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TENDER ENQUIRY (BIDDING) DOCUMENT
FOR
CUSTOMS HOUSE AGENT (CHA)

Tender Enquiry No. NML-FG/SNP-CHA/5-21, Date: 12.08.2021

The Bidding Document includes the following Sections:

Sl. No.	Section	Page No.
1	Section A: Invitation for Bids	2-3
2	Section B: Terms and Conditions	4-13
3	Section C: Standard Forms	14-20

Note: As we are required to print the complete Bid submitted by a bidder, please upload only those documents/forms which are relevant to this Tender. Re-uploading the bidding document published by us is not required. Kindly cooperate with us in saving the environment by reducing the requirement of printing.

Section A: Invitation for Bids

Director, CSIR-National Metallurgical Laboratory (CSIR-NML), Jamshedpur (India), invites tenders from Customs House Agents for the service listed below:

Sl. No.	Tender Enquiry No. & Date	Description of service	Tenure/ Duration	Single/ Two-Bid	Bid Security/ EMD (in Indian Rupees)
1	NML-FG/SNP-CHA/5-21 dated 12.08.2021	Contract for Customs House Agent (CHA)	2 Years	Two-Bid	Bid Security / EMD is not applicable. Instead, submit Bid-Securing Declaration Form.

Instructions to Bidders for Bid Submission:

QUOTATIONS ARE TO BE SUBMITTED IN TWO PARTS

ENVELOPE-1 (Technical Bid) should contain:

- Copies of documents required in support of eligibility.
- Statement of compliance in the following format.
- A signed copy of the undertaking by the bidder.

CSIR-NML's Terms & Conditions	Compliance by CHA	Deviation/Remarks If Any

Note:

Merely copying CSIR-NML's terms and writing 'Yes' in compliance will not suffice. Please enclose supporting documents wherever required. Similarly documents in support of the stated claims may also be separately requested by CSIR-NML by giving a notice of 2 days at any point of time during the evaluation process and before the opening of the price bid failing which the offer shall be rejected.

ENVELOPE-2 (Price Bid) should contain:

- 'Price Schedule Form' duly enclosed with this bid document. All columns MUST be filled legibly and the page must be duly signed / stamped by the authorized signatory.
- Copies of latest IATA Rate Chart (as per TACT book).

Both Part One – Technical Bid (Envelope-I) and Part Two – Price Bid (Envelope-II) shall be contained within the main envelope marked **QUOTATION IN RESPONSE TO CSIR-NML's ENQUIRY NO. NML-FG/SNP-CHA/5-21 and Due Date: 15.09.2021 at 3.30 p.m. (IST) FOR APPOINTMENT OF CUSTOMS HOUSE AGENT (CHA).**

Note:

- Rates so quoted shall be considered fixed for two years except revision of statutory levies or levy of new charges/duties, subject to production of copies of relevant notifications.
- Conditional rates and discounts will not be accepted and the offer shall be summarily rejected as commercially non-responsive. If rates etc. are not mentioned in the desired format, offers shall be rejected summarily.
- Where port of shipment is not mentioned, air freight not exceeding Air-India freight from that port of shipment to Kolkata / Mumbai, as the case may be, shall be admissible.

1. The bidding document can be downloaded free of cost from the following portals: (a) <https://etenders.gov.in/e procure/app> (b) <http://www.nmlindia.org/stores-purchase-tenders>. All bidders need to enroll themselves on the Central Public Procurement Portal (<https://etenders.gov.in/e procure/app>) to participate in the tendering process. **Online Bids (e-tenders) must be received through the above Central Public Procurement Portal prior to the deadline for submission of bids.** Bids received by post/fax/email/offline shall not be accepted.

2. Bidders are requested to regularly visit the websites. Any modifications in tender enquiry will be intimated by corrigendum through the above websites only and no separate Notification will be issued.

3. The Director, CSIR-National Metallurgical Laboratory (CSIR-NML), Jamshedpur (India), reserves the right to accept or reject any bids or accept all tenders either in part or in full or to split the order, or to annul the bidding process without assigning any reason.

4. Critical Dates and Time:

Bidding Document Publishing Date and Time	12.08.2021	18.30 Hrs.
Document Download Start Date and Time	12.08.2021	18.30 Hrs.
Seek Clarification Start Date and Time	12.08.2021	18.30 Hrs.
Seek Clarification End Date and Time	16.08.2021	18.30 Hrs.
Bid Submission Start Date and Time	21.08.2021	09.00 Hrs.
Bid Submission End Date and Time	15.09.2021	15.30 Hrs.
Bid Opening Date and Time	16.09.2021	15.30 Hrs.

N K Singh
Controller of Stores & Purchase
CSIR-NML, Jamshedpur

Section B: Terms and Conditions

Eligibility Criteria (clause 1.1 to 1.11): Quotations of only those Bidders who fulfill the following Eligibility Criteria as mentioned from clause **1.1 to 1.11** shall be considered. Necessary documents in this regard must be enclosed with the **Technical Bid**, failing which; the bid shall be summarily rejected.

- 1.1 The Bidder should have valid **Consolidation & CHA Licenses in their own name (single name)**. Bidders not having these qualifications need not apply. Copies of documents evidencing this must be enclosed with Technical Bid.
- 1.2 The Bidder should be registered member of **IATA or FIATA** and must have an office located in Kolkata/Jamshedpur.
- 1.3 The Bidder should be certified under **ISO 9001** (2000) etc., quality system certification.
- 1.4 The bidder should have the facility for Customs clearance at Kolkata, Mumbai, Chennai & New Delhi both for Air & Sea Cargo and Foreign Post Office. The Bidder must be registered in Customs in all these places.
- 1.5 The Bidder should have successfully executed at least one(1) similar contract with performance certificate for freight forwarding and custom clearance work during the last three years i.e., 2018-19, 2019-20 and 2020-21 in any Govt. Department / PSU / CSIR LABS / Public Funded Autonomous Bodies like ICAR / IIT / ICMR / DRDO, ISRO, etc. Documentary evidences about satisfactory completion of the work Certificates of the Client must also be enclosed with their complete mailing addresses and telephone numbers.
- 1.6 **BALANCE SHEET OF THE BIDDER FOR PREVIOUS THREE YEARS (2017-18, 2018-19 and 2019-20). MUST BE ENCLOSED certified by chartered accountant evidencing min. Annual Turnover of Rs.1.5 Crores along with credit worthy certificate from their bankers.**
- 1.7 Local office and name of the authorized person of Bidder stationed at **KOLKATA / JAMSHEDPUR** (Name, Contact No. & Address).
- 1.8 The bidder should have the experience of having customs cleared consignments for the past 5 years at Kolkata Customs (Air & Sea) on their own license. Necessary document regarding customs clearance license with Kolkata Customs may please be enclosed with the Technical Bid.
- 1.9 **CSIR-NML will not pay any demurrage charges under any circumstances. A certificate may be provided mentioning that demurrage charges, if any, would be borne by the bidder.**
- 1.10 The bidder must not have poor service record in the past. Poor service record for the purposes of this tender would mean "the bidder must not have incurred 5 (Five) demurrage clearance cases for any particular organization in any one financial year of Govt. of India/Autonomous body. Poor service record may be one of the main/sole reason for rejection of a firm from technical & price evaluation.
- 1.11 The bidder has not been banned/black-listed by any of the CSIR Laboratories.

2.0 Scope of Work: The scope of the consolidation-cum-clearance contract is detailed below.

2.1 Consolidation

- 2.1.1 Consolidations of the consignments being Imported from Gateway Airports in the Country of CSIR-NML's Supplier/s.
- 2.1.2 Complete Monitoring and Supervision of the movement from the date of order/LC and regular feedback on the progress of Shipment to CSIR-NML. 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. **CSIR-NML will not pay any demurrage charges under any circumstances.**

- 2.1.3 To provide timely information (pre-alert) regarding dispatches and other relevant Information to CSIR-NML, Jamshedpur via E-mail (Weight/ P.O. No. / No. of Packages/ Supplier etc./ Type of Cargo (Perishable/ DGR, ETD, ETA, etc.)
- 2.1.4 To facilitate specialized packing (as required) of all kinds of materials as per the IATA specifications and international packing standards.
- 2.2.5 Clearance and transportation of all consignments including voluminous and heavy packages, dangerous and hazardous materials, over dimensional consignment including radioactive and perishable items.
- 2.1.6 Prompt communication through Telephone and Email etc. to ensure quick clearance.
- 2.1.7 Any other service needed regarding consolidation (as required).

2.2 Clearance:

- 2.2.1 Customs clearance of imported consignments from International airports of Kolkata, Chennai, New Delhi or Mumbai /ICD/Foreign Post Office and filing of BOE for CSIR-NML, Jamshedpur shipments (both import and export).
- 2.2.2 The clearance of consignments comprising precious and delicate type of equipments, Instruments and other special type of materials, including Perishable items, dangerous goods (DGR) and ODC shipments.
- 2.2.3 Collection of all documents related to Imports / Exports from different locations (Purchase/Stores Section):
- Custom clearance of the consignment including all the stages of customs clearance
 - Obtaining Non-delivery certificate/short landing certificate in case materials are short delivered by IAAI, or airlines and lodging of claims with them immediately on behalf of the Director, CSIR-NML, Jamshedpur.
 - Arranging insurance survey at Airport/IAAI/Sea Port in case of damages to the consignment.
- 2.2.4 Any other job in connection with the clearance of goods from Customs.
- 2.2.5 Clearance of Post Parcels from Customs/Foreign Post Office, & delivery to CSIR-NML, Jamshedpur.
- 2.2.6 Arranging safe delivery of consignments after customs clearance to CSIR-NML, Jamshedpur.
- 2.2.7 Follow-up of cases of recovery of any excess Customs duty paid till recovery.

2.3 Exports

- 2.3.1 Export for repairs, which will be re-Imported after repairs.
- 2.3.2 Export of equipments for replacement.
- 2.3.3 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.

2.4 Demurrage charges

Demurrage charges will not be paid under any circumstances for the consignments coming under own console. However, demurrage charges will be paid at actual for the consignments coming through other console. The CHA is required to arrange immediate customs clearance without any delay on his part.

3.0 Price Schedule

The bidder shall fill in the **Price Schedule** form duly signed and stamped, enclosed with the Price Bid.

3.1 Airfreight Charges

3.1.1 The bidder must charge the freight charges on the basis of IATA rates which are fixed by IATA. The firm must offer a single and fixed discount on these rates which should be “in percentage (%) only” from all countries, failing which, they would be summarily rejected. The discount should be based on the latest tariff issued by IATA and must be applicable to all weight slabs. The firm and fixed discount rate should be indicated separately for

- 01. Normal consignment (coming under console); and
- 02. ODC, dangerous, hazardous, radioactive and perishable items (not coming under console).

3.1.2 All other statutory charges on Air freight / Sea Freight will be reimbursed at actuals against supporting vouchers. Statutory Charges are charges levied by Airline/Airport Authority or Government in their Sovereign Capacity, which includes:

- (01) IAAI charges;
- (02) Fuel Surcharge;
- (03) Security Surcharge; and
- (04) Port charges

The consolidation-cum-clearance agent has to provide MAWB, Cargo Manifest & HAWB (in original) for all individual import cases. These charges should be supported by the circulars issued by the concerned authorities.

3.1.3 The rates must be quoted according to the format only; otherwise quotation will be rejected. **D.O. charges on consignment coming under own console shall not be paid. DO charges for other consolidation will be paid at actuals against supporting voucher.**

3.1.4 The Bidders must have their own arrangements of warehousing, Insurance, pick-up and delivery within the country and also in the exporting country. Details of these facilities in India should be given for proper evaluation.

3.1.5 For odd dimensional shipment, only those packages where the size exceeds the standard pallet dimensions as given below would be treated as ODC i.e., Odd- Dimensional Cargo:

Length	-	259 cms (102 inches)
Width	-	307 cms (121 inches)
Height	-	165 cms (65 inches)

This is as per the guidelines mentioned in the IATA Tact Loading Charts for oversized cargo.

3.1.6 For dangerous goods the freight forwarded while charging on the bill will have to mention the classification of item as per dangerous goods list as mentioned in the IATA Dangerous Goods Manual.

3.2 Clearance Charges

3.2.1 The bidder must indicate the fixed charges for filing a Bill of Entry. This charge shall include all expenses required to be incurred for the purpose of clearance which may include examination fees, unpacking & re-packing charges, handling charges, etc. No other expenses towards clearance shall be payable by CSIR-NML, Jamshedpur under any circumstances. This rate should be firm and fixed for any consignment whether dangerous, ODC, hazardous, radioactive, perishable, etc. All consignments cleared at Kolkata shall be required to be delivered at CSIR-NML Stores, Jamshedpur without any extra cost towards transportation charges. However, transportation cost from Kolkata to Jamshedpur shall be payable extra at actual (against supporting vouchers) per consignment as per Sl. No.7 of Price Schedule. The applicability of the transport charges shall be assessed on the basis of gross weight only.

4.0 Bid Evaluation Criteria

4.1 The Price Bids of the technically qualified bidders (meeting the eligibility criteria as stipulated above in Sl. No.1.1 to 1.11) will be opened, under intimation to the bidders; the contract will be awarded to the Lowest Evaluated Responsive Bidder who shall secure minimum total score as per Price Schedule for consolidation, freight forwarding, customs clearance and transportation charges.

5.0 CONTRACTUAL OBLIGATIONS

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

- 5.1 Import / Export can be from/to any country. The IATA rates and discounts shall be applicable uniformly.
- 5.2 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 event of non-availability of invoice or other relevant papers, if consignments incur demurrage or penalty, the Bidder shall be solely responsible.
- 5.3 Pre-shipment advises must be intimated well in advance (48 hours prior to shipment) through Fax / E-mail to CSIR-NML to facilitate obtain BRO wherever required.
- 5.4 The Bidder will pay all the charges of customs clearance including Customs Duty up to **Rs.10,00,000/- (Rupees ten lakhs only) per consignment (shipment)**, Airfreight/Sea-freight charges, clearing charges and transportation charges, wherever applicable. The same will be reimbursed after receipt of the consignment in CSIR-NML Stores on submission of pre-receipted bill in duplicate addressed to the Director CSIR-NML, Jamshedpur along with the relevant documents as a proof for which payment is charged e.g., MAWB, HAWB, Bill of Entry, CD Challan, Freight bills, etc.
- 5.5 The payment of Airfreight, Customs duty and clearance charges, etc. will not be made if the consignment is in damaged condition both externally or internally. However, the payment will be released only after the amount is recouped from the insurance company. CSIR-NML will not bear/pay any demurrage charge on account of any delay in clearance attributable to clearing agent or their freight forwarder.
- 5.6 Any kind of loss or damage to the consignment from abroad to our warehouse will be your responsibility for recoupment. However, necessary documents on this account (to be prepared by CHA) will be signed by us in the capacity of consignee/importer. The insurance claims, if any must be followed up with the concerned insurance company till final settlement.
- 5.7 The weight for the purpose of clearance from airport will be the "Chargeable Weight" of the consignment.
- 5.8 Only airfreight charges and transportation charges, if applicable in addition to statutory levies / taxes, insurance charges and fixed charges for filing Bill of Entry would be paid.

6.0 General instructions, information and conditions

6.1 Airfreight Charges

All forwarders are to charge the freight charges on the basis of I.A.T.A. rates which are fixed by I.A.T.A TACT Card. The latest version of IATA rates from respective country of import should be considered as the reference, while offering discount on forwarding/consolidation rates. Under no circumstances should these rates be more than those specified in latest / IATA tact book. The Bidder should furnish an undertaking to this effect on their letterhead. The consignment should be shipped in the first available console of the Airline to Kolkata International Airport.

- 6.2 The Bidder, in the price schedule should offer a fixed single standard/flat discount on IATA rates, which should be 'In Percentage' only, applicable for all countries and all weight slabs. The offers of the Bidders will be evaluated on the basis of the percentage of discount and not on individual rates for weight slabs from different countries. **Offers/bids with discounts subject to any conditions imposed by the bidder or in any other format will be rejected outright.**
- 6.3 The exchange rate as notified by customs for imports as per RBI Exchange Rate/SBI T.T. Selling Rate prevailing on the date of filing Bill of Entry of shipment at the International Airport of India, will be applicable.
- 6.4 The successful Bidder will have to submit a **Performance Bank Guarantee for Rs.5,00,000/- (Rupees Five Lakhs only)** from a scheduled bank as security, which should be valid at least for 26 months (two years of contract + two months) from the date of contract. The same Bank Guarantee will be returned after completion of 26 months subject to fulfillment of contractual obligations & No dues to CSIR-NML from

the CHA. No interest would be paid on Bank Guarantee. The Director, CSIR-NML will have the discretion to invoke the provisions of the Performance Bank Guarantee for any breach of contract.

- 6.5 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 CSIR-NML Stores, Jamshedpur. The inland handling/forwarding charges up to nearest gateway Airport in the supplier country shall be paid by CSIR-NML, Jamshedpur at actual but the Agent must obtain prior approval of Ex-Works Charges as per Incoterms from CSIR-NML (in writing).
- 6.6 FCA/FOB shipments:** Many orders are placed with foreign suppliers on FOB / FCA basis. CHA's console airfreight rates must be based on FOB / FCA shipments i.e. from shipping Airports in the exporting country to Kolkata Airport.
- 6.7 CIF / CIP Shipments:** Only D.O. Charges (when not on own console), fixed Bill of Entry charges and statutory levies will be paid by CSIR-NML for CIF/CIP Shipments. Transportation charges from Kolkata airport to CSIR-NML Stores, if applicable will be paid at actual.
- 6.8** Bank release order (for consignments against irrevocable letter of credit) will be delivered only after its receipt from the bank. Custom clearance should be initiated without waiting for bank release order. The invoice towards consolidation & clearance charges along with the Bill of Entry (BOE), copies of HAWB, MAWB & Cargo Manifest in respect of all shipments must be sent to CSIR-NML within 7 working days of custom clearance.
- 6.9** Even in the case of any dispute, the consignment shall be cleared by the agent and handed over to CSIR-NML pending the settlement thereof.
- 6.10** The efficiency and performance of CHA will be judged by us on following aspects:
- 6.10.1** Customs clearance without DEMURRAGE CHARGES and Safe Delivery to CSIR-NML Stores, Jamshedpur.
- 6.10.2** Coordinating with Customs/Carrier and obtaining Cargo Arrival Notice within 24 Hrs. of landing at Kolkata Airport and forwarding the same to CSIR-NML, Jamshedpur.
- 6.10.3** After collection of Documents from CSIR-NML, Jamshedpur and customs clearance of the consignment within free period; Delivery to CSIR-NML Stores, Jamshedpur, must be made immediately.
- 6.11** The Bid must contain names and addresses of all associates located in different countries for each gateway international airport detailing their Telephone number and E-mail ID of the contact persons.
- 6.12** The successful Bidder will have to give an undertaking that no consignment of CSIR-NML will be detained / withheld by them before or after the customs clearance under any circumstances.
- 6.13** The Bidder must intimate CSIR-NML well in advance (48 Hrs./pre-alert advice), BEFORE the date of arrival of the consignment with the house Airway bill and master Airway bill numbers and collect all documents required for clearance from CSIR-NML, Jamshedpur. The Bidder shall be held responsible for any delay in customs clearance, not completed within the free period. The successful tenderer would have to provide an undertaking that "no demurrage charges would be incurred in clearance of consignments and in case demurrage is incurred then it would be fully absorbed by the CHA". Similarly, the Bidder shall have to make good to CSIR-NML, Jamshedpur any loss incurred due to negligence or failure on their part to take prompt action in finalization of BOE and clearance of consignment.

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-NML, Jamshedpur, if required in certain cases.

Safe Custody of the Consignment cleared is the responsibility of the Bidder until It Is delivered to Stores, CSIR-NML, Jamshedpur.

- 6.14** 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-NML, Jamshedpur 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-NML, Jamshedpur.

6.15 The successful bidder shall have to bear the applicable customs duty upto **Rs.8,00,000/- (Rupees eight lakhs only)** per consignment on behalf of CSIR-NML. This amount will be reimbursed to the successful bidder within 20 days of claim. In case the amount of Customs Duty is more than Rupees Eight Lakhs for any consignment, then the successful Bidder shall intimate CSIR-NML about the amount of CD involved in advance so that the customs duty can be arranged well in advance prior to landing against Intimation and advance Bill of Entry copy from the Agent. Any delay in intimating CSIR-NML about the duty payable shall be to the account of successful bidder. No plea on account of delay in arranging the customs duty shall be accepted.

6.16 In case the cargo is received in damaged condition/short landing, payment shall not be released to the Bidder till CSIR-NML 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 liner and lodge necessary claim with the concerned authorities under intimation to CSIR-NML and follow up on regular basis till final settlement of the insurance claim.

6.17 Code of Integrity

6.17.1 The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

6.17.2 **Code of integrity for Public Procurement:** The Purchaser as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

i) **"corrupt practice"**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

ii) **"Fraudulent practice"**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

iii) **"anti-competitive practice"**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

iv) **"Coercive practice"**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

v) **"conflict of interest"**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and

vi) **"Obstructive practice"**: materially impede the purchaser's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators

and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser's Entity's rights of audit or access to information;

6.17.3 **Obligations for Proactive disclosures**

i) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and

ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;

iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser.

6.17.4 **Punitive Provisions**

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

i) **If his bids are under consideration in any procurement:**

- a) Forfeiture or encashment of bid security;
- b) Calling off of any pre-contract negotiations; and
- c) Rejection and exclusion of the bidder from the procurement process.

ii) **If a contract has already been awarded**

- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
- b) Forfeiture or encashment of any other security or bond relating to the procurement;
- c) Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.

iii) **Provisions in addition to above:**

- a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
- b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
- c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

6.18 Penalty Clause: Director, CSIR-NML reserves the right to deduct penalty @ 0.5% per week of FCA / FOB price (As per INCOTERMS), for delay in consolidation and Airfreight / Sea shipment of CSIR-NML shipments and delivery to Stores, CSIR-NML, Jamshedpur. (Maximum penalty shall be 10%) The period for this will be calculated after 30 days, from the date of intimation by supplier about the readiness of the consignment for shipment.

6.19 The service provider will ensure that correct nomenclature and the HS CLASSIFICATION AS PER EXTANT ITC / Customs Notification is mentioned in the BILL OF ENTRY.

7.1 % (Percentage) Discount quoted in the Price Bid (**Price Schedule**) must be mentioned in figures and words.

7.2 No Bidder is permitted to withdraw or modify the bid submitted after opening.

7.3 Incomplete Bid and conditional Bid will be rejected.

- 7.4 **Bids received after the due time (delayed) and due date (late) will not be considered.**
- 7.5 **The bids should be valid for a minimum period of 180 days from the date of Bid opening.**
- 7.6 The Director, CSIR-NML, Jamshedpur reserves the right to accept or reject any or all the Bids received without assigning any reason.
- 7.7 The Director, CSIR-NML, Jamshedpur reserves the right to terminate the contract within one month giving prior notice at any time on finding the service unsatisfactory or on any **breach of contract**.
- 8.0 **Documents**
- The Technical Bid should contain the following documents (8.1 to 8.10)**
- 8.1 Forwarding Letter on your Letter Head addressed to the Controller of Stores & Purchase, CSIR-NML, Jamshedpur indicating the local office and name of authorized person at Jamshedpur / Kolkata.
- 8.2 Copy of Customs Authorized Clearing License (**CHA**) in their own name registered with Customs at Kolkata, Chennai, Mumbai and New Delhi.
- 8.3 Copy of **IATA or FIATA Membership**.
- 8.4 Copy of ISO 9001 (2000) Quality Management System Certification.
- 8.5 Copy of GST Registration Certificate.
- 8.6 The list of the Customers (with their full address), e-mail and telephone numbers where similar nature of services were rendered during the last three years i.e., during 2018-19, 2019-20 and 2020-21 (**see Clause 1.5**) with Certificate of Successful Completion from the customers.
- 8.7 The completed compliance statement showing acceptance of the terms and conditions as per this tender.
- 8.8 Copy of Consolidation License/Certificate in their own name.
- 8.9 Balance sheet of the Bidder for previous three years (2017-18, 2018-19 and 2019-20) must be enclosed certified by chartered accountant evidencing **Min. Annual Turnover of Rs.1.50 Crores** along with credit worthy certificate from their Bankers.
- 8.10 Format for Declaration by the Bidder for Code of Integrity & Conflict of Interest.
- 8.11 **The Price Bid (Financial bid) should be in a sealed cover containing the price schedule duly filled-in for evaluation. Bids not meeting these criteria will be rejected.**
- 8.12 **Location of Customs House Agent (CHA):** Most of the consignments will be shipped to and cleared in Kolkata Airport. Therefore the CHA should have customs clearance arrangements in Kolkata. CHA must also have clearing operations in Delhi and Mumbai also as some shipments are required to be cleared from these cities. CHA should have facilities to also undertake clearance and delivery of post parcels as and when required by CSIR-NML.
- 8.13 **Re-export and re-import:** CHA may be required to **re-export** certain items for repairs or replacement, which may be re-imported after repair. CHA should undertake completion of all the formalities with the customs authorities for this purpose.
- 8.14 **Excess remittance of Customs duty:** CHA is required to actively follow-up cases of recovery of excess duty paid to customs.
- 8.15 **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.
- 8.16 **Forwarding/Consolidation facilities abroad:** CHA should have network of cargo forwarding / consolidating agents in at least 20-25 countries like USA, UK, Germany, Japan, France, Switzerland,

China, Malaysia, Hungary, Hong Kong, Canada, Norway, Sweden, Austria, Ireland, Singapore, Denmark, Italy, The Netherlands (Holland) etc. Rates for forwarding / consolidation should be specified with reference to the Air India - IATA rates from respective countries of import to Kolkata airport. Where Air India flights are not available then 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. Under no circumstances should these rates exceed than those specified in latest issue of the IATA Tact Book. **CHA should submit an undertaking to this effect on its letterhead.**

- 8.17 Collection of gift/free sample:** Sometimes gift/free research samples in the form of materials/metals/iron ore//chemicals etc. are required to be collected from concerned persons in Universities / institutions abroad (US, UK, Germany, Japan, Australia etc.). CHA will have to arrange pick up of these samples from respective destinations to Kolkata airport and its delivery to CSIR-NML, Jamshedpur after customs clearance.
- 8.18 Inspection Facility:** CHA shall, if required by CSIR-NML, 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).
- 8.19 Inspection of packages and insurance survey:** It is incumbent on CHA 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-NML for arranging an Insurance Surveyor for surveying the consignment. **CHA will pay fee of the Surveyor and bear expenses for carrying on the survey and the expenditure will be reimbursed to CHA on submission of valid receipts.**
- 8.20 Delay in filing documents:** CHA shall be responsible for any delay in filing BE with customs authority and/or not notifying CSIR-NML 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 CHA will have to borne by CHA. Further, CHA will have to make good loss/damage, if any, suffered by CSIR-NML on account of delay due to deficiency or negligence of service attributable to CHA in filing BE and/or clearance of consignments.
- 8.21 CHA not blacklisted or in dispute relating to service with any organization:** CHA should not have been blacklisted by any Government organization. CHA 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.
- 8.22 Non-interruption of service:** Should any dispute of any nature arise, CHA shall continue its services as provided in this contract, if required by CSIR-NML, during pendency of the dispute.
- 8.23 Submission of bills:** CHA shall tender, by post/hand, pre-receipted bills once in every week for service provided to CSIR-NML. Bills should be in letterhead of CHA and in the format prescribed by CSIR-NML. 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-NML. Incidence of storage/demurrage charges attributed to oral/verbal queries of customs authorities shall not be claimed by CHA.
- 8.24 Continuation of services during pendency of payment of bills:** CSIR-NML will make every effort to arrange payment of bills within 30 to 45 days of receipt. If payment is delayed beyond 45 days for any reason, the CHA shall NOT STOP clearing consignments and their delivery at CSIR-NML. CHA should have adequate financial standing to continue clearance activities during pendency of payment of bills.
- 8.25 Short-listing and tenure of contract:** Tenderers 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 two years, which may further be extended, curtailed or re-negotiated depending upon the performance of the CHA.

8.26 It is specifically made clear and understood that this contract shall not vest exclusive rights to the CHA to provide services to CSIR-NML during the tenure of this contract. Notwithstanding this agreement, CSIR-NML may utilize the services of one or more other agencies for obtaining one or more or all and/or such other services enlisted under this contract.

8.27 The Director, CSIR-NML 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 **Jamshedpur** only.

8.28 Arbitration:

All disputes will be referred to Director General, Council of Scientific & Industrial Research (CSIR), New Delhi for arbitration. The decision of Director General, CSIR will be final and binding on both supplier and customer (CSIR-NML).

- a) CSIR-NML and the supplier 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.
- b) If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then CSIR-NML or the Supplier 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.
- c) In case of Dispute or difference arising between CSIR-NML and a domestic supplier 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.
- d) The venue of the arbitration shall be the place from where the purchase order or contract is issued.

8.29 Applicable Law: The contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be resolved within Jamshedpur, Jharkhand jurisdiction only.

The sealed envelope containing the Bid must be **superscribed** as under:

“QUOTATION IN RESPONSE TO CSIR-NML’s ENQUIRY NO. NML-FG/SNP-CHA/5-21 and Due Date: 15.09.2021 at 3.30 p.m. (IST) FOR APPOINTMENT OF CUSTOMS HOUSE AGENT (CHA).”

The Director, CSIR-NML, Jamshedpur reserves the right to accept or reject partly or wholly any bid without assigning any reason whatsoever. Also, CSIR-NML reserves the right to award the contract either for freight forwarding & customs clearance or for freight forwarding, customs clearance and transportation of the goods from Kolkata to CSIR-NML, Jamshedpur.

N K Singh
Controller of Stores & Purchase
CSIR-NML, Jamshedpur

Section C: Standard Forms

PRICE SCHEDULE FORM

**(THIS FORMAT IS TO BE SUBMITTED DULY FILLED-IN ALONG WITH THE PRICE BID)
PLEASE DO NOT LEAVE ANY COLUMN BLANK**

Sl. No	Item / Job Description	Percentage of Assessable Value of Consignment	Amount (Rs.)	
			Minimum	Maximum
01	Percentage of Agency commission / attendance Charges on Assessable Value. At Kolkata Airport		Minimum	Maximum
02	Re-export Agency Commission (Repair / Replacement Cases)		Minimum	Maximum
03	Percentage of Agency Commission / attendance Charges on Assessable Value at Sea Port at Kolkata. Service Charges would be paid on agency Commission at applicable rates.		Minimum	Maximum
04	CMC / EDI Charges, Documentation Fee, BE filing etc. (consolidated)			
05	Customs Examination, Sealing, Repacking, Crane/Forklift Charges/T.P Charges, Telephone/Fax Charges (consolidated) : a) Up to 200 kg items. b) More than 200 kg items.			
06	DO Charges.			
07	Transportation from Kolkata Airport / Seaport to CSIR-NML & Door Delivery Charges. (See Note below)	a) Small Consignment on per kg. basis (tems not requiring medium truck / full truck)		
		b) Medium Truck		
		c) Full Truck / Lorry		
IMPORTANT : Handling of equipments and other items is crucial even within CSIR-NML so that they can be delivered at the right place. These are highly sensitive and costly scientific equipments and require delicate & professional handling.				
08	Transportation from Kolkata Airport/Seaport to CSIR-NML Stores.			
09	Discount Offered on Standard IATA Rates (For Forwarding Cases Only) Any Charge in shipping country will NOT be paid separately for FCA (Int. Carrier) INCOTERMS orders. (IATA chart from different locations to be provided) a) Fuel & Security Surcharge. b) Security of war surcharge.			
10	Basis of Selection: 1) Discount provided on IATA Rate. 2) Agency Commission (%) 3) Existing Contracts with CSIR Labs or other Scientific organizations like BARC, DRDO, DOS, DAE.			

NOTE:

- All Charges should be quoted on per consignment/shipment basis.
- Consignments will have to be delivered, as far as possible, during OFFICE HOURS (9:15 AM TO 5:45pm). Radioactive items should be handled following proper safety precautions.
- Manpower for Loading/unloading will have to be arranged by CHA. Equipments/items may be required to be moved upto 3rd floor. Handling of heavy items may require a larger labour force. Safety of the equipment and the persons involved in doing so will be CHA's responsibility. CHA has to arrange location survey in advance.
- CHA has to provide MAWB, Cargo manifest & HAWB (in original wherever applicable) for all individual import case. These are required as per the directives of CSIR.

SIGNATURE OF THE AUTHORIZED PERSON WITH THE SEAL OF THE FIRM

UNDERTAKING BY THE BIDDER

01. We agree that the consignments after clearance from airport will directly be delivered to the premises of CSIR-NML Stores, Jamshedpur immediately. In case of perishable item, it will be delivered within minimum time with necessary temperature control arrangements. The services will not be sub contracted to any other agency.
02. We agree to pay the customs duty for all consignments at the time of clearance from airport / seaport and its reimbursement up to a limit of Rs. 8.00 Lakhs (Rupees Eight Lakhs Only) against paid challan. We shall submit bill along with the paid challan for reimbursement of customs duty paid.
03. We undertake to ensure that correct nomenclature and HS classification as per extant ITC/Customs notifications is mentioned in the Bill Entry and the correct product Code (HS) is verified and duty free items as per Customs Tariff Act is cleared without duty.
04. 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.
05. We agree that the house Airway bill number and date and master Airway bill number and date will be intimated to the importer sufficiently in advance prior to, arrival of the consignment.
06. We agree that we shall collect necessary documents required for clearing of consignments by deputing our representative to CSIR-NML, Jamshedpur as and when required on a daily basis.
07. 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 our bills.
08. 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 less the discount.
09. We agree to accept the Exchange Rate adopted for the assessment of Custom Duty on the date of filing Bill of Entry (Import) for the purpose of calculation of airfreight charges.
10. We undertake to arrange for transit insurance of the consignment, if required by CSIR-NML, and pay the insurance premium on 110% of CIF value from any nationalized company covering all transit risks including wars, strikes, riots, civil commotion etc., which would be valid till 30 days after receipt of consignment at CSIR-NML.
11. In case the cargo received is damaged / short landed, then we shall not claim any payment till CSIR-NML receives the insurance claim. In such cases, shortage/damage/not found/not traceable notice would be lodged by us with the airport authorities and obtain necessary certificate from the Airline/ Port authorities for necessary claim with the concerned authorities under intimation to CSIR-NML and also arrange for deputing the insurance surveyor.

During inland transportation, any loss/damage is our sole responsibility. In such cases, we shall provide loss/damage certificate immediately and lodge claim with insurance company and pursue till settlement and further we shall be responsible and accountable for proper safety, care, handling and storage of goods while in our custody.

- 12. We undertake to submit Performance Bank Guarantee for value of Rs.5,00,000/- (Rupees Five Lakhs Only) valid for 26 (Twenty six) months from the date of Contract.
- 13. We unconditionally accept all the terms and conditions of the tender document.

Place :

Date :

Signature of the authorized person of the Bidder :

Name of the authorized person :

Name of the Agent :

Rubber Stamp / Seal :

Bid-Securing Declaration Form

Date: _____
Bid No. _____

To: The Director,
CSIR-National Metallurgical Laboratory, Jamshedpur 831007

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with our terms and conditions.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of: (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To: Director,
CSIR-National Metallurgical Laboratory,
Jamshedpur 831 007,
Jharkhand, India.

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 Bank and address of the Branch

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.

Format for declaration by the Bidder for Code of Integrity & conflict of interest
(On the Letter Head of the Bidder

Ref.No. _____

Date: _____

To

(Name & address of the Purchaser)

Sir,

With reference to your Tender No. _____ dated ____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned in your Tender document and have no conflict of interest.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

a

b

c

We undertake that we shall be liable for any punitive action in case of transgression/ contravention of this code.

Thanking you,

Yours sincerely,
Signature (Name of the Authorized Signatory)
Company Seal

Check List For Technical And Price Bid

Sl. No.	ITEM / CLAUSE	YES / NO
1	Whether the rates have been quoted as per the format enclosed with our tender document?	
2	Whether the attested copies of valid permanent custom license (CHA) in the name of quoting firm applicable in Kolkata/Delhi/Mumbai/Chennai Airport/Seaport enclosed with your quotation?	
3	Whether the list of name and complete addresses of the freight forwarders/associated with Tel/email enclosed for all gateway international airport?	
4	Whether the quoting firm has valid IATA or FIATA membership and copy of certificate has been submitted.	
5	Whether the quoting firm has valid ISO 9001(2000) quality system certification and copy of certificate has been submitted.	
6	Is quoting firm registered with Indian custom house Kolkata/Delhi/Chennai and Mumbai as consol/clearing agent?	
7	Whether the quoting firm has executed at least one similar freight forwarding and custom clearance work during the last three years in any CSIR Lab. Or Govt. Deptt./PSU. Is documentary evidence/certificate about satisfactory completion of the work with these organizations enclosed with their complete mailing address and telephone numbers?	
8	Whether the firm has submitted Bid Securing Declaration Form along with the technical bid.	
9	Whether the firm has submitted Format for Declaration by the Bidder for Code of Integrity & Conflict of Interest.	

Price Bids of only those firms will be opened who fulfill our terms & conditions for technical bid (Refer clause 1.1 to 1.11).

(Signature)
Name of the firm with Stamp