

TENDER DOCUMENT

FOR

Consolidation-cum-Clearance Agent

**Last Date & Time of Submission
of Tender Document** : **29.04.09 upto 1430 hrs**

Opening of Bid : **29.04.2009 at 1530 hrs**

CENTRAL SCIENTIFIC INSTRUMENTS ORGANISATION, SECTOR-30,
Chandigarh

TENDER NO. CSIO/1(41)/Pur

Sealed Tenders are invited from the Recognized Registered Custom House Clearing Agents with valid Government approved license for getting the consignments cleared from Custom Department and its safe delivery at Central Scientific Instruments Organisation, Sector-30, Chandigarh. The Contract with successful bidder will be made initially for a period of one year. Tender Document comprising full details and terms and conditions etc. can be download from our website www.csio.res.in or can be obtained from the Purchase Section, Central Scientific Instruments Organisation, Sector-30, Chandigarh on a payment of Rs. 300.00 in shape of demand draft in favour of Director, Central Scientific Instruments Organisation, Sector-30, Chandigarh, payable at Chandigarh. Earnest Money Deposit (EMD) of Rs. 20,000/- in the shape of Demand Draft/Banker's Cheque /bank Guarantee in favour of Director, CSIO, Chandigarh is required to be deposited with the Tender Document, failing which Tender will not be considered by the Institute.

Interested bidders are requested to submit the sealed tender addressed to the Director, Central Scientific Instruments Organisation, Sector-30, Chandigarh superscribing "Tender for the appointment of CHA cum clearing agents" latest by 29.04.2009 (upto 1430 hrs). The same will be opened on the same day at 3.30 P.M. in the presence of tenderers who wishes to be present.

**Stores & Purchase Officer
Central Scientific Instruments Organisation,
Chandigarh**

INSTRUCTIONS AND TERMS & CONDITIONS

1. CSIO places purchase orders primarily on F.O.B. basis. A few purchase orders are placed on ex-works basis and on C.I.F. basis. The schedule of the requirement of jobs/services is mentioned in **Annexure 'A'**.
2. The tenderer should be a Registered Consolidation Agent/Freight Forwarder with Custom Department. A copy of valid/permanent Custom License as CHA in the name of bidder should be attached with the tender.
3. The agency should have network of cargo forwarding/consolidating agents in at least 20-25 countries viz. USA, Canada, Mexico, Brazil, UK, Switzerland, France, Italy, Germany, Sweden, Ireland, Norway, Denmark, Austria, Israel, The Netherlands, Japan, Singapore, Hongkong, Korea, Australia etc. A list of the same with telephone numbers and addresses should be attached with the tender.
4. CSIO will pay the Custom Duty as per rules of the Custom Department, on customs assessable value for all the imported items.
5. Your firm is to pay all the clearing charges of the consignment including Customs Duty. Your bill for Airfreight/Sea-freight charges, Custom Duty and Clearing charges etc., will be paid to you within a period of one month from the date of receipt of the consignment in our premises in good condition or from the date of submission of the bill along with all relevant documents, whichever is later.
6. CSIO shall not bear/pay any demurrage charge on account of any delay in clearance attributable to Clearing Agent or their freight forwarder.
7. The consignment after clearance from airport should directly be delivered to **CENTRAL SCIENTIFIC INSTRUMENTS ORGANISATION, CHANDIGARH** within seven working days. In case of perishable items, it should be delivered within minimum required period with proper arrangements. The perishable consignments should be cleared within 24 hours of landing and clearance process for such consignments should begin well in advance. In case, a perishable consignment is damaged due to insufficient dry ice during clearance, agency shall be held responsible for the complete loss.
8. For any kind of loss or damage to the consignment from Foreign Airport to CSIO, the agency will be fully responsible for recoupment of loss, if any. However, necessary documents on this account (to be prepared by you) will be signed by CSIO in the capacity of consignee/importer.

- 9.. **Weight:** (a) the weight for the purpose of airfreight will be the “chargeable weight” of the consignment.
- (b) the weight for the purpose of clearance from airport will be the “gross weight” of the consignment.

10. **Air freight charges:** The freight charges shall be on the basis of IATA rates which are fixed by IATA. 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 rates. **The bidder should furnish an undertaking to this effect on its letterhead and send a certified statement of these charges presently applicable with the bid.**

The airfreight charges for various countries will be paid in equivalent rupee in India for Air Freight consignments as on the date of transaction.

11. The agency, in the schedule of rates **Group-A** should offer a single standard/flat discount on IATA rates, which should be ‘in percentage’ only, applicable for all countries and all weight slabs.

Offering of discounts in different parameters for different countries, sizes, shapes (voluminous and ODC, etc.) of consignment **will disqualify the offer**, which may be noted.

The offers of the parties will be evaluated on the basis of the percentage of discount and not on individual rates for weight slabs. Offers/bids with discounts subject to any conditions imposed by the bidder will be rejected.

12. **Clearance/Transportation/Other charges:** The rates for clearance & other relevant services for the consignment at New Delhi Airport and transportation charges for its subsequent delivery to our premises at CSIO, Chandigarh will be furnished by the parties according to respective formats given in Schedule of Rates **Group B&D** only, failing which, quotation is likely to be ignored by the Institute.

Delivery Order (D.O.) charges on consignment coming under contract shall not be paid. D.O. charges for other consolidation will be paid as actual. Discounts/concessions subject to any conditions imposed by the bidder will not be considered.

13. **Earnest Money Deposit:** Rs. 20,000/- (Rupees Twenty Thousand only) in the form of Demand Draft, payable to Director, CENTRAL SCIENTIFIC INSTRUMENTS ORGANISATION, CHANDIGARH must accompany with the tender and the same will be returned to the unsuccessful bidder as soon as the contract is finalized, without any interest. However, in case of successful bidder it will be returned only upon the receipt of Security deposit. The Tender document without EMD will not be considered by the Institute.
14. **Security Deposit:** Since the agency will be entrusted with the responsibility of handling valuable consignments on behalf of CSIO, the successful bidder will be required to furnish a security of at least Rs. 50,000/- (Rupees fifty thousand only) in the form of Bank Guarantee/FDR/Demand Draft in favour of Director, Central SCIENTIFIC INSTRUMENTS ORGANISATION, CHANDIGARH to safeguard the interests of WII in the event of any loss due to any act of omission or commission by the agency. The consolidator shall be responsible for the safety of cargo in all circumstances.
15. **Advance Payments:** The clearing agency shall be responsible to pay initially upto limit of Rs.25,000/- (Rupees twenty five thousand only) per consignment on account of clearing, handling, freight, custom duty and other charges without waiting for advance payment. The Institute shall reimburse the same on submission of bill with receipts. For higher amounts on account of Custom duty full advance will be given by the Institute. No condition in this regard shall be accepted by the Institute and will liable to be rejected.
16. The agency must intimate CSIO well in advance at least three days, from the date of arrival of the consignment at New Delhi Airport with the House Airway Bill and Master Airway Bill numbers so that the required documents are prepared and sent to you in time. The agency shall be held responsible for any delay on their part where they do not file the Bill of Entry (B.E.) with custom or do not confirm any discrepancy of CSIO, in documents. The demurrage charges due to agent's negligence, will be recovered from them. Similarly the agent 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.
17. The firm may be required to carry out or arrange to carry out the inspection of the ordered material at the country/port of shipment or supplier's premises on behalf of CSIO, if required in certain cases.
18. Safe custody of the consignment cleared, is the responsibility of the agency until it is delivered to stores, CSIO, Chandigarh.

19. Agency shall be required to examine carefully all packages marked for customs examination of each consignment arrived at the airport with respective invoices/packing list etc. Any damage or loss of goods should be brought to the notice of CSIO 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.
20. The copy of our purchase order shall be sent to your firm/your foreign associates who shall follow up with foreign supplier to ship the goods within delivery schedule and intimate CSIO well in time, so as to complete necessary documents for custom clearance. **In case of failure to do so by you/your foreign associate, the charges incurred, if any, will be payable by you.**
21. **F.O.B. consignments:** Normally orders will be placed with foreign suppliers on FOB basis. Your console airfreight rates must be based on FOB shipments i.e. from shipping airports in the exporting country to New Delhi Airport. The consignment will be delivered by foreign supplier to you/ your foreign associate at nearest airport. Accordingly inland handling/forwarding charges in the exporting country shall not be payable.
22. **Ex-works shipments:** In case the foreign supplier agrees to supply the goods on ex-works basis only, the consignment shall be lifted by your agent from the foreign supplier's end for onward shipment to CSIO, Chandigarh via New Delhi. The inland handling/forwarding charges shall be paid by CSIO in such cases on actual basis against production of supporting documents.
23. Bank release order (for consignments against irrevocable Letter of Credit) will be delivered only after its receipt from the Bank. Custom clearance should be initiated without waiting for Bank discharge, which generally takes time.
24. Even in the case of any dispute, the consignment shall be cleared by the agent and handed over to CSIO, Chandigarh pending the settlement thereof.
25. No guarantee can be given for any definite volume of work which will be entrusted to the clearing agent at any time or throughout the period of contract. However, the clearing agent will have to handle all the work, entrusted to them and refusal or inability to handle all or any such work allocated shall be deemed to be a breach of the contract and their security deposit shall be forfeited and legal action shall be initiated as per rule.
26. The rates should hold good during the currency of contract.

27. The offer must accompany name and complete addresses of all associates located in different countries alongwith names, phone, fax, and e.mail numbers of contract persons.
28. The tenderer or its principals/counterparts must be a member of International Air Shipping Association (IASA/IATA/FIATA) and should be accredited by the Customs for customs clearance as CHA. The authority letter from the principal company/counterparts must be submitted with the offer.
29. The successful bidder shall handle sophisticated and valuable consignments, hence the bidder shall have to furnish a fidelity guarantee bond for an amount of Rs. 5.00 lakhs in favour of Director, 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 firm.
30. The Director, CSIO reserves the right to terminate the contract on one month's prior notice at any time on finding the service unsatisfactory or on breach of contract.
31. Incomplete tender is liable to be rejected.
32. **The tender, which is received by fax/e-mail and open condition will not be considered.**
33. **Tenders received after the due date and time will not be considered at all. CSIO will not be responsible for delay in submission of the tender by postal or courier agencies. Tender must reach well before time and date of submission.**

Freight charges will be paid in Indian Rupee as per our agreement/contract on the basis of original HAWB rates after receipt of consignment at CSIO after custom clearance. Payment of Air Freight charges shall be made on the basis of exchange rates prevailing on the date of shipment.

34. Your tender should contain the following documents:
 - (a) Forwarding letter in your letter head addressed to the Director, CENTRAL SCIENTIFIC INSTRUMENTS ORGANISATION, CHANDIGARH without any condition/remarks forwarding therewith :
 - (b) A copy of valid permanent Customs License as CHA.
 - (c) A copy of service tax registration certificate.
 - (d) The list of all parties/Government Organizations (with their full address) where similar nature of services were rendered during the last three years along with proof.
 - (e) Schedule of Rates duly completed with signature and stamp of the agency.
 - (f) Undertaking by the tenderer 'Annexure-B' to be furnished without any addition/ alteration/ cutting/ remarks.
 - (g) Any relevant document in support of claims made by you.

- (h) EMD Rs. 20,000/-in the form of DD/Banker's cheque/BG (as per enclosed format), with validity of at least six months in favour of Director, CSIO, Chandigarh.
 - (i) A certified copy of IATA rates applicable on the date of submission of tender.
35. The sealed envelope containing the tender must be superscribed as **“Tender for the appointment of CHA cum Clearing Agent”**.
36. The Director, CSIO, reserves the right to accept or reject partly or wholly any tender without assigning any reason whatsoever.
37. The Director, CSIO reserves the right to terminate the contract within one month prior notice at any time on finding the service unsatisfactorily or on breach of contract.
38. The quotation shall be valid for a minimum period of one hundred eighty days (180 days) from the date of opening of bids.
39. All terms used in the tender document will have the meaning as described in incoterms 2000 **or any modification lateron**
40. **Force Majeure**
- A) However, the Agency shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
 - B) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Agency and not involving the Agency's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Institute either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - C) If a Force Majeure situation arises, the Agency shall promptly notify the Institute in writing of such conditions and the cause thereof. Unless otherwise directed by the Institute in writing, the Agency 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.
41. **Resolution of Disputes:** All disagreements, disputes, difference that may arise between the Central SCIENTIFIC INSTRUMENTS ORGANISATION, CHANDIGARH and the Agency which cannot be resolved through mutual negotiations shall be referred to an Arbitrator to be appointed by DGCSIR, New Delhi in accordance with the provisions of relevant Indian Law. The venue of the proceedings and arbitration shall be Chandigarh, India.

42. **Jurisdiction:** The obligations and liabilities arising out of this contract shall be construed in accordance with the laws of Union of India. The Court in Chandigarh, India shall have the exclusive jurisdiction to try all or any of the dispute.
43. **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 specified in the contract. A notice shall be effective when delivered or on the notice's effective date, which ever is later.
44. Tenders which do not fulfill any or all of the above conditions or incomplete, are liable for rejection.

SCHEDULE OF REQUIREMENTS

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

I. Custom clearance of consignments from IAAI/Foreign Post Office at New Delhi :

- Receipt of clearance documents from CSIO.
- Custom clearance of the consignment including all stages of the process.
- Obtaining non-delivery certificate/short landing certificate in case the materials are short delivered by IAAI or Airlines and lodging of claims with them on behalf of CSIO.
- Arranging Insurance survey at Airport/IAAI in case of damages/shortage to the Consignment
- Clearance of IPP parcels from customs/foreign post office New Delhi
- Any other job in connection with the clearance of goods from customs
- Immediate dispatch/delivery of consignment at CSIO, Chandigarh after custom Clearance.
- Follow-up of cases of recovery of any excess duty paid to customs.

II. Consolidation of the consignments being imported from all over the world:

- Complete monitoring and supervision of the movement of consignment from the date of order /LC and regular feedback on the progress of order to CSIO. In case the same is not received 3-4 days before the date of landing of consignment, the delay in clearance will be on the part of the agent and the respective amount of demurrage will be recovered from CHA.
- To provide timely information (pre-alert), regarding dispatches and other relevant information to CSIO
- To facilitate specialized packing for all kinds of materials as per IATA specifications and international packing standards.
- Transportation of special project materials voluminous and heavy packages, Radio active, sensitive, hazardous and perishable materials.
- Extensive communication through telephone, tele-fax, e-mail etc.
- Any other service needed regarding consolidation from time to time.
- Shipment should be made preferably through Air-India.

iii. Export of items/equipments for repairs or replacement

- Export of certain items for repairs, which will be re-imported after repairs.
- Export of equipments for replacement.
- All procedural formalities with customs will be required to be done by the CHA.

Undertaking by the Tenderer

1. We agree that the consignments after clearance from airport will directly be delivered to the premises of CSIO, Chandigarh within seven working days. In case of perishable item, it will be delivered within minimum time with proper arrangements.
2. We agree to pay the customs duty for all consignments as per terms & conditions of the Tender Document at the time of clearance from airport and its reimbursement within fifteen working days (excluding courier time) against paid challan. We shall submit bill alongwith the paid challan for reimbursement of customs duty so paid.
3. We agree that we shall not claim any demurrage charge , if paid by us at the time of clearance, for the shipments arranged by us.
4. We agree that the House Airway Bill number and date and Master Airway Bill number and date will be intimated to the importer at least before two days of its arrival at the New Delhi Airport for the purpose of insurance coverage of the consignment.
5. We agree that we shall collect necessary documents required for clearing of consignments both from airport and seaport by deputing our representative as and when required. Delay will be on our account.
6. We agree that we shall submit the Original House Airway Bill, copy of Master Airway Bill, customs signed invoice, Bill of Entry both importer copy and exchange control copy, along with the clearing charge bills.
7. We shall prepare the airfreight bill and 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 Rates.
8. We agree to all the terms and conditions as mentioned in the Tender Document.

Signature of the tenderer with Seal

Place :

Date:

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

Charges which are normally claimed and rates for which are sought to be quoted by the C&F Agents are classified in four groups (A,B,C,D) for the purpose of comparison among different bidders. Each Bidder, depending upon his quoted rates will be given marks from 0-100 for each group. Finally different weightage will be given to the marks obtained in each group to calculate the Total Score of each bidder :

Group	Weightages
A	50
B	20
C	5
D	25

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

$$\text{Total Score} = \frac{50(A) + 20(B) + 5(C) + 25(D)}{100}$$

(Where A,B,C,D are marks obtained in respective group)

Bidder with maximum total score shall be selected

Note: Discounts/Concessions subject to any conditions imposed by the Bidder will be rejected.

(Group A)

DISCOUNTED RATES OF AIRFREIGHT FOR FORWARDING CASES

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 (voluminous consignments) : _____ %	0.8 mark will be given for every 1 percent of discount offered on IATA rates
2.	For forwarding cases (over dimensional consignments) : _____ %	0.1 mark will be given for every 1 percent of discount offered on IATA rates
3.	For forwarding cases of (hazardous consignments) : _____ %	0.05 mark will be given for every 1 percent of discount offered on IATA rates
4.	For forwarding cases of (normal consignments) : _____ %	0.05 mark will be given for every 1 percent of discount offered on IATA rates

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 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.
2. No other charges except freight, fuel & security surcharges will be paid on FOB consignment. Bidders may quote their discount adjusting other charges if any.
3. Evaluation of the bids will be made on FOB basis only.

Following five categories of charges are included in this group:

(1) Agency commission, (2) D.O. charges, (3) C.C. fee, (4) charges for dry ice replenishment in consignment having perishable contents, (5) fuel & war surcharges

A maximum limit for the charges at Sr. No. 1-4 above, has been set by the institute and no charges beyond respective limit in these categories for any consignment will be paid by the institute. Charges for the category at Sl. No. 5 i.e. Fuel & war surcharges etc., will be chargeable at actual subject to condition that these will be paid only if the same are shown in MAWB.

However the bidders will be at liberty to quote lower possible rates or exempt charges in any category in order to maximize their marks in this group. Total marks in this group will be the sum of marks obtained in each of the five categories. Agency commission rates quoted will apply to shipments “in consol” and “not in consol”. Separate rates for “in consol” and “not in consol” will not be entertained.

Rates to be quoted for following categories of charges:				Criteria for calculating marks:
Sr. no.	Category	Limit set by Institute	Rate Quoted by the Firm	
1.	<u>Agency Commission including:</u> Labour charges for loading at airport, EDI/CMC/BE charges, Documentation fee, IFC charges(IGM Filling Charges, Sealing and any other charges relevant to the clearance of consignment from Airport. Service Tax on Agency Commission shall be payable as per rules.	(Rs. 0-1000)	Max. of Rs. _____ Min. of Rs. _____	1. Average of max. and min. rates quoted for each Bidder will be derived. Bidder with lowest average rate will get 30 marks and Bidder with highest average rate will get 0 marks. Rest of the Bidders will be given mark between 0 to 30 proportionately depending upon their respective average rate.
2.	<u>D.O. Charges for FOB/FCA shipments;</u> (Actual in case of CIP/CIF shipments)	(Rs. 0-550)	Rs. _____	2) Bidder with lowest rate will get 20 marks and Bidder with highest rate will get 0 marks. Rest of the Bidders will be given mark between 0 to 20 proportionately depending upon their respective rate.
3.	C.C Fee ;	0 to 2% of freight	____% of freight	3) Bidder with lowest rate will get 20 marks and Bidder with highest rate will get 0 marks. Rest of the Bidders will be given mark between 0 to 20 proportionately depending upon their respective rate.
4.	Replenishment of Dry Ice in Consignments having perishable contents;	Rs. 0 to 30/Kg.	_____/Kg.	4) Bidder with lowest rate will get 10 marks and Bidder with highest rate will get 0 marks. Rest of the Bidders will be given mark between 0 to 10 proportionately depending upon their respective rate.
5.	Fuel & War Security Surcharges;	0 to At Actual as shown in MAWB	Rs. _____	5) Bidders giving exemption from this charge will get 20 marks. Rest will get no marks

Group-C

Marks in this group will be given for special qualifications possessed by the bidder firms as is given below:

Special qualifications;	Criteria for calculating marks;
<ol style="list-style-type: none">1. Firm holding own license for both Clearance as well as consolidation/freight forwarding and capable of undertaking both the activities at their own without involvement of any sister concern.2. Membership of FIATA in addition to IATA.3. Past record of the firms in different Labs/institutes of CSIR .	<ol style="list-style-type: none">1. Firms capable of undertaking both the activities at their own will be given 30 marks of this group. Firms which are dependent or who have a tie-up with other firm for any of the activities of freight forwarding or Clearance will not be given any marks.2. Membership of IATA AND POSSESSION OF Consolidation & CHA license is compulsory qualification for all the Bidders. However bidders having the membership of FIATA as well will be awarded 30 marks of this group.3. Past experience in field (i.e. Freight Forwarding and Clearance) of the Bidding firms with CSIR will be evaluated. Firms producing certificates of satisfactory services in the last three years in at least three labs/Institutes of CSIR will be awarded 40 marks of this group.

Signature of the tenderer with Seal

Place :

Date:

Transportation charges from Delhi airport to the campus at CSIO, Chandigarh (for both consol and non-consol shipments)

<p>Rates are to be quoted for following four categories:</p> <ol style="list-style-type: none">1. Personal delivery of small consignments @ Rs. _____2. Per tempo/small vehicle load @ Rs. _____3. Per truck (Medium lorry like TATA-407) @ Rs. _____4. Per Truck (Big Lorry) @ Rs. _____	<p>Criteria for calculating marks</p> <p>Marks shall be given separately for each category of transportation. A maximum of 25 marks shall be given to the lowest bidder in the category and the highest rates in the category shall fetch 0 marks. Rest of the bidders will be given marks proportionately. Similarly marks shall be given for the other three categories. The total marks of a bidder in this group shall be the sum of marks scored in all four categories of transportation.</p> <p>Note: After clearance of the consignment from Airport, it shall be the duty of the Clearing Agent to bring the shipment to their warehouse or directly send to CSIO, Chandigarh No separate charges for internal transportation of the equipment at Delhi shall be paid to the Clearing Agent. Therefore, bidder should keep in mind this aspect while quoting the transportation charges from New Delhi Airport to the CSIO, Chandigarh</p>
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Signature of the tenderer with Seal

Place :

Date:

