



Central Electronics Engineering Research Institute Pilani (Rajasthan)-333 031,INDIA

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No. CEERI/FF&CHA/09-10/T-35

Dated 3.8.2009

TENDER DOCUMENT

SUBJECT :- APPOINTMENT OF AGENT FOR CONSOLIDATION AND CUSTOM CLEARANCE OF CONSIGNMENTS OF IMPORT/EXPORT SHIPMENTS THROUGH AIR, SEA AND FOREIGN POST OFFICE – AWARDING CONTRACT FOR TWO YEARS.

Central Electronics Engineering Research Institute (CEERI), Pilani one of the prestigious Institute of Council of Scientific and Industrial Research, invites sealed tenders in **TWO BID SYSTEM** with wax/tape/company seal for the appointment of Consolidation-cum Clearance Agent for a period of TWO YEARS subject to renewal on annual performance basis for the import/export of consignments from/to and all over the world by air-freight, air post parcel and sea shipment under consolidation from the parties dealing with clearance, Import and Export handling and International freight forwarding under consolidation.

Bidders may download the Tender Document from CEERI website i.e. www.ceeri.res.in. No Tender Fee is required in case of downloading the Tender from CEERI website.

Interested Bidders are requested to submit the sealed quotation in favour of Director, CEERI, Pilani – 333031 (Rajasthan) latest by 26.8.2009 up-to 2.30 P.M. The quotations will be opened on same date at 3.30 P.M. in Purchase Section of CEERI in the presence of the Representative of the quoted firms, if any. Tender will be opened on scheduled date and time irrespective of the availability of representatives of the bidding firms. In case, bidders are interested to submit the sealed quotation by hand then the same may be deposited in the TENDER BOX, which is lying in the office of Stores & Purchase Officer of CEERI, Pilani.

ELIGIBILITY CRITERIA :- Quotation of only those Bidders who have fulfill the eligibility criteria as mentioned below are to be considered and necessary documents in this regard must also be enclosed with the quotation.

1. The firm should be registered member of IATA or FIATA.
2. The agency should have valid Consolidation & CHA Licenses in their own name (single name). Firms not having these qualifications need not apply. Copies of documents in this connection must be enclosed.
3. Firm should also be registered with the Indian Customs as consol Agent, Sister concerns/Authorized Party certificate shall not be acceptable.
4. Consolidation/CHA must be registered in Customs House.
5. The Bidder should have facility for custom clearance at Mumbai and Delhi, both for sea and air cargo.
6. The Bidder should have successfully executed at least three similar contracts with 25 shipments per contract per year for freight forwarding and custom clearance work during the last three years in any Govt. Department/ PSU/ CSIR LABS/ Public Funded Autonomous Bodies/ ICAR/IIT/ICMR/DRDO. Documentary evidences about satisfactory completion of the work Certificates of the Client must also be enclosed with their complete mailing addresses and telephone numbers.
7. The firm must submit EMD of Rs. 50,000/- (Rs. Fifty thousand only) in the form of Demand Drat/Banker's cheque/Bank Guarantee of scheduled nationalized bank along with the bid in favour of Director, CEERI, Pilani and minimum six months validity are required for these DDs/Bankers cheque etc. No interest would be paid on EMD. The EMD will be refunded to unsuccessful bidders in due course of time.
8. Hand written and unsigned quotations are not acceptable and will be rejected.
9. BALANCE SHEET OF THE FIRM FOR PREVIOUS THREE YEARS (2006-07, 2007-08, 2008-09) MUST BE ENCLOSED certified by chartered accountant evidencing turn-over (Min. Annual Turn over Rs. 50/- Lakhs per year).

2. **SCOPE OF WORK** :- Following jobs shall fall under the scope of the Consolidation-cum clearance contract :-

(1) Customs Clearance of imported consignments from IAAI/Foreign Post Office:-

- The clearance of precious and delicate type of equipments, Instruments and other special type of materials etc.
- Custom Clearance of the consignment including all the stages of customs clearance

- Obtaining Non-delivery certificate/short landing certificate in the case of materials are short delivered by IAAI, or airlines and lodging of claims with them and Insurance company immediately on behalf of CEERI.
- Arranging insurance survey at airport/IAAI in case of damages to the consignment.
- Immediate delivery of consignment at CEERI, Pilani after custom clearance.
- Clearance of IPP Parcels from customs/Foreign Post Office, New Delhi
- Clearance of consignments from Customs at Mumbai.

(2) **BID EVALUATION CRITERIA:-**

The Technical Bids meeting the eligibility criteria as stipulated above in Sl. No. 1 to 9 of this tender will be evaluated.

Price Bids of Bidders having successfully qualified after Technical evaluation as per **Eligibility Criteria**, will be opened under intimation to the responsive bidders.

COMPARISON WILL BE MADE ON FCA/FOB BASIS ONLY. NO OTHER CHARGES EXCEPT FREIGHT WILL BE PAID ON FOB/FCA CONSIGNMENT. BIDDER MAY QUOTE THEIR DISCOUNT ADJUSTING ALL CHARGES AS APPLICABLE.

(3) Consolidation of the consignments being Imported from through out the world :-

- Complete monitoring and supervision of the movement from the date of order / LC and regular feed back on the progress of order to CEERI.
- In case the intimation of receipt of consignment from Clearing Agents or their associate is not received before landing of the consignment the delay in clearance will be on the part of Agent and the respective amount of demurrage will be recovered from the Clearing agents bill. CEERI will not pay amount on account of demurrage charges.
- To provide timely information (pre-alert) regarding dispatches and other relevant information to CEERI.
- Transportation of special projects materials voluminous and heavy packages, sensitive and hazardous materials.
- Extensive communication through telephone, tele-fax and Email etc.
- Any other service needed regarding consolidation from time to time.
- Shipment should be made preferably through AIR INDIA.

(3) Exports to various countries :

- Export of defective/damaged items to the countries of Import.
- Export of items for repair, calibrations and other scientific work.

TERMS AND CONDITIONS

1. CUSTOM CLEARANCE :

- The custom clearance of the consignments, imported either through your consolidation or under other consolidation or by independent flight of any Air Company, shall be arranged by you promptly.
- No Postage, Fax & Courier charges will be paid.
- You/Your foreign console associate shall intimate status of shipment in advance.
- You will file B/E just after landing of consignment under intimation to us.
- The consignment shall be cleared within stipulated free period allowed by IAAI/ Customs to avoid the demurrage charges. In case the delay is found on your part, the demurrage charges shall be recovered from you.
- In case the consignment is found in damaged condition at IAAI during customs clearance, the insurance survey shall be arranged by the agent and open delivery shall be taken from the customs along with the discrepancy list certified by the customs.
- In the event of damages/pilferage/theft/shortage, the short landing certificate/non delivery certificate/discrepancy certificate shall have to be obtained from the IAAI/ Customs / Air Company and the claims shall have to be filed with Insurance/Carrier/Customs immediately under intimation to us.
- The relevant custom clearance documents will be provided to Agent by CEERI.
- Applicable Custom Duty is payable on the goods against custom duty exemption certificate up to Rs. 50,000/- (Rs. Fifty thousand only) will be paid by agent on CEERI behalf. The same will be paid by CEERI after receipt of consignment against clearing agent bill along with documentary proof. If the custom duty exceed Rs. 50,000/- the same will be paid against receipt of intimation and proof of Cargo Arrival Notice. Any difference up-to Rs. 50,000/- between the Bank Draft prepared in advance by CEERI, Pilani towards Custom Duty and the actual amount of duty shall be paid by the agent at the time of clearance. In case of excess payment of duty to IAAI, refund shall be recovered from IAAI by the agent himself.
- In case of any dispute, the consignments shall not be held up by the agent. The consignment shall be delivered to CEERI pending settlement of dispute.

2. DELIVERY OF CONSIGNMENTS AFTER CUSTOMS CLEARANCE :

- After taking delivery from IAAI, the consignment will be kept in clearing agent warehouse/ godown safely with due care and attention. **NO GODOWN RENT WILL BE PAID FOR THIS PURPOSE.** The consignments after customs clearance shall be delivered within 2 days by the agent at CEERI, Pilani in safe & sound condition.

- In the event of damages/pilferage/theft/shortage occurring during the transportation, loading/unloading of consignment under your custody after taking delivery from IAAI, Open delivery of the consignment shall be taken by CEERI. Clearing agent will be responsible for the total losses and the same shall be recovered from him. If the discrepancies are found during the course of customs clearance, the same must be recorded on the B/E from the customs and shall be provided to us.

3. FREIGHT & FORWARDING FOR SHIPMENTS UNDER CONSOLIDATION FOR IMPORTED CONSIGNMENTS :

- The consignments are generally imported from all over the world. The names of the country and airports given in the format are tentative. However, import/export can be from/to any country of world. The IATA rates and discounts as per contract shall be applicable there also.
- FCA/FOB SHIPMENTS :- The orders are placed with foreign suppliers on FOB/FCA basis. Your console Air freight rates must be based on FOB/FCA shipments i.e. from shipping Airport in the exporting country to New Delhi Airport. The consignments will be delivered by foreign suppliers to consolidation agent. Accordingly inland handling/forwarding charges in the exporting country shall not be payable.
- EX-WORKS SHIPMENT: In case the foreign supplier supplies the goods only on ex-works basis, the consignment shall be lifted by the consolidation agent from the foreign supplier's end for onward shipment to CEERI, Pilani, India. The inland handling/forwarding charges shall be paid. PLEASE QUOTE FOR INLAND HANDLING/FORWARDING CHARGES UPTO SHIPPING AIRPORT FOR SUCH CASES.
- The consignments must be routed through AIR INDIA, where the AIR INDIA flights are not available, the shipments shall be made through other Air Lines except Pakistan Airlines. The consignment must be shipped by next available flight just after receiving the consignment from supplier.
- The order copy will be sent to you /your foreign Associate shall follow up with foreign supplier to ship the goods within the delivery schedule. You/Your foreign Associate shall intimate the status of shipment to CEERI by Fax in advance.
- The shipment details like flight No. & Date, Copy of HAWB & Invoice of foreign supplier must be faxed to CEERI soon after the consignment is booked for shipment by your foreign associate. Two sets of shipping documents shall be obtained from the supplier and should accompany the consignment.
- The consignments that arrive and are not under bidder's console, the same shall be got cleared from the customs and be delivered at CEERI, Pilani by the bidder. Their charges shall be paid as per the Cargo Arrival Notice of that Air Lines.
- The consolidator shall be responsible for the safety of Cargo under all circumstances.

4. **EXPORT SHIPMENTS** : Few consignments are exported from India for repair or calibration purposes which are re-imported after repair & calibration. Your service charges for export of consignment should be inclusive of export processing, customs clearance, shipping bill clearance, etc. only Air freight charges will be paid additionally.
5. **EARNEST MONEY:** An earnest money of Rs. 50,000/- in the form of Bank Guarantee/D.D. B.C. in favour of Director, CEERI, Pilani valid for a period of six months from the date of opening of tenders will have to be submitted along with the quotation failing which the quotation will be rejected. A proforma of Bank Guarantee is enclosed. The bank guarantee /D.D./B.C. will be returned to the unsuccessful bidders within 20 days after finalization of contract. In case any bidder fails to honour his quotation after its opening, the Earnest Money shall be forfeited and he shall have no right to claim for refund of earnest money.
6. **PERFORMANCE SECURITY DEPOSIT:** The successful bidder shall deposit security money along with acceptance of contract for Rs. 1,00,000/- in the form of Bank Guarantee/D.D./B.C, in favour of Director, CEERI, Pilani valid for a period of Two years from the date of acceptance of the contract. In case the successful bidder fails to provide satisfactory services during contract period or discontinues to do the said job before expiry of contract or causes to damage to the consignment or found at fault, the performance security deposit shall be forfeited without assigning any reason. The successful bidder shall have no right to claim for refund of earnest money/security deposit.
 - a. **DOCUMENTS** : One set of shipping documents i.e. invoice of foreign supplier, packing list, certificate of origin, AWB/HAWB must be faxed to CEERI just after taking over the consignment for shipment and two sets of documents will be sent along with the consignment. The relevant customs clearance documents will be provided to Agent by CEERI.
 - b. **DEMURRAGE:** Bidders must ensure that no demurrage charges should be paid on the consignment. In case it is found that the demurrage charges are paid due to the fault of bidder, the same shall be deducted from any his bill without assigning any reason.
 - c. **VALIDITY OF QUOTATION:** The rates should hold good during the currency of contract. However, if the rates are reduced by IATA, the benefit of the same may be passed on to CEERI immediately.
 - d. **CONTRACT PERIOD:** The contract period will be awarded for a period of Two Years . The same can be extended further one year on the same terms and conditions depending upon the performance of the agent. The Director, CEERI reserves the right to extend or not to extend the contract without assigning any reason.

- e. CEERI is exempted from payment of Customs Duty as per notification No. 51/96-Customs dated 23rd July 1996 as amended from time to time. The bidder has to ensure clearance of the consignments under the above notification.
- f. **PAYMENT:** All the payments towards the import/export and customs clearance of consignments i.e. Air freight and custom duty will be paid by successful agent on behalf of CEERI to avoid demurrage charges. The same shall be paid by CEERI within 30 days after receipt of consignments at CEERI in safe and sound condition against presentation of their pre-receipted bill along with consignee copy and Exchange control copy of Bill of Entry, Customs signed invoice, HAWB copy IAAI Gate pass, Bank Challan etc.

Applicable Custom Duty is payable on goods against custom duty exemption certificate up-to Rs. 50,000/- (Rupees Fifty Thousand Only) will be paid by agent on CEERI behalf. The same will be paid by CEERI after receipt of consignment against Clearing Agent bill along with documentary proof, If the custom duty exceeds Rs. 50,000/-, the same will be paid against on receipt of intimation and proof of Cargo Arrival Notice.

- g. **PENALTY:** In case the consignment is not picked up from supplier's end or is not received from supplier by his foreign associates end or shipment is delayed or the consignment is not got cleared promptly or the consignment is not delivered at CEERI within 7 days after customs clearance or any liquidated damages are faced by CEERI due to the act of agent, the same will be charged from the agent without assigning any reason.
- h. **ARBITRATION:** Except where otherwise provided in the clauses of this contract or the execution of the same whether arising during the progress of the work or after the completion, or abandonment thereof all disputes shall be referred to the sole arbitration of a person nominated by the Director General, Council of Scientific & Industrial Research and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such an arbitrator. The submission shall be deemed to the submission arbitration under the meaning of the Arbitration Act 1940 or any statutory modification or re-enactment thereof for the time being in force. The award of arbitrator so appointed shall be final, conclusive and binding on all parties to this contract.

Director, CEERI reserves the right to reject the any quotation or accept any tender or part thereof without assigning any reason.

Yours faithfully

(Sudarshan Sharma)
Stores & Purchase Officer

**SCHEDULE OF RATES
CHARGES FOR CLEARANCE & OTHER SERVICES AND
DISCOUNT ON AIRFREIGHTS**

Port of landing – IGI Airport, New Delhi

Charges which are normally claimed and rates for which are sought to be quoted by the Clearing & Forwarding Agent are classified in six groups (A,B,C,D & E) for the purpose of comparison amount different bidders. Each bidder depending upon his quoted rates will be given marks from 0-100 from each group. Finally different weightages will be given to the marks obtained in each group to calculate the total score of each bidder.

Group	Weightages
1. A (Discount on standard consignment)	10
2. B (Discount on Voluminous consignment)	55
3. C (Discount on Over Dimensional Consignment)	15
4. D (Discount on Dangerous goods)	15
5. E (Discount on consignment arrived at Mumbai by sea)	05

Following formula will be used to arrive at Total Score of a Bidder.

$$\text{Total Score} = \frac{10(A) + 55(B) + 15(C) + 15(D) + 5(E)}{100}$$

Total marks obtained out of 100

Bidder with Maximum Total Score shall be selected as the lowest evaluated bidder.

IATA RATES SHEET

Single discount (%) to be quoted for Air freight charges as per following IATA rates/slabs. The rates will be applicable for all the ports of countries specified in the table.

Name of country	Min.	(-) 45	(+) 45	+(100)	(+) 300	(+) 500	(+)1000
U.S.A.	125.00	15.55	11.95	10.36	9.42	9.07	9.07
U.K.	58.00	6.11	6.11	2.96	2.76	2.43	2.43
Germany	76.69	4.09	4.09	2.56	2.30	2.17	2.17
Japan	11500.00	1610.00	1370.00	1200.00	1040.00	1040.00	1040.00
Netherlands	68.07	7.82	7.82	3.05	2.83	2.71	2.71
France	80.03	9.10	9.10	3.64	3.27	3.15	3.15
Canada	185.00	18.47	14.14	12.14	11.08	10.63	10.63
Singapore	75.00	9.75	7.31	7.31	7.31	7.31	7.31
Switzerland	120.00	17.25	10.85	5.40	4.55	4.30	4.20
Italy	67.14	4.86	4.86	3.19	3.19	1.91	1.91
Hong Kong	190.00	30.39	22.79	22.79	22.79	22.79	22.79
Sweden	750.00	33.00	27.00	21.00	21.00	21.00	21.00
Australia	120.00	7.50	5.65	3.85	2.70	2.30	2.30
Austria	71.95	11.12	8.39	8.39	8.39	8.39	8.39
Belgium	66.93	6.07	6.07	3.00	2.70	2.55	2.55
Denmark	670.00	29.00	26.00	18.00	18.00	18.00	18.00
Taiwan	1281.00	181.00	136.00	136.00	136.00	136.00	136.00
Malaysia	75.00	9.95	7.47	7.47	7.47	7.47	7.47
Korea	39300.00	8260.00	6200.00	5370.00	5370.00	5370.00	5370.00
Thailand	800.00	86.00	65.00	65.00	65.00	65.00	65.00
Mauritius	1500.00	152.40	115.00	52.90	52.90	52.90	52.90
Latvia, Rus	47.73	5.36	4.28	2.79	2.60	2.50	2.50

Percentage of Discount Offered on above rates

S. No.	Consignment Type	Discount
1. (A)	Freight for standard consignments inclusive all stages as mentioned below at S. No. 3	
2. (B)	Freight for Voluminous consignments inclusive all stages as mentioned below at S. No. 3	
3. (C)	Freight for Over Dimensional consignment & Special Handling inclusive all stages as mentioned below at S. No. 3	
4. (D)	Freight for Dangerous goods inclusive all stages as mentioned below at S. No. 3	
5. (E)	Freight for consignment arrived on sea port on Mumbai Sea port inclusive all stages as mentioned below at S. No. 3	

1. To the best of our knowledge the rates given in above table are the IATA rates. In case any party feels that IATA rates given by us are not matching with the IATA rates then the party should inform to CEERI well in advance along with supporting documents before the date of submission of offer so that necessary action can be taken for amending necessary correction.
2. Comparison of quotation for airfreight rates shall be on the basis of discount offered on IATA rates.
3. The bidder must be quote the discount inclusive all stages i.e. Fuel Surcharge, Airline Security Fee, Handling/Inland Forwarding charges, Delivery Order Fee, CC Fee, Custom Clearance charges including Documentation, Agency Service charges, customs examination, sealing/strapping etc., CMC charges, DGR Fee Fork lift/Crane charges, Big Truck and Trolley charges and Delivery charges from Delhi to CEERI, Pilani.
4. The bidder must be quote the Pack-up and Inland handling charges for Ex-Works shipments.

NOTE :- CONDITIONAL QUOTATION ARE NOT ACCEPTABLE AT ALL.

Dated: -----

Place-----

Signature of authorized person -----

Name of the party -----

Name of the person-----

Designation -----

MODEL BANK GUARANTEE FORMAT FOR FURNISHING BID SECURITY (EMD)

Whereas(hereinafter called the “tenders”) has submitted their offer dated for the supply of (hereinafter called the “tender”) against the Purchaser’s tender enquiry No. KNOW ALL MEN by these presents that WEofhaving our registered office at are bound unto(hereinafter called the “Purchaser) in the sum of for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank thisday of20.....

THE CONDITIONS OF THIS OBLIGATION ARE :

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity :-
 - (a) If the tenderer fails to furnish the performance security for the due performance of the contract.
 - (b) (b) Fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser (CSIR/CEERI) having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due to it owing the occurrence of one or both the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up-to and including 45 days after t he period of tender validity and any demand in respect thereof should reach the bank not later than the above date.

Signature of the authorized officer of the bank

Name and designation of the officer

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