



सी एस आई आर -राष्ट्रीय पर्यावरण अभियांत्रिकी अनुसंधान संस्थान
CSIR- National Environmental Engineering Research Institute

नेहरु मार्ग, नागपुर ४४००२०, भारत

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निविदा आमंत्रण सूचना – पीयूआर-विविध/एफई/सीएल/2024
NOTICE INVITING TENDER No. PUR-Misc/FE/CL/2024

Director, CSIR-NEERI, Nagpur, INDIA, invites online bids from Consolidation & Freight Forwarders and Customs House Agents(CHA) based in Mumbai for shipment of Imported consignments under console and Customs Clearance of the consignments at Mumbai and onwards shipment to NEERI, Nagpur and its Five Zonal Labs located at Mumbai, Delhi, Chennai, Kolkata & Hyderabad.

क्र.	फाइल संख्या File no.	बयाना जमा Bid Security	द्वि बीड प्रणाली Two Bid system
01	PUR - Misc/FE/CL/ 2024	Bid Securing Declaration	1) Technical bid 2) Commercial bid

02. The Tender document is available at www.etenders.gov.in and is downloadable free of cost. The tender document can also be seen at our website www.neeri.res.in under the heading tender.
03. All bids must be accompanied with a **Bid Securing Declaration** as specified above and must be uploaded along with technical bid. E-Bids will be opened through online mode. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.
04. The Director, CSIR-NEERI (National Environmental Engineering Research Institute, Nagpur, reserves the right to accept or reject any bids or accept all tenders either in part or in full or to split the order, or to annul the bidding process without assigning any reason.

Stores & Purchase Officer
For & on Behalf of Director CSIR-NEERI



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OPEN TENDER

Contract for freight forwarding on consolidation basis and customs clearance of imported consignments shipped from various countries up to Mumbai (INDIA) and transportation up to CSIR-NEERI, Nagpur (INDIA) & its Five Zonal Labs located at Mumbai, Delhi, Chennai, Kolkata & Hyderabad

TENDER REFERENCE	PUR - Misc/FE/CL/ 2024
CONTACT DETAILS	DIRECTOR [ATTN : STORES & PURCHASE OFFICER] CSIR-NATIONAL ENVIRONMENTAL ENGINEERING RESEARCH INSTITUTE (NEERI) NEHRU MARG, NAGPUR – 440 020 e-mail : spo@neeri.res.in, st_pur@neeri.res.in

CSIR-NEERI is a premier Research & Development Laboratory / National Institute functioning under the aegis of Council of Scientific & Industrial Research, DSIR, Ministry of Science and Technology, Govt. of India. CSIR-NEERI imports scientific equipments, instruments, spares, accessories, chemicals and other consumables etc. from all over the world for its own use for R&D activities. Materials are imported normally from Austria, Australia, Belgium, Canada, Denmark, France, Germany, Hong Kong, Italy, Japan, Korea, Netherlands, Russia, Singapore, Sweden, U.K., USA, UAE & Taiwan and occasionally from other countries also.

CSIR-NEERI is interested to appoint a consolidation freight forwarder and Customs House Agent for handling both the jobs under one roof i.e. shipment of imported consignments under console & clearance of customs for import of consignments. Only the bidders, capable of handling both jobs in Customs Clearance and Consolidation should submit their tenders.

Bids are invited on behalf of the Director, CSIR-NEERI, NAGPUR from Mumbai based Consolidation and Customs House Agents who are dealing in specified jobs under one roof, for award of the contract for consolidation of imports of consignments of this Institute and customs clearance of consignments as per the terms and conditions of this tender.

Sl. No.	Tender No.	Description	Period of the contract	Type of Bid	Bid Security
1	PUR - Misc/FE/CL/ 2024	Contract for Freight Forwarding on Consolidation basis and Customs Clearance of Imported consignments from various countries up to NEERI, Nagpur (India) & its Five Zonal Centres located at Mumbai, Delhi, Chennai, Kolkata & Hyderabad	One Year	Two Bid (Technical & Price Bid)	Bid Securing Declaration

Stores & Purchase Officer
For & on Behalf of Director CSIR-NEERI

CRITICAL DATE SHEET

Sl. No.	Stage	Date & Time
1.	Publish Date & Time	Details as per Critical Dates uploaded on CPPP
2.	Sale/document Download Start Date & Time	
3.	Bid Submission Start Date & time	
4.	Bid Submission End Date & Time	
5.	Bid Opening Date & Time	

PROCUREMENT PLANNING

Sl.No	Stage	Tentative Time Frame
1.	Date of Bid Opening	XX
2.	Date of Completion of Technical Bid Evaluation	XX + 50
3.	Date of communication of Rejection of Bids	XX + 65
4.	Date of Receipt of context, if any, from Bidders	XX + 70
5.	Opening of Financial Bid	XX + 80
6.	Notification of Award	XX + 90

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Section – I

Instruction to Bidders and General Conditions of Contract

1.1. Eligible Bidders

1.1.1 This Invitation for Bids is open to all bidders registered on www.etenders.gov.in

1.2 Cost of Bidding

1.2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and “the Purchaser”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

1.3 Code of Integrity

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

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

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

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

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

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

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

vi) **“Obstructive practice”:** materially impede the purchaser’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser’s Entity’s rights of audit or access to information;

1.3.3 Obligations for Proactive disclosures

- i) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser.

1.3.4 Punitive Provisions

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

- i) **If his bids are under consideration in any procurement:**
 - a) Forfeiture or encashment of bid security;
 - b) Calling off of any pre-contract negotiations; and
 - c) Rejection and exclusion of the bidder from the procurement process.
- ii) **If a contract has already been awarded**
 - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
 - b) Forfeiture or encashment of any other security or bond relating to the procurement;
 - c) Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.
- iii) **Provisions in addition to above:**
 - a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
 - b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
 - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

1.4 Cost of Tender Documents

1.4.1 The bidding documents can be downloaded from our Website as indicated in the Invitation for Bids/NIT free of cost as also from www.etenders.gov.in under the relevant tender ID.

1.5 Documents Comprising the Bid

1.5.1 The bid / quotation must be submitted on bidder's letter head in accordance with the Performa's enclosed in the tender documents along with the following documents.

(All the documents are mandatory and must be enclosed along with the bid except those mentioned as if applicable. Bid submitted without any of the document may be rejected.)

Technical Bid Should contain following documents.

1. Certificate of Registration of the bidding firm.
2. GST Registration Certificate and PAN Copy.
3. Valid Custom House Agent (CHA) License at Mumbai Customs, which should be in the name of bidder and renewed from time to time.
4. Copies of award of contract or bill of entries in support of five years experience in Customs clearance at Mumbai customs.
5. Valid IATA Registration or FIATA Registration
6. Valid Airline/Console Operation Registration issued in the name of the bidder by Mumbai Customs.
7. Acceptance to Scope of Work as per Annexure A
8. Qualification Criteria mentioned in Section IV of tender document duly completed, signed and supported by all the documents.
9. List of existing Customers of repute along with copies of the award letters, details of contact person, telephone number, fax number, complete address etc.
10. List of Console Associates situated in foreign countries with complete address, Telephone No., Fax No. E-mail address, contact persons etc.
11. Bid Security: Bid Securing Declaration as specified in the bid document work sheet should be uploaded on CPP portal.
12. Declaration by bidder for abiding the Code of Integrity and conflict of interest duly filled in and signed.
13. Copy of Freight Rates mentioned in Annexure-B in pdf format duly signed and stamped on bidder's Letter Head (without mentioning discount offered).

Note.: The photocopies of the above mentioned documents should be legible and duly attested by authorized signatory of the bidder firm.

Price Bid Should contain following documents.

Price Bid should be strictly as per the xls BOQ format and IATA freight rates mentioned in Annexure-B. Any deviation/ modification from the same will result in disqualification

1. Price Bid in xls BOQ Format stating Uniform Percentage of Discount offered on Freight Rates for all the countries mentioned in Annexure – 'B'

Note : Selection will be on the basis of the bidder fulfilling qualifying criteria and highest discount offered on IATA rates.

1.6 Bid Security

- 1.6.1 The Bidder shall furnish, as part of its bid, a bid security (BS) for an amount as specified in the Invitation for Bids. In the case of foreign bidders, the BS shall be submitted either by the principal or by the Indian agent and in the case of indigenous bidders; the BS shall be submitted by the manufacturer or their specifically authorized dealer/bidder.
- 1.6.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- 1.6.3 The bid security shall be in Indian Rupees for offers received for supply within India and denominated in the currency of the bid or in any freely convertible foreign exchange in the case of offers received for supplies from foreign countries in equivalent Indian Rupees. The bid security shall be in one of the following forms at the bidders' option:
 - (a) A bank guarantee issued/confirmed by a Scheduled Commercial Bank in India in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid. In case a bidder desires to submit a BG issued from a foreign bank, then the same should be confirmed by a Scheduled commercial bank in India; or **(Not applicable)**

(b) A Banker's cheque or demand draft in favour of the Director, CSIR-NEERI, Nagpur issued by any Scheduled commercial bank in India. **(Not applicable)**

(c) **Bid Securing Declaration - Applicable**

1.6.4 The bid security declaration should be submitted in its original form. Copies shall not be accepted

1.6.5 The bid security of unsuccessful bidder will be discharged /returned as promptly as possible positively within a period of 30 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest. **(Not applicable)**

1.6.6 The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security, without any interest. **(Not applicable)**

1.6.7 Bidders that are currently registered with the purchaser, or registered as MSEs will continue to remain registered during the tender validity period also and are exempted from payment of EMD. In case the tenderer falls in these categories, the bidder should furnish a certified copy of its valid registration details. Except for MSEs, this exemption is valid for the trade group and monetary value of registration only. The MSEs are provided tender document free of cost and are exempted from the payment of Bid Security provided the goods are produced and the services are rendered by them and not for any trading activities undertaken by them. Further firms who are having Udyog Aadhar Memorandum are entitled to all benefits available for MSEs under the Public Procurement Policies for MSEs and can get registered with any of the following agencies:

Bidder must alongwith their offer submit a certified copy of valid registration proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME), as indicated below:

- a) District Industries Centre
- b) Khadi and Village Industries Commission
- c) Khadi and Village Industries Board
- d) Coir Board
- e) National Small Industries Corporation
- f) Directorate of Handicraft and handloom and
- g) Any other body specified by the Ministry of MSME

1.6.8 Where any aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offer from MSE units and all such facilities would be extended to these aggregators also.

1.6.9 The bid security may be forfeited:

- (a) If a Bidder withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 14 days of the order or fails to sign the contract and/or fails to furnish Performance Security within 21 days from the date of contract/ order.

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

1.7 Period of Validity of Bids

- 1.7.1 Bids shall remain valid for minimum of **180** days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 1.7.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (by post, fax or e-mail). The bid security provided shall also be suitably extended failing which the bid would be summarily ignored. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
- 1.7.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

1.8. Format and Signing of BID

- 1.8.1 The bids may be submitted in single bid or in two parts as specified in the Invitation for Bids / NIT. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid detailing his/her name and contact details.
- 1.8.2. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.

1.9. Submission, Sealing and Marking of Bids

The bidder should submit their duly encrypted bids on the www.etenders.gov.in before due date and time of submission mentioned in Critical Data Sheet. You are requested to go through the uploading process well in advance so as to avoid last minute hitches. **(Bids received by FAX/E-mail would not be considered for evaluation.)**.

1.10. Deadline for Submission of Bids

- 1.10.1 Bids must be uploaded on www.etenders.gov.in against the relevant Tender ID before the due date and time.
- 1.10.2 The Purchaser may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended. Such amendments would appear as a corrigendum on our website www.neeri.res.in against the relevant Tender number.

1.11. Late Bids

- 1.11.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected.
- 1.11.2 Such tenders shall be marked as late and not considered for further evaluation. They shall not be opened at all and be returned to the bidders in their original envelope without opening.

1.12. Withdrawal, substitution and Modification of Bids.

1.22.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 1.9 duly signed by an authorized representative, and shall include a copy of the authorization. (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) Submitted in accordance with ITB Clauses 1.8 and 1.9 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or MODIFICATION”; and
- (c) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 1.10.

1.22.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 1.22.1 shall be returned unopened to the Bidders. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.

1.13 Opening of Bids by the Purchaser

E- Bids shall be opened through online process on Central Public Procurement Portal.

1.13.1 The **Technical Bids** will be opened online on scheduled date and time on CPP Portal In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened next working day. In two-part bidding, the financial bid shall be opened only after technical evaluation.

1.13.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further. **(Not applicable)**

1.13.3 The bidders’ names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bid(s). The contents of the bid forms and price schedules would however be announced only at the time of opening of Priced-bids in the case of two-bid system. **(Not applicable)**

1.13.4 Bids that are received late shall not be considered further for evaluation, irrespective of the circumstances.

1.13.5 Bidders interested in participating in the bid opening process, should depute their representatives along with an authority letter to be submitted to the purchaser at the time of bid opening.

1.14. Confidentiality

1.14.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

1.14.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

1.15. Clarification of Bids/Shortfall documents

1.15.1 During evaluation and comparison of bids, the Procuring Entity may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing by fax/registered/speed post/e-mail, etc. asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification, at the initiative of the bidder, shall be entertained. The shortfall information/documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then.

1.16. Preliminary Examination

1.16.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in tender have been provided, and to determine the completeness of each document submitted.

1.16.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

(a) Bid Form and Price Schedule, are in accordance with the tender format.

(b) The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:

- (i) The Bid is unsigned.
- (ii) The Bidder is not eligible and does not fulfill the qualifying criteria .
- (iii) The Bid validity is shorter than the required period.
- (iv) Bidder has not agreed to give the required performance security or has not furnished the bid security.
- (v) The bidder has not agreed to some essential condition(s) incorporated in the tender enquiry.
- (vi) MSME /UAM Registration submitted by the bidder towards EMD exemption not fulfilling the condition as per clause no. 1.6.7

1.17 Bidder's right to question rejection.

1.17.1 A Bidder shall have the right to be heard in case he feels that a proper procurement process is not being followed and/or his tender has been rejected wrongly. Only a directly affected bidder can represent in this regard as under:

- i) Only a bidder who has participated in the concerned procurement process i.e. pre-qualification, bidder registration or bidding, as the case may be, can make such representation;
- ii) In case pre-qualification bid has been evaluated before the bidding of Technical bids, an application for review in relation to the technical bid may be filed only by a bidder who has qualified in pre-qualification bid;
- iii) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
- iv) Following decisions of the purchaser in accordance with the provision of internal guidelines shall not be subject to review:
 - a) Determination of the need for procurement;

- b) Selection of the mode of procurement or bidding system;
- c) Choice of selection procedure;
- d) Provisions limiting participation of bidders in the procurement process;
- e) The decision to enter into negotiations with the L1 bidder;
- f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
- g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/contractor; and
- h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

1.17.2 In case a Bidder feels aggrieved by the decision of the purchaser, he may then send his representation in writing to the Purchaser's address within 05 working days from the date of communication of the purchaser intimating the rejection for reconsideration of the decision by the purchaser.

1.18 Responsiveness of Bids

1.18.1 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:

- (a) Affects in any substantial way the scope, quality, or performance of Services specified in the Contract; or
- (b) Limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (d) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

1.18.2 The purchasers' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

1.18.3 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

1.18.4 If a bidder quotes Nil Charges/consideration, the bid shall be treated as unresponsive and will not be considered.

1.19 Non-Conformity, Error and Omission

1.19.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid that do not constitute a material deviation.

1.19.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

1.19.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price

shall be corrected;

- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

1.19.4 Provided that a bid is substantially responsive, the purchaser may request that a bidder may confirm the correctness of arithmetic errors as done by the purchaser within a target date. In case, no reply is received then the bid submitted shall be ignored and its Bid Security may be forfeited.

1.20 Examination of Terms & Conditions, Technical Evaluation

1.20.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the Scope of work, SCC and the Qualifying Criteria have been accepted by the Bidder without any deviation or reservation.

1.20.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause , to confirm that all requirements specified in the Bidding Documents have been met without any material deviation or reservation.

1.20.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 1.18, it shall reject the Bid.

1.21 Conversion to Single Currency

1.21.1 To facilitate evaluation and comparison, the Purchaser will convert all quoted prices expressed in various currencies to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers on the date of bid opening (techno-commercial bid in the case of two-part bidding) For this purpose, exchange rate notified in www.xe.com or www.rbi.org or any other website could also be used by the purchaser.

1.22 Evaluation and comparison of bids

1.22.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive and technically qualified as per the qualification criteria.

1.22.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology shall be permitted.

1.22.3 Comparison of rates of technically qualified agencies shall be made based on Uniform Percentage of Discount offered on IATA Freight Rates for various countries mentioned in Annexure - B only.

1.23 Contacting the Purchaser

1.23.1 Subject to ITB Clause 1.15, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

1.23.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

1.24 Post qualification

1.24.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract

satisfactorily.

- 1.24.2 The determination will take into account the eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.
- 1.24.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

1.25 Negotiations

- 1.25.1 Normally, there shall not be any negotiation. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply. Negotiations shall be held with the lowest evaluated responsive bidder. Counter offers tantamount to negotiations and shall be treated at par with negotiations in the case of one time purchases.

1.26 Award Criteria

- 1.26.1 Subject to ITB Clause 1.27, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and shall be determined on the **basis of highest percentage of discount on IATA rates**, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The details of the award would be hosted on the website of the Purchaser.

1.27 Purchaser's right to accept Any Bid and to reject any or All Bids

- 1.27.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

1.28 Notification of Award

- 1.28.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax or e mail that the bid has been accepted and a separate purchase order shall follow through post.
- 1.28.2 Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.
- 1.28.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 1.31, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

1.29 Signing of Contract

- 1.29.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement/Purchase Order.
- 1.29.2 Within twenty-one (21) days of date of the Purchase Order, the successful Bidder shall sign, date, and return it to the Purchaser.

1.30 Order Acceptance

- 1.30.1 The successful bidder should submit Order acceptance within 14 days from the date of issue of order/signing of contract, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited.

1.30.2 The order confirmation must be received within 14 days. However, the Purchaser has the powers to extend the time frame for submission of order confirmation beyond the original date. Even after extension of time, if the order confirmation is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

1.31 Performance Security

- 1.31.1 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security (PS) in the amount specified in the tender document.
- 1.31.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 1.31.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries or in equivalent Indian rupees in case the performance security is submitted by the Indian Agent.
- 1.31.4 The Performance security shall be in one of the following forms:
- (a) A Bank guarantee issued by a Nationalized/ Scheduled bank located in India in the form provided in the bidding documents. Or
 - (b) A Banker's cheque or Account Payee demand draft in favour of the Director CSIR-NEERI, Nagpur
Or,
 - (c) A Fixed Deposit Receipt pledged in favour of the Director CSIR-NEERI, Nagpur.
 - (d) RTGS /NEFT in favour of Director CSIR-NEERI, Nagpur.
- 1.31.6 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.
- 1.31.7 In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.
- 1.31.8 The performance security must be received within 21 days. However, the Purchaser has the powers to extend the time frame for submission of Performance Security (PS). Even after extension of time, if the PS is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.
- 1.31.9 Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness

Section II

Special Conditions of Contract (SCC)

1. Conditional tenders shall not be accepted and printed terms & conditions of the bidders shall not be binding on CSIR-NEERI
2. **Performance Security** : The successful bidder will have to furnish an unconditional Performance Security of Rs. 2,00,000/- in favour of the Director, CSIR-NEERI, NAGPUR valid for a period of 60 days beyond the contract period of **one** year, from a Scheduled / Nationalised bank in India within twenty one days of the placement of order. No interest would be paid on the Performance Security. In case the successful bidder fails to provide satisfactory services during contract period or discontinue or found at fault, the Performance Security shall be invoked and forfeited without assigning any reason thereof. The successful bidder shall have no right to claim for refund of amount of Performance Security in such a case.
3. **Validity of Offer** : Bids shall remain valid for minimum of 180 days from the date of opening (under two bid system from the date of opening of Technical bid). A bid valid for a shorter period shall be rejected by the CSIR-NEERI as non-responsive. CSIR-NEERI may request the bidders for extension of validity if necessary. Bidders in such case have the choice for acceptance / non acceptance of the request. Non acceptance of bid validity in such case shall not result in forfeiture of bid security however the bids so submitted and not extended of validity shall not be considered in further course of tendering.
4. **Contract Period** : The contract will be awarded for a period of **One year**. On satisfactory performance of the contract for one year, CSIR-NEERI may extend the contract for another one year on the same rates and terms and conditions on mutual consent. However, the same can be terminated at any stage in case the contractor is found indulged in any illegal activity.
5. **Order Acceptance** : The order acceptance must be received within 14 days from the date of issue of award letter. However CSIR-NEERI has the authority to extend the due time for submission of order acceptance and submission of Performance Security. Non acceptance of award / non submission of PBG shall result in re-tendering after forfeiting the bid security of the defaulting firm. In such cases the defaulting firm shall not be considered again for tendering process in the particular case. The contract so awarded can be terminated by the Director, CSIR-NEERI, Nagpur at any time without conveying any reasons.
6. **Responsibilities of the awardee**: The Primary responsibility of CHA is to arrange of collection of shipments from foreign suppliers / their agents and to arrange for its transportation to Delhi/ any other place in India as directed. This includes Custom Clearance of the consignments either under the awardees consolidation or under other consolidator or by independent flight of any Air lines or Sea Company, from customs at Mumbai International Airport/ Port or any Airport/Port/ Foreign Post Office in India for the import and onward transportation and delivery at CSIR-NEERI, Nagpur or at its five Zonal Centres.
7. **Consolidation of Import of Consignments** : A list of the consolidation agents in the listed countries giving complete details of Name, Address, Telephone No., Fax Nos., E-mail/Web site, contact persons etc. and their authorization letter in bidder's name should be invariably submitted along with technical bid.
8. **FCA/FOB Shipments** : The purchase orders are placed with foreign suppliers normally on FCA/FOB basis. The consignments will be handed over by Foreign Suppliers/ their agents to CHA's Console Agent at the nearest International Airport/seaport from their premises/works. Foreign Suppliers will bear inland transportation charges and all the related charges up to handing over of the material to CHA's Console Agent. All the charges incurred up to actual boarding of the consignment in the Aircraft / vessel at Shipping Airport/sea port is to be paid and borne by the CHA only.
9. There may be few orders placed for small items like Softwares, spare parts of equipments, consumables, etc. on CIP/CIF basis. Bidders should therefore offer their acceptance for customs clearance of consignments arriving on CIP/CIF basis. Fixed Agency charges as mentioned in Annexure A shall be paid

irrespective of assessable value of the consignment. Other statutory charges mentioned in annexure – A at point A (III) and local transportation charges mentioned at A (IV) shall be paid at actual on the basis of payment receipt / documents mentioned in Annexure A.

10. The consignments shall preferably be routed through AIR. The consignments must be shipped by the next available flight just after receiving the consignment from the foreign Supplier.
11. The purchase order copy will be sent to the freight forwarder and the custom clearing agent who will follow up with the foreign Supplier to ship the goods within the delivery schedule and shall intimate the status of the shipment to CSIR-NEERI well in advance by e-mail on our e-mail I.D. spo@neeri.res.in, st_pur@neeri.res.in .
12. The shipment details like flight no. and date, copy of HAWB/MAWB, Airlines Manifest and Invoice of foreign Supplier must be sent by e-mail / fax to CSIR-NEERI, Nagpur immediately after the consignment is booked for shipment by the freight forwarder. Two sets of shipping documents shall be obtained from the supplier and be accompanied with the consignments.
13. The consolidator shall be responsible for safety & security of the consignments in all circumstances. The awardee will also provide in-house warehousing facility free of cost and should have cold storage facility to facilitate minor transit delay for any perishable cargo. The agent must have its own arrangement for warehousing, Insurance, Pickup and delivery by road within India. Material should be dispatched to CSIR-NEERI, Nagpur on working days.
14. The rate of discount quoted by the bidder on IATA Freight Rates mentioned in Annexure-B should hold good, firm and fixed during the currency of the contract period of one year and no request for reduction in discount rates on whatsoever ground will be entertained.
15. This Institute shall not be held responsible for delay of payment of the contractor due to some unforeseen reasons /circumstances and no interest for delay in payment shall be paid. The Customs Duty bills must accompany the Bill of Entry for home consumption and exchange control, copies of MAWB/HAWB, copy of customs assessed invoice, gate pass all receipts in support of payments towards Govt. levies made on our behalf and customs examination reports of each case. The bills in triplicate duly pre-receipted have to be submitted.
16. Non-delivery certificate/short landing certificate/shortage certificate of the customs or any other documents, if needed by us, shall have to be provided by the agent without any charge.
17. Contractor shall arrange clearance of consignment from Customs within the stipulated free period allowed by Air Company/IAAI. Demurrage/warehouse charges shall not be paid for delay for arranging consolidation at the port of shipment and customs clearance at the port of destination. The contractor will not raise any bill/claim for Demurrage/warehouse charges if incurred. No demurrage charges will be paid in any circumstance.
18. Customs Duty including applicable GST shall be paid by the contractor on behalf of CSIR-NEERI after giving appropriate Harmonization System (HS) code to the material Imported at the time of filing of the Bill of Entry. In case the HS code put in the Bill of Entry by the contractor is found to be incorrect / false and it is found that the material imported is fully Customs duty exempted then the Customs Duty reimbursed to the contractor by this Institute will be recovered from the contractor.
19. No security deposit or advances including customs duty including applicable GST etc. at any stage will be paid or deposited by this Institute. 100% Customs Duty with applicable GST, if applicable has to be deposited by the Contractor/Service Provider in advance to the Customs Authority and subsequently raise bill for the reimbursement of the payment.
20. A clean copy of HAWB in original mentioning dimensions and weight of each packet of the consignment will be submitted by the agent along with the bills.

21. All our imports are customs duty exempted / payable on concessional rates under **Notification No. 51/96 dated 23/07/1996 and subsequent renewals**. Certificates to this effect will be provided by CSIR- NEERI, against each import for customs clearance purposes. On receipt of Cargo Arrival Notice the agent will file Bill of Entry just after landing of the consignment under intimation to CSIR-NEERI for arrangement of clearance documents & customs duty exemption certificate. In case of any customs objection, the written communication will be sent to CSIR-NEERI without any delay. In no case, Customs Duty shall be paid by the agent against production of Custom Duty Exemption Certificate and if the items imported are Customs Duty exempted. Interest on Customs duty / penalty towards late filing of Bill of Entry if any shall not be paid by the institute in any case.
22. Some of our consignments come under temporary Import. Hence, required assistance for import & subsequent export after completion of work/project shall be arranged by the contractor.
23. If any damages/pilferage/theft/shortage occurs during the transportation, loading and unloading under custody of the contractor / agent after taking delivery from IAAI, the same will be recovered from the contractor / agent. In the event of damages/shortages/pilferage to the consignment is suspected, open delivery will be taken by us. If the same is found during the course of customs clearance, it must be got recorded on the Bill of Entry and copy will be provided to CSIR-NEERI.
24. The consignment should be delivered on door delivery to CSIR-NEERI, Nagpur and its five Zonal Centres within forty eight (48) hours of its clearance from customs.
25. A Weekly Statement of consignment, to be shipped, and already under shipment/clearance should be invariably submitted through mail / fax.
26. A copy of Purchase Order of CSIR-NEERI placed to overseas Suppliers will be provided to you for making tie up with foreign supplier to avoid any complications and delay.
27. Pre-alert of shipment should be sent to us well in advance at least 5 working days prior to landing of consignment and all documents required for clearance should be collected from CSIR-NEERI in advance in each case.
28. After receiving the goods from principal Supplier/delivery of goods at FCA POINT, the goods must be shipped immediately by next available flight to avoid delay.
29. Your firm will not hold any consignment of CSIR-NEERI due to any reason whatsoever whether contract is in force or not.
30. Bidder should furnish a confirmation from the firm where earlier such contracts have been successfully completed. Bidders who have not executed any contract satisfactorily, failed to execute any such contract or have poor track record shall not be considered. Misrepresentation or suppression of facts will lead to the cancellation of the bid/contract and forfeiting of EMD/ Performance Security Deposit as the case may be.
31. In the event of non availability of Invoice or other relevant papers and its collection from the Principal foreign firm and if the consignment incurs demurrage or penalty or detention the contractor shall be solely responsible for demurrage and same shall be deducted from the bills of the contractor.
32. The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the CSIR-NEERI", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
33. Service Tax as per Government rules as applicable will be paid. Income Tax as applicable as per Government rules will be deducted.
34. The CSIR-NEERI will reject a proposal for award if it determines that the Bidder recommended for award has,

directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;

35. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
36. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.
37. Any quotation with a condition for advance payment or security deposit towards payment of Customs Duty and Customs Clearance etc. shall be rejected.
38. Any quotation with a condition that "Service Provider/Contractor shall initially bear a certain amount upto a particular ceiling for making payment towards Customs Duty and Customs Clearance on behalf CSIR-NEERI which will be subsequently get reimbursed from CSIR-NEERI" shall be rejected.
39. Payment shall be made on bill basis. Bill should be raised in triplicate duly affixed with Rs. 1 Revenue Stamp along with all supporting documents. Separate bill shall be raised by the Contractor for (1) Custom Clearance Charges and (2) Custom Duty charges. Payments will be effected through RTGS.
40. Bill of Entry should be filed strictly as per HS Code classifications. Customs Duty paid due to wrong filing of Bill of Entry under wrong HS Code shall be the responsibility of CHA and the same will not be reimbursed by CSIR-NEERI to CHA
41. CHA must instruct and ensure that their authorized freight forwarder should prepare MAWB /HAWB and draw in favor of Director, CSIR-NEERI, NAGPUR only and notify CSIR-NEERI bankers. In case MAWB/HAWB drawn in favor of CSIR-NEERI bankers then consequent BRO charges/penalty/demurrage, if levied , shall be the responsibility of CHA and has to be borne by CHA only.
42. After opening of L.C. any changes occurring in freight forwarder details mentioned there in, and resulting in L.C. Amendment then consequent L.C. amendment / bank charges shall be recovered from CHA .
43. On arrival of consignment applicable concessional customs duty in full has to be arranged and paid in advance by CHA initially on behalf of CSIR-NEERI and the same will be reimbursed by CSIR-NEERI to CHA against submission of TR6 Challan and Bill of Entry in original. In case CHA does not agree for payment of applicable concessional customs duty in full and in advance or request for part payment of concessional customs duty or other clearing charges in advance then such bids shall be rejected
44. In case of perishable items CHA should instruct their overseas freight forwarder to check and ensure that the perishable consignment is having sufficient Dry Ice before receiving the consignment from the principal supplier. And moreover, if required, sufficient Dry Ice should be added by the freight forwarder to the perishable consignment to preserve and prevent it from deterioration. Similarly on arrival of consignment at Mumbai customs CHA should ensure that sufficient Dry Ice is present in consignment and should add more and sufficient dry ice for the period of transit from Mumbai customs to CSIR- NEERI, Nagpur or any of its five zonal centers located at Mumbai, Delhi, Kolkata, Chennai & Hyderabad.
45. Any major changes in the prescribed CSIR procedure shall be applicable to the contract and CHA shall have to agree and adopt the changes as per the CSIR-NEERI requirement.
46. There would be no upward revision in the Freight Rates mentioned in Annexure – 'B' during the currency of contract
47. Bidder should have an overall experience of at least five Years in consolidation and Customs Clearance

48. The CSIR-NEERI may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or part :-
- (a) If the Service Provider fails to deliver satisfactory services within the period(s) specified in the contract, or within any extension thereof granted by the CSIR-NEERI or
 - (b) If the Service Provider fails to perform any other obligation(s) under the Contract.
 - (c) If the Service Provider, in the judgment of the CSIR-NEERI has engaged in corrupt or fraudulent or collusive or coercive practices as defined in Clause on Fraud or Corruption in competing for or in executing the contract.
49. If a Force Majeure situation arises, the Service Provider shall promptly notify the CSIR-NEERI in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the CSIR-NEERI in writing, the Service Provider 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.
50. **Settlement of Dispute:** The CSIR-NEERI and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
51. If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the CSIR-NEERI or the Service Provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Services under the Contract.
52. The dispute settlement mechanism/arbitration proceedings shall be concluded as under:
- a) In case of Dispute or difference arising between the CSIR-NEERI and a domestic Service Provider relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the “**Delhi International Arbitration Center (DIAC), Delhi High Court, New Delhi**” for arbitration or for appointment of the sole arbitrator or group of persons to act as Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
 - b) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
53. The venue of the arbitration shall be New Delhi.
- (a) Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) The CSIR-NEERI shall pay the Service Provider any monies due, to the Service Provider.
54. The contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.
55. The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be

subject to place of jurisdiction i.e. New Delhi.

56. Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or e-mail or and confirmed in writing to the other party's address specified
57. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
58. As per Govt. of India procurement policies,
 - a. The purchaser intends to give purchase preference to local suppliers* in case the cost of procurement is in the range of more than Rs 5.00 lakhs and up to Rs. 50.00 lakhs.
The procuring entity intends to give purchase preference to products/goods manufactured by micro, small and medium enterprises.

*"Local supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed in DIPP Order No.P-45021/2/2017-PP (BE-II) dated 28th May, 2018 or by the competent Ministries/Departments in pursuance of this order.

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
59. Director, CSIR-NEERI, Nagpur reserves the right to reject the highest uniform rate of discount offering tender or accept any tender or part thereof without assigning any reason.

Store & Purchase Officer
For and on behalf of Director, CSIR-NEERI

Section – III

(To be typed on Company's letter head without modification/deletion, and submitted along with Technical Bid duly sealed and signed towards acceptance of scope of work

- (Rates/Charges should not be quoted in this format, failing which bid shall be rejected)

Scope of Work

Annexure – 'A'

A) Consolidation and Freight & Insurance charges for all types of shipments i.e. voluminous and non-voluminous cargo including Dangerous, Perishable and Over Dimensional Goods on FCA/FOB basis (Fixed Discount on IATA rates should be mentioned in financial bid BOQ in xls format uploaded on portal).

[Charges inclusive in discounted IATA rates (I), (II), (III) below.]

I) Charges at the port of Shipment :

Charges such as loading, unloading, boarding, Fuel and War Risk charges, Handling charges/AWB charges/fees, Air Lines handling charges, Service Charges, Documentation charges, Transfer fees and any other related charges up to boarding of material in the Aircraft / Vessel

II) Charges at the port of Destination/Final Destination :

Opening , examination, Sealing & Repacking charges, Loading / Unloading charges at Airport/Sea Port, after customs clearance, CC Fees payable on Freight charges, D.P. Fees, Cartage, Delivery Order (D.O.) Charges , Agency Charges and all other related charges

III) All risk cover insurance from the port of shipment up to final destination i.e. CSIR-NEERI, Nagpur & its five Zonal Centres located at Mumbai, Delhi, Chennai, Kolkata & Hyderabad.

IV) The Following charges will be paid at actuals against proper receipts and documents :

Concessional Customs Duty (including GST) if applicable, EDI/CMC System Charges, S. Form charges, Terminal Storage and Processing (TSP) Charges, Stamp Duty charges, Inland Air Freight charges for transportation of consignment from Mumbai to NEERI, Nagpur or NEERI Zonal Labs located at Mumbai, Kolkata, Delhi, Chennai and Hyderabad or any other destination in India by Air & Dry Ice charges in case of perishable goods shall be paid against submission of Inland Airway Bill. Local Transportation charges from respective Airport to respective distinction i.e. HQ/respective Zonal labs. needs to be arranged by the CHA and the same shall be borne and paid by the CHA except Mumbai Zonal Lab.

V) Fixed Transportation charges by Road (Inclusive of GST):

In case of Over Dimensional(OD)/Dangerous/Hazardous consignments not allowed by airlines, from CSM International Airport, Mumbai to CSIR-NEERI, Nagpur or any of the five CSIR-NEERI Zonal Centers located at Mumbai, Kolkata, Delhi, Chennai and Hyderabad by Road as per the below mentioned rates :-

Fixed Charges or at actual whichever is less for Hiring of Chartered Vehicle for transportation of CSIR-NEERI, Nagpur's Imported Material from Mumbai Customs(Airport) by Road up to (will be reimbursed on submission of supporting documents):-

1) CSIR-NEERI Mumbai Zonal Laboratory (Vehicle 407)	---	Rs. 5,000/-
2) CSIR-NEERI Mumbai Zonal Laboratory (Vehicle 709)	---	Rs. 7,500/-
3) CSIR-NEERI, Nagpur (Vehicle 407)	---	Rs. 24,500/-
4) CSIR-NEERI, Nagpur(Vehicle 709)	---	Rs. 27,000/-
5) CSIR-NEERI Delhi Zonal Laboratory(Vehicle 709)	---	Rs. 37,000/-
6) CSIR-NEERI Kolkata Zonal Laboratory(Vehicle 709)	---	Rs. 72,000/-
7) CSIR-NEERI Chennai Zonal Laboratory(Vehicle 709)	---	Rs. 43,000/-
8) CSIR-NEERI Hyderabad Zonal Laboratory(Vehicle 709)	---	Rs. 25,000/-

B) Fixed rate of Agency Charges for customs clearance of air/sea consignments arrived On CIP/CIF basis or through courier mode, irrespective of assessable value of the material per consignment = Rs.2,500/- per consignment (Inclusive of GST):

a) Agency charges shall be inclusive of -

Opening , examination, Sealing & Repacking charges, Loading / Unloading charges at Airport/Sea Port, after customs clearance, CC Fees payable on Freight charges, D.P. Fees, Cartage,

b) Charges to be paid at actuals against proper receipts and supporting documents -

Concessional Customs Duty if applicable, EDI/CMC System Charges, S. Form charges if applicable, Terminal Storage and Processing (TSP) Charges, Stamp Duty charges, Delivery order charges and fixed transportation charges mentioned at Sr. No. V above.

c) All risk cover insurance shall be done by CHA from Mumbai up to CSIR-NEERI, Nagpur and its 5 zonal Centre located at Mumbai, Delhi, Chennai, Kolkata & Hyderabad. Insurance charges shall be paid at actuals on submission of insurance policy document showing payment details.

Conditions :

- (1) In the xls BOQ format uploaded on portal, Bidder should quote total discount on IATA Freight Rates mentioned in Annexure-B keeping in view the fact that discounted rates are inclusive of all the charges mentioned at A(I) & A(II) above, and no separate payment shall be made for the same. Hence the uniform percentage of discount on Freight Rates for various countries mentioned in Annexure-B should be offered by the bidder.
- (2) In case of consolidation and customs clearance of consignments arrived on FCA / FOB basis - Discount on Freight Rates for various countries mentioned in Annexure-B should be inclusive of all the charges mentioned at A(I), A(II) & A(III) above. No other charges except statutory charges mentioned at Sr. No. A (IV) and local transportation charges mentioned at sr. no. A (V) shall be paid by CSIR-NEERI.
- (3) Fixed rates of Agency Charges for customs clearance of air/sea consignments booked/ arrived On CIP/CIF basis or through courier mode, irrespective of assessable value of the material, shall be paid only in case of CIP/CIF consignments. No agency commission shall be paid in case of consignments booked/arrived on FCA/FOB basis.
- (4) All Statutory charges including Customs Duty and Cess on Customs Duty mentioned at Sr. No. A(IV) above, and local transportation charges mentioned at Sr. no. A(V) , will be paid at actuals against submission of proper receipts / Invoice / Bill / documentary proof of the concerned authority to whom the payment is made by CHA and on submission of Bill of Entry and Customs Duty payment Challan, to the institute, CSIR-NEERI.
- (5) (a) Fixed transport charges shall be inclusive of GST.
(b) Agency charges mentioned at B(a) of Annexure-A will be inclusive of GST
(c) Income Tax (TDS) at the prevailing rates shall be deducted from Contractor's Invoice.
- (6) Warehouse/demurrage charges/interest on customs duty/penalty towards late filing of Bill of entry shall not be paid under any circumstances by CSIR-NEERI.
- (7) Majority of our orders are placed with the foreign suppliers on FCA /FOB basis.
- (8) Tender shall be evaluated on the basis of comparison of rates offered by technically qualified agencies based on Uniform Percentage of Discount offered on IATA Freight Rates for various countries mentioned in Annexure – “B” only and order shall be awarded to the bidder offering highest Uniform Percentage of Discount on the fixed IATA Freight Rates
- (9) The basis of comparison of the bids shall be on the Uniform Percentage of Discount mentioned in the BOQ and the same shall be treated as Final and no deviation from it shall be allowed.
- (10) In case two or more bidders quote same uniform percentage of discount and the same happens to be the highest, further additional discount over and above the offered discount rate by them shall be sought from such bidders in a sealed envelope through offline mode and the same process shall continue till the single highest rate of discount offering bidder is established and order shall be awarded to that bidder.
- (11) There shall be no minimum import order guarantee during the contract period.

Certified that the above scope of work and conditions are accepted.

Signature of Authorized Signatory : _____
Name of Authorized Signatory : _____
Name of Firm with Seal : _____

Annexure –‘B’

Fixed IATA Freight Rates for Various Countries

1.These IATA rates are fixed and should not be changed / modified.

2.This Rate List should be uploaded in pdf format in price bid envelop provided on cpp portal.

Country	Airport/ Currency	Minimum	(-45	(+45	(+ 100	(+ 300	(+)500	(+) 1000
Australia	CANBERRA (AUD)	120.00	7.50	5.65	3.85	2.70	2.30	2.30
Austria	VIENNA (EURO)	71.95	11.12	8.39	8.39	8.39	8.39	8.39
Belgium	BRUSSELS (EURO)	66.93	6.07	6.07	3.00	2.70	2.55	2.55
Canada	TORONTO (CAD)	185.00	19.68	15.12	13.14	11.89	11.45	11.45
Denmark	COPENHAGEN (DKK)	670.00	50.00	50.00	21.30	21.30	21.30	21.30
France	PARIS (EURO)	85.00	9.10	9.10	3.64	3.27	3.15	3.15
Germany	FRANKFURT (EURO)	76.69	4.09	4.09	2.56	2.30	2.17	2.17
Hong Kong	HONG KONG (HKD)	190.00	30.75	23.07	23.07	23.07	23.07	23.07
Italy	MILAN (EURO)	67.14	4.86	4.86	3.19	3.19	1.91	1.91
Japan	TOKYO (JPY)	11500.00	1610.00	1370.00	1200.00	1040.00	1040.00	1040.00
South Korea	SEOUL (KRW)	39300.00	8260.00	6200.00	5370.00	4950.00	4950.00	4950.00
Netherlands	AMSTERDAM (EURO)	68.07	7.82	7.82	3.05	2.83	2.71	2.71
Russia	MOSCOW (USD)	75.00	6.60	5.25	3.40	3.40	3.40	3.40
Singapore	SINGAPORE (SGD)	75.00	9.75	7.31	7.31	7.31	7.31	7.31
Sweden	STOCKHOLM (SEK)	750.00	57.20	57.20	21.80	19.70	18.60	18.60
UAE	DUBAI (AED)	150.00	16.60	12.45	12.45	12.45	12.45	12.45
UK	MANCHESTER (GBP)	60.00	6.42	6.42	3.11	2.90	2.55	2.55
USA	CHICAGO (USD)	125.00	16.68	12.90	11.34	10.44	9.98	9.98
	NEW YORK (USD)	125.00	15.55	11.95	10.36	9.42	9.07	9.07
	SAN FRANCISCO (USD)	125.00	15.94	12.17	11.95	10.28	9.67	9.67
	LOS ANGELES (USD)	125.00	15.94	12.17	11.95	10.28	9.67	9.67
Taiwan	TAIPEI (TWD)	1281.00	186.00	140.00	140.00	140.00	140.00	140.00

Note: If the material imported from the countries other than the countries mentioned above, prevailing IATA rates will be applicable. However discount offered will be applicable to these consignments also.

Section -IV

Qualification Criteria

Sr. No.	QUALIFICATION CRITERIA	Acceptance by the bidder
1.	Holding valid Customs House Agent (CHA) Registration at Mumbai Customs, in the name of Bidder	Submitted
2.	Have an overall experience of at least Five years in handling Customs Clearance of any CSIR Labs, Govt. organizations, Public sector organization, autonomous organization from 2019 to 2024 as on the date of issue of this Tender at Mumbai Customs. Supporting documents i.e. award of Govt. contract or Bill of entries from above organizations- at least one for each year must be submitted. Proof of documents in respect of private parties shall not be considered.	Submitted
3.	Holding valid IATA or FIATA Registration	Submitted
4.	Valid Airline/Console Registration issued in the name of the bidder by Mumbai Customs	Submitted
5.	Acceptance of Scope of Work as per Annexure A , enclosed in technical bid, on Company letter head.	Submitted
6.	Acceptance to Fixed IATA Freight Rates mentioned in Annexure-B duly signed and stamped on the Letter Head of company is uploaded in Price Bid envelop on CPP portal in pdf format.	Submitted
7.	Acceptance for customs clearance of consignments arriving on CIP/CIF basis on fixed rate of Agency commission as mentioned in Annexure "A"-Sr.no. B(a) , irrespective of assessable value of the consignment. Other statutory charges shall be paid at actual on the basis of payment receipt / documents mentioned in Annexure "A" -Sr.no.B(b) and fixed local transportation charges mentioned at Sr.no. A(V)	Accepted
8.	Bid Securing Declaration as per Tender Terms submitted along with the Technical Bid	Submitted
9.	Should have not been suspended/banned in the last Five Years by any government organization. Undertaking to this effect should be submitted on company letterhead.	Submitted
10.	Undertaking on the Company letter head for demurrage free Customs clearance for all consignments, stating that, no payment of warehouse/demurrage charges/interest on customs duty/penalty towards late filing of bill of entry shall be made or claimed from CSIR-NEERI under any circumstances.	Submitted
11.	Undertaking on the Company letter head for direct dispatch of goods after Customs clearance to CSIR-NEERI, Nagpur or any of CSIR-NEERI Zonal Centers located at Mumbai, Delhi, Chennai, Kolkata & Hyderabad	Submitted
12.	Undertaking on the Company letter head for payment of applicable concessional Customs duty, Freight, other customs clearance charges etc. in full for all consignments in advance on behalf of CSIR-NEERI and subsequent raising of bills for reimbursement/payment from CSIR-NEERI, Nagpur	Submitted

13.	Undertaking on the Company letter head that there will be no upward revision in the IATA Freight Rates mentioned in Annexure-B during the currency of the contract. However, downward revision if any shall be passed on immediately.	Submitted
14.	Agreed for submitting Performance Security of Rs. 2,00,000/- only for a period of One year plus two months beyond the contract period.	Accepted
15.	Agreed for abiding by all the terms & conditions of the CSIR-NEERI tender document.	Accepted
16.	Agreed that contract shall be terminated at any stage in case the contractor is found indulged in any illegal activity.	Accepted
17.	Your firm will not hold any consignment of CSIR-NEERI due to any reason whatsoever whether contract is in force or not.	Accepted
18.	Agreed and complied with all the Criteria mentioned at Sr. No. 1 to 17 above and non-compliance of any of the said criteria will result in disqualification of the offer.	Complied

Certified that all the above Qualifying Criteria clauses (1 to 18) are accepted upon and complied with and requisite relevant supporting documents as mentioned therein are enclosed .

Signature of Authorised signatory _____
Name of Authorised signatory _____
Mobile No. _____
e-mail _____

Bid-Securing Declaration Form

Date: _____

Bid No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

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

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

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

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

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

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

Corporate Seal (where appropriate)

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

PERFORMANCE SECURITY FORM

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,

..... WHEREAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no. datedto supply (description of goods and services) (herein after called "the contract").

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

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

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

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank)

..... Name and designation of the officer
.....

Seal, name & address of the Bank and address of the Branch

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

Ref. No: _____

Date _____

To,

(Name & address of the Purchaser)

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 1.3.0 of ITB of your Tender document and have no conflict of interest.

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

- a
- b
- c

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

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal