



केंद्रीय भवन अनुसंधान संस्थान
रुड़की (उत्तराखंड)- 247 667, भारत
CSIR-Central Building Research Institute
ROORKEE (UTTARAKHAND) INDIA

BID DOCUMENT

To Be Submitted To

The Stores & Purchase Officer,
Central Building Research Institute,
Roorkee – 247 667 (Uttarakhand) INDIA
Ph: +91-1332- 283257, 272239

Email: spo@cbri.res.in

ई-निविदा के लिए आमंत्रण / INVITATION TO E-TENDER

Tender No.	CBRI/PB-1(CHA)/19	Date:	06.12.2019
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निदेशक, सीएसआईआर-केंद्रीय भवन अनुसंधान संस्थान, रुड़की -247 667 उत्तराखंड , भारत ; निम्नलिखित सामग्रियों की खरीद के लिए निर्माता, उनके वितरक और विदेशी प्रधानाचार्यों के भारतीय एजेंट, यदि कोई हो, से ऑनलाइन बोली आमंत्रित की है। कृपया यहां जाएं: (URL: <https://etenders.gov.in/eprocure/app>)

The Director, CSIR-Central Building Research Institute, Roorkee- 247667, Uttarakhand, India invites **online bids** from manufacturers, their distributors and Indian agent of foreign principals, if any, for purchase of the below mentioned material. Kindly visit at:

(URL: <https://etenders.gov.in/eprocure/app>). & (URL: <https://cbri.res.in>)

अनुसूची एवं तिथि तालिका /SCHEDULE CUM CRITICAL DATE SHEET

1	संगठन का नाम/ Name of Organization	सीएसआईआर-केंद्रीय भवन अनुसंधान संस्थान, रुड़की -247 667 CSIR-Central Building Research Institute, Roorkee – 247 667
2	निविदा संदर्भ सं. Tender Reference No	CBRI/PB-1(CHA)/19
3	निविदा का प्रकार Tender Type (Open/Limited/EOI/Auction/Single)	Open
4	संविदा का प्रकार Type/Form of Contract (Work/Supply/ Auction/Service/Buy/Empanelment/ Sell)	Supply & Installation
5	कवरों की सं./ No of Covers(One/ Two/ Three/Four)	TWO
6	निविदा श्रेणी/Tender Category (Services/Goods/Works)	Services
7	ऑफ लाइन प्रस्तुत करने की अनुमति / Allow Offline Submission	NO
8	संविदा का प्रकार Type/Form of Contract (Work/Supply/ Auction/Service/Buy/Empanelment/ Sell)	Services

9	कार्य का नाम/ Work Item Title	APPOINTMENT OF FREIGHT FORWARDING/ CONSOLIDATION CUM-CUSTOMS CLEARANCE AGENT CLEARING AGENT FOR IMPORT/ EXPORT OF SHIPMENTS THROUGH AIR & SEA.	
10	कार्य का विवरण/ Work Description	As per Bid Document	
11	उत्पाद की श्रेणी/Product Category (Civil Works/Electrical Works/Fleet Management/ Computer Systems)	R & D Equipment	
12	क्या बहु मुद्रा की अनुमति है?/ Is Multi Currency Allowed	Yes	
	g) बिड प्रस्तुत करने हेतु समाप्ति की तारीख Bid Submission End Date - -	30/12/2019	13.00 Hrs
	h) बिड के खोलने की तारीख व समय Bid Opening Date - -	31/12/2019	14.30 Hrs
13	Performance Bank Guarantee	As per Bid Document	
14	ईएमडी शुल्क EMD Fee (valid for 45 days beyond bid validity period)	Rs. 100000/- in the name of Director CBRI Payable at Roorkee. In the form of A/c Payee Demand Draft/FD Receipt/Bank Guarantee/Banker Cheque/online payment.	
15	बिड वैधता की अवधि Bid Validity Days	90 Days (form the last date of opening of tender)	
16	पत्र व्यवहार का पता Address for communication	Stores and Purchase Officer	

		CSIR-CBRI, , Roorkee,(Uttarakhand) India PIN 247667 01332-283257
17	निविदा आमंत्रित कर्ता अधिकारी/ Inviting Officer	Director, CSIR-CBRI
18	ईमेल का पता/ Email Address	spo@cbri.res.in

क्रम सं./ Sl. No.	सामग्री का विवरण Description of the material(s)	मात्रा Qty.
1.	APPOINTMENT OF FREIGHT FORWARDING/ CONSOLIDATION CUM-CUSTOMS CLEARANCE AGENT CLEARING AGENT FOR IMPORT/ EXPORT OF SHIPMENTS THROUGH AIR & SEA.	

CSIR-CENTRAL BUILDING RESEARCH INSTITUTE

(A constituent Establishment of CSIR)

ROORKEE - 247 667 (Uttarakhand) INDIA

Tender No. **CBRI/ Custom/01/2019**

Dated:- 06.12.2019

Instructions to Bidders (ITB)

The Director, CSIR-CBRI, Roorkee one of the premier research Institute of Council of Scientific and Industrial Research (CSIR), invites online Bids in Two Bid System for the **appointment of contractors for our Import and/or Export from all over the world by Air-freight & sea freight for the following contracts:**

(1) Contractor Agent for Freight Forwarding/Consolidation with Customs Clearance work for FOB/FCA shipments and

(2) Clearing Agent only for Customs Clearance related work with regard to Import / Export of consignments for CIF/CIP shipments.

The contract shall be **for a period of 3 (three) years which may be extended further up to three months or be curtailed on annual performance basis.**

The nature of consignments shall be Perishable/Chemicals/Fine Chemicals, Precious and delicate scientific Equipments, Instruments and other Special type of materials, etc which shall be accordingly shipped on FCA/FOB Basis and on CIF/CIP basis (Inco-terms). The Bidders who are Registered as Freight Forwarder & Consolidation Agent and having valid License for Agency of Customs Clearance in their own name may submit their tenders.

Note: Efforts will be made to award the contract for both the work to a single party subject to fulfillment of tender terms & conditions. However, if become necessary two separate contracts may be awarded one for Freight Forwarding/Consolidation with Customs Clearance and another for Customs Clearance of Import/Export consignments.

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The hard copy may be sent by post. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

The Bid/s, received only by Hard copies/E-Mail will not be considered, however, bid security in original shall be delivered to this office on or before the due date for submission of the bids.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etender.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

SPECIAL CONDITION OF CONTRACT (SCC):

1.0 ELIGIBILITY CRITERIA:

Quotations of only those Bidders who fulfill the Eligibility Criteria as mentioned below shall be considered for comparison. Necessary documents in this regard must also be enclosed with the Technical Bid along with the Scanned copy of the EMD and compliance sheet failing which the bid shall be summarily rejected. Bidders not having these qualifications need not apply.

- 1.1 The Bidder should have a valid Registration as Customs House Agent (CHA) in its own name (single name) and registered with Customs at Mumbai and New Delhi.(To attach a copy)
- 1.2 Bidders have to submit the EMD of Rs.1,00,000/- (Rupees One Lakh only) as per Clause 6.1
- 1.3 The Bidder should be a registered member of an International Agency like IATA, FIATA as Freight Forwarder/Consolidation Agent. (To submit a copy).
- 1.4 The Bidder should have a valid GST No. and PAN numbers. (Copies to be attached)
- 1.5 The bidder should have the facility for Customs clearance at Mumbai & Delhi for Air & Sea Cargo. The services cannot be sub-contracted to any other agency in India.
- 1.6 The Bidder should have successfully executed at least three(3) similar contracts per year for Freight Forwarding/Consolidation and Custom Clearance work during the last three financial years in any Govt. Department/PSU/CSIR LABS/ Public Funded Autonomous Bodies like ICAR / ICMR / DRDO and Govt. Academic institutes like IITs/ Universities, etc. Documentary evidences about satisfactory completion of the work Certified by the Client must also be enclosed along with their complete mailing addresses and telephone numbers. A minimum record of handling 100 cases in last three years as FF/CA and or CHA.
- 1.7 Bidder must be having turnover of Rs. 1.0 crore per year during the last three years and Balance Sheets of the last three years duly certified by Chartered Accountant must be enclosed as a proof.
- 1.8 *The Bidder should not have been Suspended or Blacklisted by any Govt. Organization. An undertaking to this effect must be submitted by the Bidder that its business has not been Suspended or Blacklisted. In case any legal case of the firm is pending in the Court of Law by any Govt. Organization as on the date of bidding. (Declaration will be given along with the judgment/Status of the case).*
- 1.9 The successful bidder has to deposit the custom duty upto Rs. 1,00,000/- (Rupees one Lakh

only) on each consignment in the first instance on behalf of CSIR-CBRI and further recoup from the CSIR-ICBRI along with the final bill.

- 1.10 The representative of the successful bidder must visit to CSIR-CBRI, once in a day for collection of the documents and in case of any emergency the representative may be called for collection of the clearance documents more than one time in a day or even in holidays also.
- 1.11 In case the cargo is received in damaged condition/short landing, payment shall not be released to the bidder till CBRI receives the complete consignment/insurance claim. In all such cases the bidder is required to file "Shortage" or "Damage" or "Not Found" or "Not Traceable" notice with the Airport Authorities, obtain necessary certificate from the Airlines/Sea Cargo Carriers and lodge necessary claim with the concerned authorities under intimation to CSIR-CBRI, ROORKEE.
- 1.12 Penalty Clause: Director, CBRI reserves the right to deduct penalty @ 0.5% per week of FCA / FOB price (Incoterms-2000), for delay in consolidation and Airfreight / Sea shipment of CBRI shipments and delivery to Stores, CSIR-CBRI, ROORKEE. (Maximum penalty shall be 10%) The period for this purpose will be calculated from the date of taking delivery of the consignment by the FFA and/or from the date of issue of the Gate Pass by the AAI/Customs after customs clearance.

2.0 SCOPE OF WORK

2.1 CONSOLIDATION AND SHIPMENT FOR FOB/FCA CONSIGNMENTS

2.2 INSURANCE FOR SHIPMENTS FALLING UNDER S.N. 2.1 ABOVE AND

2.3 CLEARANCE OF CONSIGNMENTS FROM CUSTOMS-WAREHOUSE AND TRANSPORTATION OF THE SAME TO CSIR-CBRI, ROORKEE FOR BOTH TYPE OF SHIPMENTS i.e. UNDER CONSOLIDATION AND AS WELL AS CIP/CIF SHIPMENTS.

2.1 **CONSOLIDATIONS AND SHIPMENT FOR FOB/FCA CONSIGNMENTS:** It is for the consignments being imported through Gateway Ports of Shipment in the Country of Principal Supplier.

2.1.1 Complete Monitoring and Supervision of the movement of ordered consignment from the date of Order/LC and regular feedback on the progress of Shipment to be given to CBRI. In case the Pre-Alert/Advance Shipping Document is not received before landing of the consignment the delay in clearance will be on the part of Agent and the amount of demurrage will be recovered from the bill. CBRI will not pay any demurrage charges.

2.1.2 To provide timely information (pre-alert) regarding dispatches and other relevant Information to CBRI via E-mail / P.O.No./ No. of Packages/ Supplier etc./ Type of Cargo (Perishable/ DGR)

2.1.3 To facilitate & ensure that the packing of the consignment is specialized packing (as required) of all kinds of materials as per the IATA specifications and international packing standards before effecting the shipments.

2.1.4 Clearance and Transportation of special materials voluminous and heavy packages, dangerous and hazardous materials including Radioactive Materials

2.1.5 Prompt communication through telephone and E-mail etc. to ensure quick clearance.

2.1.6 Any other service needed regarding consolidation (as required).

2.1.7 The Bidder may be required to carry out or arrange to carry out the inspection of the ordered material at the country/port of shipment or supplier's premises on behalf of CSIR-CBRI, ROORKEE, if required in certain cases.

2.1.8 The consignment should be shipped in the first available flight of the Airlines to Delhi Airport.

2.1.9 **INSURANCE CLEARANCE:** The Freight Forwarding / Consolidation agent shall ensure that all the Ex-Works / FOB / FCA Consignments are booked duly Insured from Warehouse to Warehouse under Open-Insurance-Policy from a Govt. run Insurance Company to be opened in the name of the Director, CBRI and managed by the Agent itself. It means that the complete processing on account of the Insurance irrespective of any consignment is to be taken care by the Freight Forwarding/ Consolidation Agent and the premium charges to this account is to be billed to CSIR-CBRI, ROORKEE for payment alongwith the clearance bill. Insurance cover for each consignment shall be submitted by the Agent to CSIR-CBRI, ROORKEE along with the clearance bill. Private party Insurance cover is not reimbursable.

2.1.10 Arranging insurance same as per Para 2.2 below

2.2 **CUSTOMS CLEARANCE:**

2.3.1 Customs clearance of imported consignments from International Ports at New Delhi/Mumbai/ ICD and filling of BOE for CBRI Imported Shipments;

2.3.2 The clearance of precious and delicate type of equipments, Instruments and other special type of materials, including Perishable chemicals, dangerous goods (DGR) and ODC shipments

2.3.3 Daily collection of all documents related to Imports/Exports from Purchase Section, CSIR-CBRI, ROORKEE

- Custom clearance of the consignment including all the stages of customs clearance and delivery to CBRI i.e. filing B/E, customs examination, assessment, sealing, strapping, etc.
- Obtaining Non-delivery certificate/short landing certificate in the case of materials are short delivered by IAAI, or airlines and lodging of claims with them immediately on behalf of CBRI,
- Arranging insurance survey at Airport/IAAI in case of damages to the consignment.

2.3.4 Clearance of consignments from DIAL/ICD Patparganj and Tughlakabad at Delhi or Customs at Mumbai and deliver to Stores Section, CSIR-CBRI, ROORKEE.

2.3.5 Follow-up of cases of recovery of any excess Customs duty paid.

2.3.6 Safe Custody of the Consignment Cleared is the Responsibility of the Bidder until it Is delivered to Stores Section of CBRI.

2.3.7 Clearance of consignment received under courier mode after the converting into Cargo mode, if required.

2.3.8 Any other job in connection with the clearance of goods from Customs.

2.4 **EXPORTS:**

2.4.1 Export for Repairs, which will be Re-Imported after repairs.

2.4.2 Export of equipments for replacement.

2.4.3 All procedural formalities for these Exports (as per 2.3.1 and 2.3.2) with Customs will be required to be done by the Bidder.

3.0 FILLING OF BOQ IN E-PROCUREMENT PORTAL:-

3.0.1 **QUOTING OF RATES:** Bidders are required to quote the rates in the following manner:

For Freight forwarding-cum-customs clearance:

- A. Bidder will quote percentage of discount in BOQ1, on the rates mentioned in Annexure B-1. The percentage (%) should be mentioned in the Column of the BOQ1 provided in the tender document in E-procurement Portal www.etenders.gov.in.
- B. Clearance charges should be mentioned in Column of the same BOQ1 for the job mentioned in Column "B" of the BOQ.

For Contract for Customs Clearance of CIP/CIF Shipments:

- C. Rates for Consignments (Imports) for Customs Clearance Services only in case of CIP/ CIF Consignments for the jobs as mentioned in Column the BOQ, should be quoted in percentage of CIP/CIF value with Fix amount of Rupee for minimum and maximum ceilings.

3.0.2 D.O. charges on consignment coming under own console of the bidder shall not be paid. However, DO charges for CIP/CIF consignments will be paid at actual.

3.0.3 **Airfreight Charges:** All forwarders charge the freight on the basis of IATA rates as given in Annexure B-1 of the tender document which are fixed by IATA TACT Card. The IATA rates from respective country of import should be considered as 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 letter head that the IATA rates mentioned in Annexure B-1 are correct. The firm must offer a single discount on these rates which should be "in percentage (%) only" for all countries and shape/size of the consignment i.e. General/Voluminous/ODC and should include Fuel & Security surcharge etc.

3.0.5 In case the interested bidder finds a discrepancy in the rates, the same must be informed duly supported with the documentary evidence to us latest by 7 days prior to opening of the Technical Bids so that the same could be informed to other interested bidders too.

3.0.6 The contract will be awarded to the responsive and evaluated Bidder who shall give higher discount including local freight charges for Consolidation and Clearance charges of all consignments subject to fulfillment of S.C.C. and G.C.C. of this Tender document.

3.0.7 Only Govt. levy will be paid at actual which are levied by the Govt. in their Sovereign Capacity directly to the customer i.e. CSIR-CBRI and not those levied by the Airlines/shipping line.

3.0.8 The Bidder must have its own arrangements of warehousing, Insurance, pick-up and delivery by road within the country and also in the exporting country. Details of these facilities in India should be given for proper evaluation.

3.0.9 Offers/bids with discounts subject to any conditions imposed by the bidder or in any other format will be rejected.

3.0.10 The Price Bids of the technically qualified bidders, (meeting the eligibility criteria as stipulated above in S.N. 1.0 to 1.12 of SCC) will be opened, under intimation to these bidders.

4.0 CONTRACTUAL OBLIGATIONS:- The following obligations are within the scope of services to be provided by the Bidder:-

- 4.1 Import / Export can be from/to any country. The IATA rates and discounts shall be applicable.
- 4.2 Bidder will be responsible for the safety of the cargo in all circumstances and handling complete and proper papers whether it may be for import or export of consignment. In the events of non availability of invoice or other relevant papers if consignments incur demurrage or penalty, the Bidder shall be solely responsible.
- 4.3 Pre-shipment advises must be intimated well in advance (48 hours prior to shipment). Fortnightly statement showing consignments shipped during last week and the proposed shipment during the next week through Fax / E-mail should be submitted invariably to CBRI.
- 4.4 The Bidder will pay initially all the charges irrespective of any amount payable on the FOB/FCA/FAS consignment and also for CIF Consignments, including the Customs Duty Charges up to Rupees One Lakh only. If, the assessable Customs Duty works out to be more than Rupees One Lakh based on the Purchase Order Value, the FFA/CH Agent will inform in advance to CBRI make online payment for Custom Duty through ICE GATE against respective consignment for its timely Customs Clearance. The Airfreight/Sea-freight charges, Customs Duty clearing charges and Transportation charges etc. wherever paid by CHA will be reimbursed to the Contractor after the receipt of consignment in CBRI, Stores Section and on the receipt of pre-receipted bill in duplicate addressed to Director CSIR-CBRI, ROORKEE along with the relevant supporting documents as a proof for which payment is to be made.
- 4.5 The payment of Airfreight, Customs duty and transportation charges will not be made if the consignment is received in damaged condition both externally or internally. However, the payment will be released only after the amount is recouped from the insurance company.
- 4.5.1 CBRI will not bear/pay any demurrage charge on account of any delay in clearance attributable to clearing agent or their freight forwarder.
- 4.5.2 In case, a perishable consignment is damaged due to insufficient dry Ice during clearance, FFA/CHA shall be held responsible for the complete loss.
- 4.6 Any kind of loss or damage to the consignment from Ware-house of Shipper's Country to our Ware-house at destination will be the responsibility of the Agent for recoupment. However, necessary documents on this account (to be prepared by the Agent) will be signed by CBRI in the capacity of consignee/importer.
- 4.7 The weight for the purpose of clearance from airport will be the "Chargeable Weight" of the consignment.
- 4.8 It will be responsibility of the agent to collect and deliver the necessary document from/to CBRI at least once in a day except Sundays and Public Holidays. In case of exigency, it may be done more than once and on holidays
- 5.0 The exchange rate for calculation of freight charges in INR shall be RBI Exchange rate/SBI T.T.Selling Rate on the date of arrival of shipment at the International Airport of India.

- 5.1 **Performance Bank Guarantee:** The successful Bidder will have to submit a Performance Bank Guarantee for Rs.2,00,000.00 (Rupees Two lakh only) as per Annexure-F from a nationalized bank as security, which should be valid at least for 40 months (three years of contract + four months) from the date of contract. The same Bank Guarantee will be refunded / returned after completion of 40 months subject to fulfillment of contracted obligation & No dues to ICBRI from the Service Provider. No interest would be paid on Bank Guarantee. Director, CSIR-CBRI, ROORKEE will have the discretion to invoke the payment from the Bank for any breach of contract.
- 5.2 Besides, the successful bidder shall be required to handle sophisticated and valuable consignment, hence the successful bidder shall have to furnish a Fidelity Guarantee Bond for an amount of Rs.10.00 Lakhs (Rupees Ten Lakhs only) in favour of Director, CSIR-CBRI, ROORKEE to safeguard the interest of CBRI in the event of any loss to CBRI due to any act of omission and commission by the successful bidder.
- 5.3 Ex-works shipments: In case the foreign supplier agrees to supply the goods on ex-works basis only, the consignment shall be lifted by the agent from the foreign supplier's works for onward shipment to STORES CSIR-CBRI, ROORKEE via New Delhi Airport. The inland handling/forwarding charges up to nearest gateway Airport in the supplier country shall be paid by CBRI, ROORKEE at actual but the Agent must obtain prior approval of FOB Charges as per INCOTERMS from CBRI (in writing).
- 5.4 CIF Shipments- Only D.O. Charges and govt. levies over and above clearance charges as mentioned in the BOQ will be paid by CBRI for CIF Shipments.
- 5.5 Bank Release Order (for consignments against irrevocable letter of credit)/Sight Draft will be provided only after its receipt from the bank. Custom clearance should be initiated without waiting for bank release order. The Bill of Entry (B/E) in respect of CIF shipments must be sent to CBRI immediately after clearance.
- 5.6 The efficiency and Performance of Service Provider will be judged by CBRI on following aspects;
- 5.6.1 Custom clearance **without DEMURRAGE CHARGES** and Safe Delivery at CBRI.
 - 5.6.2 Filing of B/E without any penalty.
 - 5.6.2.1 Coordinating with Customs/Carrier and obtaining Cargo Arrival Notice/DO immediately on landing of consignment at Delhi port and forwarding the same to CSIR-CBRI, ROORKEE.
 - 5.6.3 Efficiency in collection of documents from CSIR-CBRI and customs clearance of the consignment within free period and delivery of the same to CSIR-CBRI Stores, ROORKEE without any delay.
 - 5.6.5 Efficiency of Agent for handling and Clearing the Dry Ice/Perishable Consignments.
 - 5.6.6 Failure to comply with the provisions of the contract.
- 5.7 The successful Bidder will have to give an undertaking as per Annexure-C stating that no consignment of CBRI will be detained / withheld by it before or after the custom clearance under any circumstances. Even in the case of any dispute, the consignment shall be cleared by the agent and handed over to CSIR-CBRI, ROORKEE, pending the settlement thereof.
- 5.8 The Agent must intimate CBRI well in advance (48 Hrs/pre-alert advice), before the date of arrival of the consignment at IGI New Delhi Airport with the house Airway bill and master Airway bill numbers and collect all documents required for clearance from ROORKEE office of CBRI. The Agent shall be held responsible for any delay in customs clearance, not completed within the free period. The demurrage charges due to Bidder negligence will be recovered from them. Similarly the Bidder shall have to make good to CSIR-CBRI for any loss incurred due to negligence or failure on their part to take prompt action in finalization of B.E. and clearance of consignment.

5.10 The Agent will ensure that correct nomenclature and the HS CLASSIFICATION AS PER EXTANT ITC/Customs notification is mentioned in the BILL OF ENTRY. DUTY FREE ITEMS AS PER Customs Tariff act should be cleared without duty.(CSIR-CBRI is eligible for concessional customs duty (Vide Notification CUSTOMS 51/96); on items which otherwise attract duty. Payment made due to wrong classification by the Agent will be liable to be recovered from the Agent.

6.0 GENERAL CONDITIONS OF CONTRACT (G.C.C.):

6.1 EMD : Bidders have to submit the EMD of Rs.1,00,000/- (Rupees One Lakh only) in the form of Bank Guarantee as per format given at **Annexure-D**, from a nationalized bank in favour of Director, CSIR-CBRI, ROORKEE along with the bid and validity of EMD must be 90 days. Bids received without EMD shall be rejected. EMD of un-successful bidders will be refunded within 30 days after awarding the Contract to the successful bidder and EMD of successful bidder will be returned after the receipt of the PBG.

6.2 No deviation in the bid or quoted rates is acceptable after opening of quotation.

6.3 The Bid should be valid for minimum period of 90 (ninety) days from the date of opening.

6.4 Name, Contact No. & complete address of the local office at ROORKEE, New Delhi and Mumbai must be mentioned in the bid.

6.5 The Bidder must have Associates in the Gateway Ports worldwide and list of such Associates detailing location, name, fax, email, telephone numbers, etc. must be enclosed with Technical Bid.

6.7 Incomplete Bid and conditional Bid will be rejected.

6.8 The IEC code No. of CSIR-CBRI which may only be used for customs clearance.

6.8.1 The Bidder shall be required to examine carefully all packages marked for customs examination of each consignment arrived at the airport with respective invoices/packing list etc. Any damage or loss of goods should be brought to the notice of CSIR-CBRI, ROORKEE immediately. In case any short landing cargo is noticed the agent shall be required to file "not traceable " or "not found " notice with the airport authorities and obtain 'not traceable' certificate and also lodge formal claim on airport authority/concerned Airlines with all necessary documents under intimation to CSIR-CBRI

7.0 **DOCUMENTS:** The Technical Bid (Un-priced) Should Contain the Following Documents:-

7.1 Forwarding Letter in bidder prescribed format/Letter Head addressed to the Director, CSIR-CBRI

7.2 Complete terms & conditions of the bid

7.3 Copy of Customs Authorized Clearing License (CHA)

7.4 Copy of IATA or FIATA Membership.

7.5 The List of The Customers with their full address and contact numbers, where similar nature of services have been rendered during the last three Financial Years (see Clause 1.6 under SCC) with a certificate of successful completion from the customers.

- 7.6 Scanned copy of the EMD (Bid Security) for Rs. 1,00,000/- in the form of bank guarantee (as per enclosed **Annexure-C**), with validity of 90 days
 - 7.7 Compliance Sheet as per enclosed **Annexure-E**.
 - 7.8 Copy of Consolidation License/Certificate.
 - 7.9 Balance sheet of the Bidder for previous three financial years must be enclosed certified by Chartered Accountant evidencing turn-over.
 - 7.10 The Bidder should not have been blacklisted or suspended for the business during last 3 years by any Govt. Organization. An Undertaking to this effect by the Bidder must be submitted.
 - 7.11 Copy of GST No. and PAN.
-
- 8.0 The Director, CSIR-CBRI reserves the right to terminate the contract one month prior notices at any time on finding the service unsatisfactory or on breach of contract.
 - 9.0 The Director, CSIR-CBRI reserves the right to accept or reject any bid partly or wholly without assigning any reason whatsoever.

Stores & Purchase Officer
Phone 01332-283257

ANNEXURE – A

(To be typed on company letter head without any modification / deletion, duly sealed and signed)

Scope of Work

Annexure A

<p>A, Consolidation charges for voluminous and non- voluminous cargo including Dangerous perishable and over Dimensional Goods on FCA/ FOB basis 1, Charges at the port of shipment : Charges such as loading, unloading, boarding , fuel and war risk charges , Handling charges , service charges, Documentation charges, Transfer fees and any other related charges up to boarding of material in the aircraft/ vessel.</p> <p>li, Charges at the port of Destination/ Final Destination Opening, examination, sealing & repacking charges, Loading / Reloading charges at Airport/ Sea port, after customs clearance , Cc fees payable on freight charges, DP fees Cartage , Delivery Order (D. O. Charges) , Agency charges and all other related charges</p>	<p>Uniform percentage of Discount offered on IATA freight Rates for Various Countries mentioned in Annexure (%) ---</p>
<p>lii, The following charges will be paid at actuals against proper receipts and documents :- Custom duty as applicable & on actual basis. EDI/ CMC system charges , S . Form Charges if applicable , terminal storage and processing (TSP) charges , stamp duty charges only .</p>	<p>Payment shall be reimbursed on actual basis against submission of relevant payment receipts</p>
<p>Iv, Fixed Transportation charges :- In case of Air consignments from IGI International Airport , New Delhi and in case of Sea consignments from Tuglakabad warehouse upto CSIR-CBRI, ROORKEE A, 0Kg to 60 Kg B, More than 60 Kg Charges for chartered vehicle 407/709</p>	<p>Rs.- Rs-</p>
<p>V, Fixed rate of Agency commission for Customs clearance of air/ sea consignments arrived on CIP/ CIF basis or through courier mode , irrespective of assessable value of the material A,- Agency charges shall be inclusive of opening , examination, sealing and repacking charges , Loading/ Unloading charges at Airport/ Sea port after custom clearance , CC fee payable on freight charges , d. P . fees , cartridge B, Charges to be paid at actual receipt proper receipts and supporting documents Custom duty as applicable & On Actual basis , EDI/ CMC System charges , S Form Charges if applicable, Terminal storage and processing (TSP) charges , Stamp duty charges and fixed Local Transportation charges mentioned at Sr. No. Iv Above .</p>	
<p>Note- Bidder should quote total discount on freight. Rates mentioned in Annexure B keeping in view the fact that discounted rates are inclusive of all the charges mentioned in I & li above and no separate payment shall be made for the same , hence the uniform percentage of discount on freight rates for various countries mentioned in Annexure B should be offered by the bidder .</p>	

ANNEXURE –B**'IATA' RATES for Airfreight of consignments from Selected Countries to Delhi, India**
If any changes please submit the new one .

Name of country	Airport	Min	(-) 45	(+) 45	(+)100	(+) 300	(+) 500	(+) 1000
USA	New York (US\$)	125.00	15.55	11.95	10.36	9.42	9.07	9.07
USA	Los Angles (US\$)	175.00	19.94	15.17	14.95	13.28	12.67	11.97
USA	Sanfrancisco (US\$)	175.00	19.94	15.60	14.85	13.30	12.66	12.53
USA	Cicago (US\$)	175.00	19.68	18.60	14.95	14.39	14.30	13.73
UK	Heathrow (Pound)	58.00	6.11	6.11	2.96	2.76	2.43	2.43
Germany	Frankfurt (Euro)	76.69	4.09	4.09	2.56	2.30	2.17	2.17
Japan	Tokyo (JPY)	11500.00	1610.00	1370.00	1200.00	1040.00	1040.00	1040.00
Netherlands	Amsterdam (Euro)	68.07	7.82	7.82	3.05	2.83	2.71	2.71
France	Paris (Euro)	80.03	9.10	9.10	3.64	3.27	3.15	3.15
Canada	Montreal (CAD)	185.00	18.47	14.14	12.14	11.08	10.63	10.63
Singapore	Singapore (SGD)	75.00	9.75	7.31	7.31	7.31	7.31	7.31
Switzerland	Zurich (CHF)	120.00	17.25	10.85	5.40	4.55	4.30	4.20
Italy	Milan (Euro)	67.14	4.86	4.86	3.19	3.19	1.91	1.91
Hongkong	Hongkong (HKD)	190.00	30.39	22.79	22.79	22.79	22.79	22.79
Sweden	Stockholm (SEK)	750.00	33.00	27.00	21.00	21.00	21.00	21.00
Australia	Melbourne (AUD)	120.00	7.50	5.65	3.85	2.70	2.30	2.30
Australia	Sydney (AUD)	350.00	24.50	24.50	23.50	23.50	23.00	23.00
Austria	Vienna (Euro)	71.95	11.12	8.39	8.39	8.39	8.39	8.39
Belgium	Brussels (Euro)	66.93	6.07	6.07	3.00	2.70	2.55	2.55
Denmark	Copenhegan (DKK)	670.00	29.00	26.00	18.00	18.00	18.00	18.00
Taiwan	Taipai (TWD)	1281.00	181.00	136.00	136.00	136.00	136.00	136.00
Malaysia	Kualalumpur (MYR)	75.00	9.95	7.47	7.47	7.47	7.47	7.47
Korea	Seoul (KRW)	39300.00	8260.00	6200.00	5370.00	5370.00	5370.00	5370.00
Thailand	Bangkok (THB)	800.00	86.00	65.00	65.00	65.00	65.00	65.00
Mauritius	Mauritius (MUR)	1500.00	152.40	115.00	52.90	52.90	52.90	52.90
Latvia, Rus	Latvia (LVL)	47.73	5.36	4.28	2.79	2.60	2.50	2.50

ANNEXURE C

UNDERTAKING BY THE BIDDER

1. We agree that the consignments after clearance from airport will directly be delivered to the premises of CBRI Stores at ROORKEE within 3 days of clearance. In case of perishable item, it will be delivered within minimum time with necessary temperature control arrangements LIKE DRY ICE.
2. We agree to pay the customs duty for all consignments at the time of clearance from airport and its reimbursement (excluding courier time) against paid Challan. We shall submit bill along with the paid Challan for reimbursement of customs duty paid.
3. We agree that we shall not claim any demurrage charge, if paid by us at the time of clearance, for the shipments arranged by us.
4. We agree that the house Airway bill number and date and master Airway bill number and date will be intimated to the importer at least two days prior to, arrival at the New Delhi Airport for the purpose of insurance coverage of the consignment.
5. We agree that we shall collect necessary documents required for clearing of consignments by deputing our representative to CSIR-CBRI, ROORKEE as and when required.
6. We agree that we shall submit the original house Airway Bill, Copy of master Airway Bill, Customs Signed Invoice, Bill of Entry both importer copy and Exchange control copy, along with the clearing charge bills.
7. We shall prepare the airfreight bill and transport / delivery charges bills strictly in accordance with the approved rates. Under no circumstances airfreight rates charged by us, shall exceed those specified in the latest issue of IATA Tact Book.
8. We agree to accept the RBI Exchange Rate/ SBI T.T.Selling rate on the date of arrival at India. (Import), for the purpose of calculation of airfreight charges (refer 5.3).
9. In case the cargo is received in shortage/damages condition/short landing cargo, no payment shall be made to CHA till CBRI receives the insurance claim. In such cases we are required 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 CBRI. During inland transportation any loss/damage is the sole responsibility of clearing agent. In that case we have to provide loss/damage certificate immediately.
10. As we shall handle sophisticated and valuable consignment, we shall have to furnish a fidelity bond of Rs. 20.00 Lakhs in favour of Director, CBRI to safeguard the interest of CBRI in the event of any loss to CBRI due to any act of Omission and Commission by us. This should be valid during the period of contract. Director, CBRI will have the discretion to order for the forfeiture of deposit for any breach of contract.
11. In case the cargo is received in shortage/damaged condition/short landing cargo, no payment shall be released to us, till CBRI 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 CBRI.
12. A statement in MS-Word detailing:
 - 12.1 FCA/FOB Shipment Pick up & Clearance details with Name of Supplier, Item Descriptions, and PO No. ETA at Delhi.
 - 12.2 CIF/ CIP Shipments detailing the date of landing, collection of D.O. from Supplier's Freight Forwarder, Clearance & ETA for Delivery to CBRI Stores. Item/ Weight/ Nature of Cargo (Perishable/DRG/ODC/ Purchase Order No.) have to be sent on fortnightly to SO (Stores & Purchase), CBRI, ROORKEE.
13. Custom duty paid by you upto Rs.1,00,000.00 (Rs. One Lakh only)
14. We unconditionally accept all the terms and conditions (GCC & SCC) of the tender document.

SIGNATURE WITH DATE AND.....
RUBBER SEAL OF THE BIDDER.....

ANNEXURE- D

Format : BID SECURITY/EARNEST MONEY DEPOSIT

Whereas _____1 (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 these presents that WE _____ (name of bank) of _____ (name of country), having our registered office at _____ (complete address of bank) (hereinafter called "the Bank"), are bound unto _____ (name of Purchaser) (hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____20_____. 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 Purchaser 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 Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two 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)

1 Name of Bidder

ANNEXURE- E**COMPLIANCE SHEET**

S.No.	Particulars	Confirmation on compliance (Yes/No) If possible, complete details and Page Nos.may be indicated .	Remarks
1.	Details of EMD		
2.	Confirmation on valid GST and PAN (attach copies of the documents)		
3.	Details of valid registration as a freight forwarder/ consolidation agent having valid license for agency of custom clearance (CHA) in its own name (single name) and registered with customs at Mumbai and New Delhi. (Attach copies of the documents)		
4.	Details of foreign collaborators/partners as a registered member of an International agency like IATA, FIATA as Freight forwarder/consolidation agent (attach copies of the relevant documents)		
5.	Confirmation on having the custom clearance facility at Mumbai & Delhi for Air and Sea Cargo		
6.	Confirmation on execution of three similar contracts per year for freight forwarding /consolidation and custom clearance work during the last three financial years in any Govt. Departments /PSUs/CSIR Labs/ public funded autonomous bodies like ICAR/ ICMR / DRDO & Academic Institutions like IITs & Govt.		

	Universities. Information may be provided along with the certificates for the satisfactory completion of the work by the clients.		
7.	Confirmation on turnover of Rs. 1.0 Crore per year during the last three years (Attach copies of the last three financial years Balance sheet duly certified by CA)		
8.	Confirmation on handling minimum 200 consignment clearance during the last three years as FF/CA or CHA		
9.	Confirmation on submission of PBG of Rs. 2.0 Lakh and fidelity bond of Rs. 20 lakh, in case of successful bidder.		
10.	Confirmation on deposit of 1.0 Lakh Custom duty on single case at their own level		
11.	Are you agreed with all other Terms and Conditions of the tender document. If not, please mention the same clearly in the remarks column.		

Annexure-F

PERFORMANCE SECURITY FORM

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,

.....

WHEREAS

(name and address of the supplier) (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 (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

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

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, Name & Address of the Issuing Branch of the Bank

Note: Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.