

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH

An Autonomous Institution, Ministry of Human Resource Development, Govt. of India.

900, NCL Innovation Park, Dr. Homi Bhabha Road,

Pashan Pune – 411 008.

Tel : +91-020-2589 8017

Fax : +91-020-2589 8022

Website : www.iiserpune.ac.in

IISER/PRESS/10/S&P

18 October 2013

TENDER NOTICE

Sealed tenders are invited on behalf of the Director, IISER Pune from the reputed Firms / Parties, in TWO BID FORMAT - (Part One: TECHNICAL BID) and (Part Two: COMMERCIAL BID) for Empanelment of Custom House Clearance-Cum-Consolidation Agent for consolidation of consignments of imports / exports, shipments from all over the world through Air, Sea, Cargo, Foreign Post Office, Courier and Custom Clearance and transportation upto IISER Pune.

For further details please visit our web site:<http://www.iiserpune.ac.in>

Registrar

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Indian Institute of Science Education and Research (IISER), Pune, is an autonomous Institute established under Ministry of HRD, Government of India. IISER is devoted to both teaching and research of the highest caliber in a totally integrated way. IISER, Pune would like to invite sealed tenders for **Empanelment of Custom House Clearance-Cum-Consolidation Agent** for consolidation of consignments of imports / exports, shipments from all over the world through Air, Sea, Cargo, Foreign Post Office, Courier and Custom Clearance and transportation upto IISER Pune. The details are appended below

- **Description Description : EMPANELMENT OF CUSTOM HOUSE CLEARANCE-CUM-CONSOLIDATION AGENT**
- **Tender Enquiry No : IISER-PUR- 0971 -13**
- **Pre-bid Conference : 29.10.2013 –3.00 PM to 4.00 PM**
Date & Time
- **Due Date & Time : 13.11.2013 up to 3.00 PM**
(For submission of tender)
- **Opening of technical bid : 13.11.2013 at 03.30 PM**

Prospective Bidders may download the Tender Documents from IISER's website www.iiserpune.ac.in and submit their offers to The Director, Indian Institute of Science Education and Research, 900, NCL Innovation Park, Dr. Homi Bhabha Road, Pashan, Pune – 411008, India

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CHAPTER – 1

ELIGIBILITY CRITERIA

1. ELIGIBILITY CRITERIA: - Quotations of only those bidders who would fulfill the eligibility criteria as mentioned below, shall be considered. As such, necessary documents in this regard must also be enclosed with the quotation:

A. The Agents should have valid consolidation & Custom House Agent (CHA) License in their own name (single name). Firms not having these qualifications need not apply. Copies of documents in this connection must be enclosed.

B. The bidder should have minimum turnover of not less than 45 lakhs per annum (enclose details) exclusive of custom duty payment. Balance sheet of previous three years {2010-11 (i.e. upto 31.03.2011), 2011-12 (i.e. upto 31.03.2012) & 2012-13 (i.e. upto 31.03.2013)} duly audited or certified by the Chartered Accountant be enclosed alongwith a statement showing three years turnover separately. Turnover should be given in the following format duly certified by the Chartered Accountant: -

Financial Year	Turnover Exclusive of Custom Duty (Rs)	Custom Duty (Rs)	Total Turnover (Rs)
A	B	C	D = B + C
2010-11			
2011-12			
2012-13			

C.The Bidder should have successfully executed a continues service for the last one year with similar Freight Forwarding and Custom Clearance works in any Govt. Department/ CSIR Labs / ICAR / ICMR / DRDO/Educational Institute / Central University/IISERs/ IITs. Documentary evidence about satisfactory completion of the work together with Certificates of the client must also be enclosed with their complete mailing addresses, telephone numbers, fax number, e-mail address and name of the concerned person. Institute clears its shipments under customs notification number 51/96 dated 23.07.1996 @5.15% customs duty. The firm should submit the minimum of 10 copies of bill of entry assessed @ 5.15%, except NIL duty clearance.

D. The Firm should be a member of IATA or FIATA and copy of membership should be enclosed. The Firm should have ISO certified company and copy of the same be enclosed.

E. The Firm should have a valid Service Tax Registration Certificate (Enclose copy)

F. The Firm should be a member of WCA (World Cargo Association) family. The Firm should have networking of cargo consolidating agents in at least following countries viz. USA, UK, Germany, Japan, France, Switzerland, Singapore, China, Hongkong . Their agents/associates addresses, contact person, phone number, fax, mail address etc. may be listed and enclosed.

G. The Firm should have a office located in Mumbai/ Pune.

- Proposals of bidders who do not fulfill the above criteria or who fail to submit documentary proof would be rejected.
- The firm/company with whom Government transactions are banned or suspended or Blacklisted due to any reasons including corrupt and fraudulent practices adopted by them, shall not be eligible to submit the bids

CHAPTER-2

INVITATION FOR BIDS

1. Indian Institute of Science Education and Research (IISER), Pune invites sealed tenders **under two bid system** for **Empanelment of Cargo Consolidation & Custom Clearance Agents**. The essential qualifications are given in **Chapter 3** appended herewith.

2. The Bidders are requested to submit tender forms in two Bids i.e

Part - I : Eligibility Requirement and Technical Bid.

Part - II : Commercial Bid.

3. **Contact for information:**

Technical & Commercial contact : Assistant Registrar (Stores & Purchase)
Indian Institute of Science Education and Research (IISER), Pune 900, NCL Innovation Park,
Dr. Homi Bhabha Road,Pashan,
Pune – 411 008, India
Tel : +91-020-2590 8017
Fax : +91-020-2590 8022
Website : www.iiserpune.ac.in

4. The tender document can be downloaded from the IISER website www.iiserpune.ac.in

5. A Pre-bid conference will be held at IISER, Pune , Board Room, 900 NCL Innovation Park, Dr Homi Bhabha Road , Pune – 411008 on 29th October 2013 from 3.00 PM to 4.00 PM (IST). All prospective bidders are requested to kindly submit their queries to the address indicated above or email ID : purchase@iiserpune.ac.in so as to reach latest by 28th October 2013. During Pre-bid meeting the answers / clarifications to the queries will be made available and also uploaded on our website. No queries will be entertained after the Pre-bid meeting.

6. **Submission of Bids :**

(i) **Place : Purchase Section of IISER, Pune - 411 008, India.**

(ii) **Time and Date of Submission: Before 3.00 PM on 13.11.2013.**

(iii) **Time and Date of opening Technical Bid: At 03.30 PM on 13.11.2013**

IISER, Pune will not be responsible, for submission / delivery of quotation at wrong places other than the Purchase Section of IISER, Pune - 411 008, India

7. Two Bid System:

The two bid system should be followed for this tender. In this system the bidder must submit his offer in **two separate sealed envelopes**. Both the technical bid and commercial bid envelopes should be securely sealed and stamped separately and clearly marked as “**Envelope No.1 – Technical Bid**” and “**Envelope No.2 – Commercial Bid**” respectively. Both the sealed envelopes should be placed in a third larger envelope. The main envelope which will contain both the bids should be superscribed with our **tender enquiry IISER-PUR-0-13 due on 13.11.2013** and to be submitted to the address given below so as to reach on or before **03.00 PM on 13.11.2013**

**The Director,
Indian Institute of Science Education and Research (IISER)
900, NCL Innovation Park, Dr. Homi Bhabha Road,
Pashan,
Pune – 411 008, India**

The envelopes must be super-scribed with the following information:

- Tender Reference Number
- Due Date
- Name of the Vendor

No. 1 : Shall contain “Technical Bid” and Earnest Money Deposit (EMD)

The technical offer **should not contain any price information.**

The Technical Bid must be submitted in an organized and structured manner. No brochures/leaflets etc. should be submitted in loose form. Please indicate page nos. on your quotation eg. If the quotation is containing 25 Pages, please indicate as 1/25, 2/25, 3/25 ----- ---25/25.

The Technical Offer should comprise of the following:

- (i) Tenders, which are submitted without following the two bid offer system, will summarily be rejected.
- (ii) The technical offer should be complete to indicate that services asked for are quoted. Each page of the bid and cutting/corrections shall be duly signed and stamped by the bidder. **Unsigned Tenders will also be rejected.** Failure to comply with this requirement may result in the bid being rejected.
- (iii) Demand Draft/Bank Guarantee for Rs. 50,000/- (Rs. Fifty thousand only) towards Earnest Money Deposit. B.G. will be obtained from Nationalised / Schedule Bank only.

- (iv) Undertaking that the successful bidder agrees to give a security deposit amounting to Rs 5,00,000/- of the order value by way of Demand Draft in favour of The Director, IISER,Pune,
- (vi) Solvency certificates (not older than twelve months for Rs 40 lakhs) issued by Scheduled/ Nationalized bank with which bidder holds the current account.) A copy of the Unpriced Commercial Bid. (Please see Chapter- 06 – Price Schedule).
- (viii) Duly filled in checklist as per Chapter 8 should be submitted along with the Technical Bid.

Bid documents should be submitted as per the above sequence with Index page and page numbers . Each page of the bid should be signed & stamped in original. Unsigned bids will not be considered for evaluation.

➤ **Envelope 2 : “Commercial Bid” shall contain:**

- (i) Price schedule complete in all respects with proper seal and signature of authorized person.

8. Date of opening the Technical Bids.

Technical Bids will be opened on – 13 .11. 2013 at 03.00 PM

**Indian Institute of Science Education and Research (IISER)
900, NCL Innovation Park, Dr. Homi Bhabha Road,
Pashan,
Pune – 411 008, India**

The Technical bids will be opened in the presence of the bidders on the specified time and date. Bidders/Agents who have responded to the tender only will be allowed to be present.

The technical bids will be evaluated to shortlist the eligible bidders. The commercial bids of only the short listed bidders shall be considered for further processing.

Bidders whose technical offer is found acceptable and meeting the eligibility requirements as specified in this tender will be informed about the date and time of the opening of the commercial bid.

Note: (i) Please do not insert ‘Commercial Bid’ (prices quoted) in the technical bid envelope. If the price quoted is submitted with technical bid the tender will be rejected.

(ii) No camera mobiles / mobiles are allowed during tender opening.

9. Formation of Technical Evaluation Committee

The Technical Evaluation Committee(s) will be constituted by Director, IISER, Pune. He may nominate some external/expert members, in the interest of IISER, Pune.

10. Terms of the Technical Committee

- (i) A committee duly constituted by the Director, IISER, Pune will go through the technical aspects of the tender and recommend short listed agencies. The recommendation of the technical committee is the final and binding on all the parties.
- (ii) The technical evaluation will be an assessment of the Technical Bid. IISER, Pune representatives will proceed through a detailed evaluation of the Technical Bids in order to determine whether they are substantially responsive to the requirements set forth in the tender. In order to reach such a determination, IISER, Pune will examine the information supplied by the Bidders, and shall evaluate the same as per the information mentioned in this tender.
- (iii) The technical committee may formulate evaluation criteria in addition to the requirements indicated in the tender, in the interest of IISER, Pune and this criteria/recommendation will also form as a part of short-listing of the agency.
- (iv) The Technical Committee will examine all the Technical aspects of the bids received. Further, the Technical Committee may seek additional information from the existing users at IISER, Pune or from other Institutes and also call for presentations from the bidders if it is required so.

11. Evaluation Criteria

- (i) On the due date the Technical bids will be opened and referred to the Technical Committee which is duly constituted by the Director, IISER, Pune.
- (ii) The information received and the bids already submitted together will be examined with reference to the tendered information and evaluation is made by the Technical Committee.
- (iii) **The commercial offers of the vendors whose technical offers are found to be technically deficient or do not meet the qualification criteria as specified in this tender will be returned to them without opening along with their EMD.**
- (iv) The successful bidders will be informed regarding the date and time of Commercial bid opening
- (v) The purpose of obtaining two bids (technical and commercial) is to evaluate all the agencies on technical basis with reference to the tendered requirements and obtaining users views with reference to the earlier services. This will enable the technical committee to arrive at a fair recommendation in the interest of the organization.
- (vi) In the event of seeking any clarification from various bidders by IISER, Pune, the bidders are required to furnish only technical clarifications that are asked for. No amendment to commercial bid will be entertained at that stage. In case if a bidder fails to quote for a particular item it amounts to non-compliance and hence such bid will not be considered for further evaluation. Further during this process if any bidder indicates

the price during the clarification such bids also will not be considered for further evaluation.

- (vii) The award of the work will be subject to satisfactory inspection of the office/go down facilities by committee of IISER, Pune.

12. Opening of Commercial Bids

- (i) IISER will open commercial bids of only the short listed bidders, in the presence of the bidders or their authorized representatives who choose to attend the commercial bid opening. The Date and Time of opening the Commercial Bid will be intimated only to pre-qualified and technically acceptable Bidders at a later date. The representatives of short listed agencies only will be allowed for commercial bid opening.
- (ii) The bidder's representative who is present shall sign an attendance register as a proof of having attended commercial bid opening.
- (iii) The bidder's name, bid prices, EMD and such other details considered as appropriate by IISER, will be announced at the time of opening.

The bid can be submitted in person or through post/courier (IISER will not be responsible for delayed / late quotations submitted / sent by Post / Courier etc. resulting in disqualification/ rejection of any bid) so as to reach IISER on or before the due date and time. Fax / E-mail tenders will not be considered unless it is asked for. The bidders' authorized representative can attend the bid opening.

- 13. No request for extension of due date will be considered under any circumstances.

- 14. The Director, IISER, PUNE reserves the right to accept the offer in full or in parts or reject summarily or partly.

CHAPTER-3 : INSTRUCTIONS TO BIDDERS

1. Eligible Bidders

- 1.1 Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices.
- 1.2 Bidders should QUOTE strictly in accordance with the requirements. The Bidders conditions printed on the reverse of the tender/quote or otherwise sent along with the tender shall not be binding on IISER, PUNE.
- 1.3 Bidders shall adhere to the procedure and processes laid down in this document and shall follow fair and ethical practices of trade.
- 1.4 The tenders must be clearly written or typed without any cancellations/ corrections or overwriting.
- 1.5 Conditional Offers will not be considered.
- 1.6 The authorized person who signs the tender is required to indicate his e-mail ID, mobile No. and also general e-mail ID for easy and faster communication.

2. Amendment of Bidding Documents

- 2.1. At any time prior to the deadline for submission of bids, IISER, PUNE may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder may modify the bid document.
- 2.2. All prospective bidders who have downloaded the bidding document may visit IISER, PUNE website for amendments / modifications which will be binding on them

PREPARATION OF BIDS

3. Earnest Money Deposit (EMD)

- 3.1 The tender documents must be accompanied by Earnest Money Deposit (EMD) of **Rs. 50,000/- (Rs. Fifty thousand only)** in the form of a Demand Draft drawn on any Scheduled/Nationalized Bank in favour of the Director, Indian Institute of Science Education and Research, Pune.
- 3.2 Bids submitted without EMD will stand rejected. EMD will not be accepted in the form of cash / cheque or any other form other than DD/Bank Guarantee. No interest is payable on EMD.

- 3.3 The EMD will be returned to the bidders(s)/Agents whose offer is not accepted by IISER, PUNE within one month from the date of the placing of the final order(s) on the selected bidder(s). In case of the bidder(s) whose offer is accepted the EMD will be returned on submission of Bank Guarantee as Security Deposit (SD). However, if the return of EMD is delayed for any reason, no interest / penalty shall be payable to the bidders.
- 3.4 **The successful bidder, on award of contract / order, must send the contract / order acceptance in writing, within 7 days of award of contract / order failing which the EMD will be forfeited.**
- 3.5 **Though EMD has to be submitted by Demand Draft, Banker's Cheque or Bank Guarantee (from a scheduled Bank only), we prefer to have Bank Guarantee for easy return to the bidders once a decision is taken by IISER, PUNE.**
- 3.6 The EMD shall be forfeited:
- 3.6.1 If the bidder withdraws the bid during the period of bid validity specified in the tender.
- 3.6.2 In case a successful bidder fails to furnish the Security Deposit.

4. **Security Deposit**

- 4.1 Within ten (10) days of the award of contract, the vendor shall furnish a Security Deposit amounting to Rs 5,00,000/- in the form of Demand Draft/Bank Guarantee **(from scheduled Bank only)** favoring the Director, Indian Institute of Science Education and Research, Pune.
- 4.2 **Bank Guarantee wherever mentioned in this document may be read as "Bank Guarantee from any Scheduled Bank" only.**

5. **Period of validity of bids**

- 5.1 Bids shall be valid for a period of **90 days** from the date of opening the Technical bid.
- 5.2 IISER, PUNE may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request without forfeiting the EMD. A bidder agreeing to the request for extension will not be permitted to modify his bid.
- 5.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

SUBMISSION OF BIDS

6. **Deadline for submission of Bids**

- 6.1 Bids must be received by IISER, PUNE **before the time & date at address specified in the tender.** In the event of specified date for the submission of bids being declared

as a holiday for IISER, PUNE, the bid-closing deadline will stand extended to the next working day. No communication is required in such cases.

- 6.2 In the event of holiday on due date, IISER, PUNE may, extend this deadline for submission of bids. This will suitably be notified on the IISER, PUNE website.

7. Late Bids

IISER, PUNE will not be responsible:

- 7.1 For delayed / late quotations submitted / sent by post / courier etc.
- 7.2 For submission / delivery of quotations at wrong places other than the Purchase section of IISER, Pune.
- 7.3 Fax / E-mail / Telegraphic / Telex tenders will not be considered.
- 7.4 Any bid inadvertently received by IISER, PUNE after the deadline i.e. due date & time for submission of bids, will not be accepted and returned unopened to the bidder.

8. Award Criteria

- 8.1 The award of work is for an aggregate period of 3 years, which will initially be given for a period of one year and reviewed for extension for another year(s) on the basis of service rendered by the agency. It can be terminated at any point of time without assigning any reason in between if it is found that the services rendered by the agency are not satisfactory.
- 8.2 IISER, PUNE shall award the contract to the eligible bidder whose bid has been determined as the lowest evaluated commercial bid.
- 8.2 IISER, PUNE reserves the right to award the contract to more than one bidder or any bidder.
- 8.3 Successful contractor / bidder will have to execute bond/agreement as may be mutually agreed upon within 15 days from the award of contract failing which it will be treated as the bidder is not interested to work with the institute. A copy of same is enclosed in Chapter – 10.

9. Corrupt or Fraudulent Practices

IISER, PUNE requires that the bidders who wish to bid for this project have highest standards of ethics.

- 9.1. IISER, PUNE will reject a bid if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.

9.2. IISER, PUNE may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contract

10. **Interpretation of the clauses in the Tender Document / Contract Document**

In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, **Director, IISER, PUNE's interpretation of the clauses shall be final and binding on all parties.**

11. Penalty Clause: The Director, IISER, PUNE reserves the right to deduct a penalty @ 0.5% per week of shipment price for delay in consolidation and Airfreight of IISER, PUNE shipments and delivery to IISER, PUNE, (Maximum penalty shall be 2% of Shipment Value). The period for this will be calculated after 4 weeks from the date of intimation by supplier about the readiness of Equipment/Consumable for shipment.

12. **Indemnity**

The vendor shall indemnify, protect and save IISER, PUNE against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements.

13. **Jurisdiction**

The disputes, legal matters, court matters, if any, shall be subject to Pune Jurisdiction only.

14. **Arbitration**

In the event of any question, dispute or difference arising under this contract /agreement or in connection there with except as to matter the decision of which is specifically provided under this contract/agreement, the same shall be referred to an arbitrator be appointed by the Director, IISER Pune and the decision of the Arbitration will be binding on both parties of this contract / agreement. The venue for arbitration shall be IISER, PUNE India.

Assistant Registrar (S&P)

18 October 2013

CHAPTER - 4

SCOPE OF WORK AND CONTRACTUAL OBLIGATIONS

Following jobs shall fall under the scope of the Consolidation-cum-clearance contract:-

A. Customs clearance of imported consignments from Indian Airport Authority of India (IAAI) / Inland Container Depot (ICD) / Foreign Post & Courier, Mumbai any other Indian Airport/Sea port

- i) The clearance of precious and delicate type of equipments, instruments and other special type of materials, including perishable chemicals, live animals etc.
- ii) Collection of documents relating to custom from IISER, Pune and ensuring the following;
 - (a) Custom clearance of the consignment including all the stages of customs clearance.
 - (b) Obtaining non-delivery certificate/short landing certificate/damage certificate in the case of materials are short delivered by Indian Airport Authority of India (IAAI), or airlines and lodging of claims with them immediately on behalf of IISER Pune.
 - (c) Arranging insurance survey at airport/IAAI in case of damages to the consignment and get the damage certificate.
 - (d) Immediate Dispatch / delivery of consignment to IISER Pune after custom clearance.
 - (e) To identify the consignments of negative/banned listed & 100% Custom Duty Free items from day to day purchase orders issued by the Institute and advise the Institute accordingly.
- iii) Any other job in connection with the clearance of goods from Customs.
- iv) Clearance and intimation of Post Parcels from Customs/Foreign Post Office, Mumbai & delivery to IISER Pune..
- vi) Clearance of sea shipment from any port of the India and delivery of consignment at IISER Pune after custom clearance.
- vii) Follow-up of cases of recovery of any excess duty paid to customs.
- viii) To provide the damage certificate to the Institute for insurance claim, in case of damage consignment.
- ix) Clearance for consignment arrived through courier/cargo mode.
- x) Clearance of any free samples that may come for R&D purpose

B) Consolidation of the consignments being imported from across the world:

- i) Complete monitoring and supervision of the movement from the date of order/letter of credit and regular feedback on the progress of order to IISER, PUNE. In case the Pre-Alert/Advance Shipping Document is not received before landing of the consignment, the delay in clearance will be on the part of Agent and the respective amount of demurrage shall be recovered from the bill. IISER, PUNE shall not be liable to pay any amount on account of demurrage charges, if intimation & documents received in advance to you.
- ii) To provide timely information (pre-alert) regarding dispatches and other relevant information to IISER, PUNE .
- iii) To facilitate specialized packing for all kinds of materials as per the International Air Transport Association (IATA) specifications and international packing standards.
- iv) Clearance & transportation of special projects materials voluminous and heavy packages, dangerous and hazardous materials including Radioactive Materials, Live Animals on priority basis.
- v) Prompt communication through telephone, tele-fax and e-mail etc., to ensure quick clearance.
- vi) Any other services needed regarding consolidation from time to time.
- vii) If, any nearby International Airport agent's associates not available, then he will also be responsible for making arrangements for smooth shipment (for EX- WORK/FOB/FCA) from any country to Indian Airport/Seaport, for that, agent will not claim any extra charges.

C) Exports to various countries:-

- i) Export of certain items for repairs, which will be re-imported after repairs.
- ii) Export of equipments for replacement and completion of their paper work.
- iii) Export of R&D samples to a designated agency/firm.
- iv) All procedural formalities with customs will be required to be done by the agent. The Agent should take care of the paper work of the export documents for repair or replacement materials on priority basis.

CONTRACTUAL OBLIGATIONS:-

The following obligations are also applicable and the same must be fulfilled by the firm:-

- a) The Agent should have refrigerated containers to bring perishable consignment from Mumbai to IISER, Pune.

- b) The Agent must have the facility for storing the consignment including that of perishable which could not be transported to IISER, Pune as soon as the custom clearance is done. In case the item has to be kept in cold storage, such facility should be provided / arranged including dry ice filling wherever it is required.
- c) The consignment after clearance from airport/seaport should be delivered at IISER, PUNE , within two working days. In case of perishable items, it should be delivered directly within minimum required period with proper arrangements. The perishable consignments should be cleared immediately on landing and clearance process for such consignments should begin well in advance. In case a perishable consignment is damaged due to insufficient arrangement or Dry Ice during clearance & transportation upto IISER, PUNE , agency shall be held responsible for the complete loss.
- d) On the receipt of consignment, the firm shall have to submit a clear copy of Master Air Way Bill (MAWB), House Air Way Bill (HAWB), Cargo Arrival Notice (CAN), Commercial Invoice & packing list for Bank Release Order (BRO).
- e) Consolidator will be responsible for the safety of the cargo in all circumstances, besides handling complete and proper papers whether it may be for Import or Export of consignment. In the events of non availability of invoice or other relevant papers if consignments incur demurrage or penalty, the consolidator shall be solely responsible.
- f) Pre-shipment advises must be intimated well in advance (48 hours prior to shipment). The agent has to submit invariably statement / update status of shipments arrival / proposed shipment on daily basis to IISER, Pune through e-mail. Also agent should give the detailed prior information's of the materials to be shifted from Mumbai to IISER, PUNE by e-mail so that Inspection Report should be prepared and unloading arrangement should be made in advance, if any. We shall not bear/pay any demurrage charges on account of any delay in clearance attributable to clearing agent or their freight forwarder.
- g) Agent has to pay all the clearing charges of the consignment including customs duty up to Rupees Five Lakhs per consignment (shipment). Airfreight/Sea-freight charges and clearing charges etc. will be paid after original receipt of the consignment at IISER, PUNE and also the receipt of pre receipted bill in duplicate addressed to The Assistant Registrar (Stores & Purchase) IISER, PUNE , along with the relevant documents as proof for which payment has to be charged by the firm. All the receipt should be provided in original including HAWB. The bill should be submitted within 15 days from the release of materials from custom.
- h) The payment of airfreight, customs duty, clearing charges and transportation charges will not be made, if the consignment is found externally damaged condition/ short delivery. However, the payment will be released only after the amount recouped from the insurance company. It will be the responsibility of the agent to provide the damage certificate/short delivery certificate to the Institute, in case of damage/short delivery of the consignment.

- i) Bank Release Order (for consignments against irrevocable letter of credit) will be delivered after its receipt from the bank. Custom clearance should be initiated without waiting for bank release order which generally takes time.
- j) The Agent must intimate IISER, PUNE well in advance (48 hrs/pre- alert advice) from the date of arrival of the consignment at Mumbai airport with the house airway bill (HAWB) and master airway bill (MAWB) numbers so that the required documents are prepared and collected by agent representative in Pune in time. The Agent shall be held responsible for any delay on their part where they do not file the bill of entry with custom or do not confirm any discrepancy to IISER, PUNE . The demurrage charges due to agent's negligence will be recovered from them. Similarly the agent shall have to make good to IISER, PUNE any loss incurred due to negligence or failure on their part to take prompt action in finalization of the Bill of Entry and clearance of consignment. The firm may be required to carry out or arrange to carry out the inspection of the orders material at the country airport of shipment or suppliers premises on behalf of IISER, PUNE, If required in certain cases safe custody of the consignment cleared is the responsibility of the Agent until it is delivered to IISER, PUNE and delivered to the concerned indentor. The unloading of the materials at IISER, PUNE will be the responsibility of the agent. The Institute will pay the crane/forklift charges for unloading the heavy materials as per actual.
- k) The agent is also responsible for clearance of material shipped by Other Consol (CIF/CIP & C&F) or Direct Purchase Order, if all relevant documents and intimation provided in advance to them by IISER, PUNE, then NO Demurrage will be paid in any condition. Agent is fully responsible for proper monitoring of shipment from principal supplier and arrangement of Demurrage Free clearance of consignment come from other Consol including Direct Orders.
- l) Agent must ensure/check about the proper Insurance of the shipment before moving the consignment form the respective countries. In Export & Re-Import cases, agent is fully responsible to take Insurance policy for consignment. The same will be reimbursed after producing the original policy document with proper bill on actual. If any loss occurred due to non insurance of the consignment during transit, then the total loss will be recovered from the agent's bills.
- i) Agent shall make good to Institute, any loss incurred due to negligence/ failure on his part to take prompt action in finalization of Bill of Entry and clearance of consignment within stipulated period, losses to Institute will be recovered from the agent from his bills.
- j) The consignment will be moved within seven (07) days of receiving of material from the foreign supplier/firm (For FOB/FCA/EX-WORK) and after clearance from airport/Sea Port should be delivered at our IISER Pune within a week (For FOB/FCA/EX-WORK/CIF etc).
- k) In case the cargo is received in shortage/damaged condition/short landing cargo, no payment shall be released to the bidder till IISER, PUNE 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, damage certificate from the Airlines / Sea liner and lodge necessary claim with the concerned authorities under intimation to IISER, PUNE . It will be the duty of the Agent to follow up the matter with

Insurance Company for claim settlement including damage certificate, surveyor inspection along with Institute representative, claim lodging and any necessary requirement.

- l) All our imports are partially customs duty free which are imported under Notification No. 51/96 dated 23.07.1996 against which duty exemption certificate will be provide by us against each import for custom clearance purpose on receipt of Cargo Arrival Notice from the agent. The applicable custom duty is 5.15% only after duty exemption certificate in all shipment except 100% duty free items. The agent will file Bill of Entry just after landing of the consignment under intimation to us for arranging duty exemption certificate. In case of any customs objection, the written communication must be sent to us without any delay. In no case full Custom Duty shall be paid by Agent when Custom Duty Exemption Certificate is provided by the Institute.
- m) If any damages/pilferage/theft/shortage occurs during the transportation, loading and unloading under custody of your freight forwarder/your custody after taking delivery from IAAI, your firm will be responsible for the total losses and the same will be recovered from you. This will be as per IATA rules. In the event of damages/shortage/pilferage to the consignment, open delivery will be taken by us. If the same thing is found during the course of customs clearance the same must be got recorded on the Bill of entry. Copy of which will be provided to us by your firm.
- n) Unloading and distribution of consignment at IISER, PUNE will be the agents' responsibility. Only Insurance approved transporters i.e. the transporters that have documentations as per the approved norms of insurance company be engaged so that in case of any untoward incidence, filling of insurance claim becomes easy.
- o) Any kind of loss or damage to the consignment from foreign airport to IISER, PUNE will be firm's/Agent's responsibility for recoupment. However necessary documents on this account (to be prepared by Agent) will be signed by us in the capacity of consignee/importer.
- p) Even in the case of any dispute the consignment shall be cleared by the agent and handed over to IISER, PUNE pending the settlement thereof.
- q) It will be the sole responsibility of the clearing agent to mention the correct classification code (i.e. HS code) of the product and if at any point it is detected that HS code is wrong, custom duty paid against the wrong code will be recovered from the clearing agent.
- r) The Agent should arrange for collection/delivery of documents on daily basis from IISER Pune Purchase Department.
- s) SBI, TT selling rate or Customs/RBI exchange rate (Import) of foreign currency on the date of arrival in India will be applicable for the purpose of calculation of air freight charges and sea freight charges.
- t) The Agent should settle all the labour related matter with Mathhadi Association
- u) The agent shall adhere to;

- (i) The weight for the purpose of Airfreight will be the “chargeable weight” of the consignment.
- (ii) The weight for the purpose of clearance from airport will be the “Gross weight” of the consignment or “Volume Weight” of the consignment, whichever is higher.
- (iii) Proper dimensions should be mentioned in Air Way Bill in terms of Cms / Inches / odd dimension etc. in import as well as export documents.

CHAPTER - 5

CRITERIA FOR EVALUATION OF BIDS

- A. Airfreight charges:** The forwarder charge the freight charges on the basis of IATA rates which are fixed by the International Air Transport Association (IATA). The parties must offer a single discount on these rates which should be “**in percentage (%) only**” for all countries, shape and size of the consignment i.e. General/Voluminous/Odd Dimensional Cargo (ODC)/ Sea Shipments etc.
- (a) The offer of the bidders will be evaluated on the basis of the percentage of discount and not in individual rates.
 - (b) Offering of discounts in different parameters for different countries, sizes, shapes (voluminous and ODC etc.) of consignment will disqualify the offer.
 - (c) All other statutory charges will be paid as per actual, after submitting original documents.
- B. Clearance Charges:** The rates must be quoted according to the format only, otherwise quotation will be ignored/rejected. The deliver order (DO) charges on consignment coming under own console shall not be paid. DO charges for other consolidation will be paid as per actual. No other clearance charges will be paid extra in any consignment.

**CHAPTER - 6
PRICE SCHEDULE**

Schedule of Rates to be Charged for clearance & other services and Discount on Air freights port of landing – Mumbai Airport.

Charges which are normally claimed and rates for which are sought to be quoted by the C&F Agents are classified in five groups (A,B,C,D,E).

The comparison will be made on the basis of A, B and C (C1 +C2) Groups and the bid will be awarded based on the total of A, B and C.

Each Bidder, depending upon his quoted rates will be given marks from 0-10 for each group.

For Group – A

Bidder giving maximum discount will be given more marks.

For Group – B & C

Bidder having lowest rate will be given maximum marks

Finally different weightage will be given to the marks obtained in each group to calculate the Total Score of each bidder :

Group	Weightage
A	40
B	35
C1	15
C2	10

Following Formula will be used to arrive at Total Score of a Bidder:

$$\frac{\text{Total Score} = 40(A) + 35(B) + 15(C1) + 10(C2)}{100}$$

(Where A,B,C, are marks obtained in respective group) Bidder with maximum total score shall be selected

Note:

- 1. Discounts/Concessions subject to any conditions imposed by the Bidder will be rejected**
- 2. All pages of Commercial Bid should be duly attested with the company seal by the bidder**

GROUP – A

**DISCOUNTED RATES OF AIRFREIGHT FOR FORWARDING CASES
(IMPORT & EXPORT)**

Discount offered on standard IATA rates (a single flat discount for each category to be offered irrespective of weight slabs)	Criteria for calculating marks
1. For forwarding cases : %	Flat Discount offered

Note :

1. Every six months, a copy of IATA rates will be required to be submitted by bidders. Most of our shipments by air shall be on FOB/FCA basis, therefore Terminal charges, Forwarder’s fee, Charges for loading to carrier in shipping country etc. will not be paid separately. If there is any shipment on Ex-works basis, charges in shipper country will be paid on actual basis on submission of supporting documents in original.
2. No other charges except freight, fuel & security surcharges will be paid on FOB/FCA consignment. Bidders may quote their discount adjusting other charges if any. Fuel & Security surcharges will be paid on actual basis as shown on MAWB. The signed copy of MAWB should be enclosed with the bills.

Note:

1. **DO charges on other than bidder’s consol consignments will be paid on actual on original receipt.**
2. **No DO charges will be paid for the consignments arrive under bidder’s consol.**
3. **TSP charges excluding demurrage charges will be paid on actual on submission of original receipt.**

GROUP – B

S.N	Particulars	Air Shipments	Sea Shipments	Post / Courier Shipments	Remarks
1	Agency Charges for custom clearance (per consignment basis)				Per Bill of Entry
2	Opening / Repacking and Strapping for Custom Examination				Per Package
3	Custom Inspection Charges / Documentation				Per Bill of Entry
4	Air/Sea Port Handling Charges				Per Bill of Entry
5	Delivery Order Fee / Stamp Duty				
	Total Amount				For Commercial Bid Comparison
	Below charges as per actual				
1	Transit Insurance Charges	These charges will be paid as per actual supported by receipt			Per Bill of Entry
2	Fork Lift , Crane charges				Per Bill of Entry
3	Dry Ice charges				Per Bill of Entry
4	CMC Charges				Per Bill of Entry
5	S Form Charges				Per Bill of Entry
6	Custom Duty				Per Bill of Entry
7	Handling /Warehouse/				Per Bill of Entry
8	EDI Charges	Nil			
9	Bond Formalities Charges, if any	NIL			
10	Service Tax	As applicable			
11	*Loading / Unloading charges (per Kg/ consignment basis)				Per Bill of Entry
12	*Labour Charges (Per labour charges for shipment more than 200 Kgs / piece only				Per Bill of Entry for shipment more than 200 Kgs / piece only

***As per the statutory orders of Ministry for Labour & Employment OMs which are revised from time to time**

GROUP – C

Transportation charges from Mumbai Air Cargo Office/Agency Warehouse to the campus at IISER, PUNE, for both consol and non-consol shipments

For - Import & Export – (Group - C1)

S.No	Particulars	Weight (Kgs)	Charges
1	Personal delivery of small consignments	Depending on nos of packages, gross weight and dimensions appropriate vehicle should be selected	@ Rs
2	Tempo Charges – like TATA ACE (CHOTA HAATHI)		@ Rs
3	Per Truck (Medium Lorry like TATA – 407)		@ Rs
4	Per Truck (Big Lorry) Upto 9 ton – like Ashok Leyland		@ Rs
	Total Amount for Bid Comparison		

For - Import & Export – Perishable Shipments (Group - C2)

S.No	Particulars	Charges
1	Delivery of perishable consignments on next day basis (Shipment should be kept under refrigerated facility)	@ Rs

S.No	Particulars	Charges
2	Delivery of perishable consignments on the same day after custom clearance (overnight delivery)	@ Rs
	Total Amount for Bid Comparison	

Note: -

1. After clearance of the Consignment from Airport/Seaport, it shall be the duty of the clearing Agent to bring the shipment to their warehouse or directly send to IISER, PUNE . No separate charges for internal transportation of the equipment at Mumbai shall be paid to clearing agent. Therefore, bidder should keep in mind this aspect while quoting the transportation charges from Mumbai to IISER, PUNE.
2. Any separate charges for CHA warehouse at New Mumbai will not be paid extra on any circumstances.

GROUP – D

Air EXPORT CHARGES

Sr. No.	Particulars	Charges
1	Freight Charges	
2	Clearance Charges	
	CMC Charges	
	MIAPL Charges	
3	Transportation Charges from Pune to Mumbai	
4	Opening / Repacking / Strapping Charges	
	Custom Inspection Charges/ Documentation	
	Port Handling Charges	
	Loading/ Unloading Charges	
	Agency & Attendance Charges	
	Delivery Charges from Destination Airport to Consignee	
1	Handling	
2	Documentation	
3	Delivery Charges	
4	Terminal Charges	
5	Custom Clearance charges	

The particulars of charges shown above are only indicative. All the charges may not be applicable in all the cases. Similarly any applicable charges which is not covered above may be indicated in your bid.

GROUP – E

Import of Shipment by Sea Charges

Sr. No.	Particulars	Charges
1.	Sea Freight Charges	
2.	Charges Collect Fee	
3.	Currency Adjustment Factor	
4.	Delivery Order Fees/ Charges	
5.	Endorsement Charges	
6.	Consol Charges	
7.	Documentation Charges	
8.	Terminal Handling Charges	
9.	LCL Charges (Less than Container Load)	

The particulars of charges shown above are only indicative. All the charges may not be applicable in all the cases. Similarly any applicable charges which are not covered above may be indicated in your bid.

CHAPTER- 7

UNDERTAKING BY THE TENDERER

1. WE AGREE TO SHIP THE CONSIGNMENT WITHIN SEVEN DAYS AFTER RECEIVING FROM THE PRINCIPAL SUPPLIER AND AFTER CLEARANCE FROM AIRPORT/SEAPORT IN INDIA, IT WILL BE DELIVERED TO THE PREMISES OF IISER, PUNE (WITHIN 2 WORKING DAYS AND WILL BE DISTRIBUTED TO CONCERNED INDENTOR IMMEDIATELY. IN CASE OF PERISHABLE ITEM, IT WILL BE DELIVERED WITHIN MINIMUM TIME WITH PROPER ARRANGEMENTS.
2. WE AGREE TO PAY THE CUSTOMS DUTY UP TO RS. FIVE LAKHS FOR ALL CONSIGNMENTS AT THE TIME OF CLEARANCE FROM AIRPORT/SEAPORT AND ITS REIMBURSEMENT WITHIN 30 WORKING DAYS (EXCLUDING COURIER TIME) AGAINST PAID CHALLAN. WE SHALL SUBMIT ORIGINAL BILL ALONGWITH THE PAID CHALLANS FOR REIMBURSEMENT OF CUSTOMS DUTY SO PAID WITHIN FIFTEEN DAYS.
3. WE AGREE TO CONFIRM/CHECK REGARDING INSURANCE OF THE CONSIGNMENT BEFORE MOVING THE SAME FROM RESPECTIVE COUNTRY. IF ANY LOSS OCCURRED DUE TO NON INSURANCE, THE SAME WILL BE DEDUCTED FROM OUR BILLS.
4. WE AGREE TO TAKE INSURANCE POLICY FOR ALL EXPORT /RE-IMPORT CONSIGNMENT PRIOR TO SHIPMENT.
5. WE MUST ACCOMPANY NAME AND COMPLETE ADDRESS OF ALL ASSOCIATES LOCATED IN DIFFERENT COUNTRIES ALONGWITH NAMES, TELEPHONE NO, FAX NO AND E-MAIL ADDRESS OF CONTACT PERSONS.
6. WE AGREE THAT WE SHALL NOT CLAIM ANY DEMURRAGE CHARGES, IF PAID BY US AT THE TIME OF CLEARANCE FOR THE SHIPMENTS, IF THE MATERIAL COMES BY OUR CONSOL.
7. WE AGREE TO PROPERLY MONITOR & CLEAR THE CONSIGNMENT SHIPPED BY OTHER CONSOL AND DIRECT ORDERS WITHIN DEMMURAGE FREE PERIOD. IF THE INTIMATION AND DOCUMENTS RECEIVED IN ADVANCE, WE WILL NOT CLAIM ANY DEMURRAGE.
8. WE AGREE THAT THE HOUSE AIRWAY BILL NUMBER, DATE AND MASTER AIRWAY BILL NUMBER AND DATE WILL BE INTIMATED TO THE INSTITUTE ATLEAST TWO DAYS BEFORE OF ITS ARRIVAL AT THE MUMBAI AIRPORT FOR THE PURPOSE OF INSURANCE COVERAGE OF THE CONSIGNMENT.
9. WE AGREE THAT WE SHALL COLLECT NECESSARY DOCUMENTS (BRO, CATLOG, NOC, CDEC ETC.) REQUIRED FOR CLEARING OF CONSIGNMENTS BOTH FROM AIRPORT AND SEAPORT BY DEPUTING OUR REPRESENTATIVE AS AND WHEN REQUIRED, DELAY WILL BE ON OUR ACCOUNT.

10. WE ALSO AGREE TO OPEN AN OFFICE AT PUNE AND HELP THE INSTITUTE ON DAY TO DAY BASIS IN IMPORT AND EXPORT MATTERS WITHIN 30 DAYS OF OFFER LETTER OR BEFORE START OF WORK (WHICH WILL BE EARLIER).
11. 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 ALONGWITH THE CLEARING CHARGES BILLS WITHIN FIFTEEN DAYS OF CLAERNACE OF THE SHIPEMENT.
12. WE SHALL PREPARE THE AIR FREIGHT BILL AND CLEARING 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.
13. WE AGREE TO ACCEPT THE T.T. SELLING RATE ISSUED BY THE STATE BANK OF INDIA, MAIN BRANCH , FOR THE PURPOSE OF CALCULATION OF AIRFREIGHT CHARGES OR CUSTOM RATE WITH DOCUMENTARY EVIDENCE.
14. WE AGREE TO THE PAYMENT TERMS AS MENTIONED IN THE TERMS AND CONDITIONS.
15. WE AGREE, IF MAWB, HAWB, LC NUMBER OR INVOICE DETAIL OF SHIPMENT WILL BE FOUND WRONG THEN IMMIDIATELY INTIMATE TO IISER, PUNE BY THE E-MAIL/PHONE/FAX WITH THE INTIMATION TO PRINCIPAL SUPPLIER FOR CORRECTION ETC, BEFORE FILING THE BILL OF ENTRY.
16. WE AGREE, IF CARGO IS RECEIVED IN DAMAGED CONDTION/SHORT LANDING CARGO, NO PAYMENT SHALL BE MADE TO AGENT/CHA TILL IISER, PUNE RECEIVES THE INSURANCE CLAIM. IN SUCH CASES WE WILL FILE SHORTAGE/DAMAGED/NOT FOUND/NOT TRACEABLE NOTICE WITH AIRPORT AUTHORITIES AND OBTAIN NECESSARY CERTIFICATE/DAMAGE CERTIFICATE FROM THE AIRLINE AND LODGE NECESSARY CLAIM WITH THE CONCERNED AUTHORITIES UNDER INTIMATION TO IISER, PUNE .
17. WE AGREE, IF THE PACKET OF CONSIGNMENT FOUND EXTERNALLY DAMAGED AT THE AIRPORT/ SEAPORT THEN FIRST INFORM TO IISER, PUNE FOR INSURANCE SURVEY. IT WILL ALSO BE APPLICABLE TO THOSE CONSIGNMENT WHICH WILL COME THROUGH OTHER CONSOL ALSO.
18. DURING INLAND TRANSPORTATIONS ANY LOSS/DAMAGE IS THE SOLE RESPOSIBILITY OF CLEARING AGENT, IN THAT CASE WE SHALL PROVIDE LOSS/DAMAGE CERTIFICATE IMMEDIATELY AND FOLLOW UP THE INSURANCE CASES TILL GET REIMBURSED FROM INSURANCE COMPANY AND THEN WE SHALL SUBMIT THE CLEARANCE CHARGE BILL FOR PAYMENT.

19. WE SHALL SUBMIT PERFORMANCE BANK GUARANTEE FROM ANY NATIONALISED BANK OF RS.5,00,000/- VALID AT LEAST 48 MONTH FROM THE DATE OF CONTRACT PERIOD, IF THE CONTRACT IS AWARDED IN OUR FAVOUR.
20. WE AGREE THAT, WE WILL NOT DETAIN/WITHHELD ANY CONSIGNMENT OF IISER, PUNE BEFORE OR AFTER THE CLEARANCE UNDER ANY CIRCUMSTANCES.
21. WE SHALL SUBMIT BILLS WITHIN 15 DAYS OF CLEARANCE OF CONSIGNMENT WITH ALL RELEVANT & SUPPORTING DOCUMENTS.
22. WE HAVE NO OBJECTION, IF INSTITUTE APPOINT SOME OTHER CLEARING AGENT DURING THIS CONTRACT FOR SMOOTH WORKING/FUNCTIONING.
23. WE ACCEPT ALL THE TERMS & CONDITIONS OF YOUR TENDER DOCUMENTS.

NAME: SIGNATURE WITH DATE AND DATE: RUBBER SEAL OF THE TENDERER

CHAPTER – 8 : BID SECURITY FORM

Whereas _____¹(hereinafter called “ the Bidder”) has submitted its bid dated _____(date of submission of bid) for the supply of _____(name and/or description of the goods)(hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE _____(name of bank) of _____(name of the country), having our registered office at _____(address of bank)(hereinafter called “the Bank”), are bound unto _____(name of Purchaser) (hereinafter called “the Purchaser”) in the sum of _____for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____day of _____20____. THE CONDITIONS of this obligation are:

1. If the Bidder withdraws it’s bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of it’s bid by the Purchaser during the period of bid validity:
 - a) fails or refuses to execute the Contract Form if required ; or
 - b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it , owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to one year after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

¹ Name of Bidder

CHAPTER – 9 : Checklist

Bidders to indicate whether the following are enclosed by striking out the non-relevant option.

S.No	Particulars	Documents Attached	Documentary Proof at Page No
1	Two separate bids duly filled in and signed in sealed envelopes (i) Technical (ii) Commercial	(Yes / No)	
2	The Demand Draft/BG for Rs.50,000/- towards Earnest Money Deposit	(Yes / No)	
3.	All the documentary proof as asked in eligibility criteria	(Yes / No)	
3	Undertaking that the successful bidder agrees to give a Rs 5,00,000/- security deposit.	(Yes / No)	
4	Solvency certificate (not older than twelve months) issued by scheduled/nationalized bank with which bidder holds the current account	(Yes / No)	
7	Undertaking – As per Chapter 7	(Yes / No)	
8	A copy of the Price bid	(Yes / No)	

Chapter - 10

AGREEMENT FOR CARGO CONSOLIDATION AND CUSTOM CLEARING AGENT

Agreement made this ___ day of 2013 BETWEEN Indian Institute of Science Education & Research having its registered office at 900, NCL Innovation Park, Dr. Homi Bhabha Road, Pune- 411008, hereinafter referred to as "IISER" which expression shall whenever the context so required as admits, mean and include its successors and assigns on one part and M/s ----- incorporated under the companies act having its branch office at (hereinafter referred to as 'Agent') which expression shall whenever to context so required or admits, mean and included its successors and assigns on the other parts.

Witness as follows:

WHEREAS IISER imports various kind of goods by Air/Sea for their laboratory from various countries and are in need of an agency to arrange collection from various overseas vendors suppliers and forwarding by air / sea / post parcel / courier through consolidation wherever possible (other than dangerous goods / perishable goods) and arrange customs clearance at Mumbai Airport Sea port / Foreign post and delivery to IISER.

AND WHEREAS the Agent and their foreign associates as listed in the schedule, are approved agents of IATA and are recognized by various airlines as cargo Agents.

AND WHEREAS the Agent and their overseas associates are carrying on business as air freight forwarding Agents all over the world and whereas the Agent and their overseas associates have offered to render the required services to IISER.

AND WHEREAS the Agent has offered to render the required services to IISER in respect of all its imports and exports (if any).

NOW THIS AGREEMENT witnesses as under:

1. The duration of this agreement shall be 12 months deemed to be commencing on and from the ----- and automatically ending on the ----- without the necessity of serving notice of termination.
2. The contract shall be for 12 months starting from the ----- which may be further extended for a period of 12 months, subject to the services being found satisfactory by IISER.
3. This agreement is executed on the specific understanding that the Agent shall solely responsible for rendering services as agreed upon in this agreement. However, in case of any changes in overseas associates of M/s (Agent) the same shall be advised to IISER immediately, after making the change with full particulars.
4. During the continuance, the Agent shall render the following services to IISER.

- 4.1 Customs clearance of imported consignments from Indian Airport Authority of India (IAAI) / Inland Container Depot (ICD) / Foreign Post & Courier, Mumbai any other Indian Airport/Sea port.
 - 4.1.1 The clearance of precious and delicate type of equipments, instruments and other special type of materials, including perishable chemicals, live animals etc.
 - 4.1.2 Receipt of documents relating to custom from IISER, Pune and ensuring the following;
 - a) Custom clearance of the consignment including all the stages of customs clearance.
 - b) Obtaining non-delivery certificate/short landing certificate/damage certificate in the case of materials are short delivered by Indian Airport Authority of India (IAAI),or airlines and lodging of claims with them immediately on behalf of IISER Pune.
 - c) Arranging insurance survey at airport/IAAI incase of damages to the consignment and get the damage certificate.
 - d) Immediate Dispatch/delivery of consignment to IISER, Pune after custom clearance.
 - e) To identify the consignments of negative/banned listed & 100% Custom Duty Free items from day today purchase orders issued by the Institute and advise the Institute accordingly.
 - 4.1.3 Any other job in connection with the clearance of goods from Customs.
 - 4.1.4 Clearance and intimation of Post Parcels from Customs/Foreign Post Office, Mumbai & delivery to IISER, Pune.
 - 4.1.5 Clearance of sea shipment from any port of the India and delivery of consignment at IISER,Pune after custom clearance.
 - 4.1.6 Follow-up of cases of recovery of any excess duty paid to customs.
 - 4.1.7 To provide the damage certificate to the Institute for insurance claim,in case of damage consignment.
 - 4.1.8 Clearance for consignment arrived through courier/cargo mode.
 - 4.1.9 Clearance of any free samples that may come for R&D purpose
- 4.2 Consolidation of the consignments being imported from across the world
 - 4.2.1 Complete monitoring and supervision of the movement from the date of order/ letter of credit and regular feedback on the progress of order to IISER. In case the Pre-Alert/Advance Shipping Document is not received before landing of the consignment, the delay in clearance will be on the part of Agent and the respective amount of demurrage shall be recovered from the bill. IISER shall not be liable to pay any amount on account of demurrage charges, if intimation & documents received in advance to you.

- 4.2.2 To provide timely information (pre-alert) regarding dispatches and other relevant information to IISER.
- 4.2.3 To facilitate specialized packing for all kinds of materials as per the International Air Transport Association (IATA) specifications and international packing standards.
- 4.2.4 Clearance & transportation of special projects materials voluminous and heavy packages, dangerous and hazardous materials including radioactive materials, live animals on priority basis.
- 4.2.5 Prompt communication through telephone, e-mail, etc., to ensure quick clearance.
- 4.2.6 Any other services needed regarding consolidation from time to time.
- 4.2.7 If any nearby International airport agent's associates are not available, then the Agent will be responsible for making arrangements for smooth shipment (for EX-WORK/FOB/FCA) from any country to Indian Airport/Seaport, for that Agent will not claim any extra charges.
- 4.3 Exports to various countries:-
 - 4.3.1 Export of certain items for repairs, which will be re-imported after repairs.
 - 4.3.2 Export of equipments for replacement and completion of their paper work.
 - 4.3.3 Export of R&D samples to a designated agency/firm.
 - 4.3.4 All procedural formalities with customs will be required to be done by the Agent. The Agent should take care of the paper work of the export documents for repair or replacement materials on priority basis.
 - 4.4.1 The Agent will provide refrigerated containers to bring perishable consignment from Mumbai to IISER, Pune or other designated place specified.
 - 4.4.2 The Agent will provide the facility for storing the consignment including that of perishable which could not be transported to IISER as soon as the custom clearance is done. In case the item has to be kept in cold storage and/or refrigerated environment, such facility should be provided/ arranged including dry ice filling wherever it is required.
 - 4.4.3 The consignment after clearance from airport/seaport should be delivered at IISER, Pune, within two working days. In case of perishable items, it should be delivered directly within minimum required period with proper arrangements. The perishable consignments should be cleared immediately on landing and clearance process for such consignments should begin well in advance. In case a perishable consignment is damaged due to insufficient arrangement and/or dry ice during clearance & transportation upto IISER, Agent shall be held responsible for the complete loss.
 - 4.4.4 On the receipt of consignment, the Agent shall have to submit a clear copy of Master

Air Way Bill (MAWB), House Air Way Bill (HAWB), Cargo Arrival Notice (CAN), Commercial Invoice & packing list for Bank Release Order (BRO).

- 4.4.5 Agent will be responsible for the safety of the cargo in all circumstances, besides handling complete and proper papers whether it may be for import or export of consignment. In the events of non availability of invoice or other relevant papers if consignments incur demurrage or penalty, the consolidator shall be solely responsible.
- 4.4.6 Pre-shipment advises must be intimated well in advance (48 hours prior to shipment). The Agent has to submit invariably statement / update status of shipments arrival / proposed shipment on daily basis to IISER through e-mail. Also Agent should give the detailed prior information of the materials to be shifted from Mumbai to IISER, Pune by e-mail and fax so that Inspection Report should be prepared and unloading arrangement should be made in advance, if any. IISER shall not bear/pay any demurrage charges on account of any delay in clearance attributable to clearing agent or their freight forwarder or any other personnel/party.
- 4.4.7 Agent has to pay all the clearing charges of the consignment including customs duty up to Rupees Five Lakhs per consignment (shipment). Airfreight/Sea-freight charges and clearing charges etc. will be paid after original receipt of the consignment at IISER and also the receipt of pre received bill in duplicate addressed to The Assistant Registrar (Stores & Purchase) IISER, along with the relevant documents as proof for which payment has to be charged by the Agent. All the receipt should be provided in original including HAWB. The bill should be submitted within 15 days from the release of materials from customs.
- 4.4.8 If the consignment is found externally damaged condition/ short delivery, the payment of airfreight, customs duty, clearing charges and transportation charges will not be made to the Agent. However, the payment will be released only after the amount recouped from the insurance company. It will be the responsibility of the Agent to provide the damage certificate/short delivery certificate to IISER, in case of damage/short delivery of the consignment.
- 4.4.9 Bank Release Order (for consignments against irrevocable letter of credit) will be delivered after its receipt from the bank. Customs clearance should be initiated without waiting for bank release order which generally takes time.
- 4.4.10 The Agent must intimate IISER well in advance (48 hrs/pre- alert advice) from the date of arrival of the consignment at Mumbai airport with the house airway bill (HAWB) and master airway bill (MAWB) numbers so that the required documents are prepared and collected by agent representative in Pune in time. The Agent shall be held responsible for any delay on their part where they do not file the bill of entry with custom or do not confirm any discrepancy to IISER. The demurrage charges due to agent's negligence will be recovered from them. Similarly the agent shall have to make good to IISER any loss incurred due to negligence or failure on their part to take prompt action in finalization of the Bill of Entry and clearance of consignment. The firm may be required to carry out or arrange to carry out the inspection of the orders material at the country airport of shipment or suppliers premises on behalf of IISER. If required, in certain cases safe custody of the consignment cleared is the responsibility of the Agent until it is delivered to IISER and delivered to the concerned indenter. The unloading of the

materials at IISER will be the responsibility of the Agent. IISER will pay the crane/forklift charges for unloading the heavy materials on actual basis.

- 4.4.11 The Agent is also responsible for clearance of material shipped by Other Consol (CIF/CIP & C&F) or Direct Purchase Order. If all relevant documents and intimation provided in advance to them by IISER, then No Demurrage will be paid in any condition. Agent is fully responsible for proper monitoring of shipment from principal supplier and arrangement of Demurrage Free clearance of consignment come from other Consol including Direct Orders.
- 4.4.12 The Agent must ensure/check about the proper Insurance of the shipment before moving the consignment from the respective countries. In Export & Re-Import cases, Agent is fully responsible to take Insurance policy for the consignment. The same will be reimbursed after producing the original policy document with proper bill on actual. If any loss occurred due to non insurance of the consignment during transit, then the total loss will be recovered from the Agent's bills.
- 4.4.13 Agent shall make good to IISER, any loss incurred due to negligence/ failure on his part to take prompt action in finalization of Bill of Entry and clearance of consignment within stipulated period, losses to IISER will be recovered from the agent from his bills.
- 4.4.14 The consignment will be moved within seven (07) days of receiving of material from the foreign supplier/ firm (For FOB/FCA/EX-WORK) and after clearance from airport/ Sea Port should be delivered at our IISER within a week (For FOB/FCA/EX- WORK/CIF etc).
- 4.4.15 In case the cargo is received in shortage/damaged condition/short landing cargo, no payment shall be released to the bidder till IISER 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, damage certificate from the Airlines / Sea liner and lodge necessary claim with the concerned authorities under intimation to IISER. It will be the duty of the Agent to follow up the matter with Insurance Company for claim settlement including damage certificate, surveyor inspection along with Institute representative, claim lodging and any necessary requirement.
- 4.4.16 All our imports are partially customs duty free which are imported under Notification No. 51/96 dated 23.07.1996 against which duty exemption certificate will be provided by us against each import for custom clearance purpose on receipt of Cargo Arrival Notice from the agent. The applicable custom duty as applicable (presently it is 5.15%) only after duty exemption certificate in all shipment except 100% duty free items. The agent will file Bill of Entry immediately after landing of the consignment under intimation to us for arranging duty exemption certificate. In case of any customs objection, the written communication must be sent to us without any delay. In no case full Custom Duty shall be paid by the Agent when Custom Duty Exemption Certificate is provided by IISER.
- 4.4.17 If any damages/pilferage/theft/shortage occurs during the transportation, loading and unloading under custody of your freight forwarder/your custody after taking delivery from IAAI, Agent will be responsible for the total losses and the same will be recovered

from the Agent. This will be as per IATA rules. In the event of damages/ shortage/ pilferage to the consignment, open delivery will be taken by IISER. If the same thing is found during the course of customs clearance the same must be got recorded on the Bill of entry. Copy of which will be provided to IISER by the Agent.

- 4.4.18 Unloading and distribution of consignment at IISER will be the Agent's responsibility. Only Insurance approved transporters i.e. the transporters that have documentation as per the approved norms of insurance company be engaged so that in case of any untoward incidence, filling of insurance claim becomes easy.
 - 4.4.19 Any kind of loss or damage to the consignment from foreign airport to IISER will be firm's/ Agent's responsibility for recoupment. However necessary documents on this account (to be prepared by Agent) will be signed by us in the capacity of consignee/importer.
 - 4.4.20 Even in the case of any dispute the consignment shall be cleared by the agent and handed over to IISER pending the settlement thereof.
 - 4.4.21 It will be the sole responsibility of the Agent to mention the correct classification code (i.e. HS code) of the product. If at any point it is detected that HS code is wrong and customs duty paid against the wrong code will be recovered from the clearing agent.
 - 4.4.22 The Agent should arrange for collection/delivery of documents on daily basis from IISER, Purchase Department.
 - 4.4.23 State Bank of India's, TT selling rate or Customs/RBI exchange rate (Import) of foreign currency on the date of arrival in India will be applicable for the purpose of calculation of air freight charges and sea freight charges.
 - 4.4.24 The Agent should settle all the labor related matter with Mashhad Association any other party associated with and IISER is not responsible for any dispute arising out of it.
 - 4.4.25 Agent is responsible for all risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the contract.
 - 4.4.26 During continuance of the contract, the Agent shall abide at all times by all existing labor enactment and rules made there under, regulations, notifications and bye laws of the Central Government or / and any other labor law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labor law or any other legislation in future by the Central Government.
 - 4.4.27 The Agent will have to comply with all the provisions and requirement of the statutory regulations like Contract Labor (Regulation and Abolition) Act, 1970, Employees Provident Fund and Miscellaneous Provisions Act, Minimum Wages Act, and/or any other such statutory requirements provided under any Act or Rule of this Union of India.
- 4.5 The Agent shall adhere to:

- 4.5.1 The weight for the purpose of Airfreight will be the “chargeable weight” of the consignment.
- 4.5.2 The weight for the purpose of clearance from airport will be the “Gross weight” of the consignment or “Volume Weight” of the consignment, whichever is higher.
- 4.5.3 Proper dimensions should be mentioned in Air Way Bill in terms of Cms / Inches/ odd dimension etc. in import as well as export documents.
- 4.6 For rendering all the various services as stated above, the rates agreed as per Annexure ‘A’ are applicable.

5 Force Majeure

- 5.1 None of the parties hereto, shall be liable for damages or shall have the right to cancel and terminate the agreement for any delay or default of the other party, in performing its obligations hereunder. If such delay or default is caused by conditions beyond its control including, but not limited to government restrictions, continuing domestic or international problems such as, war or destructions, nuclear holocaust, strikes, lockouts, fires, floods, work stoppages, embargoes etc or other acts of God provided however, that either of the parties thereto shall have the right to terminate this agreement upon two months written notice to the other, if the other party is unable to carry out obligations hereunder due to any of the causes beyond its control as above and such inability continues for a period of 6 months.

6. Termination

- 6.1.1 Notwithstanding anything herein contained in this agreement shall terminate.
- 6.1.2 When the Agent fails to perform and render the services, which Agent is obliged to perform or render hereunder.
- 6.1.3 If any time during the time of agreement, either of the parties hereto fails to perform, the other party shall have the right to give a written notice to such party, setting forth the breach of obligations under this agreement complained of and unless within 30 days after giving such notice, the breach has not been remedied, the party giving such notice may give, further written notice to the other party of termination of this agreement up to a date specified in such further notice which shall not be less than 15 days, from the date of such further notice. In the events of such further notice being given, agreement shall terminate and the rights of the parties hereunder shall cease upon the date so specified in such further notice.

7. Settlement of Accounts

- 7.1 Upon the termination of this agreement for any cause whatsoever, all accounts due and owing as between the parties shall become due and be paid within Thirty (30) days from the date of termination of this agreement.

- 8 Secrecy
 - 8.1 It is agreed that, all oral or written advices and materials made available by IISER to the Agent in pursuance of the services to be rendered hereunder are strictly confidential in nature and shall not be disclosed by Agent or any of his staff without written permission of IISER during and after the terms of this agreement.
9. IISER can terminate the contract with one-month notice in case the services are not found satisfactory or otherwise. In such a case, IISER will pay on actual work basis for the duration for which the services were used in question. Similarly the Agent may also terminate the agreement by giving one-month notice. However, on specific request of IISER, the Agent will continue to provide the service for one more month but not exceeding two months in total.
- 10 The Agent shall within 10 (ten) days of receipt of intimation of acceptance of this tender deposit security deposit of Rs 5,00,000/- by means of Bank Guarantee from Nationalized Bank only valid for more than 24 months of contract period. Security deposit will be returned after one month of the successful completion of the contract as certified by the competent authority of IISER and after deducting the dues, if any, payable to the IISER. In the event of any breach of any terms and conditions of the contract, the contract will be terminated and security deposit shall be forfeited. In other words, IISER would revoke the bank guarantee and proceeds so obtained would be considered towards security deposit forfeiture account.
- 11 TDS and any other Government levies detectable / applicable on bills as per Government instructions/notifications issued from time to time shall be deducted from Service Provider's bills.
- 12 Arbitration
 - 12.1 In the event of any question, dispute or difference arising under this agreement or in connection there with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to an arbitrator be appointed by the Director, IISER and the decision of the Arbitration will be binding on both parties of this agreement.
- 13 In respect of all disputed differences whatsoever arises between IISER and the Agent or relating to the construction meaning and operation of effect of this contract or the breach thereof, the same shall be settled into the court of Law of Honorable Justice at Pane.
- 14 It is agreed and declared by and between the parties hereto that so far it concerns the jurisdiction of any court in enforcing any of the rights or remedies of the parties hereto against each other or one another, a court in the city of Pane alone shall have jurisdiction to the exclusion of all other courts in any place in the Union of India so that none of the parties hereto shall be entitled to any proceedings whatsoever in respect of any matters touching or relating to or in connection with or arising under agreement and the terms and conditions thereof in any court except the court or courts having jurisdiction in the city of Pane.

15 The other terms & conditions would remain same as per tender document enquiry No IISER- PUR-0971-13

Signature of Contractor

Witnesses:

1. Signature:

2. Signature:

Name:

Name:

Address:

Address:

In witness whereof the parties hereto have executed this agreement in the presence of the witnesses hereunder at Pune.

For Indian Institute of Science Education and

For

Witnesses:

Witnesses:

Signature:

Signature

Name:

Name:

Address

Address:

IMPORTANT NOTICE

TENDERERS RESPONDING TO THIS ENQUIRY SHALL BE DEEMED TO BE AGREEABLE TO THE TERMS AND CONDITIONS HEREIN CONTAINED. THESE TERMS AND CONDITIONS SHALL BE BINDING ON THE SUCCESSFUL TENDERER. CONDITIONAL TENDERS ARE LIABLE TO BE REJECTED. IISER PUNE WILL PROCESS THE TENDER AS PER IISER PUNE STANDARD PROCEDURES. THE DIRECTOR OF THE INSTITUTE RESERVES THE RIGHT TO REJECT ANY OR ALL OR PART OF TENDER WITHOUT ASSIGNING ANY REASON AND SHALL ALSO NOT BE BOUND TO ACCEPT THE LOWEST TENDER.

I agree to all terms and conditions mentioned in the tender document of the Institute

Signature of the Tenderer