging insurance will be reimbursed on submission of bill with valid receipts/vouchers for the same at actual.

- f) All works related to insurance claim will be done by the agent.
- 13. For the purpose of operation of this contract, only the holidays, as observed by the Air Port and Customs Authorities, shall be recognized as closed holidays for the Agent and other holidays declared by the Agent on their own shall not be recognized.

14.

- a) CSIR NEIST, Jorhat is exempted from payment of Customs Duty as per notification No.51 / 96-Customs dated 23rd July 1996 as amended from time to time. The agent has to ensure clearance of the consignments under the above notification.
- b) The agent shall be responsible for safe custody and proper use of import Duty Exemption Certificate provided to the agent by CSIR NEIST, Jorhat for clearance of consignments.
- 15. Service Tax shall be paid as applicable. However, Service Tax and TIN Number may be clearly mentioned in the quotation and bill also.

16.

- a) Though it will be our endeavor to make the payment at the earliest after the receipt of the pre-receipted bills with all the relevant papers BUT sometimes release of payment could also take time from the submission of the bill.
- b) Any claim must be supported by proper / valid receipt / voucher otherwise it may not be admitted for payment.
- c) This Institute shall not be held responsible for delay of payment of the agent due to some unforeseen reasons /circumstances and no interest for delay in payment shall be paid.
- 17. The Agent may please note that CSIR NEIST shall not make any payment of demurrage charges that are accrued due to any reason. CSIR NEIST may extend assistance for reimbursement of demurrage charges of CIF cases from the concerned Indian Agent of foreign supplier but there is no responsibility on the part of CSIR- NEIST for payment of such charges. The Agent should be well acquainted with the Customs Clearance formalities at Kolkata Airport / Seaport so that the items are cleared without delay. In case any demurrage charges (other than handling charges) for particular period of delay has been paid, the same will be recovered from the Agent. Similarly, the Agent shall have to make good to CSIR NEIST, Jorhat any loss incurred due to negligence or failure eon his part to take prompt action in finalization of Bes and clearance of consignments.

## E. PRICE-BID FORMAT & FILLING INSTRUCTIONS

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 2 to 4 which may please be understood clearly before submitting your bid. The Price bid is structured into 3 Groups: "Group A", "Group B" And "Group C" as per below.

2. Airfreight charges: In case of EX-WORKS / FOB / FCA consignments, the forwarders charge freight charges on the basis of IATA rates which are fixed by IATA TACT card. 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 and all shape / size of the consignments i.e general / voluminous / ODC / hazardous / perishable. The offer of the bidder will be evaluated on the basis of the percentage of discount quoted and not on individual rates.

#### Note:

- I. The bidder is supposed to absorb the relevant statutory charges on air freight such as Fuel surcharge and Security surcharge etc. into quoted discount as these surcharges shall not be paid extra. The bidder shall submit the current rates of these statutory levies like security surcharge and fuel surcharge. 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 CSIR NEIST.
  - On the merit of the case, CSIR NEIST shall pay these levies as per actual.
- II. The IATA 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 book. The bidder should furnish an undertaking to this effect on their letterhead. The consignments should be shipped in the first available console of the airline to KOLKATA airport.
- III. 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 NEIST in written about the charges involved and shall obtain prior approval of CSIR NEIST for the same.
- 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 NEIST in terms of INR. This component has been coded as "Group B" in the price bid format. The bidders are required to offer a fat discount in percentage (%) only on the charges fixed by CSIR NEIST. 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:

I. 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).

- II. The dry ice charges, in case of perishable shipment shall not be paid separately. Bidders have to quote their prices adjusting the same.
- III. Some of our shipments by air are on FCA gateway airport (INCOTERMS 2015) basis, therefore terminal charges, forwarder's fee; charges of loading to carrier in shipping country etc. will not be paid separately.
- IV. 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.
- V. If a bidder feels no discount is required in the charge fixed by CSIR NEIST the column should be filled as "0 %" (Zero) while those willing to entirely bear that charge for CSIR NEIST, should fill the discount as "100%". In no case the column should be left blank.
- 4. Inland Transportation and Delivery charges: The consignments, after clearance from the customs need to be transported from KOLKATA airport / seaport to CSIR NEIST. The contractor shall be required to perform this service. Depending upon weight CSIR NEIST 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 NEIST for transport and delivery to CSIR NEIST which should be inclusive of all charges for all modes of transportation.

#### Note:

- I. If a bidder feels no discount is required in the charge fixed by CSIR NEIST the column should be filled as "0 %" (Zero) while those willing to entirely bear this charge for CSIR NEIST, 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.
- II. CSIR NEIST has 2 Branch Laboratories, one in Lamphel, Imphal, Manipur and the other in Naharlagun, Itanagar, Arunachal Pradesh. The main campus in JORHAT, ASSAM receives almost 95% of the consignment. However, in some exceptional case, the item may be required to be delivered to these branches.
- III. The weight for the purpose of 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.
- 5. Please fill up schedule of rates and enclose in price bid as per Annexure A (group A,B and C) & 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%) and Group C (0-100%).

6. The rates must be quoted according to the given format only otherwise quotation will be rejected.

The price bids of the technically qualified bidders, (meeting the eligibility criteria as stipulated above para "B. QUALIFYING CRITERIA FOR BIDDERS" Sl.no. 1 to 9) will be opened, under intimation to these bidders, and bids will be evaluated as detailed below.

#### F. EVALUATION OF BID:

Two formats for quoting the rates with guidelines are attached. The rates must be quoted as per the enclosed formats in the bidder's letter head only.

- 1. The offer of the prospective bidders will be evaluated on the basis of the guidelines therein.
- 2. Offering of discounts in different parameters for different countries, sizes, shapes (voluminous and ODC, etc.) of consignment will not be considered and will lead to disqualification of the offer.
- 3. The bidder must have its own arrangements of warehousing, insurance, pickup and delivery by road within the country and also in the exporting country
- 4. Bid of Black listed parties in CSIR will not be considered at all. A declaration to this effect may be submitted by the bidders.

#### **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.

Group	<u>Wei</u>	<u>ightage</u>
Group A		60
(Discount on freight as per IATA rate) Group B		15
(Discount on Custom clearance and agency commission characteristics) (Discount on Custom clearance and agency characteristics) (Discount on Custom clearance and ag	rges)	25
(Discount on Inland Transportation and Delivery charges to CS	IR - NEIST	Γ)
	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:

$$\frac{\text{Bidder's Quote-Lowest Quote}}{\text{Highest Quote-Lowest Quote}} \times 100$$

e.g. if three bidders  $D_1$ ,  $D_2$  and  $D_3$  have quoted 10%, 30% and 50% discounts respectively for Group A, then the marks obtained by  $D_3$  shall be 100 while marks of  $D_1$  shall be 0 and the marks obtained by  $D_2$  for Group A shall be calculated as follow:

$$\frac{30 - 10}{50 - 10} \times 100 = 50$$

This way, score of the bidder  $(D_2)$  shall be calculated for Group B and C also to arrive at his final score as per the following formula:

Total score of a bidder = 
$$\frac{60(A) + 15(B) + 25(C)}{100}$$

Where A, B and C are marks obtained in respective three groups by the bidder  $(D_2)$ .

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.

# TENDER FORMAT 1 (PRICE SCHEDULE FORMAT)

## **ANNEXURE "B"**

SI. No	Items/ Job Description	Rate in %	
1	GROUP A  Discount offered on standard IATA rates (a single flat discount for all categories to be offered irrespective of weight slabs.)	scount offered on standard IATA rates (a single t discount for all categories to be offered%  (Mention numerical value from 0 -	
2	GROUP "B" Custom clearance and agency commission charges ₹. 3,000.00 (RUPEES THREE THOUSAND ONLY) fixed by CSIR – NEIST (Please see Para "E. PRICE-BID FORMAT & FILLING INSTRUCTIONS' before filling up this discount)	% (Mention numerical value from 0 – 100)	
3	Group "C"Transportation charges from KOLKATA airport sea port to the CSIR – NEIST (Jorhat, Imphoration process)Weight slabsFixed charge0-25 Kg₹ 4,000.0025 to 75Kg₹ 8,000.0075Kkg to 200 Kg₹ 12,000.00200 Kg and above₹ 20,000.00(Please see Para :E: PRICE-BID FORMAT & FILLINGINSTRUCTIONS" before filling up this discount)	al,% (one single discount)	

Signature of the Authorized Person: SEAL Name & Address: Phone & Fax No.:

## TENDER FORMAT – 2 (QUALIFYING CRITERIA)

SI. No	Criteria	Yes / No
1.	Holding valid license as Customs House Agent (CHA) at Kolkata Customs (copy enclosed at page)	
2.	Agreed for demurrage free Customs clearance for all consignments	
3.	Agreed for direct dispatch goods after Customs clearance to CSIR - NE-IST, Jorhat / CSIR - NE-IST Branch, Imphal & CSIR - NEIST Branch, Naharlagun / project site on door delivery basis by Air / Road	
4.	Agreed for payment of Customs Duty (up to 2 lakhs), Freight, other customs clearance charges etc. in respect of all consignments in advance on behalf of CSIR — NEIST and subsequent raising of bills for reimbursement / payment for CSIR — NE-IST, Jorhat.	
5.	Having valid consolidation agreement with Freight Forwarders in the countries mentioned in the Tender Document	
6.	Agreed for submitting Security Deposit of ₹ 1, 00,000/- for a period of 2 (Two) years plus sixty days in the form of Demand Draft / Banker's Cheque / Bank Guarantee (B.G)	
7.	Agreed for submitting Fidelity Bond of ₹ 10, 00,000/-	
8.	Agreed that warehouse/demurrage charges shall not be paid by CSIR — NEIST, Jorhat under any circumstances	
9.	Agreed not to hold any consignment of CSIR — NEIST, Jorhat due to any reason whatsoever whether contract is in force or not	
10.	Agreed for all the terms & conditions of CSIR — NEIST's Tender	

Signature of the Authorized Person:

SEAL

Name & Address:

Phone & Fax No.:

## N.B:

- 1) The rates must be quoted in the above formats on bidders printed letter head duly stamped and signed only
- 2) No other charges except those specified in the above formats will be paid from CSIR NE-IST, Jorhat
- 3) Any printed terms & conditions of the bidders shall not bind on CSIR NEIST.

## UNDERTAKING TO BE SUBMITTED BY THE BIDDER

- We agree that the consignments after clearance from airport / seaport will directly be delivered to the destination within 10 (Ten) 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 up to ₹. 2.00 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 KOLKATA airport / seaport for the purpose of insurance coverage of the consignment.
- 5. 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 along with the clearing charge bills.
- 6. 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 NEIST at every renewal of the same.
- 7. 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.
- 8. In case the cargo is received in shortage / damaged condition / short landing cargo, no payment shall be made to the CHA till CSIR NEIST 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 NEIST. During inland transportation any loss / damage shall be the sole responsibility of ours. In that case we have to provide loss / damage certificate immediately.
- 9. As we shall handle sophisticated and valuable consignments, we shall furnish a fidelity bond of ₹ 10.00 lakhs in favor of DIRECTOR, CSIR NEIST valid till contract period as per the format prescribed to safeguard the interest of CSIR NEIST in the event of any loss to CSIR NEIST due to any act of omission and commission by us. DIRECTOR, CSIR NEIST will have the discretion to order for the forfeiture of the deposit against any breach of contract.
- 10. In case the cargo is received in shortage / damaged condition / short landing cargo, no payment shall be released to us till CSIR NEIST 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 NEIST.
- 11. 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.
- 12. We unconditionally accept all the terms and conditions as provided in this document.

Signature
Name of the bidder:
Date:
Rubber seal of the bidder

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

Whereas "tenderer")has submitted their offer dated supply of	·····		for	
(herein after called the "tender") against the PurchKNOW ALL MEI	naser's ten	der end	quiry No.	
WE ofor registered office at				_
unto (herein after calle	ed the "Pu	ırchaser	in the sui	m of
payment will and truly to be made to the said Pur successors and assigns by these presents. Sealed said Bank this	chaser, th	e Bank	binds itse	lf, its

## 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 (CSIR/Lab) 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 the occurrence of one or both the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to 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 and address of the Bank and address of the Branch.

## PERFORMANCE SECURITY FORM

## MODEL BANK GUARANTEE FORMAT FOR PERFOMANCE SECURITY

TO, THE DIRECTOR, CSIR – NEIST, JORHAT – 785 006, ASSAM,
WHEREAS
<b>AND WHEREAS</b> it has been stipulated by you in the said contract that the supplie 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
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