



सीएसआईआर - केन्द्रीय काँच एवं सिरामिक अनुसंधान संस्थान
196, राजा एस सी मल्लिक रोड, कोलकाता - 700 032, भारत
CSIR - CENTRAL GLASS & CERAMIC RESEARCH INSTITUTE
196, Raja S C Mullick Road, Kolkata - 700 032, India



BID DOCUMENT

APPOINTMENT OF AGENT FOR CONSOLIDATION OF CONSIGNMENTS FOR IMPORTS/EXPORTS SHIPMENTS THROUGH AIR, SEA AND FOREIGN POST OFFICE – CUM CUSTOM CLEARANCE”.

[Period of Contract shall be 3 Years. However, contract shall be made initially for 1 Year which shall be extended on annual basis subject to satisfactory performance]

**Through “Submission of offer
in Two-Bid Format”**

**The Bids must be submitted in the Central Public Procurement Portal
(URL: <https://etenders.gov.in/eprocure/app>) only.**

Manual/Offline bids shall not be accepted under any circumstances.

**Tender No. : Tender_Appointment_FreightForwarder_22-23
Dated: 21/10/2022**

**N.B.: THIS BID DOCUMENT IS FREE OF COST IF DOWNLOADED FROM THE WEBSITE
<https://etenders.gov.in/eprocure/app> and FROM INSTITUTE WEBSITE www.cgcri.res.in,
HOWEVER, THE BIDS HAVE TO BE SUBMITTED ONLINE IN THE
CENTRAL PUBLIC PROCUREMENT PORTAL
(URL: <https://etenders.gov.in/eprocure/app>) ONLY.**



CSIR-Central Glass & Ceramic Research Institute
196, Raja S.C. Mullick Road, Kolkata – 700 032, West Bengal, India
Email-purchase@cgcri.res.in Website-www.cgcri.res.in

Tender No. Tender_Appointment_FreightForwarder_22-23

Date: 21/10/2022

Notice Inviting Tender (NIT)
(Two Bid Tenders)

CSIR – CGCRI is an internationally reputed laboratory of CSIR situated in Kolkata. It imports various hi-tech scientific and research equipment and chemicals and reference material etc. from various countries on CIF / CIP or EXW / FOB / FCA basis. CGCRI is interested in engaging the services of a competent, reliable, experienced and efficient Comprehensive Service Provider, hereinafter termed CSP, for offering a fully integrated solution package that covers freight forwarding, consolidation, customs clearance and other allied logistic services to ensure smooth and **demurrage free clearance** of its consignments via air/sea (dry dock) modes.

CSP should also have multi-model transportation capabilities as due to recent mandate of CGCRI, material may be required to be cleared and transported to different cities in the country after customs clearance. Coordination with various international courier agencies for the purpose of efficient delivery after customs clearance of items at Stores or Laboratory site may also be required. Post clearance, material handling and shifting at site in a professional manner by engaging modern equipment and competent manpower, as and when required and allied services is also required to efficiently handle CGCRI's logistic activities.

Description of the Services / Jobs Required	Fully integrated solution package that covers freight forwarding, consolidation, (for FOB /FCA /EXW), customs clearance, transportation, delivery and allied services
Period of Contract	Period of Contract shall be 3 Years. However, contract shall be made initially for 1 Year which shall be extended on annual basis subject to satisfactory performance. The Price quoted by the bidder will remain fixed for 3 Years during the performance of the contract and will not be subject to variation on any account.
Tender Document	Tender Document can be downloaded free of cost from our website – www.cgcri.res.in . and from CPPP portal (URL: https://etenders.gov.in/eprocure/app).
Earnest Money Deposit (EMD)	A bid securing declaration is to be submitted as per the provided format on your letter head as per the format by the bidder.
Last day & time of submission	11/11/ 2022 at 3.30 PM The Bids must be submitted in the Central Public Procurement Portal only. (URL: https://etenders.gov.in/eprocure/app) Manual/Offline bids shall not be accepted under any circumstances.
Address for correspondence	Stores & Purchase Officer Purchase Section CSIR- Central Glass & Ceramic Research Institute 196, Raja S.C. Mullick Road, Kolkata – 700 032 West Bengal, India Email – purchase@cgcri.res.in, spo@cgcri.res.in
RIGHT TO ACCEPTANCE OF BID AND TO REJECT ANY OR ALL BIDS:	The Director, CSIR-CGCRI, Kolkata reserves the right to accept or reject partly or wholly any bid without assigning any reason whatsoever. a) The Institute is not bound to accept the lowest bid or any bid and may at any time by giving notice in writing to the bidders terminate the tendering process. b) The Institute may terminate the contract if it is found that the agency is black listed on previous occasions by the any of the Institutes/Institutions/Local Bodies/Municipalities/Public Sector

	<p>Undertakings (PSU)/Central Govt./Central Autonomous Bodies, Statutory Bodies/State Govt., etc.</p> <p>c) The Institute may also terminate the contract in the event the successful bidder fails to furnish the performance Bank Guarantee or fails to execute the agreement.</p>
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(Anjani Kr. Pandey)
Stores & Purchase Officer

अंजनी कुमार पाण्डेय/Anjani Kumar Pandey
भण्डार एवं क्रय अधिकारी/Stores & Purchase Officer
सीएसआईआर - केन्द्रीय कोच एवं विद्युत्तक अनुसंधान संस्थान
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198, राजा एस. सी. मुल्लिक रोड / 198, Raja S. C. Mullick Road
कोलकाता / Kolkata-700 032.

CRITICAL DATE SHEET

Sl. No.	Stage	Date & Time
1.	Publish Date & Time	21/10/2022 at 6.00 PM
2.	Tender document Download Start Date & Time	21/10/2022 at 6.00 PM
3.	Bid Submission Start Date & time	21/10/2022 at 6.00 PM
4.	Last Date & Time of submission of Bid/ Quotation (Bid Submission closing date)	11/11/ 2022 at 3.30 PM
5.	Bid Security (EMD) submission End Date & Time	11/11/ 2022 at 3.30 PM
6.	Bid Opening Date & Time	14/11/2022 at 11.30 AM

IMPORTANT NOTE: For MSME / Start-up India / Make in India Scheme Bidders

Any bidder seeking exemptions / benefits / preferences under MSME / Start Up India / Make in India or any other policy/scheme of the Government of India, which is currently in force MUST at the time of bidding itself enclose all relevant documents / certificates etc. for claiming such benefits. The bidder must also clearly highlight the provisions of the policy and the kind of benefit being sought by it for which it meets the eligibility conditions. It may be noted that no other benefit / preference / concessions which is beyond the scope of the policy or the bidder's entitlement under the policy shall be given / considered by us. IF THE BIDDER FAILS TO CLAIM SUCH BENEFIT AND/OR FAIL TO SUBMIT NECESSARY DOCUMENTS/CERTIFICATES IN SUPPORT OF ITS CLAIM AT THE TIME OF BIDDING ITSELF, ITS CLAIM SHALL NOT BE ENTERTAINED AT A LATER STAGE IN THE BIDDING PROCESS AND NO OPPORTUNITY SHALL BE PROVIDED TO IT TO SUBMIT ANY DOCUMENT / CERTIFICATE.

INSTRUCTION TO BIDDERS (ITB)

A. INTRODUCTION

1 Eligible Bidders

- 1.1 This Invitation for Bids is open to all eligible logistics firms having valid CHA license in their own name with Freight Forwarding arrangements and meeting the requisite eligibility criteria of the tender document.
- 1.2 In this bid document the terms 'CSP' or 'Bidder' have been used interchangeably.

2 Cost of Bidding

- 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.

3 Code of Integrity

- 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.

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;

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. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder’s actions in the tender and subsequent contract.

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.

B. THE BIDDING DOCUMENTS

4 Cost of Bid Document

4.1 The complete bid document can be downloaded **FREE OF COST** from our website <http://www.cgcri.res.in> and from CPP portal (URL: <https://etenders.gov.in/eprocure/app>)

5 Amendment To Bid Document

5.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder modify the Bid

Document by amendment. Such amendments shall form an integral part of bid documents and it shall amount to an amendment of relevant clauses of the Bid Document.

- 5.2 The prospective bidders are **required** to keep a watch on the CGCRI website for any amendment to the tender document or to clarification to the queries raised by the bidders till 07 (seven) days prior to the submission of the tender. The Purchaser reserves the right to reject the bids if the bids are submitted without taking into account these amendments/clarifications. Further bidder will be fully responsible for downloading of the tender document and amendments thereto if any for their completeness.

C. PREPARATION OF BIDS

6 Language of Bid

- 6.1 The Bid prepared by the Bidder and all correspondence and documents shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language but it is to be accompanied by an English translation of its pertinent passage(s) duly signed and verified as true English translation. The responsibility for the correctness of the translation will be solely and completely on the bidder and CGCRI shall not be responsible for any loss/likely loss due to error in translation whatsoever. In such cases, for the purpose of interpretation of the bid, the English translation shall only govern.
- 6.2 Bidder may find some of the points mentioned under **ITB, Terms & Conditions, and Service & Qualification Requirements** part of this bid document repetitive in nature. All points must be replied consistently in the submitted bid.

7 Documents Comprising the Bid

The bid is required to be submitted in **TWO PARTS**. One part is the Techno-Commercial Unpriced Bid and the other part is the Financial / Price Bid.

The Bids must be submitted in the Central Public Procurement Portal only.
(URL: <https://etenders.gov.in/eprocure/app>)

Manual/Offline bids shall not be accepted under any circumstances.

- 7.1 The Techno-Commercial Unpriced Bid (COVER-1) prepared by the Bidder shall include the following without indicating the price in the Bid Form.
- (i) **Bidder Information Form (Annexure – F)**
 - (ii) **Declaration abiding by the Code of Integrity and no conflict of interest for public procurement (Annexure – E)**
 - (iii) **Self-Certification regarding land border sharing with India. (Annexure – G)**
 - (iv) **Bid Securing Declaration As Specified In the Invitation to Bids (ITB) (Annexure – H)**
 - (v) **Self-Attested Copy of Details of the Offices with full details. (Annexure – A)**
 - (vi) **Compliance Form (Annexure – B)**
 - (vii) **Performance Statement Form (Annexure – C)**
 - (viii) **Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted as per qualification requirements/ criteria. Attach all such relevant documents (licenses, experience and membership certificates etc. Certificates / licenses / professional membership / location documents should have been issued on dates prior to the date of publishing of this tender.**
 - (ix) **Bidder's commercial terms**
 - (x) **Consolidation & Custom House Agent (CHA) License**
 - (xi) **Documents towards Professional membership**
 - (xii) **Experience Certificate**
 - (xiii) **Financial turnover**
 - (xiv) **Documentary evidence showing forwarding & consolidation network.**
 - (xv) **Declaration that the bidder has not been Black listed by any of the Government Agency in the past years for any reasons whatsoever**
 - (xvi) **Declaration signed by the bidder to the effect that all the terms and conditions of the Tender Document have been accepted without any reservations or objections.**
 - (xvii) **Copies of Work Orders / Contracts / Invoices issued by organizations similar to that specified in this Tender Document.**
 - (xviii) **Declaration for acceptance of Fidelity Bond for Rs. 10.00 lakh.**
 - (xix) **Declaration for acceptance of Performance Bank Guarantee (PBG) for Rs. 3,00,000.00**

- 7.2 The Price Bid (COVER-2) shall comprise the Techno Commercial Bid and include

- i) **Annexure D 'FORMAT OF RATES'. *Price Bid submitted in any other format will be summarily rejected.***
- ii) **BOQ**

8 Bid Prices

- 8.1** Rates of services quoted showing already paid or payable
- 8.2** Taxes shall be paid at actual at the applicable rates at the time of invoicing. Rates must be quoted exclusive of the taxes.
- 8.3** Rates should be quoted FOR at CGCRI, Kolkata or any other named place
- 8.4** Except for the statutory charges, levies, and other receipt based charges, prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. No separate receipts shall be required for those quoted prices. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected summarily.

9 Bid Security/EMD

A bid securing declaration is to be submitted as per the provided format on your letter head as per the format by the bidder

10 Period of Validity of Bids

Bids must remain valid for at least **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 and rejected summarily.

The Price quoted by the bidder will remain fixed for 3 Years during the contract and will not be subject to variation on any account, if order is placed.

D.SUBMISSION OF BIDS

- 11.1 Bidder should log into the site well in advance for bid submissions so that they can upload the bid in time i.e. on or before the bid submission time. Bidders will be responsible for any delay due to other issues.
- 11.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 11.3 Bidders are requested to note that they should necessarily submit their financial bids in the format provided no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quoted and other details (such as name of the bidder) NO other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 11.4 It may be noted that only duly submitted bids shall be evaluated and bids just saved but not submitted shall not be part of evaluated process. Submission of MS-Excel BOQ file is mandatory.
- 11.5 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidder, opening of bids etc. The bidders should follow this time during bid submission.
- 11.6 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to a symmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 11.7 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 11.8 Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 11.9 Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

12 Clarification of Bids

- 12.1 To assist in the examination, evaluation and comparison of bids, the Purchaser may, at its discretion ask the bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing and no change in the price substance of the bid shall be sought, offered or permitted. However no post Bid clarifications at the initiative of the Bidder shall be entertained.

13 Preliminary Examination

- 13.1 The Purchaser will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from suppliers, without proper documents shall be treated as non-responsive and rejected summarily.
- 13.2 Arithmetical errors in the priced bids will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between the price quoted in words and figures, whichever is the higher of the two shall be taken as the bid price for comparison.
- 13.3 The Purchaser may waive any minor informality/deviation in specifications, non-conformity, or irregularity in a bid, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any Bidder.
- 13.4 Prior to the detailed evaluation, the Purchaser will determine the **substantial responsiveness** of each bid to the Bid Document. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Bid Security/ Performance Security, Certifications, Performance Requirements, applicable Law and Taxes & Duties will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 13.5 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 non-conformity.
- 13.6 After downloading, the language of standard clauses etc. mentioned in this 'Bid Document' should not be tempered with/ changed/modified in any manner whatsoever. If any such modification etc. comes to our knowledge at any stage, the bid shall be rejected immediately and EMD shall also be forfeited.

14 Contacting the Purchaser

- 14.1 Subject to ITB Clause 16, no Bidder shall contact or attempt to contact the Purchaser or anyone related to the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing.
- 14.2 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.

15 Award Criteria

- 15.1 The Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

16 Purchaser's Right To Accept Any Bid And To Reject Any Or All Bids

- 16.1 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 or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

17 Notification of Award

- 17.1 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 email that the bid has been accepted by way of a Purchase Order.
- 17.2 Upon the successful Bidder's furnishing of performance security, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

18 Performance Security

- 18.1 Within 21 days of the receipt of notification of award/purchase order from the Purchaser, the successful Bidder shall furnish the performance security of **Rs. 3,00,000.00** in the Performance Security Form provided in the Bid Document.
- 18.2 Failure of the successful bidder to accept the order shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security and call for new bids.

SCOPE, QUALIFICATION REQUIREMENTS AND TERMS & CONDITIONS

The scope of work includes everything related to the consolidation and clearance of Import/Export of various types of consignments of coming by air/sea/courier modes of transport from throughout the world. CSP should be capable of freight forwarding & consolidation of

consignments. CIF/CIP etc cases. is to be arranged by the bidder and safe delivery of the consignments up to CSIR-CGCRI, Kolkata or or any other named place after its clearance from customs authorities. Broadly the jobs involved are as under:

1. **Documentation and liaison: Comprehensive Service Provider** will maintain close liaison with CSIR-CGCRI and arrange collection of documents whenever informed telephonically/by email or otherwise to take immediate step for finalization of the bill of entry from time to time and shall see that the same is filed with the custom authorities as per prevailing rules/act with correct classification code(s).

For shipment through **Comprehensive Service Provider** console it shall render the following services:

i. On the basis of the instructions given in CSIR-CGCRI Purchase Order(s)/ advice, contact the suppliers abroad and regularly monitor progress, follow-up the orders and make advance arrangement to book the consignment promptly.

ii. Shall check with reference to relevant Purchase Orders that all consignments / packages received for onward transmission, give requisite information particularly with regard to the following before despatch:-

- a. Weight and dimensions;
- b. Marks & Number of Parcels/Cases;
- c. Purchase Order Number and Release Note Number;
- d. Mode of transport;
- e. Airport/Seaport of Destination;
- f. Whether FOB, FCA or EXW etc., Shipment*; and
- g. Over-dimensional and heavy packages needing special handling and transportation arrangements in India.

*All INCOTERMS used in the Purchase Order will have the same meaning as Described in INCOTERMS latest version issued by the international Chamber of Commerce (ICC).

iii. Shall arrange shipment consignments to the ultimate destination airport/seaport in India by Air India/Free Carrier/any liner.

iv. Shall promptly advise CSIR-CGCRI, shipment details and documents particulars with relevant Purchase Order number and invoice copy sufficiently in advance of landing of consignments.

v. The **Comprehensive Service Provider** shall further keep CSIR-CGCRI, posted with all information regarding readiness of the consignments for dispatch, expected date of arrival etc.

2. Delay in filing documents: **Comprehensive Service Provider** shall be responsible for any delay in filing **Bill of Entry** with customs and / or not notifying this Institute of discrepancy, if any, in the documents. The storage/demurrage charges (other than handling charges) for the entire period of delay due to deficiency or negligence in service on the part of **Comprehensive Service Provider** will have to borne by CSP. Further, CSP will have to make good loss/damage, if any, suffered by CGCRI on account of such delay.

3. **Comprehensive Service Provider staff:** CSP will depute one of its employee to be in daily contact with the Purchase Department of CSIR- CGCRI, Jadavpur, Kolkata for consignment clearance related work/document/services etc. Such employee of CSP shall make all the necessary arrangements in advance for proper handling of clearance documents and delivery of consignments at the destination/site of CSIR-CGCRI, Jadavpur, Kolkata. CSP shall indemnify CGCRI for any loss or liability to or on account of the employee while at work at CGCRI and CGCRI will not be held responsible for any loss of life or damage to the contractor's employee while working under this contract due to any unforeseen incident within the CSIR-CGCRI campuses at Jadavpur (Kolkata). Such all liability will be at the **Comprehensive Service Provider**.

4. **Custody and short landing :** Safe custody of the consignment cleared in the sole responsibility of the successful **Comprehensive Service Provider** till be same is properly delivered at CSIR-CGCRI, Jadavpur-Kolkata or its another centre/regional centres. Whenever any Short landing Cargo is noticed, CSP shall file "Not found" or "Not traceable" notice with the Airport Authorities, obtain 'Not Traceable Certificate", and also lodge formal claim with the Airport Authorities/airlines concerned with all necessary documents under intimation to this Institute. In such cases, no payment excepting Custom Duty shall be released to the bidder till CSIR-CGCRI receives the complete consignment / insurance claim. In all such cases the CSP is required to obtain the "Shortage" or "Damage" or "Not Found" or "Not Traceable" certificate from the concerned authorities and lodge formal claims on behalf of CSIR-CGCRI after arranging for insurance survey.

5. **Inspection of packages and insurance survey:** It is incumbent on CSP to carefully examine all the packages marked for customs examination of each consignment with the respective invoices and measurement/packaging list etc. If, at the time of physical examination of the consignment, any damage or loss of goods is notice, the same shall be immediately brought to the notice of this Institute for

arranging an Insurance Surveyor for surveying the consignment. CSP will pay fee of the Surveyor and bear expenses for carrying on the survey and the expenditure will be reimbursed to CSP on submission of valid receipts. Such cases may invariably be informed on priority to CSIR-CGCRI.

6. Transportation : The consignment to be delivered to the locations as mentioned in our purchase order separately without consolidation / detaining at CSP's warehouse. The charges shall be paid as per **Annexure - D.**

7. Consignment delivery, loading, unloading : CSP will have to deliver the consignments as far as possible, during the office hour's i.e. 9:30 A.M. to 5:30 P.M. Urgent material / perishable / radioactive items will need to delivered even beyond officer hours or during holidays to ensure their activity/safety. Radioactive items should be handled following proper safety precautions. In all such cases advance intimation may be given by CSP to CSIR-CGCRI.

i. CSP shall arrange requisite manpower / cranes etc. for unloading, shifting, or moving the consignments, at CGCRI. Safety of the equipment and the person involved in doing so will be CSP's responsibility. It has to arrange location survey in advance.

ii. Cleared consignments shall not be held back by CSP for any reason. Once documents for clearance have been accepted, CSP will make all attempts to immediately clear the item from customs and deliver it to the Institute.

8. Radioactive & perishable items: Customs clearance, handling and delivery of perishable and radioactive items shall require extra attention on the part of CSP. CSP will have to strive to clear and deliver these items within the free period allowed for clearance at the airport after the timely receipt of documents from the Institute. Highly perishable bio-chemicals will have to be delivered by provisioning dry ice wherever needed. Dry ice charges will be reimbursed at actual based on the receipts provided. CSP has to make every effort to get perishable/dangerous consignments cleared at the earliest possible and transport to CGCRI soon after clearance.

9. Safe custody to CDEC : CSP shall ensure safe custody and proper use of custom duty exemption certificate (CDEC) provided by CGCRI. CSP will have to provide a monthly report of the deliveries of consignments against our purchase orders(s).

10. Non-interruption of service : Should any dispute of any nature arise, CSP shall continue its services as provided in this contract, if required by CGCRI, during pendency of the dispute. CSP will not hold any of CGCRI's consignment pending with them due to such dispute/issue. CSP should submit an undertaking to this effect failing which CGCRI reserves the right to cancel the agreement.

11. Customs queries : Wherever required, CSP shall equip itself in advance with all necessary information that may be required for answering customs queries. It shall take any necessary step(s) to answer both oral/verbal and written queries without any delay. In case of need of technical clarifications from CSIR-CGCRI, the queries may be communicated to CGCRI the earliest. Storage/demurrage charges incurred on account of delay in communicating the queries to CSIR-CGCRI shall be borne by the CSP and further damage caused to CSIR-CGCRI due to the above said delay may be made good by CSP.

12. Insurance : CSP has to arrange warehouse to warehouse insurance for all shipments sent under its console. No extra charges will be paid by the Institute for this insurance. This Institute will arrange for the insurance ONLY IF it cannot be obtained due legal/regulatory limitations or if the insurance is required for extended duration in case of any specific consignment.

i. The CSP shall also be responsible and accountable for proper safety, care, handling and storage of goods while in their custody and during transit until delivery and the cost of insurance affected in that behalf is borne by the CSP.

ii. The CSP shall be liable to compensate CSIR-CGCRI for any loss, or damage to, or destruction of the goods while in their custody. The compensation herein shall, however, be limited to the value of the goods. In the event of loss or damage to the goods, after they have entrusted to the airlines for carriage, the liability, if any, shall be with the CSP for all insurance claims and the CSP shall pursue the matter with the Insurance Company.

iii. The CSP shall cover the Insurance, if asked by CSIR-CGCRI, of each consignment prior to dispatch of the consignment and the cover shall be from supplier's warehouse to CSIR-CGCRI's delivery point at Jadavpur, Kolkata or any of its other offices as mentioned in the purchase order terms of delivery premium charges for which are built into the discount structure of the CSP for the IATA rates.

iv. The transit insurance should be for 110% of CIF Value from any nationalized insurance company/any approved company / Agency by the 'insurance regulatory authority of Govt. Of India covering all transit risks including wars, strikes, riots and civil commotion which should be valid till 30 days after receipt of consignment at CSIR-CGCRI or any of its other officers as mentioned in the purchase order terms of delivery.

v. High value equipment / consignments where the pre installation are in process of completion, CSIR-

CGCRI may, if required, request the CSP to extend the insurance coverage for a further period of three months for which required premium shall be paid by CSIR-CGCRI.

vi. This Insurance shall cover shall all Risks plus War & Strike, Riot or Civil Commotion (SRCC) of the 110% C & F value of the consignment.

vii. In the event of loss or damage to the goods, CSIR-CGCRI shall submit all claim documents to the CSP, who shall pursue all insurance claims with the insurance agency towards loss or damage incurred thereto and arrange for the compensation within a reasonable period.

viii. The CSP shall prefer claims on receipt of intimation from CSIR-CGCRI and liaise with insurance companies for immediate settlement. The insurance shall be arranged for all Ex-Works/FOB/FCA and also in case of exports, if required. Insurance for exports shall be reimbursed by the Institute.

ix. Insurance claims, if any, must be followed up by the CSP with the concerned insurance company till final settlement.

x. In the event of sufficient deposit of the CSP is not available with the insurance company, due to which transit insurance could not be arranged, under such circumstances, the CSP shall be solely and absolutely responsible for making good the entire loss to CSIR-CGCRI within a reasonable time limit.

xi. When the consignment does not come under consolidation CSIR-CGCRI will reimburse all the charges including DO charges paid to the authority/agency through whom the shipment has arrived. However, DO charges on consignments coming under CSP's console are not payable.

13. IATA rates : CSP will arrange to provide CSIR-CGCRI copies of IATA rates as and when required for all major countries / destinations including destinations not mentioned in CSP's original commercial offer. For FOB / FCA / EXW orders on CSP's console, IATA rates and other charges as per Annexure – II will be paid. Copies of latest IATA rate chart (from TACT Book) shall have to be provided wherever higher rates are claimed or rates for other destinations (not mentioned in the chart) are claimed. If lower rates are made applicable in the latest IATA rate chart, the benefit of same shall be extended to the Institute.

14. Customs duty: The CSP shall have to bear the applicable customs duty up to Rs. 5,00,000/- (Rupees Five Lakh only) + GST in each case on behalf of CSIR-CGCRI whether the shipment is through their consolidation or otherwise which will be reimbursed to the agent at actual along with the bill against supporting vouchers.

i. In case the amount of Customs duty payable is more than this amount for any particular consignment, the CSP shall intimate in advance to CSIR-CGCRI about the amount of customs duty involved on the basis of purchase order / commercial invoice so that the custom duty shall be paid by CSIR-CGCRI well in advance.

ii. In case of excess payment of duty, the agent shall follow up with the customs authorities till recovery. Custom duty being a statutory levy payable to the Govt., reimbursement of the same shall be made by CSIR-CGCRI even if the consignment is received in damaged / defective condition pending insurance claim and CSIR-CGCRI also agrees to reimburse the customs duty paid valuing **Rs. Five Lakhs alongwith GST** and above on individual bill basis without insisting for a consolidated bill.

15. Follow-up of shipments :For FCA / FOB / EXW orders on CSP' console, copies of the order placed by CSIR-CGCRI on foreign supplier will be forwarded to CSP. It is the sole responsibility of the CSP to follow up the matter with its foreign associates and foreign supplier to ship the goods with in delivery schedule.

16. Free research sample shipment :In case of free research samples, estimates will be obtained on case basis wherever such samples are required to be collected from the shipper Since these are normally sensitive shipments and time is the essence to ensure their integrity, CSP might have to get these cleared at New Delhi / Mumbai / Chennai/Kolkata airport arranging shipment to CSIR-CGCRI, Jadavpur, Kolkata. Customs clearance charges will be paid as per the terms of the contract while freight etc. will be paid based on estimates provided.

17. Inspection facility abroad : CSP shall, if required by this Institute, carry out or arrange to carry out inspection (arrangement of third party inspection reports) of the ordered material at the country / port of shipment / supplier's premises and also inspection of the packing / labelling / markings, item valuation certificate etc. Reimbursement for these charges shall be made either in foreign currency to the foreign agency or in INR to CSP. Charges will be reimbursed in accordance with above based on providing advance estimates.

18. Export and re-import : CSP may be required to export certain items for repairs or replacement, which may be re-imported after repair. CSP should undertake completion of all the formalities with the customs authorities for this purpose.

19. Payment of air freight charges: Successful bidder (CHA) will have to pay the FULL AMOUNT of air freight charges per consignment on behalf of CSIR-CGCRI and get it reimbursed later on from us after clearance and safe delivery of the consignment within 30 days.

QUALIFICATION CRITERIA :-

1. **Licenses:** The bidder must have valid consolidation & Custom House Agent (CHA) License in their own name. Offers through third party / business partners and or sister concerns or those having different but similar names etc. will not be accepted and rejected summarily, CHA Lic. registered with Customs at Kolkata, Bengaluru, Chennai, Mumbai and New Delhi)
2. **Professional membership:** Bidder should be a member of International Air Transport Association (IATA), International Federation of Freight Forwarders Associations (FIATA), WCA, ISO, and should have MTO registration.
3. The bidder should have **minimum 10 Years** of experience in Kolkata in its own name in any of CSIR laboratories/Institutes or in other similar R&D government organizations like CSIR / DRDO/ ISRO /IITs/ Universities etc. and attach the documentary proof with their technical bid only. The Bidders who do not attach (with technical bid) related valid documentary proof of experience in GOVERNMENT R&D departments/ organization will be rejected. After opening of the technical bid no such document will be accepted at our end against the communication of rejection of reasons to the bidder.
4. **Bidder Office Location:** Most of CGCRI's consignments arrive in Kolkata. Bidder must have uninterrupted consignment clearance arrangements at Kolkata airport/ICD. The bidder should be registered as CHA & consolidator in its own name at the Kolkata airport / ICD authorities for at least 10 years or more and have office there. The bidder should have facilities to also undertake clearance and delivery of post parcels as and when required by CSIR-CGCRI.

If it is felt by decision making committee that firm is reputed and undertakes to set-up an office in Kolkata, then the terms as per Point 4 may be waived. But firm must submit the undertaking along with Technical bid that they will setup office in Kolkata if order is placed on them. Committee decision will be final in this regard.

5. **Financial turnover:** The bidder should submit audited financial documents for the last 3 financial years.
6. **Forwarding & consolidation network:** The bidder should have network of cargo forwarding / consolidating agents in all the major countries like USA, UK, GERMANY, JAPAN, FRANCE, SWITZERLAND, HONGKONG, CANADA, NORWAY, SWEDEN, AUSTRIA, IRELAND, AUSTRALIA, NEWZEALAND, SINGAPORE, DENMARK, ITALY etc. (Attach some documentary proof to this effect)
7. **Firm blacklisted or in legal dispute:** Any firm blacklisted (or being pending legal issue) by CSIR /Laboratories/Institutes or any of the Government organization(s), in customs, income tax need not apply. If any such firm applies, its bid shall not be accepted. Bidder should also not be involved in any kind legal dispute with any client organization. An undertaking on non judicial stamp paper of Rs. 100.00 in this regards effect should be enclosed with the Technical Bid. Branch offices submitting bids on behalf of their Head Office must cross check for any such information. Non-disclosure of such information will result in disqualification with forfeiture of EMD at the bidding stage and termination of the contract (if awarded) without any notice with imposition of penalty to the extent of damage incurred during the subsistence of contract, and also recovery of the outstanding amount.
8. **Fidelity bond:** CSP will be handling sophisticated and valuable consignments. Therefore successful bidder will have to furnish a fidelity guarantee bond of **Rs. 10.00 lakh (Rupees Ten lakhs only)** in favour of the Director, CGCRI, Kolkata to safeguard the interest of CSIR-CGCRI in the event of any loss due to any act of omission and commission by the bidder.

GENERAL TERMS & CONDITIONS :-

1. **Rates :** The rates for various components of services related to custom clearance and freight forwarding should be as per attached Annexure-D. Some items will have to be delivered to other CSIR-CGCRI locations at CSIR-CGCRI outreach centres at Khurja (Uttar Pradesh), Naroda (Gujarat) apart from Main Campus at Jādavpur, Kolkata. Advance intimation / instruction will be provided at the time of handing over clearance documents.
2. **Other charges/levies :** All charges/ levies /taxes etc. not mentioned in the format of rates etc. but actually incurred under special circumstances, will only be reimbursed on the production of the receipts/vouchers for the same.
3. **Sea imports :** CSIR-CGCRI shall obtain in each case an estimate for the charges applicable for sea

imports. In other words, CSP shall provide an estimate for such imports and obtain approval by CSIR-CGCRI and arrange for Sea Import.

4. Exports (Air and Sea) :

i. The CSP shall also arrange for export for repairs, maintenance, replacement or sale or analysis, which will be Re-imported during warranty and post warranty period. All procedural formalities for this export with customs will be required to be done by the CSP. However, all the required documents for export shall be provided by CSIR-CGCRI.

ii. The CSP should advise and collect requisite document from CSIR-CGCRI for export and arrange for the transportation of the packed consignment from CSIR-CGCRI for onward dispatch to be consignee on freight to pay / Pre paid basis as the case may be and obtain endorsement on the shipping bill, to facilitate its Re-import without levy of any custom duty.

iii. On some occasions, CSIR-CGCRI shall seek the help of the CSP for suitable packing for which the expenses shall be borne by CSIR-CGCRI. CSIR-CGCRI shall obtain in each case an estimate for the charges applicable for export, in other works CSP shall provide an estimate for such exports and obtain approval by CSIR-CGCRI and arrange for export.

5. FCA/FOB shipments : Any charge which is the obligation of the supplier in exporting country under the provisions of INCOTERMS, if not paid by the shipper, might can be reimbursed subject to submission of necessary receipts/vouchers and taking prior approval for the same.

6. EXW shipments : CSP shall arrange collection and shipment of the consignment from the foreign supplier to CSIR-CGCRI, Jadavpur, Kolkata. Inland handling / forwarding charges in the exporting country will be reimbursed by this Institute.

7. CIP/CIF shipments : For CIP/CIF shipments this Institute may instruct its suppliers/vendors to optionally dispatch through CSP'Ss freight forwarding network for better coordination during customs clearance.

8. Console shipments : Shipments will not be held back by CSP for long time or delayed unnecessarily for the purpose of consolidation. The consolidation of air / sea cargo (under the correct IATA classification) is permitted provided it does not involve a delay of more than seven working days from the date of receipt of cargo at point of origin as per delivery terms, unless a specific date is fixed CSIR-CGCRI in specific cases.

9. IATA Rules & Regulations : Responsibilities and liabilities under this contract are as per IATA rules & regulations to be read in conjunction with the provisions of this contract.

10. Freight Charges : CSP shall pay freight initially to the airlines and submit claims to CSIR-CGCRI as per contract rates.

i. CSIR-CGCRI shall settle all freight bills within 30 days from the date of receipt of the bills. The CSP will also pay freight charges for consignments which are arriving through other forwarders and CSIR-CGCRI will reimburse these freight charges in due courses.

ii. In case the foreign supplier of CSIR-CGCRI agrees to supply the goods on Ex-works basis only, the consignment shall be lifted by the CSP from the foreign supplier's works for onward shipment to CSIR-CGCRI. The all-inclusive foreign inland handling /forwarding and transportation charges, pickup charges up to nearest gateway Airport in the supplier's country shall be paid by CSIR-CGCRI.

iii. In case of the need to arrange airfreight of Ex-works shipment from countries not served by you, the all-inclusive pick-up charges shall be payable extra subject to reasonability of such charges, at the discretion of CSIR-CGCRI. In such case, prior approval of CSIR-CGCRI must be obtained. The same rate of discount on the IATA rates shall be applicable for consolidation of consignments from other sectors.

iv. In case of Over-dimensional packages, Dangerous / Hazardous Goods, Perishables or radioactive items are involved or items which require special handling or are highly sensitive as per the instructions received from CSIR-CGCRI, the all-inclusive pick-up charges are to intimated well before and shall be moved after obtaining prior approval of CSIR-CGCRI.

v. In the event of any cargo landing at wrong destination, the CSP shall take necessary steps for diversion to the correct destination with minimum delay, in any case not exceeding a week's time. The CSP shall bear the diversion charges/demurrage charges and other charges, if any, in this regard.

11. Payment of bills : CSIR-CGCRI shall make every effort to examine and arrange payment of bills within 30 to 45 days of receipt. However, delay in settlement of payments shall not be accepted as valid ground for CSP to delay clearance of consignments and/or make any advance payment to CSP. It is clearly and specifically understood that storage/demurrage Charges incurred on account of delay in clearance of consignments on grounds of delay in payment of bills on the part of CSIR-

CGCRI, will have to be borne by CSP. All the bills will be admitted by CSIR-CGCRI only for the sums entitled under this contract. CSIR-CGCRI shall not undertake to communicate, to CSP, reasons for partial or non-admission of one or more claims made in the bills.

12. Continuation of services during pendency of payment of bills: This Institute will make every effort to arrange payment within 30 days of receipt of bills. If payment is delayed for any reason, the CSP shall NOT STOP clearing consignments and their delivery at CSIR-CGCRI. CSP should have adequate financial standing to continue clearance activities during pendency of payment of bills.
13. Non-interruption of service :Should any dispute of any nature arise, CSP shall continue its services as provided in this contract, if required by this Institute, during pendency of the dispute.
14. Non exclusivity :It is specifically made clear and understood that this contract shall not vest exclusive rights to the CSP to provide services to CSIR-CGCRI during the tenure of this contract. Notwithstanding this agreement, CSIR-CGCRI may utilize the services of one or more other agencies for obtaining one or more or all and/or such other services enlisted under this contract.
15. Special arrangements for dangerous (DGR) consignments: Some of our consignments are dangerous in nature. The bidder will have to arrange its safe delivery at CSIR-CGCRI or any other named place. The bidder has to get dangerous consignments cleared within 24 hours of arrival following proper safety and handling norms and deliver them at CSIR-CGCRI, at the earliest as possible after the clearance.

16. ANNUAL RENEWAL, TERMINATION & EXTENSION

- a. Following parameters will be used to evaluate the performance for annual renewal:
 - i. Demurrage / storage charges paid or avoided and circumstances thereof
 - ii. Proper coordination with the custom authorities/ airline/ carrier and obtaining cargo arrival notice (CAN) within a day and forwarding the CAN CSIR-CGCRI and expeditious clearance and delivery of the consignments to CSIR-CGCRI.
 - iii. Any pending legal or other dispute with any of the CSIR institutes
 - iv. Any case of negligence or non-performance of the contractual obligations
- b. The Director, CSIR-CGCRI reserves the right to terminate contract without giving any advance notice or without assigning any reason. The Director also reserves the right to extend the contract for future periods. However this contract can be terminated by the CSP only by giving advance written notice of one month.
- c. Upon the termination of this Agreement for any cause what's over, all accounts due and owing as between the Parties shall become due and be paid within thirty (30) days of termination of this Agreement.

17. FORCE MAJEURE

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

RESOLUTION OF DISPUTES & ARBITRATION

1. Settlement of Disputes :

- i) The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- ii) If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- iii) The dispute settlement mechanism/arbitration proceedings shall be concluded as under:
 - (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be

settled in accordance with the Indian Arbitration & Conciliation Act, 1996 and Arbitration & Conciliation (Amendment) Act 2015, 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 Centre (DIAC), Delhi High Court, New Delhi.

(b) "Arbitration Clause" in the domestic agreement will be as under:-

"ARBITRATION"

I. In the event of any question /dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the Delhi International Arbitration Centre for appointment of Arbitrator to adjudicate the dispute.

II. The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and /or directions, as may be required.

III. Subject to the aforesaid provision, the arbitration and conciliation act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitration proceedings under this clause."

iv) The venue of the arbitration shall be the place from where the purchase order or contract is issued.

v) Notwithstanding, any reference to arbitration herein,

a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

b) The Purchaser shall pay the Supplier any monies due the Supplier.

"ARBITRATION"

1. In the event of any question /dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the Delhi International Arbitration Centre for appointment of Arbitrator to adjudicate the dispute.

2. The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and /or directions, as may be required.

3. Subject to the aforesaid provision, the arbitration and conciliation act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitration proceedings under this clause."

(c) 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.

(iv) The venue of the arbitration shall be the place from where the purchase order or contract is issued.

(v) Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

18. SECRECY

It is agreed that all oral or written advices and materials made available by CSIR-CGCRI to the CSP in pursuance of the services to be rendered hereunder, are strictly confidential in nature and shall not be disclosed by CSP, Overseas Associates or any of his staff without written permission of CSIR-CGCRI during and after the term of this Agreement.


अंजनी कुमार पाण्डेय/Anjani Kumar Pandey
भण्डार एवं क्रय अधिकारी/Stores & Purchase Officer
सीएसआईआर - केन्द्रीय काँच एवं सितामिक अनुसंधान संस्थान
CSIR - CENTRAL GLASS & CERAMIC RESEARCH INSTITUTE
196, राजा एस. सी. मुल्लिक रोड / 196, Raja S. C. Mullick Road -
कोलकाता / Kolkata- 700 032

Annexure - A

Addresses & Contact Details of Offices in Kolkata

(Desirable: Mumbai, Chennai, Bengaluru, Kolkata & New Delhi)

S. N.	Address	Contact Details (Name / Telephone / email etc.)	Whether registered as CHA?

Signature and Seal of the Bidder.....

Place :

Date :

COMPLIANCE STATEMENT FORM

ATTACH WITH TECHNICAL BID

(COMPLIANCE FOR ITB, TERMS & CONDITIONS, SERVICE & QUALIFICATION / ELIGIBILITY REQUIREMENTS OF THE BID DOCUMENT)

An item-by-item commentary on the Purchaser's Service Requirements per T&C, Service Specifications, and Qualification Requirements demonstrating substantial responsiveness of the bidder's willingness to meet those requirements to the provisions of the tender document.

S. No.	Tender T&C and Specifications	Bidder's Specifications	Remarks/Deviation If any

- PLEASE ATTACH NECESSARY CERTIFICATES / DOCUMENTS / UNDERTAKING ETC. WHEREEVER REQUIRED WITH THE TECHNICAL BID.
- CERTIFICATES / LICENSES / PROFESSIONAL MEMBERSHIPS / LOCATION DOCUMENTS SHOULD HAVE BEEN ISSUED ON DATES PRIOR TO THE DATE OF PUBLISHING OF THIS TENDER FAILING WHICH BID SHALL BE DISQUALIFIED.
- SELF DECLARATION CAN BE SUBMITTED FOR CONSOLIDATION NETWORK, PAYMENT OF FREIGHT/ CUSTOMS DUTY, INSPECTION FACILITY, HANDLING OF DANGEROUS SHIPMENTS ETC.
- IF THIS FORM IS NOT FILLED PROPERLY, BID SHALL BE CONSIDERED NON-RESPONSIVE AND REJECTED SUMMARILY

Signature and Seal of the Bidder.....

Place :

Date :

Annexure - C

BIDDER'S PERFORMANCE STATEMENT FORM

(Please Provide Details of at least 03 organizations as per the terms of the tender document for services which are same / similar to the one mentioned in this tender document. If required, this information may be cross verified by CGCRI)

S.No.	Client Details (Name / Address / Phone / Fax / Email)	Services Provided	Period / Duration
1			
2			
3			

Signature and Seal of the Bidder

Place :

Date :

FORMAT OF RATES

(THIS FORMAT IS TO BE RETURNED DULY FILLED UP ALONG WITH THE PRICE BID) FILL THE PRICE / DISCOUNT INFORMATION AGAINST EACH ITEM DESCRIPTION BELOW

PLEASE DO NOT ALTER THIS FORMAT OR LEAVE ANY COLUMN BLANK OTHERWISE BID WILL BE REJECTED

COMMERCIAL EVALUATION WILL BE DONE BASED ON THIS TABLE.

Sl.	Item/ Job Description	Weightage for evaluation purpose		Amount (Rs.)
				Maximum
I.	Discount on IATA Rate Chart Provided by CGCRI. Please indicate percentage (%). Discount percentage should be quoted taking into account: <ul style="list-style-type: none"> Irrespective of countries, sizes, slabs, type No separate charges for ODC & Voluminous shipments etc FOB/FCA & EXW shipments. For FCA/ EXW shipments country charges shall be reimbursed as per HAWB.	80%		(IATA Rates will be compared of major important countries / International Airports such as USA, Canada, UK, Germany, France, Italy, The Netherlands, Japan, Singapore, Korea or any country desired by the Decision Making Committee of CSIR-CGCRI)
II.	Agency commission / attendance Charges on Assessable Value in Kolkata a) Under the console of freight forwarder. b) Under other console	2%		a) Free b) To be filled by bidder in INR
III.	AAI Charges and Customs Clearance Charges (Fuel surcharge, security surcharge, X-Ray (Screening charges) will paid actual as per Master airway bill (Original).			Actual basis against valid receipt
IV.	Delivery Order Charges b) Under the console of freight forwarder. b) Under other console			a) Free b) At actual (On printed receipt having PAN, TAN or other commercial registration no.)
V.	Packing and Inland Transportation			Prior approval required from CSIR-CGCRI before shipment. Payment on actual basis against valid receipt
VI.	Door Delivery Charges including labour charges for loading / unloading	18%	Shipment Weight Charges	

/ moving within the campus Door delivery charges for bigger shipments (odd dimensions OR more than 1000 kg) requiring trailers, containers or any other special arrangements for transportations to CGCRI / any other named place will be on actual basis against valid receipts. Transportation to places other than CGCRI will also be paid on actual basis.		Upto 10 kg	Free
		Upto 100 kg	
		Upto 500 kg Upto 1000 kg	
		Above 1000 kg	Case to case basis on prior approval.

IMPORTANT NOTES:-

- a. **Maximum Customs Duty to be paid by CHA on behalf of CGCRI which will be reimbursed to the agent at actual alongwith the bill against supporting voucher - of Rs. 5,00,000.00 alongwith GST.**
- b. Fuel surcharge , security surcharge, X-Ray(Screening charges) will paid actual as per Master airway bill
- c. All charges should be quoted on per consignment or shipment basis.
- d. Consignments will have to be delivered, as far as possible, during OFFICE HOURS (10 AM to 5 PM).
- e. DO charges for CIP/CIF/Courier mode shipments to be paid on actual basis against valid receipt
- f. GST on applicable components will be paid extra and TDS deducted as per rules.
- g. Charge for any activity outside the scope of this table shall be reimbursable as actual or decided on case to case basis.
- h. A firm's offer will be rejected for enclosing their own rate chart or adding additional conditions affecting freight charges etc. If a firm quotes nil charges, its bid shall be treated as unresponsive and will not be considered even after opening of the price bid.
- i. **SEPARATE RECEIPTS WILL NOT BE REQUIRED FOR QUOTED CHARGES**

BIDDER MUST OFFER THEIR RATES IN INR ONLY.

PERIOD OF CONTRACT SHALL BE 3 YEARS. HOWEVER, CONTRACT SHALL BE MADE INITIALLY FOR 1 YEAR WHICH SHALL BE EXTENDED ON ANNUAL BASIS SUBJECT TO SATISFACTORY PERFORMANCE.

THE PRICE QUOTED BY THE BIDDER WILL REMAIN FIXED FOR 3 YEARS DURING THE PERFORMANCE OF THE CONTRACT AND WILL NOT BE SUBJECT TO VARIATION ON ANY ACCOUNT.

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

Bidder Information Form

- (a) *The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm]*

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number from Invitation for bids]*

Page 1 of _____ pages

01.	Bidder's Legal Name <i>[insert Bidder's legal name]</i>
02.	In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
03.	Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
04.	Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
05.	Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
06.	Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
07.	Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> Articles of Incorporation or Registration of firm named in 1, above.

Signature of Bidder _____

Name _____

Business Address _____

Land Sharing Border Certificate

[To be submitted by the bidding/participating firm in their letter Head]
(Certificate is to be addressed to the Director, CSIR-CGCRI)

[For details for OM bearing No. F.N. 6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Div., Department of Expenditure, Ministry Of Finance, Govt. of India may be referred to CSIR-CGCRI's website <http://www.cgcri.res.in> under tender notice]

To

The Director
CSIR-Central Glass & Ceramic Research Institute (CGCRI)
196, Raja S. C. Mullick Road,
Jadavpur, Kolkata – 700 032

Sir

With reference to CGCRI's tender Enquiry bearing No. dated this is
certified that:-

- (i) I have read the OM bearing No. F.N. 6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Div., Department of Expenditure, Ministry of Finance, Govt. of India and the Notice bearing No. dated of CSIR-CGCRI pertaining to clause regarding restrictions on procurement/services from a bidder of a country which shares a land border with India; I hereby certify that
bidder M/s.
is not from such a country and is eligible to be considered.
- (ii) The manufacturer of the offered item does not pertain to such a country which shares land border with India.
- (iii) If our bid is accepted as per certificate given by us as Point No. (i & ii) above is found to be false, this would be a ground for immediate termination and further legal action in accordance with law by the procuring entity (i.e. CSIR-CGCRI on behalf of CSIR, New Delhi) may be taken.

For and on behalf of M/s.

[Seal of the firm]

Place:-

Date:-

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 the Bid Securing Declaration)

Duly authorized to sign the bid for and 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*(Refer para 5.1.2 (ix)(i) & 6.1.2 (02) of the CSIR Manual)***MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To,

.....

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

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

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

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

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

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

This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, Name & Address of the Issuing Branch of the Bank

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