

सी एस आई आर - प्रगत पदार्थ तथा प्रक्रम अनुसंधान संस्थान





COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH

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File No. PUR/FF/CA/2017-18 Date: 01.06.2018

TENDER DOCUMENT FOR INVITATION FOR E-BIDS

Last Date and time for submission of e-bid:18.06.2018 (upto 11.00 AM)

Date and time for opening of Technical e-bid:19.06.2018 (11.00 AM)

1. Director, CSIR-AMPRI, BHOPAL, INDIA, hereby invites **e-bids** from reputed Consolidation Freight Forwarders and Customs House Agents based in Delhi for shipment of Imported consignments under console from various countries for transportation upto Delhi, INDIA and Customs Clearance of the consignments at Delhi on its arrival and onwards transshipment to CSIR-AMPRI, BHOPAL.

S.N.	Tender No.	Description	Period	Type of	EMD
				Bid	(in Indian Rs.)
1	PUR/FF/CA/2017- 18	Contract for Freight Forwarding on Consolidation basis and Customs Clearance of Imported consignments from various countries upto CSIR- AMPRI, BHOPAL (India)	years	Two Bid (Technical & Price Bid)	25,000/-

- 2. Interested reputed Consolidation Freight Forwarders / CHA may download Tender document from the e-tender portal of Government of India, https://etenders.gov.in. A copy of the Tender Document is also available on CSIR-AMPRI website, www.ampri.res.in. The submission of e-Bids will be only through the e-Tender Portal https://etenders.gov.in. Bids will not be accepted in any other form.
- **2.** Address for submission of EMD / Bid Security and for obtaining further information: STORES & PURCHASE OFFICER,

CSIR-AMPRI,

Conc-Alvir Ki,

HOSHANGABAD ROAD,

NEAR HABIBGANJ NAKA, BHOPAL – 462026 (MP)

Tel: 2488809, 2457609, 2457615, Fax No.:0091-0755- 2488355/2488985

Email: spo@ampri.res.in

- 4. Prospective bidders should adhere to deadlines specified in Tender Details Screen corresponding to this Tender on e-Tender portal https://etenders.gov.in.
- 5. The Director, CSIR-AMPRI, BHOPAL reserves the right to accept or reject any or all tenders either in part or in full or to annul the tender process at any stage or to split the order without assigning any reasons there for.

Note: जिन्होंने पूर्व में बयाना राशि जमा की है उन्हें पुन: जमा करने की आवश्यकता नहीं है / Those who have already submitted the EMD they need not to submit it againg.

Stores & Purchase Officer for, Director, CSIR-AMPRI, Bhopal

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Section -I

Invitation for the E-Bids

Contract for Freight Forwarding of Imported consignments on Consolidation basis through Air, Sea and Courier and Customs Clearance at Delhi.

CSIR-AMPRI is a premier Research & Development Laboratory/Institute functioning under the aegis of Council of Scientific & Industrial Research, DSIR, Ministry of Science and Technology, Govt. of India. CSIR-AMPRI imports scientific equipments, instruments, spares, accessories, chemicals and other consumables etc. from all over the world for its own use for R&D activities. Generally the materials are imported from Austria, Australia, Belgium, Canada, Denmark, France, Germany, Hong Kong, Italy, Japan, Korea, Netherlands, Russia, Singapore, Sweden, U.K., USA, UAE & Taiwan and occasionally from other countries also.

CSIR-AMPRI is interested to appoint a consolidation freight forwarder and Customs House Agent for the handling both the jobs under one roof i.e. shipment of import of consignments under console & clearance of customs for import of consignments. Only the tenderer engaged both in Customs clearance and consolidation should submit their tenders.

On behalf of the Director, CSIR-AMPRI, Bhopal are invited E-bids from Delhi based reputed Consolidation and Customs House Agents who are dealing in both jobs under one roof, for awarding the contract for consolidation of imports of consignments of this Institute and customs clearance of consignments through Air, Sea and through Courier/Post. The jobs to be performed are given at Annexure 'A' and Terms & Conditions of the contract to be awarded are given at Annexure 'B'.

Documents to be submitted along with quotation in pdf format

The quotation must be submitted on firm's letter head in PDF format in accordance with the proformas enclosed with the tender documents along with the following documents. Rates must be clearly shown in the quotation. Rates in vague terms like "As applicable or At Actual" should be avoided, otherwise such quotation shall be rejected.

I: Technical bid should contain following documents. (PDF format)

- 1. Certificate of Registration of the firm/Agency
- 2. GST Registration Certificate/ PAN No. Copy
- 3. Valid Custom House Agent Registration Certificate at Delhi, Airport
- 4. Valid IATA or FIATA Registration or Airline/Console Operation Registration with minimum ten years experience of customs clearance at Delhi, Airport and same should be renewed in time.
- 5. Eligibility Criteria duly completed and signed
- 6. Check List duly filled in and signed
- 7. Photocopies of the award letters issued by other organizations (Central govt./state govt/central autonomous body/ PSU's / private) should be enclosed.
- 8. List of Customers along with the details of contact person, telephone number, fax number, complete correct address of the organization etc.
- 9. List of Console Associates situated in foreign countries with complete address, Telephone No., Fax No. E-mail address, contact persons

10. Bidders should submit an EMD of Rs.25,000/- by Demand draft /Bankers Cheque drawn in favor of the "Director, CSIR-AMPRI, BHOPAL", except Micro and Small Enterprises(MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises(MSME) or are registered with the Central Purchase Organization

II: Price Bid should contain following documents. (PDF format)

- 1. Copy of Freight Rates, mentioned in Annexure-B duly signed and stamped on Letter Head
- 2. Price Bid Form as per format given in Annexure 'A' stating Uniform Percentage of Discount offered on Freight Rates for all the countries mentioned in Annexure 'B'. Price Bid should be strictly as per the format given in Annexure 'A", any deviation from the same will result in disqualification

The photocopies of the above mentioned documents should be legible and duly attested.

Section-II

Eligibility Criteria

Tenders of only those Bidders who have fulfilled the Eligibility Criteria as mentioned below are to be considered this regard may also be enclosed with the Quotation :

- A. The Bidder must have a Valid IATA/FIATA and Clearing House Agent (CHA) License. IATA/FIATA and CHA License must be in the name of quoting Firm. Firm should also be Registered with the Indian Customs authorities as consol Agent. Sister Concerns/Authorized Party Certification is not acceptable.
- B. Consolidation/CHA must be registered in Delhi Custom House and license should be Four years old.
- C. The Bidder should have facility for Custom Clearance at New Delhi both for Sea and Air Cargo and should have their Offices both at New Delhi and Mumbai
- D. The Bidder should have successfully executed at least two similar freight forwarding and custom clearance contracts during the last three years in any Govt. Department/PSUs/Private Agency with documentary evidence about satisfactory completion of the work Certificates of the Cliental may also be enclosed with their complete mailing addresses and Telephone/Cell numbers.
- E. The Bidder must submit an EMD of Rs.25,000.00 in the form of Demand Draft/B.G./F.D. of scheduled Nationalized Bank along with the bid in favour of Director, CSIR-AMPRI, Bhopal and minimum Six Months Validity are required for these DD's/B.G. No interest would be paid on EMD.
 - Registered Micro and Small Enterprises(MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises(MSME) or are registered with the Central Purchase Organization are exempted for paying the EMD.
- F. The Bidder should not have been black listed by any Gov. organisation/ Govt. undertaking or private Organizations. A certificate to this effect should be enclosed along with the Techno-Commercial Bid.
- G. The Bidder should entrust one responsible, experienced and competent official exclusively for CSIR-AMPRI's clearance activities.

Section-III

Scope of Work & Freight Rates:

CSIR-AMPRI is aiming for a fully integrated solution package that covers Freight Forwarding, Consolidation, Insurance, Customs Clearance, Delivery and Allied Services.

I. Clearance of imported consignments from IAAI/ICD/Courier at New Delhi

- a) Custom clearance of the consignment including all the stages of customs clearance.
- b) 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-AMPRI.
- c) Arranging Transit Insurance with Govt. Insurance Companies for Delhi to CSIR-Bhopal.
- d) Arranging Insurance survey at Airport/IAAI/ CSIR-AMPRI, Bhopal in case of damages to the consignment.
- e) Immediate delivery of consignment at CSIR-AMPRI, after custom clearance.
- f) Any other job in connection with clearance of goods from Customs Clearance of parcels from Customs at New Delhi.
- g) Clearance of consignment under temporary imports for further exporting to another Country.
- h) Clearance for consignment through courier mode.

II. Consolidation of the consignments being imported from through out the world:

- Complete monitoring and supervision of the movement from the date of Order/LC and regular feedback on the progress of Order to CSIR-AMPRI. In case the same is not received before landing of the 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.
- To provide timely information (pre-alert) regarding dispatches and other relevant information to CSIR-AMPRI.
- To facilitate specialized packing from all kinds of materials as per the **IATA** specifications and **international packing standards.**
- Transportation of special projects materials voluminous and heavy packages, radioactive, sensitive and hazardous materials.
- Extensive communication through telephone, telefax, and email etc.
- Any other service needed regarding consolidation from time to time.
- Shipment should be made preferably through **AIR INDIA**.

III. Exports to various Countries

- a) Export of defective/damaged items to the countries of import.
- b) Export of consignment imported temporally for inter comparison of standards & other purposes.
- c) Export of items for repair, calibrations and other scientific work.
- d) Export of Containerised/Individual Cargo for International/National Cruises by Sea or By Air.

Price Bid Form

(Rates to be submitted on Agency Letter head only)

A) Consolidation charges for voluminous and non-voluminous cargo including Dangerous, Perishable and Over Dimensional Goods on FCA/FOB basis I) Charges at the port of Shipment: Charges such as loading, unloading, boarding, Fuel and War Risk charges, Handling charges/AWB charges/forwarders fees, Air Lines handling charges, Service Charges, Documentation charges, Transfer fees and any other related charges up to boarding of material in the Aircraft II) Charges at the port of Destination/Final Destination: opening, examination, Sealing & Repacking charges, Loading / Unloading charges at Delhi, Airport, Local transportation charges within Delhi after clearance, CC Fees payable on Freight charges, D.P. Fees, Cartage, Delivery Order (D.O.) Charges, Agency Charges and all other related charges	Uniform Percentage of Discount offered on Freight Rates mentioned in Annexure- B (%) =
III) The Following charges will be paid at actuals against proper receipts and documents: Customs Duty, EDI/CMC System Charges, S. Form charges, Terminal, Storage and Processing (TSInland Air Freight charges from Delhi to Bhopal, Transit Insurance Charges from Delhi to CSIR-AMP	
B) Door Delivery: Charges for charted vehicles for transportation of consignment from Delhi Customs to CSIR-AMPRI, BHOPAL on door delivery basis including loading / unloading. Ceiling fixed	Offered Rates
1. FULL TRUCK LOAD Vehicle 709 - Rs. 12,000/- 2. MINI TRUCK/LORRY LOAD Vehicle 407 Rs. 7,500/-	Rs Rs
Note: Bidder should quote total discount on Freight Rates mentioned in Annexure-B keeping rates will be inclusive of all the charges mentioned in I) & II) above and no separate payment sh the uniform percentage of discount on Freight Rates mentioned in Annexure-B should be offered	all be made for the same, hence
Important Notes:	
(1) Discount on Freight Rates mentioned in Annexure-B should be inclusive of all the charges r	nentioned at I) & II) above. No
other charges except statutory charges given at Sr. No. (III) shall be paid. (2) All Statutory charges including Customs Duty and Cess on Customs Duty indicated at Sr.	
actuals against submission of proper receipt / Invoice / Bill / documentary proof of the co	
payment is made by CHA. (3) Service Tax as applicable shall be paid extra and Income Tax at the prevailing rate shall Invoice	be deducted from Contractor's
(4) Warehouse/demurrage charges shall not be paid under any circumstances.	
(5) Majority of our consignment are voluminous and orders are placed with the foreign supplier(6) The rates offered for Door delivery of consignment as at B above shall not be taken into ac	
discount offering bidder for award of the contract for consolidation and customs clearance. (7) Door Delivery Charges shall be paid as mentioned above at B	
Signature of Authorised Signatory :	
Name of Authorised Signatory :	
Name of Firm with Stamp :	

Annexure - 'B'

Fixed Freight Rates for Various Countries

Country	Airport/	Minimum	(-)45	(+)45	(+) 100	(+) 300	(+)500	(+) 1000
AUSTRALIA	Currency CANBERRA	120.00	8.30	6.45	4.65	3.50	3.10	3.10
AUSTRALIA	SYDNEY (AUD)	120.00	7.50	5.65	3.85	2.70	2.30	2.30
AUSTRIA	VIENNA (EURO)	71.95	11.12	8.39	8.39	8.39	8.39	8.39
BELGIUM	BRUSSELS	66.93	6.07	6.07	3.00	2.70	2.55	2.55
CANADA	TORONTO (CAD)	185.00	19.68	15.12	13.14	11.89	11.45	11.45
CANADA	MONTREAL(CAD)	185.00	18.47	14.14	12.14	11.08	10.63	10.63
DENMARK	COPENHAGEN	670.00	29.00	26.00	18.00	18.00	18.00	18.00
FRANCE	PARIS (EURO)	80.03	9.10	9.10	3.64	3.27	3.15	3.15
Germany	FRANKFURT	76.69	4.09	4.09	2.56	2.30	2.17	2.17
Hong Kong	HONG KONG	190.00	30.39	22.79	22.79	22.79	22.79	22.79
HONGKONG	DUBLIN (EURO)	74.03	8.92	8.92	6.89	6.89	6.89	6.89
Italy	MILAN (EURO)	67.14	4.86	4.86	3.19	3.19	1.91	1.91
Japan	TOKYO (JPY)	11500.00	1610.00	1370	1200.00	1040.00	1040.00	1040.00
Korea	SEOUL (KRW)	39300.00	8260	6200.00	5370.00	5370	5370.00	5370.00
Netherlands	AMSTERDAM	68.07	7.82	7.82	3.05	2.83	2.71	2.71
Russia	MOSCOW (USD)	75.00	6.60	5.25	3.40	3.40	3.40	3.40
Singapore	SINGAPORE (SGD)	75.00	9.75	7.31	7.31	7.31	7.31	7.31
Sweden	STOCKHOLM	750.00	33.00	27.00	21.00	21.00	21.00	21.00

UAE	DUBAI	150.00	19.10	14.40	14.40	14.40	14.40	14.40
	(AED)							
UK	MANCHESTER	60.00	6.44	6.44	3.13	2.92	2.57	2.57
UK	HEATHROW	60.00	6.42	6.42	3.11	2.90	2.55	2.55
USA	CHICAGO (USD)	125.00	16.68	12.90	11.34	10.44	9.98	9.98
USA	LOSANGEL (USD)	125.00	15.94	12.17	11.95	10.28	9.67	9.67
USA	NEWYORK (USD)	125.00	15.55	11.95	10.36	9.42	9.07	9.07
Taiwan	TAIPEI (TWD)	1281.00	181.00	136.00	136.00	136.00	136.00	136.00
Slovakia	BRATISLAVA	92.01	14.45	10.83	10.83	10.83	10.83	10.83
Brazil	SAO PAULO	125.00	21.25	16.30	14.75	10.72	9.35	9.35
CHINA	SHANGHAI	230.00	33.63	24.02	24.02	24.02	24.02	24.02
ENGLAND	HELSINKI	58.87	7.32	7.32	2.78	2.51	2.37	2.37
ISRAEL	TELAVIV	37.00	7.67	5.75	5.75	5.75	5.75	5.75
MALAYSIA	KUALALUMPUR	113.00	12.94	9.71	9.71	9.71	9.71	9.71
NEWZELAND	AUCKLAND	50.00	12.72	9.52	9.52	9.52	9.52	9.52
POLAND	WARSAW (PLN)	235.00	25.20	19.00	18.00	16.00	16.00	16.00
PHILIPPINES	MANILA	39.00	5.69	4.28	4.28	4.28	4.28	4.28
FINLAND	HELSINKI (EURO)	58.87	7.32	7.32	2.78	2.51	2.37	2.37
SOUTH AFRICA	DURBAN	650.00	39.60	39.60	30.32	30.32	30.32	30.32
SWITZERLAND	ZURICH	120.00	17.25	10.85	5.40	4.55	4.30	4.20
THAILAND	BANGKOK	800.00	86.00	65.00	65.00	65.00	65.00	65.00
TURKEY	ISTANBUL	55.00	5.41	4.05	4.05	4.05	2.71	2.71
LITHUNIA	VILNIUS	300.00	33.68	26.88	17.52	16.32	15.72	15.72
LUXEMBOURGE	LUXEMBOURGE	66.93	66.07	6.07	3.00	2.70	2.55	2.55

Section-IV

Terms and Conditions of Tender:

- 1. **Submission of Tenders**: The bidders should submit their duly signed bids on Central Public Procurement Portal(CPPP) https://etenders.gov.in As bids are invited on two cover basis, the Bidder shall submit / upload the un-priced commercial and technical bid comprising the documents in PDF formats on CPPP. Bids will not be accepted in any other form. **Request for extension of submission date of e-tenders will not be considered.**
- 2. Quotation/Offer: (i) Format for quoting uniform discount rates offered by the contractor should be strictly as per Annexure "A" and must be quoted in the said format and in the manner prescribed otherwise quotation will be summarily rejected by CSIR-AMPRI. (ii) Conditional tenders shall not be accepted and printed terms & conditions of the bidders shall not binding on CSIR-AMPRI (iii) If there is any discrepancy between the price quoted in figures and words, whichever is the higher of the two shall be taken as the bid price.
- 3. **Opening of Tenders**: E-tenders received through CPPP will be opened electronically on the due date and time mentioned on Tender Details Screen of CPPP. Request for extension of opening date of tenders will not be considered.
- 4. **Earnest Money Deposit :** Bidders shall have to deposit **EMD of Rs.25,000/-** in the form of Crossed Demand Draft/Bank Guarantee/Bankers Cheque drawn in favour of Director, CSIR-AMPRI, Bhopal issued by Scheduled/Nationalized Bank payable at Bhopal, so as to reach on or before due date of opening of tendrers. Scanned copy of EMD should be uploaded in PDF format on CPPP. 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. Format of Bid Security is enclosed. The bid security shall be in one of the following forms at the bidders' option:
 - (a) A bank guarantee issued by a Nationalized/Scheduled bank/Foreign Bank operating in India in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid. It means bid should be valid for 90+45 = 135 days.
 - (b) A Banker's cheque or demand draft in favour of the Director, CSIR-AMPRI, Bhopal issued by any Nationalised/Scheduled Bank.
 - **EMD exemption:** Registered Micro and Small Enterprises(MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises(MSME) or are registered with the Central Purchase Organization are exempted for paying the EMD

Bid Security may be forfeited in case of following:-

- (a) If a Bidder withdraws or amends or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 15 days of the order or fails to sign the contract and/or fails to furnish Performance Security within 21 days from the date of contract/ order.

- 5. **Refund of EMD:** The bid security of unsuccessful bidder will be discharged /returned as promptly as possible positively within a period of 15 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest. The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security, without any interest.
- 6. Performance Bank Guarantee: The successful tenderer will have to furnish an unconditional Performance Bank Guarantee of Rs.1,00,000/- in the form of B.G. in favour of the Director, CSIR-AMPRI, Bhopal valid for 26 Months from the date of contract period from a Scheduled/Nationalised Bank in India within 21 days of the placement of order. No interest would be paid on the Performance Bank Guarantee. In case the successful bidder fails to provide satisfactory services during contract period or discontinue or found at fault, the Performance Bank Guarantee shall be invoked without assigning any reasons. The successful bidder shall have no right to claim for refund of amount of Performance Bank Guarantee in such a case.
- 7. **Validity of Offer**: Bids shall remain valid for minimum of 90 days. A bid valid for a shorter period shall be rejected by the CSIR-AMPRI as non-responsive.
- 8. Contract Period: The contract will be awarded for a period of Two years only.
- 9. **Order Acceptance:** The order acceptance must be received within 15 days. However, the CSIR-AMPRI has the powers to extend the time frame for submission of order acceptance and submission of Performance Bank Guarantee (PBG) after forfeiting the bid security of the defaulting firm. In such cases the defaulting firm shall not be considered again for re-tendering in the particular case. The contract so awarded can be terminated by the Director, CSIR-AMPRI, Bhopal at any time without conveying any reasons.
- 10. **Customs Clearance**: The Primary responsibilities of CHA is to arrange for collecting the shipment from Foreign Service Provider and to arrange for its transportation to Delhi and after Custom Clearance delivery for the safety of the cargo in all circumstances. This includes the Customs Clearance of the consignments, either under your consolidation or under other consolidation or by independent flight of any Air lines or Sea Company, from customs at Delhi International Airport.
- 11. **Location of the Bidder**: The consignments will be shipped to and cleared in Delhi Airport. Therefore the Bidder should have customs clearance arrangements in Delhi The Bidder should have facilities to also undertake clearance and delivery of post parcels as and when required by CSIR-AMPRI, Bhopal.
- 12. **Forwarding/Consolidation Facilities Abroad**: The Bidders should have network of Cargo Forwarding/Consolidating Agents in **at least 20-25 Countries** like U.S.A., U.K., Germany, Japan, France, Switzerland, Hongkong, Canada, Norway, Sweden, Austria, Ireland, Singapore, Denmark, Italty, The Netherlands (Holland) etc. Rates for forwarding/consolidation should be specified with reference to the Air India IATA rates of the National Airline of that Country would be considered. Consignment will be required to be shipped in the first available consol of any airline.

- 13. **Consolidation of Import of Consignments**: A list of your consolidation agents in the said countries giving complete details about them i.e. Name, Address, Telephone No., Fax Nos., Email/Web site, contact persons etc. and their authorization letter in your name should be invariably submitted alongwith technical bid.
- 14. **FCA/FOB SHIPMENTS**: The purchase orders are placed with foreign suppliers on FOB/FCA basis. The consignments will be handed over by Foreign Suppliers to CHA's Console Agent at the nearest International Airport from their premises/works. Foreign Suppliers will bear inland transportation charges and all the related charges up to handing over of the material to CHA's Console Agent. All the charges incurred up to actual boarding of the consignment in the Aircraft at Shipping Airport is to be paid and borne by the CHA only.
- 15. The consignments must be routed through AIR INDIA and where the AIR INDIA flights are not available, the shipments shall be made through other airlines. The consignment must be shipped by next available flight just after receiving the consignment from the Supplier.
- 16. The shipment details like flight No. and date, copy of HAWB/MAWB, Airlines Manifest and Invoice of foreign Supplier must be faxed and sent by e-mail to CSIR-AMPRI soon after the consignment is booked for shipment by the freight forwarder. Two sets of shipping documents shall be obtained from Service Provider which should be accompanied with consignment.
- 17. The consolidator shall be responsible for the safety of cargo in all circumstances. Your firm will also provide free warehousing facility at your warehouse free of cost, if required and you must have cold storage facility to facilitate minor transit delay for stores of any perishable cargo. The Contractor must have its own arrangement for warehousing, Insurance, Pickup and delivery by road within India. Material should be dispatched to CSIR-AMPRI, Bhopal in such a way that it should reach CSIR-AMPRI, Bhopal on working day.
- 18. Special arrangements for perishable consignments: Some of the consignments are highly perishable in nature. The Bidder will have to arrange dry-ice stuffing (including procurement and filling-up) of the consignments at the storage place at the Airport/Post Office on its arrival and till their clearance and delivery at CSIR-AMPRI, Bhopal. The Bidder has to get Perishable/Dangerous consignments cleared within 24 Hrs. of arrival and deliver them at CSIR-AMPRI, Bhopal at the earliest possible after clearance. In case, perishable consignment is damaged on account of in-sufficient dry ice during storage, clearance or transportation, the Bidder will be held responsible for the damage and the loss will be recovered from the payments due.
- 19. **Submission of bills:** The successful bidder shall tender, by hand, pre-receipted bills once in every week for service provided to CSIR-AMPRI. Bill should in its letterhead and in the format prescribed by CSIR-AMPRI. A checklist and documents in support of various Charges indicated in the bill should accompany each bill. Any bill not accompanied by checklist and one or more documents will not be received in CSIR-AMPRI. Personnel authorized by CSIR-AMPRI, Bhopal will acknowledge receipt of the bills after due verification of enclosures. Bills that are returned on account of deficiencies will contain remarks about deficiencies. Incidence of storage/demurrage Charges attributed to oral/verbal queries of customs authorities shall not be admitted.

- 20. **Amount claimed in the bill:** Further, it is specifically and clearly understood that the bills should be tendered only for sums entitled under this contract.
- 21. **Payment of bills:** CSIR-AMPRI, Bhopal shall make every effort to examine and arrange payment of bills through Bank immediately after the receipt of bills or maximum within 30 to 45 days of receipt. However, delay in settlement of payments shall not be accepted as valid ground for the Firm to delay clearance of consignments. It is clearly and specifically understood that storage/demurrage Charges incurred on account of delay in clearance of consignments on grounds of delay in payment of bills on the part of AMPRI, Bhopal, will have to borne by the Agency. All the bills will be admitted by AMPRI, Bhopal only for the sums entitled under this contract. CSIR-AMPRI, Bhopal does not undertake to communicate, to the Firm, reasons for partial or non-admission of one or more claims made in the bills.
- 22. The rate of discount quoted by the bidder on Freight Rates (IATA Rates) and door delivery upto CSIR-AMPRI, Bhopal by road transport should hold good, firm and fixed during the currency of the contract period of two years and no request for reduction in discount rates on whatsoever ground will be entertained.
- 23. This Institute shall not be held responsible for delay of payment of the contractor due to some unforeseen reasons /circumstances and no interest for delay in payment shall be paid. The Customs Duty bills must accompany the Bill of Entry for home consumption and exchange control, copies of MAWB/HAWB, copy of customs assessed invoice, gate pass all receipts in support of payments towards Govt. levies made by you on our behalf and customs examination reports of each case. The bills in triplicate duly pre-receipted has to be submitted.
- 24. Non-delivery certificate/short landing certificate/shortage certificate of the customs or any other documents, if needed by us, shall have to be provided by your firm without any charge.
- 25. In the event of damages or any other discrepancy in the consignment found at the time of customs clearance, your firm will be required to arrange insurance survey by the insurance co., or their surveyor and also lodge claim with concerned authorities on our behalf under intimation to CSIR-AMPRI immediately.
- 26. Contractor shall arrange clearance of consignment from Customs within the stipulated free period allowed by Air Company/IAAI. Demurrage/warehouse charges shall not be paid for delay from your side for arranging consolidation and your firm will not raise any bill/claim. No demurrage charges will be paid in any circumstance.
- 27. A clean copy of HAWB in original mentioning dimensions and weight of each packet of the consignment will be submitted by your firm along with the bills.
- 28. All our imports are customs duty free which are imported under Notification No. 51/96 dated 23/07/1996 and subsequent renewals against which duty exemption certificate will be provided by CSIR-AMPRI against each import for customs clearance purposes. On receipt of Cargo Arrival Notice from you, your firm will file Bill of Entry just after landing of the consignment under intimation to us for arranging duty exemption certificate. In case of any customs objection, the written communication will be sent to CSIR-AMPRI without any delay. In no case, Custom Duty shall be paid by you when Custom Duty Exemption Certificate is provided by CSIR-AMPRI and if the item imported is Customs Duty exempted.

- 29. Some of our consignments come under temporary Import. Hence, required assistance shall be arranged.
- 30. If any damages/pilferage/theft/shortage occurs during the transportation, loading and unloading under custody of your freight forwarder/your custody after taking delivery from IAAI, your firm will be responsible for the total losses and the same will be recovered from you. This will be as per IATA rules. 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 CSIR-AMPRI by your firm.
- 31. The consignment should be delivered on door delivery-cum-Institution site basis within twenty four hours of its clearance from customs to us safely at CSIR-AMPRI, Stores, Bhopal.
- 32. A Weekly Statement of consignment to be shipped and already under shipment/clearance should be invariable submitted.
- 33. A copy of Purchase Order of CSIR-AMPRI placed to overseas Suppliers will be provided to you for making tie up with your principals to avoid any complications and delay. It is then the sole responsibility of the Agency to follow up the matter with its foreign associates and foreign supplier to ship the goods within delivery schedule.
- 34. Pre-alert of shipment should be sent to us well in advance at least 5 working days prior to landing of consignment and all documents required for clearance should be taken from CSIR-AMPRI in advance in each case.
- 35. After receiving the goods from principal Supplier/delivery of goods at FOB/FCA POINT, the goods must be shipped immediately by next available flight to avoid delay.
- 36. Your firm will not hold any consignment of CSIR-AMPRI due to any reason whatsoever whether contract is in force or not
- 37. Bidder should furnish a confirmation from the firm where earlier such contract have been successfully completed. Bidders who have not executed any contract satisfactorily, failed to execute any such contract or have poor track record shall not be considered. Misrepresentation or suppression of facts will lead to the cancellation of the bid/contract and forfeiting of EMD/ Performance Security Deposit as the case may be.
- 38. In the event of non availability of Invoice or other relevant papers and its collection from the Principal foreign firm and if the consignment incurs demurrage or penalty or detention the contractor shall be solely responsible for demurrage and same shall be deducted from the bills of the contractor.
- 39. The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the CSIR-AMPRI", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 40. Fraud and corruption: The CSIR-AMPRI requires that the *bidders* Service Providers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:
 - "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of

anything of value to influence the action of a public official in the procurement process or in contract execution;

"fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

"collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the AMPRI, designed to establish bid prices at artificial, noncompetitive levels; and "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

- 41. **Licenses:** The successful Bidder must have valid CHA, IATA and other essential licenses and FIATA Membership. Copies of documents should be enclosed. Freight forwarding Offers through **Third Party/Sister concerns** etc. will not be accepted.
- 42. **Experience:** The qualifying Bidder must have experience (in its own name) in the field of Customs Clearance, Forwarding and consolidation relating to Hi-Technology Equipments, Consumables like reagents, highly perishables, dangerous and radioactive goods, etc. in any similar CSIR Lab./Institute or any other similar Government Institution like ICMR, Health Institutes and University etc. during the last **Three years** especially clearing consignments under **Notification No.**51/96-Customs and its subsequent amendments.
- 43. **Re-Export and Re-Import:** The Bidder may be required to **export** certain items for repairs or replacement, which may be re-imported after repair. It should undertake completion of all the formalities with the customs authorities for this purpose.
- 44. **Efficiency Rating:** CSIR-AMPRI, Bhopal's yardstick for judging the efficiency of the successful Bidder shall be as follows:
 - Minimizing/Altogether eliminating payment of storage Charges for duration beyond free time and /or demurrage Charges.
 - Coordinating with Customs/Carrier and obtaining Cargo Arrival Notice (CAN) within a day and forwarding CAN to Stores & Purchase Department of AMPRI, Bhopal
- 45. Maximum Amount of Freight: Bidder should indicate in the price bid, the maximum amount of freight for a single consignment that it can pay on behalf of CSIR-AMPRI, Bhopal and get it reimbursed from CSIR-AMPRI, Bhopal through the Bills after clearance and receipt of consignments at CSIR-AMPRI, Bhopal (To be indicated in price bid only).
- 46. <u>Insurance:</u> The successful Bidder shall be responsible for arranging Insurance for the shipments finalized on Ex-Works and FOB/FCA basis. Kindly confirm your willingness to arrange the same.
- 47. **General Services**: CSIR-AMPRI, Bhopal expects that the Bidder should have good reputation in the market, must have good rapport with the Custom authorities to avoid/minimize delay in custom clearance and not refer petty matters to CSIR-AMPRI, Bhopal.
- 48. **Other Charges** /Levies: All statutory Charges/Levies not mentioned in the format of rates etc. will only be paid /reimbursed on the production of the receipts/vouchers for the same.
- 49. **Ex-Works Shipments:** In case the foreign supplier agrees to supply the goods on Ex-Works basis only, the successful Bidder shall arrange collection and shipment of the consignment from the Foreign Supplier to CSIR-AMPRI, Bhopal. Inland handling / Forwarding Charges in the exporting country will be reimbursed by AMPRI, Bhopal.

- 50. **Inspection Facility:** The successful Bidder shall, if required by CSIR-AMPRI, Bhopal, carry out or arrange to carry out inspection (arrangement of third party inspection reports) of the ordered material at the **Country/Port** of Shipment/Supplier's premises and also inspection of the packing/labeling/markings etc. as per **International Packing Standards & Norms**).
- 51. **Custody of Consignments:** Safe custody of consignments cleared is the responsibility of the successful Bidder till they are delivered to CSIR-AMPRI, Bhopal. The agency may also be required to arrange and obtain Insurance Policy for **FOB/FCA** consignments on behalf of CSIR-AMPRI, particularly for items shipped through Sea and assist in processing and liaison of claim(s), if any, lodged by CSIR-AMPRI, Bhopal in the event of any damage etc.
- 52. Short Landing: Whenever any Short Landing Cargo is noticed, the successful Bidder shall file "Not Found" or "Not Traceable" notice with the Airport Authorities, Obtain 'Not Traceable Certificate' and also lodge formal claim with the Airport Authorities/Airlines concerned with all necessary documents under intimation to CSIR-AMPRI, Bhopal.
- 53. Inspection of packages and Insurance Survey: It is incumbent on the successful Bidder to carefully examine all the packages marked for Customs examination of each consignment with the respective invoices and measurement/packaging list etc. If, at the time of physical examination of the consignment, any damage or loss of goods is noticed, the same shall be immediately brought to the notice of CSIR-AMPRI, Bhopal for arranging an Insurance Surveyor for surveying the consignment. The successful Bidder shall pay fee of the Surveyor and bear expenses for carrying on the survey and the expenditure to be reimbursed on submission of valid receipts.
- 54. Liaison and Co-ordination with CSIR-AMPRI, Bhopal: The successful Bidder shall –
- Maintain close liaison regularly with AMPRI, Bhopal.
 - Arrange collection of documents whenever telephonically informed.
 - Take immediate steps for finalization of the BE from time to time and shall see that they are filed with the customs authorities.
 - Arrange for one of its employees to be in daily Contact with concerned Staff of Purchase Department of CSIR-AMPRI, Bhopal. The representative shall make all necessary arrangements in advance proper handling and delivery of consignments at the **Destination/Site** for installation.
- 56. **Delay in filing documents:** The successful Bidder shall be responsible for any delay in filing **Bill of Eentry** with customs authority and/ or notifying CSIR-AMPRI, Bhopal of discrepancy, if any, in the documents. The Storage/Demurrage Charges (other than handling Charges) for the entire period of delay due to deficiency or negligence in service on the part of the Firm will have to borne by it. Further, the Firm will have to make good loss/damage, if any, suffered by CSIR-AMPRI, Bhopal on account of delay due to deficiency or negligence of service attributable to it in filing BE and/or clearance of consignments.
- 57. **Safe custody of Duty Exemption Certificate (DEC):** The successful bidder shall be responsible for safe custody and proper use of DEC provided by CSIR-AMPRI, Bhopal.
- 58. **Delivery of consignments and arranging labour for unloading:** The successful Bidder shall arrange delivery of the consignments at the earliest possible point of time. Delivery may be effected during working hours, as far as possible. In respect of perishables, CSIR-AMPRI, Bhopal will accept delivery beyond office hours and on all holidays. The Firm shall arrange requisite manpower for unloading, shifting, or moving the consignments, at and within the CSIR-AMPRI premises.

- 59. **Bidder not blacklisted by or in dispute relating to service with any organization:** The Bidders should not have been blacklisted by any Government organization. They should also not be involved in any kind of service related dispute with any client organization. *An undertaking to this effect should be enclosed. Non-disclosure of such information will result in termination of this contract* without any notice, imposition of penalty to the extent of damage incurred during the subsistence of contract, and also recovery of the outstanding amount.
- 60. **Successful bidder not in legal dispute with AMPRI, Bhopal:** The successful bidder should not have any pending legal dispute with CSIR-AMPRI as CSIR-AMPRI, Bhopal is interested in very reliable and professional services.
- 61. **Non-interruption of service:** Should any dispute of any nature arise, the successful bidder shall continue its services as provided in this contract, if required by CSIR-AMPRI, during pendency of the dispute.
- 62. Customs query: The successful bidder shall equip itself in advance with all necessary information that may be required for answering customs queries. It shall take any necessary steps to answer both oral/verbal and written queries without any delay. In case of need of clarification from CSIR-AMPRI, the queries may be communicated to CSIR-AMPRI, Bhopal on the day the queries are raised. Storage/Demurrage Charges incurred on account of delay in communicating the queries to CSIR-AMPRI, Bhopal shall be borne by the firm and further, damage caused to CSIR-AMPRI, Bhopal due to the above said delay shall be made good by it.
- 63. **Short-listing and tenure of contract:** Bidders should provide all the supporting documents mentioned above, failing which their applications will not be considered for short listing. Initially the contract will normally be awarded for one year, which may further be extended, curtailed or renegotiated depending upon the performance of the successful bidder.
- 64. <u>Fidelity guarantee bond</u>: The successful bidder will be handling sophisticated and valuable consignments; it will have to furnish a fidelity guarantee bond of **Rs.10.00 lakhs** in favour of Director, CSIR-AMPRI, Bhopal to safeguard the interest of CSIR-AMPRI in event of any loss to CSIR-AMPRI due to any act of omission and commission by the firm.
- 65. GST as per Government rules will be paid. Income Tax as applicable as per Government rules will be deducted.
- 66. The CSIR-AMPRI will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
- 67. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
- 68. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the CSIR-AMPRI, shall be written in English language only

69. Conditional tenders shall not be accepted

70. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.

- 71. The CSIR-AMPRI will open all e-bids as per the schedule given in critical data sheet. In the event of the specified date of Bid opening being declared a holiday for the AMPRI, the e-Bids shall be opened at the appointed time and location on the next working day. In two-part bidding, the financial bid shall be opened only after technical evaluation.
- 72. Bids that are received late shall not be considered further for evaluation, irrespective of the circumstances.
- 73. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 74. Any effort by a Bidder to influence CSIR-AMPRI in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 75. To assist in the examination, evaluation, comparison and post qualification of the bids, the CSIR-AMPRI may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the CSIR-AMPRI. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the CSIR-AMPRI shall not be considered.
- 76. The CSIR-AMPRI shall examine the bids to confirm that all documents and technical documentation as requested have been provided, and to determine the completeness of each document submitted.
- 77. The CSIR-AMPRI shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected. All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not the meet the basic requirements, are to be treated as unresponsive and ignored. The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:

78.

- (i) The Bid is unsigned.
- (ii) The Bidder is not eligible and does not quality the qualifying criteria.
- (iii) The Bid validity is shorter than the required period.
- (iv) Bidder has not agreed to give the required performance security.
- (v) The bidder has not agreed to some essential condition(s) incorporated in the tender enquiry.
- 79. Prior to the detailed evaluation, the CSIR-AMPRI will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions.

- 80. The CSIR-AMPRIs' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 81. If a bid is not substantially responsive, it will be rejected by the CSIR-AMPRI and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.
- 82. Provided that a bid is substantially responsive, the CSIR-AMPRI may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 83. The CSIR-AMPRI shall compare all substantially responsive bids to determine the lowest-evaluated bid.
- 84. No Bidder shall contact CSIR-AMPRI on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 85. Any effort by a Bidder to influence the CSIR-AMPRI in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.
- 86. The determination will take into account the Qualifying eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the CSIR-AMPRI deems necessary and appropriate.
- 87. There shall not be any negotiation normally. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply. Negotiations shall be held with the lowest evaluated responsive bidder. Counter offers tantamount to negotiations and shall be treated at par with negotiations in the case of one time purchases.
- 88. CSIR-AMPRI will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 89. The CSIR-AMPRI reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.
- 90. The successful bidder should submit Order acceptance within 15 days from the date of issue, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited
- 91. Within 21 days of receipt of the Order, the Service Provider shall furnish performance security
- 92. The proceeds of the performance security shall be payable to the CSIR-AMPRI as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.

- 93. The CSIR-AMPRI may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or part:
 - a) If the Service Provider fails to deliver satisfactory services within the period(s) specified in the contract, or within any extension thereof granted by the CSIR-AMPRI or
 - b) If the Service Provider fails to perform any other obligation(s) under the Contract.
 - c) If the Service Provider, in the judgment of the CSIR-AMPRI has engaged in corrupt or fraudulent or collusive or coercive practices as defined in Clause on Fraud or Corruption in competing for or in executing the contract
- 94. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Service Provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Service Provider. Such events may include, but not be limited to, acts of the CSIR-AMPRI in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 95. If a Force Majeure situation arises, the Service Provider shall promptly notify the CSIR-AMPRI in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the CSIR-AMPRI in writing, the Service Provider 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.
- 96. The CSIR-AMPRI and the Service Provider 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.
- 97. If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the CSIR-AMPRI or the Service Provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Services under the Contract.
- 98. The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

In case of Dispute or difference arising between the CSIR-AMPRI and a domestic Service Provider relating to any matter arising out of or connected with this agreement, 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. 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.

- 99. Notwithstanding any reference to arbitration herein,
 - (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) The CSIR-AMPRI shall pay the Service Provider any monies due the Service Provider.
- 100. The contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

- 101. 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 i.e. Bhopal.
- 102. Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing, FAX, e-mail and confirmed in writing to the other party's address specified.
- 103. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 104. Payment shall be made on bill basis. Bill should be raised in triplicate duly affixed with Rs.1/-Revenue Stamp along with all supporting documents. Separate bill shall be raised by the Contractor for (1) Custom Clearance Charges and (2) Custom Duty charges. Payments will be effected through RTGS, hence e-payment details as per proformagiven on page no. 18 of this document must be submitted.
- 105. Bill of Entry should be filled strictly as per HS Code classifications. Customs Duty paid due to wrong filling of Bill of Entry under wrong HS Code shall be the responsibility of CHA and the same will not be reimbursed by CSIR-AMPRI to CHA
- 106. CHA must instruct and ensure that their authorized freight forwarder should prepare MAWB /HAWB and draw in favour of "Director, AMPRI, Bhopal" only and notify CSIR-AMPRI bankers. In case MAWB/HAWB drawn in favour of AMPRI bankers then consequent B.R.O. charges/penalty, if levied, shall be the responsibility of CHA and has to be borne by CHA only.
- 107. After opening of L.C. any changes occurring in freight forwarder details mentioned there in, and resulting in L.C. Amendment then consequent L.C. amendment / bank charges shall be recovered from CHA.
- 114. Any major changes in the prescribed CSIR procedure shall be applicable to the contract and CHA shall have to agree and adopt the changes as per the CSIR-AMPRI's requirement.
- 115. There would be no revision in the Freight Rates mentioned in Annexure-B
- 116. The **Director**, **CSIR-AMPRI**, **Bhopal**, reserves the right to accept or reject any offer without assigning any reason / reasons. The jurisdiction of disputes if any at any stage will be the competent courts in Bhopal only.

Stores & Purchase Officer For DIRECTOR, AMPRI, BHOPAL

<u>Section –V</u> Confirmation of Eligibility Criteria

S. N.	<u>CRITERIA</u>	
1	Holding valid license as Customs House Agent (CHA) at Delhi Customs/Airline	
	(copy enclosed at page No)	Submitted
2	Holding valid IATA or FIATA or Airline /Console Registration issued in the name of the bidder by Delhi Customs and minimum Three years experience at Delhi Customs (copy enclosed at page No)	Submitted
3	Price Bid Form strictly as per format given in Annexure - 'A' stating Uniform Percentage of Discount offered on Freight Rates for all the countries mentioned in Annexure – 'B' duly filled, signed and stamped on the Letter Head is enclosed at page No	Submitted
4.	Bidder should have successfully executed at least two similar freight forwarding and custom clearance contracts during the last Three Years in any Govt. Department/PSUs/Private Agency with documentary evidence about satisfactory completion of the work Certificates of the Cliental may also be enclosed	Submitted
4	A copy of Freight Rates mentioned in Annexure-B duly signed and stamped on the Letter Head is enclosed at page no	Submitted
5	Requisite EMD of Rs. 25,000 /- as per Tender Terms submitted along with the Technical Bid Or Registration copy of MSEs issued by Department of Micro, Small and Medium Enterprises or Central Purchase Organization for EMD exemption.	Submitted
6	Agreed for Door Delivery Charges from Delhi/Mubai to CSIR-AMPRI, Bhopal	Agreed
	 Full Truck Load (709) – Rs. 12,000/- Mini Truck Load (407) – Rs. 7,500/- 	
7	Agreed for direct dispatch of goods after Customs clearance to CSIR-AMPRI Hqrs. BHOPAL on door delivery basis by Air / Road	Agreed
8	Agreed for demurrage free Customs clearance for all consignments	Agreed
9	Agreed for payment of applicable concessional Customs duty , Freight, other customs clearance charges etc. in full for all consignments in advance on behalf of AMPRI and subsequent raising of bills for reimbursement/payment from AMPRI, BHOPAL	Agreed
10	Agreed for submitting Performance Bank Guarantee of Rs. 1,00,000 /- for a period of 26 months covering the contract period.	Agreed
11	Agreed for all the terms & conditions of the AMPRI tender document	Agreed
12	There will be no upward revision in the Freight Rates mentioned in Annexure-B and door delivery charges for transportation of consignment by road.	Agreed
13	Agreed and complied with all the Criteria mentioned at Sr. No. 1 to 11 above and non-compliance of any of the said criteria will result in disqualification of the offer	Agreed
14	Agreed for submitting fidelity guarantee bond of Rs.10.00 Lacs	Agreed
15.	Have not been blacklisted in the last Four Years by any government organization	Agreed
· ···		—

Certified that all the above Qualifying Criteria clauses(1 to 12) are agreed and complied with and requisite relevant

supporting documents are enclosed .		
Signature of Authorised signatory		
Name of Authorised signatory		
Mobile No	_e-mail	

Section -VI

CHECK LIST FOR SOME SPECIFIC TERMS & CONDITIONS (CLAUSES)

S. N.	<u>ITEM / CLAUSE</u>	YES/ NO	IF NO, PLEASE GIVE REASONS FOR DEVIATION
1.	Whether Valid IATA or FIATA or Airline /Console Registration issued in the name of the bidder by Delhi Customs is enclosed		
2.	Whether List of Console Associates situated in foreign countries with complete address, Telephone No., Fax No. Email address, contact persons is submitted		
3	Whether you have submitted the requisite amount of EMD		
4	Whether the copy of valid permanent custom license (CHA) at Delhi Customs enclosed with your quotation.		
6	Experience of Freight Forwarding on consolidation basis and customs clearance especially at Delhi Airport		
7	Whether an undertaking regarding no payment of warehouse / demurrage charges is enclosed		
8.	Bidder should have successfully executed at least two similar freight forwarding and custom clearance contracts during the last three years in any Govt. Department/PSUs/Private Agency with documentary evidence about satisfactory completion of the work Certificates of the Cliental may also be enclosed		
9	Complying all the terms & conditions of this tender		
10	Whether this check list has been duly signed & stamped?		

Signature of Authorised Signatory	:
Name of Authorised Signatory	:
Name of Firm with Stamp	:

BID SECURITY FORM (Bank Guarantee format for EMD)

Whereas (hereinafter called "the Bidder") has submitted its bid dated (date of submission of bid) for the supply of (Name and/or description of the goods) (hereinafter called "the Bid").
KNOW ALL PEOPLE by presents that WE(name of bank) of (Name of country), having our registered office at (address of bank) (hereinafter called "the Bank"), are bound unto (name of AMPRI) (hereinafter called "the
"the Bank"), are bound unto
THE CONDITIONS of this obligation are:
1) If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid form, or
 2) If the Bidder, having been notified of the acceptance of its bid by the AMPRI during the period of bid validity: (a) fails or refuses to execute the contract Form if, required or (b) Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.
We undertake to pay the AMPRI up to the above amount upon receipt of its first written demand, without the AMPRI having to substantiate its demand, provided that in its demand the AMPRI will note that the amount claimed by it is due to it, owing to the occurrence of one or both the conditions, specifying the occurred condition or conditions.
This guarantee shall remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.
(Signature of the Bank)

Name of Bidder

PERFORMANCE SECURITY FORM

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

10,
(hereinafter called "the supplier") has undertaken, in pursuance of contract no datedto 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
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