



**Basic Details**

<b>Organisation Chain</b>	Council of Scientific and Industrial Research  CSIO Chandigarh  Purchase-CSIO-CSIR		
<b>Tender Reference Number</b>	CSIO/3(3)2024-PUR		
<b>Tender ID</b>	2024_CSIR_776826_1		
<b>Tender Type</b>	Open Tender	<b>Form of contract</b>	Buy
<b>Tender Category</b>	Services	<b>No. of Covers</b>	2
<b>Payment Mode</b>	Not Applicable	<b>Is Multi Currency Allowed For BOQ</b>	No
<b>Is Multi Currency Allowed For Fee</b>	No		

**Cover Details, No. Of Covers - 2**

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Appointment of agent for consolidation of consignments of import export as per NIT
2	Finance	.xls	Appointment of agent for consolidation of consignments of import export as per NIT

**Tender Fee Details, [Total Fee in ₹ \* - 0.00]**

<b>Tender Fee in ₹</b>	0.00		
<b>Fee Payable To</b>	NA	<b>Fee Payable At</b>	NA
<b>Tender Fee Exemption Allowed</b>	NA		

**EMD Fee Details**

<b>EMD Amount in ₹</b>	0.00	<b>EMD Exemption Allowed</b>	NA
<b>EMD Fee Type</b>	NA	<b>EMD Percentage</b>	NA
<b>EMD Payable To</b>	NA	<b>EMD Payable At</b>	NA

**Work / Item(s)**

<b>Title</b>	CSIO/3(3)2024-PUR				
<b>Work Description</b>	Appointment of agent for consolidation of consignments of import export as per NIT				
<b>Pre Qualification Details</b>	Please refer Tender documents.				
<b>Tender Value in ₹</b>		<b>Product Category</b>	Consultancy Services	<b>Sub category</b>	NA
<b>Contract Type</b>	Tender	<b>Bid Validity(Days)</b>	120	<b>Period Of Work(Days)</b>	45
<b>Location</b>	CSIR-CSIO	<b>Pincode</b>	160030	<b>Pre Bid Meeting Place</b>	NA
<b>Pre Bid Meeting Address</b>	NA	<b>Pre Bid Meeting Date</b>	NA	<b>Bid Opening Place</b>	CSIR-CSIO

**Critical Dates**

<b>Publish Date</b>	29-Oct-2024 06:00 PM	<b>Bid Opening Date</b>	22-Nov-2024 03:30 PM
<b>Document Download / Sale Start Date</b>	29-Oct-2024 06:00 PM	<b>Document Download / Sale End Date</b>	21-Nov-2024 03:00 PM
<b>Clarification Start Date</b>	29-Oct-2024 06:00 PM	<b>Clarification End Date</b>	20-Nov-2024 03:00 PM
<b>Bid Submission Start Date</b>	29-Oct-2024 06:00 PM	<b>Bid Submission End Date</b>	21-Nov-2024 03:00 PM

**Tender Documents**

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	Appointment of agent for consolidation of consignments of import export as per NIT	515.9

  

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)

1	Tender Documents	332024.pdf	Appointment of agent for consolidation of consignments of import export as per NIT	515.9
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**Tender Inviting Authority**

<b>Name</b>	STORES AND PURCHASE OFFICER
<b>Address</b>	CSIR-CSIO, SECTOR 30C CHANDIGARH

**Tender Creator Details**

<b>Created By</b>	Parveen Kumar
<b>Designation</b>	Section Officer
<b>Created Date</b>	29-Oct-2024 04:59 PM

# **NOTICE INVITING TENDER**

**Date & time for submission of Tender : 21<sup>th</sup> November 2024 upto 3.00 P.M**

**Date & time for Opening of Tender : 22<sup>th</sup> November 2024 at 3.30 P.M**

**Tender Enquiry No. 3(3)/2024-Pur**



**CSIR - CENTRAL SCIENTIFIC INSTRUMENTS ORGANISATION  
SECTOR-30, CHANDIGARH-160 030**

**Telephone 0172-2672212 website: <https://www.csio.res.in> e-mail: [spo@csio.res.in](mailto:spo@csio.res.in),  
[parveenky@csio.res.in](mailto:parveenky@csio.res.in)**

## **BID DOCUMENT**

**For**

**“APPOINTMENT OF AGENT FOR CONSOLIDATION OF  
CONSIGNMENTS OF IMPORT / EXPORT SHIPMENTS THROUGH  
AIR & SEA AND CUSTOMS CLEARANCE.”**

**To Be Submitted To**

**The Director,**

**(K/A: Stores & Purchase Officer)**

**CSIR - CENTRAL SCIENTIFIC INSTRUMENTS ORGANISATION  
SECTOR-30-C, CHANDIGARH – 160 030 (INDIA)**

## TENDER

No. CSIO/3(3)/2024-Pur

Dated:29/10/2024

Director, CSIO invites **Tenders** from reputed firms in two-bid system (Technical & commercial) for following services:

SI No	Name of the Service	Enquiry Ref. No.	EMD to be submitted (Rs)
01	TENDER FOR APPOINTMENT OF AGENT (CHA) FOR CONSOLIDATION OF CONSIGNMENTS OF IMPORT/EXPORT SHIPMENTS THROUGH AIR & SEA AND CUSTOMS CLEARANCE	CSIO/3(3)/2024-Pur	<b>NIL</b> <i>(Form 5F – Bid Securing Declaration to be submitted mandatorily along with the bid</i>

**Last date & Time for Submission** : **21.11.2024 upto 03.00 PM**  
**Date/Time for opening of Technical bids** : **22.11.2024 at 03.30 PM**

Director, CSIO reserves the right to accept or reject any or all tenders either in part or in full without assigning any reasons thereof.

**Stores and Purchase Officer**  
**For & On behalf of CSIR**

## **1.0 INVITATION FOR THE BID**

- 1.1 Central Scientific Instruments Organisation (CSIO), one of the premier laboratories of Council of Scientific and Industrial Research (CSIR), invites **Tender in two bid system** for the job of “APPOINTMENT OF AGENT FOR CONSOLIDATION OF CONSIGNMENTS OF IMPORT/ EXPORT SHIPMENTS THROUGH AIR & SEA AND CUSTOMS CLEARANCE” for a period of THREE YEARS subject to renewal on annual performance basis. The Contract may be extended for a period of 1 year with mutual consent, if required.
- 1.2 **There are approximate upto 50 cases of import in CSIO annually. This number should not be taken as a claim/right by the successful bidder.**

## **2.0 Scope of work**

- 2.0 The scope of the consolidation-cum-clearance contract is detailed below:
- 2.1 Customs clearance of imported consignments from international airports of New Delhi from ICD and filing of B/E for CSIO import shipments. It involves all the stages of Custom clearance of the consignment without any penalty or demurrage charges.
- 2.2 Clearance of precious, sensitive and delicate equipments, instruments and other special type of materials, including perishable chemicals, dangerous goods (DGR) and ODC shipments.
- 2.3 Consolidation: On the basis of the instructions given in CSIO’s Purchase Orders, the agent shall contact the supplier abroad and regularly monitor progress, follow-up the orders and make advance arrangement to book the consignment promptly. They Shall check with reference to relevant Purchase Orders and give requisite information particularly in regard to the following before dispatch: -
  1. Weight and Dimension of consignment.
  2. Marks & Number of Parcels/Cases
  3. Purchase Order number
  4. Mode of transport
  5. Airport/Sea Port of Destination mentioned
  6. Whether FOB/FCA, Ex-works, CIF, etc. shipment
  7. Over-dimensional and heavy packages needing special handling arrangements in India.
- 2.4 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 CSIO
- 2.5 Arranging insurance survey at airport/IAAI in case of damages to the consignments.
- 2.6 Any other job in connection with the clearance of goods from customs.
- 2.7 Clearance of post parcels from customs/foreign post office, & delivery to CSIO, Chandigarh
- 2.8 Clearance of consignments from DIAL / ICD Patparganj or customs at Mumbai or any other airport or port and dispatch to CSIO, Stores, Chandigarh.
- 2.9 **File and** Follow-up of cases of recovery of any excess customs duty paid.
- 2.10 It shall be ensured that consolidation of air cargo is done under the correct IATA classification.
- 2.11 Complete monitoring and supervision of the movement from the date of purchase order/LC and regular feedback on the progress of shipment to CSIO in case the consignment is coming under consolidation. In case the pre-alert/advance shipping documents is not received before landing of the consignments the delay in clearance

will be on the part of agent and the amount of penalty & demurrage will be recovered from their bill. **CSIO will not pay any Penalty or demurrage charges.**

- 2.12 To provide timely information (pre-alert) regarding dispatches and other relevant information to CSIO via e-mail/fax (weight/ P.O. No./No. of packages/supplier etc./type of cargo (perishable/DGR).
- 2.13 To facilitate specialized packing (as required) of all kinds of materials as per the IATA/FIATA specification and international packing standards.
- 2.14 Clearance and transportation of special project materials voluminous and heavy packages, dangerous and hazardous materials including radioactive materials.
- 2.15 Prompt communication through telephone and email etc. to ensure quick clearance.
- 2.16 Any other service needed regarding consolidation (as required) and custom clearing.
- 2.17 **Exports:** The contractor shall be required to process all the cases of export of equipments/instruments, wherever required, for repair/rectification/calibration etc. which shall have to be re-imported after performance of such job. All procedural formalities for these exports and re-import with customs/manufacture's freight forwarder/consolidation agents, carrier etc. will be required to be done by the bidder.
- 2.18 The Bidder shall ensure that the trans-shipment of the cargo after break bulk is done to the correct destination to which it is booked. In the event of any cargo landing at wrong destination, the contractor shall take necessary steps for diversion with proper documents to the correct destination with minimum delay, in any case not exceeding a week's time. The contractor shall bear the diversion charges/demurrage charges and other charges, if any.
- 2.19 If material comes to any other Airport, instead of Delhi, Clearance, Transportation, Insurance etc. charges shall be prior approved from CSIO before clearance/shipment.
- 2.20 **Transit Insurance:** From New Delhi Airport to CSIR-CSIO, Chandigarh **or the place as mentioned in the purchase order till safe and sound unloading: The CHA is required to make insurance(110% of consignment value) for each and every consignment.** The insurance, preferably through Govt. Agency, shall be of **110% of the consignment value and failing which any loss to consignment shall be recovered from CHA & PBG/Fidelity bond may be revoked. The insurance charges will be reimbursed as per original receipt.**

### 3.0 Eligibility Criteria

- 3.0 **Eligibility Criteria** quotations of only those bidders who fulfil the eligibility criteria as mentioned below are to be considered and necessary documents in this regard must be enclosed in the envelope containing **technical bid failing which the offer is liable to be rejected.**
- 3.1 The bidder should have valid **consolidation & CHA licenses in their own name (single name)**. Copies of documents evidencing this must be enclosed with technical bid. The bidder should have successfully executed **at least three (3) similar contracts** for freight forwarding and custom clearance work in any preceding years (2021-22, 2022-23 & 2023-24 & Current year) in any govt. department/PSU/CSIR labs/public funded autonomous bodies/ICAR/IIT/ICMR/DRDO in bidding firm name. Documentary evidences about satisfactory completion of the work certificates of the client (in respect of contracts ending in previous years) must also be enclosed with their complete mailing addresses and telephone numbers. The party should also have filed **minimum 50 Bill of Entries** (details of list of number of Bill of Entries should be attached) as CHA agent in each of the preceding two calendar years mentioned above.
- 3.2. The bidder should be an **IATA/FIATA** accredited firm.
- 3.3 The bidder should be certified under **recent** quality system certification i.e. **ISO**
- 3.4 The bidder should have the facility for customs clearance of any type of shipment Mumbai & Delhi. (copy of proof should be attached). **The bidder must be registered in customs at New Delhi.**
- 3.5 **Earnest Money Deposit (EMD):** - NIL (Form 5F, Bid Securing Declaration must be submitted along with the bid.
- 3.6 The bidder must have their 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 (addressed) should be given for proper evaluation.
- 3.7 **The firm that has been blacklisted/suspended for doing business by CSIR/Govt/PSU/Autonomous body for performing the same type of services in the past or at present shall not be eligible to participate in the bidding. An undertaking to this effect must be submitted by the bidder.**
- 3.8 **If the past services of the service provider are not satisfactory, their bid may not be considered for evaluation.**
- 3.9 **In case of bidder's black-listing and pending legal issue in respect of any of CSIR labs/Institute or any other Govt. funded organization, the bidder should inform it to CSIR-CSIO. If there is any pending legal issue, then CSIR-CSIO reserves the right to accept/reject the tender of such bidder.**

**Note: Documents in support of 3.1 to 3.7 must be submitted in the technical bid otherwise the bid shall be rejected.**

#### 4.0 Submission of Bids

- 4.1 The Tender has to be submitted in Two-bid system consisting of two parts. *Part –A of the bid comprising documents in support of “eligibility criteria”, “technical bid”, “earnest money deposit” and check list & part – B “financial bid (As per Annexure B of tender document). Both Part A and Part B of the bids should be in separate sealed envelopes.*
- 4.2 The “part A” of Tender will be opened in the purchase section of the CSIO on the opening day at 3.30 P.M. in the presence of bidders who choose to be present. Part B of successful technically qualified firms will be opened after informing to the qualified bidders.
- 4.3 CSIO will make its decision forward of work based on the eligibility of the bidder to meet its labs/institutes long term needs, technical expertise of the bidder, delivery capability, customer references and price. However, specific criterion used to evaluate bid response is listed in the chapter “instruction to bidders”.
- 4.5 The Director, CSIR-CSIO reserves the right to waive any minor irregularities; accept the whole, accept part of or reject any or all bids.



## 5.0 Price-bid Format & filling instructions

5.1 The bidders are required to fulfil the Price-bid strictly as per the format provided along-with this bid document. The instructions regarding fulfilment of the price-bid is given below in **para 5.2 to 5.4** which may please be understood clearly before submitting **E-Tender**. The Price bid is structured into Two Groups: “**Group A**” and “**Group B**” as per below.

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

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

2. The IATA rates from respective country of import should be considered as the reference, while offering discount on forwarding/consolidation rates. Under no circumstances should these rates be more than those specified in latest IATA TACT book. The bidder should furnish an undertaking to this effect on their letterhead. The consignments should be shipped in the first available console of the airline to Delhi airport.

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

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

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

2. The dry ice charges, in case of perishable shipment shall be paid as per actual quantity at production of receipt at a fixed rate of **Rs. 120/= per KG only.**

3. Some of our shipments by air are on FCA gateway airport (**INCOTERMS 2020/or Latest**) basis, therefore terminal charges, forwarder's fee, charges of loading to carrier in shipping country etc. will not be paid separately.
4. The exchange rate as notified by customs mentioned on the Bill of Entry or the RBI exchange rate/SBI/Nationalized Bank TT selling rate on the date of arrival of shipment at the international airport of India will be applicable.
5. If a bidder feels no discount is required in the charge fixed by CSIO the column should be filled as "0 %" (Zero) while those willing to entirely bear that charge for CSIO, should fill the discount as "100%". In no case the column should be left blank.

**5.4 Inland Transportation and Delivery charges:** The consignments, after clearance from the customs need to be transported from IGI Airport, New Delhi airport (DIAL)/ Mumbai Airport to the CSIR-CSIO Chandigarh (Central Stores) **or the delivery place as mentioned in the purchase order.** The contractor shall be required to perform this service (**which will include loading, transit insurance unloading, dry ice filling etc. under transportation scope.**) Depending upon weight CSIO has made slabs for custom clearance and transportation charges in terms of INR for all types of consignment. **This component has been coded as "Group B" in the price-bid format.** The bidder is required to quote his one single discount in **percentage (%) terms** for all the slabs on the charges fixed by CSIO for transport and delivery to CSIO, Chandigarh which should be inclusive of all charges for all modes of transportation.

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

2. The weight for the purpose of clearance from airport will be the "Chargeable Weight" of the consignment available on the invoice. However, for payment of other charges, towards transportation in India the weight will be the **Gross Weight** as per MAWB / HAWB.

5.5 Please fill up schedule of rates and enclose in price bid as per Annexure A (group A and B) & price schedule as per Annexure B. Evaluation will be made based on the same. **Offer only single discount by mentioning numerical value in group A (0-100 %) and Group B (0-100%). The contract will be awarded on the basis of maximum points earned in Annexure "B" on the basis of Annexure "A"**

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

5.7 The price bids of the technically qualified bidders, (meeting the eligibility criteria as stipulated above in sl.no.3.1 to 3.9) will be opened, under intimation to these bidders, and bids will be evaluated as detailed below.

## 6.0 Evaluation of Bids

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

## 7.0 Contractual obligations

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

- (i) Import can be required from any country and export can be made to any country. Therefore the IATA rates and discounts shall be applicable in all the cases undertaken by the contractor.
- (ii) The contractor will be responsible for the safety of the cargo in all circumstances and handling complete and proper paper whether it may be for import or export of consignment. In the events of non availability of invoice or other relevant paper, if consignments incur demurrage or penalty, the bidder shall be solely responsible.
- (iii) Pre-shipment advises must be intimated well in advance **(48 hours prior to shipment landing in india)**. Fortnightly statement during the next week through fax / e-mail should be submitted invariably to CSIO. The consignments should be shipped in the first available console of the airline to Delhi airport.
- (iv) **The contractor will pay all the charges of import including customs duty including GST up to Rupees 3.00 (Three) lakh per consignment (shipment), airfreight/sea-freight charges, clearing charges and transportation charges etc.** The amount shall be reimbursed to the contractor after receipt of the consignment in CSIO, stores and the receipt of pre-receipted bill in duplicate addressed to Director CSIO, Chandigarh along with the relevant/original receipts/ documents as a proof for which payment is charged e.g. MAWB/HAWB etc. The Custom Duty including GST above Rs. 3.00 lakhs shall be transferred to CHA Online against demand request with supporting documents.
- (v) The payment of **airfreight, customs duty etc. and also transportation charges** will not be made if the consignments are in damaged condition both externally or internally. However, the payment will be released after the amount is recouped from the insurance company. CSIO will not bear/pay any demurrage charge on account of any delay in clearance attributable to clearing agent or their freight forwarder.
- (vi) In case a perishable consignment is damaged due to insufficient dry ice during clearance, bidder shall be held responsible for the complete loss. Agent should ensure for replenishment of Dry Ice.
- (vii) The packing should be as per international packing standards. Recoupment of any kind of loss or damage to the consignment from foreign airport to our warehouse will be **Agents** responsibility. However, necessary documents on this account (to be prepared by Agent) will be signed by us in the capacity of consignee/importer.
- (viii) The weight for the purpose of clearance from airport will be the “Chargeable Weight” of the consignment mentioned in the Invoice / MAWB / HAWB.
- (ix) The bidder shall be required to examine carefully all packages marked for customs examination of each consignments arrived at the airport with respective invoices/packing list etc. Any damage or loss of goods should be brought to the notice of CSIO, Chandigarh 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 CSIO, Chandigarh.
- (x) **Performance Bank Guarantee (PBG):** The successful bidder will have to submit a performance bank guarantee for **Rs.6,00,000.00 (Rupees six lakhs only)** as per the format at Annexure “G” from a nationalized bank as security, which should be valid at least for **38 months (Three year of contract + two months)** from the date of contract. The bank guarantee will be refunded / returned **after completion of 38 months** subject to fulfilment of contracted obligation & no dues to CSIO from the service provider. No interest would be paid on bank guarantee. Director, CSIR-CSIO will have the

discretion to invoke full or partial payment from the Bank against this PBG for any breach of contract.

- (xi) **Fidelity Bond:** The successful bidder shall handle sophisticated and valuable consignment, hence the successful bidder shall have to furnish a fidelity guarantee bond for an amount of **Rs.30.00 lakh (Rupees Thirty lakhs only)** in favour of Director, CSIR-CSIO, Chandigarh to safeguard the interest of CSIO in the event of any loss to CSIO due to any act of omission and commission by the successful bidder for the contract period and extension period, if any. The format of the Fidelity bond shall be provided by CSIO to the successful bidder after the award. **Fidelity bond should be valid at least for 38 months (Thirty Eight Months) from the date of contract.**
- (xii) **Ex-works shipments:** In case the foreign supplier agrees to supply the goods on ex-work basis only, the consignments shall be lifted by the contractor from the foreign suppliers' warehouse for onward shipment to CSIO, stores, Chandigarh via New Delhi airport. **The FOB charges i.e. the inland handling/forwarding charges up to nearest gateway airport in the supplier country shall be paid by CSIO, Chandigarh at actual but the agent must obtain prior approval of the FOB charges from CSIO (in writing).**
- (xiii) All the CIF/CIP other console shipments will also be cleared and transported to CSIO, Chandigarh by CHA. DO charges will be payable on actual basis. All the perishable shipment(s) may be transported immediately and non-perishable shipment(s) should also be transported immediately but **within Seven working days** from the date of clearance. The contractor should send 1 day prior intimation while delivering the consignment to CSIR-CSIO. **The consignment should reach CSIR-CSIO between 10.00 AM to 4.00PM.** In any case, the consignment should not be delivered on Saturday, Sunday and Public Holidays.
- (xiv) Bank Release Order (BRO) for consignments against irrevocable letter of credit will be delivered only after its receipt from the bank. Custom clearance should be initiated without waiting for bank release order.
- (xv) Even in the case of any dispute, the consignments shall be cleared by the agent should be immediately handed over to CSIO, Chandigarh pending the settlement thereof. Loss of any kind on this ground will be borne by the Custom Agent.
- (xvi) The successful bidder must furnish names and address of all associates located in different countries along with their telephone, fax and e-mail numbers of the contact persons
- (xvii) The contractor must intimate CSIO well in advance (**48 hour pre-alert advices**), before the date of arrival of the consignments at IGI New Delhi airport with the house airway bill (HAWB) and master airway bill (MAWB) numbers and **collect all documents required for clearance from CSIO, Chandigarh.** The bidder 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 CSIO, Chandigarh any loss incurred due to negligence or failure on their part to take prompt action in finalization of B/E and clearance of consignment.
- (xviii) The contractor may be required to carry out or arrange to carry out the inspection of the ordered material at the country/port of shipment or suppliers premises on behalf of CSIO, Chandigarh, if required in certain cases.
- (xix) The service provider will ensure that correct nomenclature and the HS (harmonized System of Nomenclature) classification as per extant ITC/customs notification is mentioned in the bill of entry. The correct product code (HSN) may be verified and duty free items as per customs tariff act should be cleared without duty. **CSIR/CSIO is eligible for concessional customs duty (vide customs notification No. 51/96).** If at any stage, it is detected that HSN code is wrong, custom duty paid against the wrong code will be recovered from the Clearing Agent.

**7.2 Efficiency and performance:** Service provider will be judged by CSIO on following aspects:

- (a) Custom clearance without demurrage charges and safe delivery to CSIO, Chandigarh.
- (b) Coordinating with customs, carrier and obtaining cargo arrival notice within 48 hrs landing at New Delhi airport and forwarding the same to CSIO, Chandigarh.
- (c) After collection of documents from CSIO, Chandigarh performing customs clearance of the consignment within free period and delivery to CSIO, Stores, Chandigarh **or the delivery place as mentioned in the purchase order** within 7 days of arrival at the international airport, **failing which Liquidated damage exceeding 7 DAYS of Rs. 2,000/- per day subject to maximum of Rs. 10,000/- will be applicable and deducted from their bills. Perishable consignment should be immediately delivered with proper dry ice arrangement.**
- (d) In case of excess payment due to any reason, will be recovered from the dues or will be refunded by the CHA without any delay/remarks.
- (e) **The insurance for CIP/CIF consignment will be from warehouse to destination Airport/Port basis to be done by the supplier. Therefore, insurance from Airport/Port to CSIO, Chandigarh shall be arranged by CHA and get the reimbursement.**

## 8.0 General Conditions of Contract

**8.1 Definitions:** In this Contract, the following terms shall be interpreted as indicated:

- (i) "Services" means consolidation of consignments of import/ export shipments through air, sea, courier and foreign post office and customs clearance covered under the Contract;
- (ii) "GCC" mean the General Conditions of Contract contained in this section.
- (iii) "The Purchaser" shall mean the The Director, on behalf of CSIO, Chandigarh.
- (iv) "The Contractor" means the individual or firm performing the above "Services" under this Contract.
- (v) "Day" means calendar day.
- (vi) "INCOTERMS 2020 " shall mean International Commercial Terms as published by ICC from time to time, the latest being the one published in 2020AD. All commercial terms such as Ex-works/FOB/FCA/CIF/CIP, etc. shall be governed by INCOTERMS 2020 publication of the ICC.

**8.2 Application:** These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

**8.3 Submission of the bids:** All bids complete in every respect must be submitted before the due date. No extension shall be allowed for any reason what so ever.

**Note: The firms blacklisted/suspended for doing business with CSIR/any Govt/PSU/Autonomous body for the said service need not to participate in the bidding. If the same is detected at any stage the contract will be terminated and security deposited by the firm will be forfeited.**

**8.4 Performance Security:** Within 21 days of receipt of the notification of contract award/purchase order, the Contractor shall furnish performance security for the amount specified in para 7.1 (x) of the contract. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract. The Performance Security shall be submitted in one of the following forms: (a) Indian manufacturers/suppliers or Authorized Indian Agents of the Foreign Principals can submit the performance security on behalf of their foreign principals in the form of Bank Guarantee issued by a Nationalized/Scheduled bank located in India on the format provided in the bidding documents. (b) Foreign Principals can also submit performance security directly in the form of Standby Letter of Credit which must be advised and confirmed by any bank in India located preferably in CSIO, Chandigarh (c) The performance security/Standby LC will be discharged by the Purchaser and returned to the Contractor not later than 60 days following the date of completion of the Contractor's performance obligations, including any warranty obligations, unless specified otherwise in the contract. (d) In the event of any contract amendment, the contractor shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security/SLC, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

**8.5 Transportation:** Where the contractor is required under the Contract to transport the Goods to a specified place of destination within India defined as Stores, transport (including unloading) to such place of destination in India, shall be arranged by the contractor as per Contract.

**8.6 Payment:** The contractor's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Services performed, and by documents, submitted and upon fulfilment of other obligations stipulated in the contract. Payments shall be made promptly to the contractor normally within thirty (30) days after submission of the invoice or claim by the contractor. Payment shall be made to the supplier in Indian currency (INR) through RTGS. Banking details should be available on the Invoice.

- 8.7 Prices:** Prices charged by the contractor for Services performed under the Contract shall not vary from the prices quoted by him in its bid. If found at any stage, the excess amount claimed will be refunded immediately.
- 8.8 Contract Amendments:** No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 8.9 Assignment:** The contractor shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.
- 8.10 Force Majeure:** The contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 8.11 Termination for Insolvency:** The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.
- 8.12 Govt. Levies:** Taxes will be payable extra as per Govt. notifications on proof of payment/bill.
- 8.13** Director CSIR-CSIO reserves the right to terminate contract any time, at any stage without assigning any reasons.
- 8.14** If the services of the service provider are not found suitable due to timely execution or inability to make payment of Custom Duty etc. in advance to Customs, transportation, insurance and IAAI charges etc., the action for termination of contract/holiday listing/suspension/black listing may be initiated by Competent Authority.
- 8.15 Resolution of Disputes:** The Purchaser and the contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- If, after Thirty-One (31) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier/Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- The dispute settlement mechanism/arbitration proceedings shall be concluded as under:  
In case of Dispute or difference arising between the Purchaser and a supplier/contractor 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 Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi. The award of the DIAC shall be final, conclusive and binding on all parties to this order.



**Notwithstanding any reference to arbitration herein,**

The parties shall continue to perform their respective obligations under the contract unless they otherwise agree.

- 8.16** The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.
- 8.17 Applicable Law:** The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction.
- 8.18 Notices:** Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by FAX or e mail and confirmed in writing to the other party's address. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 8.19** All disputes shall be settled in the courts of **Chandigarh Jurisdiction** only.

Sd/-  
(Stores & Purchase Officer)  
For & On behalf of CSIR

**Check List (Eligibility criteria for bidders)**  
(To be submitted mandatorily in Technical Bid)

Sr. no.	Terms and Conditions of CSIR-CSIO CHANDIGARH	To be filled by the bidder/CHA clearly (write "Yes or No" with your own handwriting)	Page number of related supporting document of the bidder's technical bid. ( <i>bidder may mention page number here</i> )
1	Bidder agrees to pay custom duty and GST up to Rs.3 lakh per consignment of CSIR-CSIO CHANDIGARH		
2	Bidder agrees to pay full amount of air freight charges per consignment of CSIR-CSIO CHANDIGARH		
3	The bidder agrees to <b>Insurance clause</b> as mentioned in tender clause / Scope of Work		
4	The bidder agrees to charge the airfreight rates only as per the latest IATA tact book.		
5	Whether CHA is blacklisted or holiday listed by any of the CSIR Laboratories/Institutes or any other Government Organization(s). ( <b>CHA may provide this information herein exclusively failing which their bid may be rejected summarily.</b> )		
6	Whether CHA/bidder is having any pending legal issue with <b>CSIR or its Laboratories/Institutes</b> ? provide details (if any)		
7	Whether the bidder is having CHA license as well as consolidator license on its own name? (attach supporting valid document)		
8.	Whether details of Three similar contracts for freight forwarding and custom clearance work in the name of bidding firm in the preceding three years enclosed ?		
9.	Whether the bidder has submitted the EMD/Bid Securing Declaration with the technical bid?		
10.	Whether the bidder is ready to furnish PBG of <b>Rs. 6 Lakh</b> in favour of Director CSIR-CSIO Chandigarh (if contract awarded on him) within 21 days of award letter?		
11.	Whether the Bidder has <b>a minimum annual turnover of Rs. 50.00 lakhs</b> during each of the last three financial years. Please submit copies of Balance sheets and Profit & Loss statements for said years duly audited by Chartered accountant.		
12.	Is the bidder having CHA license in its own name at IGI Airport, New Delhi ? Whether copy attached ?		
13.	Is the bidder having valid membership of IATA and FIATA? Whether copy of membership attached ?		

14	Whether copy of ISO 9001 or recent quality system certification enclosed ?		
15.	Is the bidder registered with Registrar of Companies (ROC) in India.		
16.	Have the bidder incurred a loss (as per Profit & Loss Statement) in any year during last 3 years ? (If the bidder has incurred loss for any two years in the last three years shall not be considered.) Please submit the audited profit & loss statement of preceding three years.		
17.	Latest Bank Solvency from Scheduled commercial Bank for minimum amount of Rs. 50.00 lakhs only.		
18.	Proof of Filing Bill Entry in the last 3 Calender Years (attach copies of the same)		
19	Whether the bidder agrees (if awarded the contract) to furnish a fidelity guarantee bond of Rs. 30.00 lakh each (Rupees Thirty Lakh only) in favour of the Director, CSIR-CSIO, CHANDIGARH to safeguard the interest of CSIR-CSIO in the event of any loss due to any act of omission and commission by the bidder. ?		
20.	Kindly enclose ECS Mandate copy (as per our format) certified by the bank for making payment.		
21.	List of Overseas Consolidators		
22.	Local Support Service to CSIR-CSIO Chandigarh for documents collection as well as unloading of consignment etc.		
23.	Demurrage etc. free service to CSIR-CSIO Chandigarh		
24.	Undertaking as per Annexure- C submitted or not ?		
25	PAN copy of the bidder is attached?		
26	GSTIN of the bidder is attached?		

**Bidder may note: -**

- a. Before submitting the bid all the Bidder are requested to ensure that all the pages serial numbered and stamped & signed their bid Non submission of supporting document may lead to rejection of the bid. Bidders are requested to carefully attach the supporting document wherever required.
- b. The bidders qualifying in above technical evaluation will only be considered for financial evaluation (step 2).
- c. The bids of the Bidder not fulfilling Eligibility Criteria mentioned above shall be summarily rejected.

**Schedule of Rates: Groups and weightages**

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

<u>Group</u>	<u>Weightage</u>
Group A (discount on freight as per IATA rates)	60
Group B	40
Total	100

**Formula for calculating Marks/score:**

Following formula will be used to arrive at score of a bidder in individual Group (A & B):

The bidder with the highest discount in a group will be given 100 marks while the lowest will be given 0. The rest of the bidders will be given marks in between as per the following formula:

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

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

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

The same way shall be used for Group B marks calculation.

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

$$\text{Total score of a bidder} = \frac{60(X) + 40(Y)}{100}$$

Where x is the % of score in A by concerned bidder.  
Y is the % of score in Group B by concerned bidders.

Where X & Y marks obtained in respective two groups (A & B) by the bidder ( $b_2$ ).

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

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

**ANNEXURE 'B'**

**PRICE SCHEDULE FORMAT**

**NAME OF THE BIDDER:.....**

Sr. No.	<b><u>Group</u></b>	Discount offered										
1.	<b><u>GROUP A</u></b> Discount offered on standard IATA rates Please mention only single discount figure on current IATA rates irrespective of country, size, volume, shape dimension including all airline charges, war, security, fuel surcharges, CC fee etc. including clearance from Custom and transporting up to CSIR-CSIO, Chandigarh including Agency Commission charges ).	% _____  (Mention numerical value from 0-100)										
2.	<b><u>Group 'B'</u></b>  Custom Clearance cum-Transportation charges for consignments on CIP/CIF basis from IGI, New Delhi airport & FPO to the CSIR-CSIO, Chandigarh including unloading (charges of crane/forklift etc. Included, if required) at CSIR-CSIO Stores OR at delivery place mentioned in Purchase Order and Delivery charges including Agency Commission Charges :  <table data-bbox="320 1223 1023 1402"><thead><tr><th><u>Weight slabs</u></th><th><u>Fixed charge</u></th></tr></thead><tbody><tr><td>0-50 Kg</td><td>Rs. 8,000.00</td></tr><tr><td>51 to 200 Kg</td><td>Rs. 15,000.00</td></tr><tr><td>201 Kg to 800 Kg</td><td>Rs. 30,000.00</td></tr><tr><td>801 Kg and above</td><td>Rs. 50,000.00</td></tr></tbody></table>	<u>Weight slabs</u>	<u>Fixed charge</u>	0-50 Kg	Rs. 8,000.00	51 to 200 Kg	Rs. 15,000.00	201 Kg to 800 Kg	Rs. 30,000.00	801 Kg and above	Rs. 50,000.00	} _____ % (one single discount)
<u>Weight slabs</u>	<u>Fixed charge</u>											
0-50 Kg	Rs. 8,000.00											
51 to 200 Kg	Rs. 15,000.00											
201 Kg to 800 Kg	Rs. 30,000.00											
801 Kg and above	Rs. 50,000.00											

Note: All the taxes (Govt. levies) will be payable additionally as per prevailing rates on providing actual receipt payment proof/Bill.

Signature  
Name of the bidder:

Date

:  
Rubber seal of the bidder

**Undertaking to be submitted by the bidder in Technical Bid**

1. We agree that the consignments after clearance from airport will directly be delivered to the premises of Stores at CSIR-CSIO Chandigarh within **7 working days of clearance**. In case of perishable item, it will be delivered within minimum time necessary with temperature control arrangements and Proper dry ice arrangements.
2. We agree to pay the customs duty including GST for all consignments upto Rs.3.00 lakh (**per consignment**) at the time of clearance from airport. We shall submit bill along with the paid challan for reimbursement of customs duty including GST paid.
3. We agree that we shall not claim any penalty & 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, if import is under your console.
5. We agree that we shall submit the original house airway bill, copy of master airway bill customs signed invoice, bill of entry both importer copy and exchange control copy, along with the clearing charge bills, duly certified by the CHA.
6. We shall prepare the airfreight bill and transport/delivery charges bills strictly in accordance with the approved rates. Under no circumstances airfreight rates charged by us, shall exceed those specified in the latest issue of IATA TACT book. We further agree to provide a copy of the IATA TACT Rate list to CSIR-CSIO Chandigarh at every renewal of the same.
7. We agree to accept the RBI exchange rate/SBI TT selling rate/Customs notified exchange rate as given on B/E on the date of arrival at India for the purpose of calculation of airfreight charges on Chargeable Weight.
8. In case the cargo is received in shortage/damaged condition/short landing cargo, no payment shall be made to the CHA till CSIR-CSIO receives the insurance claim. In such cases we shall file shortage/damage/not found/not traceable notice with airport authorities and obtain necessary certificate from the airline and lodge necessary claim with the concerned authorities under intimation to CSIR-CSIO. During inland transportation any loss/damage shall be the sole responsibility of ours. In that case we have to provide loss/damage certificate immediately.
9. As we shall handle sophisticated and valuable consignments, we shall furnish a **PBG of Rs. 6.00 lakhs** in favour of Director, CSIR-CSIO valid till contract period + 60 days as per the format prescribed to safeguard the interest of CSIR-CSIO in the event of any loss to CSIR-CSIO due to any act of omission and commission by us. Director, CSIR-CSIO will have the discretion to order for the forfeiture of the deposit against any breach of contract. In case of extension of contract I shall extend PBG & Fidelity Bond for extended period.

10. **Fidelity Bond:** The successful bidder shall handle sophisticated and valuable consignment, hence the successful bidder shall have to furnish a fidelity guarantee bond for an amount of **Rs.30.00 lakh (Rupees Thirty lakhs only)** in favour of Director, CSIR-CSIO, Chandigarh to safeguard the interest of CSIO in the event of any loss to CSIO due to any act of omission and commission by the successful bidder for the contract period and extension period, if any. The format of the Fidelity bond shall be provided by CSIO to the successful bidder after the award. **Fidelity bond should be valid at least for 38 months (Thirty Eight Months) from the date of contract.**
11. **I/We hereby declare and undertake that our firm has not been blacklisted/suspended for doing business with CSIR/any Govt/PSU/Autonomous body for performing the same type of services in the past or at present.**
12. I/We unconditionally accept all the terms and conditions as provided in this Tender. I/We also accept the tender conditions regarding insurance, safe & sound unloading liability at CSIR-CSIO or the delivery place as mentioned in the purchase order etc. unconditionally.
13. I shall ensure the insurance preferably from Govt. Company for the import/export & delivery to CSIR-CSIO **or the delivery place as mentioned in the purchase order.**
14. I/We agree that after collection of documents from CSIR-CSIO Chandigarh performing customs clearance of the consignment within free period and delivery to CSIR-CSIO Stores, Chandigarh **within 7 working days of arrival** at the international airport, **failing which Liquidated damage exceeding 7 DAYS of Rs. 2,000/- per day subject to maximum of Rs. 10,000/- will be applicable and deducted from our bills. Perishable consignment will be immediately delivered with proper dry ice arrangement.**
15. Safe custody of the consignment cleared is the sole responsibility of the successful CHA till the same is properly delivered at CSIR-CSIO Chandigarh
16. Wherever any short landing cargo is noticed, the successful CHA shall file “not found” or “not traceable” notice with the concerned airline or authorities & obtain “not traceable certificate” etc. and lodge formal claim on behalf of CSIR-CSIO CHANDIGARH with the concerned airport/airline authorities with all the necessary documentation under intimation to us.
17. Successful CHA has to carefully examine all the packages marked for customs examinations 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 the goods is noticed, the same shall be immediately brought to the notice of concerned airline/airport authority and necessary claims may be lodged by CHA with those authorities on behalf of CSIR-CSIO, CHANDIGARH under intimation to us. The successful CHA shall pay all the related fee/charges of surveyor (reimbursable subject to advance approval from CSIR-CSIO CHANDIGARH) to carry out the survey if required. **In such cases it is the responsibility of CHA is to take open delivery on behalf of CSIR-CSIO, CHANDIGARH (Open Delivery Clause)**
18. The successful CHA will maintain close liaison with CSIR-CSIO, CHANDIGARH regularly & arrangement for collection of documents whenever informed telephonically/by email or otherwise by us.
19. The successful bidder shall submit, pre-receipted bill(s) once in every week for services provided as per the contract with CSIR-CSIO, CHANDIGARH. Bill(s) should be on CHA letterhead and strictly as per the agreed payable charges in the contract only. A checklist and documents in support of various charges indicated in the bill as per contract should accompany each bill. Any bill not accompanied by such

documents will not be received/processed by the CSIR-CSIO CHANDIGARH. Bills that are returned on account of deficiencies will contain remarks about deficiencies.

20. The CHA will submit its bills to CSIR-CSIO, CHANDIGARH only as per the rates, terms and conditions agreed under the contract. No any charges other than the agreed under the contract will be payable. CSIR-CSIO, CHANDIGARH shall make every effort to examine and arrange payment of bills immediately after the receipt of bills or within 30 days.
21. Director, CSIR-CSIO CHANDIGARH, reserves the right to accept or reject full or partial of any of the tender(s) without assigning any reason thereof. This will be binding on the bidder(s).
22. Conditional tenders & wherever not quoted as per prescribed format will not be accepted under any circumstances and rejected summarily.
23. If over/wrong payment(s) of any type of charges has been made by CSIR-CSIO, CHANDIGARH due to oversight/inadvertent human mistake the successful bidder will be liable to refund the same immediately to CSIR-CSIO without waiting for any communication.

**24. Special arrangements for perishable consignments :**

Some of our consignments are highly perishable in nature. The bidder will have to arrange dry-ice stuffing (including procurement and filling-up) of the consignments at the storage place at the airport/post office on its arrival and till their clearance and delivery at CSIR-CSIO, CHANDIGARH. The bidder has to get perishable / dangerous consignments cleared within 24 hours of arrival and deliver them at CSIR-CSIO, CHANDIGARH at the earliest as possible after the clearance. In case the perishable consignment is damaged on account of insufficient arrangement of dry ice etc. during the storage, clearance or transportation, the bidder will be held sole responsible for the damage and the loss incurred due to this will be recovered from the contractor. CSIR-CSIO will not pay any charges separately for filling of dry ice etc.

**25. Payment of Air freight charges:**

Successful bidder (CHA) will have to pay the **full amount** of air freight charges per consignment on behalf of CSIR-CSIO and get it reimbursed later on from CSIR-CSIO, CHANDIGARH after clearance and delivery of the consignment. (Please attach undertaking to this effect)

**26. Payment of Custom Duty and IGST charges:**

Successful bidder (CHA) will have to pay custom duty and IGST (**being statutory levy**) up to Rs. 3.0 (Three Lakh) per consignment on behalf of CSIR-CSIO, CHANDIGARH (Please attach undertaking to this effect) and get it reimbursed later on from CSIR-CSIO, CHANDIGARH after clearance and delivery of the consignment. The Custom Duty including GST above Rs. 3.00 lakhs shall be transferred to CHA Online against demand request with supporting documents well in advance against HAWB/MAWB & Shipping Invoice subject to adjustment against final original receipt. **(Please attach undertaking to this effect).**

**27. Payment of CHA bills:**

The payment of CHA bill will be made within 30 days of receipt of consignment in good condition at CSIR-CSIO, CHANDIGARH. If in any case the payment is pending beyond the above period then CHA will not stop providing services to CSIR-CSIO or making its consignment pending due to this reason. Custom Duty reimbursement bills can be given priority for passing if desired by the CHA and separately billed.

**28. Period of Validity of Bids:**

Bids shall remain valid for **minimum of 120 days** after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be



made in writing (or by fax or e-mail). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

Signature of the authorized person of bidder with SEAL

**Bid-Securing Declaration Form**

Date: \_\_\_\_\_

Bid No. \_\_\_\_\_

To (insert complete name and address of the purchaser)

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 reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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)**

Annexure-5K  
PERFORMANCE SECURITY FORM

*(Refer para 5.1.2 (ix)(i) & 6.1.2 (02) of the CSIR Manual)*

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. .... dated .....to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

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

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

This guarantee shall be valid until the ..... day of ....., 20.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, Name & Address of the 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.

सीईएसआईआर - केन्द्रीय वैज्ञानिक उपकरण संगठन  
CSIR-Central Scientific Instruments Organisation  
सैक्टर 30 सी चंडीगढ़ Sector-30C, Chandigarh 160 030  
( Bank Mandate Form/ECS mandate Form)

S.no	Name of account holder	
1	Address	
2	E-mail address	
3	Phone no./Mobile no.	
4	Fax no.	
5	Permanent account number	
6	Particulars of bank account	
7	A) Name of bank	
	B) Name of Branch	
	C) Branch code	
	D) Address	
	E) Telephone no.	
	F) Account no.	
	G) Type of account	
	H) IFSC code (RTGS/NEFT)	
	I) MICR Code	

We/I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information. I/We would not hold CSIR-CSIO, Chandigarh responsible.

**Signature of the account holder**

It is certified that M/s\_\_\_\_\_has an account no.\_\_\_\_\_with our bank and it is confirmed that the details given above are correct as per our record.

**Bank Certificate**

Date: / /

Place:

Signature of the authorized official of bank with seal