



केन्द्रीय इलेक्ट्रॉनिकी अभियांत्रिकी अनुसंधान संस्थान
CSIR-Central Electronics Engineering Research Institute

पिलानी (राजस्थान) 333 031

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No. CEERI/FF&CHA/2023-24/Pur/T-22

Dated: 13.10.2023

Open Tender Document

Contract for Freight forwarding on consolidation basis, custom clearance and delivery of consignment at CSIR-CEERI, Pilani – 333031, from various countries.	
TENDER REFERENCE	CEERI/FF&CHA/2023-24/Pur/T-22
CONTACT DETAILS	DIRECTOR (ATTN: STORES & PURCHASE OFFICER CSIR- CENTRAL ELECTRONICS ENGINEERING RESEARCH INSTITUTE, CEERI CAMPUS, PILANI – 333031 (RAJASTHAN) Email: spo@ceeri.res.in

CSIR-CEERI, Pilani is a premier Research & development Laboratory / National Institute functioning under the aegis of Council of Scientific & Industrial Research, DSIR, Ministry of Science and Technology, Govt. of India. CSIR-CEERI, Pilani imports Scientific equipments, instruments, spares, consumables, accessories, chemicals etc. from all over the world for its own use for R&D activities.

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

Bids are invited on behalf of the Director, CSIR-CEERI, Pilani from Delhi based Consolidation and Customs House Agents who are dealing in specified jobs under one roof, for award of the contract for consolidation of imports of consignments of this Institute and customs clearance of consignments.

Sl. No.	Tender Number	Description	Period of the contract	Type of Bid	Bid Security (EMD) (in Indian rupees)
1.	CEERI/FF&CHA/2023-24/Pur	Contract for Freight forwarding on Consolidation basis and Customs Clearance of imported consignments shipped from various countries and delivery at CSIR-CEERI, Pilani, CSIR-CEERI Jaipur Centre and CSIR-CEERI Madras Centre, Chennai.	Two Years	Two Bid (Technical & Price Bid)	Bid Securing Declaration Form to be submitted instead of submission of EMD

- Interested Consolidation Freight forwarders / CHA may obtain further information from the office of the Stores & Purchase Officer, CSIR-CEERI, Pilani – 333031 (Rajasthan), Phone No. 01596-252321, Email: spo@ceeri.res.in

2. The Tender document can be downloaded directly from CEERI Website: www.ceeri.res.in or Central Public Procurement Portal www.etenders.gov.in FREE OF COST. Alternatively, Tender document may be purchased by an interested bidder on submission of a written application to the above office and upon payment of a non-refundable and non-transferable fee of Rs. 500/- only in the form of a Demand Draft in favour of “The Director, CEERI, Pilani -333031” payable at Pilani – 333031 during office hours on at working days up to 5.00 P.M. either in person or by post. CSIR-CEERI shall not be responsible for any postal delays. The bids must be up-load on CPP Portal on or before 14.11.2023 up to 2.30 PM and the Technical Bid shall be opened on 15.11.2023 at 3.30 P.M.
3. Bids will be opened in the presence of Bidders representatives who choose to attend on the specified date and time in the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser’s office, the due date for submission of bids and opening of bids will be the following working days at the appointed time.
4. The Director, CSIR-CEERI reserves the right to accept or reject any bids or accept all tenders either in part or in full or to split the order, or to annul the bidding process without assigning any reason.

Stores & Purchase Officer

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

ANY BIDDER SEEKING EXEMPTION / BENEFITS PREFERENCE UNDER MSME / START UP INDIA / MAKE IN INDIA OR ANY OTHER PLYCY / SCHEME OF THE GOVERNMENT OF INDIA, WHICH IS CURRENTLY IN FORCE UST AT THE TIME OF BIDDING ITSELF ENSURE AT RELEVANT DOCUMENTS / CERTIFICATE 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 PLYCY SHALL BE GIVEN / CONSIDERED BY US. IF THE BIDDER FAILS TO CLAIM SUCH BENEFIT AND/OR FAIL TO SUBMIT NECESSARY DOCUMENTS/ CERTIFIATES IN SUPPORT OF ITS CALIM AT THE TIME OF BIDDING ITSEL. 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.

CRITICAL DATE SHEET

Sl. No.	Stage	Date and Time
1	Publish Date	13.10.2023
2	Sale/document Download Start Date	13.10.2023
3	Last Date & time for receipt of queries	06.11.2023 at 5.00 P.M.
4	Pre-bid Conference, if any	N.A.
5	Bid Submission Start Date & Time	13.10.2023 at 5.00 P.M.
6	Bid Submission End Date & Time	14.11.2023 at 2.30 P.M.
7	Bid Opening Date & Time	15.11.2023 at 3.30 P.M.

PROCUREMENT PLANNING

Sl. No.	Stage	Tentative Time Frame
1	Date of Bid Opening	Date of CPP Portal
2	Date of Completion of Technical Bid Evaluation	+ 20 working days.
3	Date of communication of Rejection of Bids	+ 35 days
4	Date of Receipt of context, if any, from Bidders	+ 40 days.
5	Opening of Financial Bid	+ 50 days.
6	Notification of Award	+ 60 days.

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Section – I

Instruction to Bidders and General Conditions of contract

Eligible Bidders: This invitation for Bids is open to all eligible logistics firms having valid CHA licensed in their own name with Freight Forwarding arrangements and meeting the requisite eligibility criteria of the tender document.

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

1.2 Cost of Bidding

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

1.3 Code of Integrity

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

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

- i) **Corrupt practice:** making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) **Fraudulent practice:** any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) **Anti-competitive practice:** any collusion, bid rigging or anti-competitive arrangement or any other practice coming under the purview of the Competition Act. 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) **Coercive practice:** harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) **Conflict of interest:** participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business

transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and

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

1.3.3 Obligations for Proactive disclosures

- i) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procurement 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, taking by the purchaser.

1.3.4 Punitive Provisions

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

- i) **If his bids are under consideration in any procurement:**
 - a) Forfeiture or encashment of bid security;
 - b) Calling off of any pre-contract negotiations; and
 - c) Rejection and exclusion of the bidder from the procurement process.
- ii) **If a contract has already been awarded**
 - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
 - b) Forfeiture or encashment of any other security or bond relating to the procurement;
 - c) Recovery of payments including advance payment, if any, made by the purchaser along with interest thereon at the prevailing rate.

iii) Provisions in addition to above:

- a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
- b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
- c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

1.4 Cost of Tender Documents

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

1.5 Documents Comprising the Bid:

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

Envelope – I: Technical Bid should contain following documents: (ELIGIBILITY CRITERIA)

1. The Bidder should have a valid Registration as Freight Forwarder / Consolidation Agent, having valid License for Agency of Customs Clearing (CHA) in its own name (Single name) and registered with Customs at New Delhi, Chennai and Mumbai for the last Ten years.
2. The Bidder should be registered member of an International Agency like IATA or FIATA as Freight Forwarder / Consolidation Agent.
3. The bidder should have an ISO 9001 (2000) as certification of quality system.
4. The Bidder should have a valid Service Tax and PAN Number.
5. The Bidder should have their own facility for Custom clearance at Delhi, Chennai and Mumbai for Air & Sea Cargo. Also, enclose minimum Two copy of Bill of Entry of each port as evidence.
6. The Bidder should not have been Suspended, Blacklisted or Holiday listing by any Govt. Organization and also not withdraw the tender during the validity of tender. An undertaking in this effect must be submitted by the Bidder that its business has not been Suspended, Blacklisted, holiday listing and also not withdraw the tender during the validity of tender.
7. The Bidder should have successfully executed at least Three (03) similar contracts per year for Freight Forwarding / Consolidation and Custom Clearance work during the last three financial year 2020-21, 2021-22 and 2022-2023, in any Government Department / PSU / CSIR Labs/ Public Funded Autonomous Bodies / ICADR/ IIT/ ICMR/ DRDO. Documentary evidences about satisfactory completion of work Certificate by the Client must also be enclosed along with their complete mailing address and telephone numbers.
8. Acceptance to Scope of Work as per Annexure A
9. Acceptance to IATA freight rates as per Annexure B.
10. Check List duly filled in and signed.
11. List of existing Customers of repute along with copies of the award letters, details of contact person, telephone number, email ID and complete address etc.
12. The Bidder must have associates in the Gateway international Airports and a list of such associates detailing locations, names, fax, email telephone numbers etc. must be enclosed with Technical Bid.

13. Bidder must submitted the Bid Securing Declaration Form on Letter Head duly stamped and signed as per attached format instead of EMD.
13. Bidder must submit the Declaration by the bidder for Code of Integrity & conflict of Interest.
14. Warehousing facility in Delhi: The bidder must have an all risk insured warehouse (Minimum insurance value Rs. 50/- lakh) in New Delhi where consignments cleared after the working hour can be stored safely for delivery on next working day. Proof of having such warehouse before the date of publishing this tender must be enclosed with the technical bid and should also have Liability Insurance policy for the warehousing. Insurance Policy attached with Technical Bid.
15. The Bidder should have their own facility for Customs clearance at New Delhi, Chennai and Mumbai both for Air and Sea Cargo and Foreign Post Office. The Bidder must be registered in Customs in all these places and the Registration Certificate should be valid on the date of opening of the Technical Bid. The services can not be subcontracted to any other agency.
16. Vendor must provide the Undertaking on their Letter Head duly stamped and signed that “CSIR-CEERI is not liable to pay any penalty as per Government of India Notification No. 26/2010-Customs (N.T.) dated 11th March 2017 and any other Government of India instruction issued with reference in clearance of material.
17. Vendor must also provide the Undertaking on their Letter Head duly stamped and signed that “CSIR-CEERI is not liable to pay any demurrage charges incurred on any shipment”.
18. The Bidder should have filled minimum 200 Bill of entries as CHA agent in each of the preceding three calendar year 2020, 2021 and 2022 in any Government Department / PSU/ CSIR Labs/ Public funded Autonomous Bodies / ICADR/ IIT / ICMR/ DRDO. Copy of Bill of Entries must enclosed along with Technical Bid.

Note: The photocopies of the above mentioned documents should be legible and duly attested.

The bidders may submit their bids online mode only on the Central Public Procurement Portal. (Bids received by FAX/E-mail would not be considered for evaluation when the tender is published on CPP Portal).

Only online bids will be entertained when the tender is published on CPP Portal (www.etenders.gov.in).

In the case of bids invited on two-part basis, the Bidder shall prepare separately the un-priced commercial and technical bid comprising the documents as listed in ITB 1.5.1 and the priced bid separately, and marked as “Technical Bid” and Priced Bid” and up-load on CPP Portal. Both the uploads shall then be entertained on the CPP Portal as per procedure therein.

- 1.5.2 Please note that the rates must be clearly shown in the bid. Rates offered in vague terms like “As applicable or at Actuals” should be avoided; otherwise such quotation shall be rejected.

NOTE:

1. Copy of Freight Rates mentioned in Annexure-B duly signed and stamped on bidder’s Letter Head.
2. Price Bid Form strictly as per format given in Annexure – ‘A’ on bidder’s Letter Head stating Uniform Percentage of Discount offered on Freight Rates for all the countries mentioned in Annexure – ‘B’. Price Bid should be strictly as per the format given in Annexure – ‘A’, any deviation from the same will result in disqualification.

1.6 Bid Security:

- 1.6.1 The bids shall accompany a Bid Securing Declaration as per the format available in the NIT. Failure to submit the Bid Securing Declaration shall render the bid as invalid.
- 1.6.2 The Bid Securing Declaration is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's.
- 1.6.3 The Bid Securing Declaration must be submitted by the vendor on their letter head duly stamped and signed.
- 1.6.4 Bidders that are currently registered with the purchaser, or registered as MSEs will continue to remain registered during the tender validity period also and are exempted from payment of EMD. In case the tender fails in these categories, the bidder should furnish a certified copy of its valid registration details. Except for MSEs, the exemption is valid for the trade group and monetary value of registration only. The MSEs are provided tender document free of cost and are exempted from the payment of Bid Security provided the goods are produced and the services are rendered them and not for any trading activities undertaking by them. Further firms who are having Udyog Aadhar Memorandum are entitled to all benefits available for MSEs under the Public Procurement Policies for MSEs and can get registered with any of the following agencies:

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

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

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

1.6.6 Bidder may be suspended due the reasons:

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

- 1.6.7 **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 Bank Guarantee for the correctness, genuineness, etc.**

1.7 Period of Validity of Bids

- 1.7.1 Bids shall remain valid for minimum of 120 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 1.7.2 In exception circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (by post, fax or e-mail). The bid security provided shall also be suitably extended failing which the bid would be summarily ignored. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required not permitted to modify its bid.
- 1.7.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

1.8 Format and Signing of BID

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

1.9 Submission, Sealing and Marking of Bids:

- 1.9.1 The bidders may submit their bids in online mode only on the central public procurement portal. (Bids received by FAX/E-mail and Hard copy would not be considered for evaluation when the tender is published on CPP Portal).
- 1.9.2 Only online bids will be entertained as the tender is published on CPP Portal (www.etenders.gov.in)
- 1.9.3 In the case of bids invited on two parts basis, the Bidder shall prepare separately the un-priced commercial and technical bid comprising the documents as listed in ITB 1.5.1, and the priced bid separately and marked as "Technical Bid" and Price bid" and upload on CPP Portal Both the uploads shall then be entertained on the CPP Portal as per procedure therein.
- 1.9.4 Bear the name and address of the bidder, Tender Number, due date and a warning "Do not open before 15.11.2023 at 3.30 P.M." to be completed with the time and date as specified in the invitation for bids.
- 1.9.5 Firms submitting bids in a single envelope, against the requirement of two bid system would be considered for further evaluation at the risk & responsibility of the bidder. However, the opened priced bid, if prepared separate from the technical bid, would be sealed immediately by the Tender opening Committee without disclosing the price.

1.10 Deadline for Submission of Bids:

- 1.10.1 Bids must be received by the Purchaser on CPP Portal not later than the time and date specified in invitation for bids. In the event of the specified date for the submission of

Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

- 1.10.2 The Purchaser may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended. (This will be only on CPP Portal).

1.11 Late Bids

- 1.11.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected.
- 1.11.2 Such tenders shall be marked as late and not considered for further evaluation. They shall not be opened at all.

1.12 Withdrawal, substitution and Modification of Bids.

- 1.12.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 1.9.1 duly signed by an authorized representative, and shall include a copy of the authorization. (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a) Submitted in accordance with ITB Clause 1.8 and 1.9 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL"; and

(b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 1.9.4.

- 1.12.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 1.10.1 shall be returned unopened to the Bidders. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.

1.13 Opening of Bids by the Purchaser

- 1.13.1 The Technical Bids will be opened at a time in the presence of bidder's authorized representatives who choose to attend, as per the schedule given in invitation for bids. The Bidder's representatives who are present shall sign the quotation opening sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day. In two-part bidding, the financial bid shall be opened only after technical evaluation.

- 1.13.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out

with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

- 1.13.3 The bidder's names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bid(s). The contents of the bid forms and price schedules would however to announced only at the time of opening of Priced-bids in the case of two-bid system.
- 1.13.4 Bids that are received late shall not be considered further for evaluation, irrespective of the circumstances.
- 1.13.5 Bidders interested in participating in the bid opening process, should depute their representatives along with an authority letter to be submitted to the purchase at the time of bid opening.

1.14 Confidentiality

- 1.14.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 1.14.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

1.15 Clarification of Bids

- 1.15.1 To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the purchaser. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.

1.16 Preliminary Examination

- 1.16.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in tender have been provided, and to determine the completeness of each document submitted.
- 1.16.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
 - (a) Bid Form and Price Schedule, are in accordance with the tender format.
 - (b) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who

do not meet the basic requirements, are to be treated as unresponsive and ignored. The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:

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

1.17 Bidder's right to question rejection.

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

- i) Only a bidder who has participated in the concerned procurement process i.e. pre-qualification, bidder registration or bidding, as the case may be, can make such representation;
- ii) In case pre-qualification bid has been evaluated before the bidding of Technical bids, an application for review in relation to the technical bid may be filed only by a bidder who has qualified in pre-qualification bid;
- iii) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
- iv) Following decisions of the purchaser in accordance with the provision of internal guidelines shall not be subject to review:
 - a) Determination of the need for procurement;
 - b) Selection of the mode of procurement or bidding system;
 - c) Choice of selection procedure;
 - d) Provisions limiting participation of bidders in the procurement process;
 - e) The decision to enter into negotiations with the L1 bidder;
 - f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
 - g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/contractor; and
 - h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

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

1.18 Responsiveness of Bids

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

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

1.18.2 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.

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

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

1.19 Non-Conformity, Error and Omission

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

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

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

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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

1.20 Examination of Terms & Conditions, Technical Evaluation

- 1.20.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the Scope of work, SCC and the Qualifying Criteria have been accepted by the Bidder without any deviation or reservation.
- 1.20.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause, to confirm that all requirements specified in the Bidding Documents have been met without any material deviation or reservation.
- 1.20.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 1.16, it shall reject the Bid.

1.21 Conversion to Single Currency

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

1.22 Evaluation and comparison of bids

- 1.22.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive and technically qualified as per the qualification criteria.
- 1.22.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology shall be permitted.
- 1.22.3 Comparison of rates of technically qualified agencies shall be made based on Uniform Percentage of Discount offered on IATA Freight Rates for various countries mentioned in Annexure – B only.

1.23 Contacting the Purchaser

- 1.23.1 Subject to ITB Clause 1.15, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 1.23.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of Bidder's bid.

1.24 Post qualification

- 1.24.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract.
- 1.24.2 The determination will take into account the eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.
- 1.24.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

1.25 Negotiations

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

1.26 Award Criteria

1.26.1 Subject to ITB Clause 1.27, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The details of the award would be hosted on the website of the Purchaser.

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

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

1.28 Notification of Award

1.28.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax or e-mail that the bid has been accepted and a separate purchase order shall follow through post.

1.28.2 Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.

1.28.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 1.31, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

1.29 Signing of Contract

1.29.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement/ Purchase Order.

1.29.2 Within twenty-one (21) days of date of the Purchase Order, the successful Bidder shall sign, date, and return it to the Purchaser.

1.30 Order Acceptance

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

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

1.31 Performance Security

- 1.31.1 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security (PS) in the amount specified in the tender document.
- 1.31.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 1.31.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries or in equivalent Indian rupees in case the performance security is submitted by the Indian Agent.
- 1.31.4 The Performance security shall be in one of the following forms:
- (a) A Bank guarantee issued by a Nationalized/ Scheduled bank located in India in the form provided in the bidding documents. Or
 - (b) A Banker's cheque or Account Payee demand draft in favour of the Director, CEERI, Pilani, or
 - (c) A Fixed Deposit Receipt pledged in favour of the Director, CEERI, Pilani.
 - (d) RTGS/NEFT in favour of Director, CEERI, Pilani.
- 1.31.5 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.
- 1.31.6 In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.
- 1.31.7 The performance security must be received within 21 days. However, the Purchaser has the power to extend the time frame for submission of Performance Security (PS). Even after extension of time, if the PS is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.
- 1.31.8 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.
- 1.32 **Fidelity Guarantee Bond:** Since the agent shall have to handle sophisticated and valuable consignments as wells, the agent shall further be bound to furnish a fidelity guarantee bond as well for an amount of Rs. 50,00,000/- (Rs. Fifty lakh only) in favour of the Director, CEERI, Pilani – 333031, within 21 days of the receipt of the letter of acceptance issued by the Institute, so as to safeguard the interest of CSIR-CEERI, Pilani, in case, of any loss is caused to CSIR-CEERI, Pilani, due to any act of omission and commission by the agent This bond must be duly attested by the agent's bank which should be a Nationalized Bank. This bond must be valid for contract period plus two months.

1.33 **Termination**

- a. The contract may be terminated by either party to the contract by giving three months prior notice to the other party without assigning any reasons.
- b. The Institute may at its discretion, terminate the contract by giving prior notice as deems appropriate in case of the service being found unsatisfactorily or any term of the contract being breached and which in its opinion may be harmful to its interests as also to the spirit of the contract.
- c. The contract may be terminated by the Institute in terms of the stipulations provided elsewhere in the contract.
- d. It is made clear that if any information / certificate furnished by the bidder is subsequently, after or before award of the contract, is found to be untrue or false, the award of the contract may be terminated by the institute at its discretion forthwith and the bidder / contractor shall have no claim, whatsoever, in this regard and the Performance Bank Guarantee, as the case may be, would be liable for forfeiture, wholly or in part, at the discretion of the Institute.

Section – II

Scope of Work, Guidelines and Instructions

SCOPE OF WORK

1. The scope of the Consolidation-cum-clearance contract shall include the following jobs.
 - A. **CUSTOMS CLEARANCE OF IMPORTED CONSIGNMENTS FROM AIRPORT AUTHORITY OF INDIA (AAI) / INLAND CONTAINER DEPOT (ICD) / FOREIGN POST & COURIER, NEW DELHI, MUMBAI AND CHENNAI AND ANY OTHER INDIAN AIRPORT/SEA PORT.**
 - i. The clearance of precious and delicate type of equipments, instruments and other special type of materials, including perishable chemicals etc.
 - ii. Receipt of documents relating to custom from CSIR-CEERI, Pilani and ensuring the following:
 - a. Custom clearance of the consignment including all the stages of customs clearance.
 - b. Obtaining non-delivery certificate/ short landing certificate / damage certificate in the case of materials being short delivered by Airport Authority of India (AAI), or airlines and lodging of claims with them immediately on behalf of CSIR-CEERI, Pilani
 - c. Arranging insurance survey at airport/ AAI in case of damages to the consignment and obtaining the damage certificate.
 - d. Immediate Dispatch / delivery of consignment to CSIR-CEERI, Pilani after custom clearance.
 - e. To identify the consignments of negative / banned listed & 100% Custom Duty Free items from day to day purchase orders issued by the Institute and advice the Institute accordingly.
 - f. CHA will immediately instruct foreign associate to communicate the shipper.
 - iii. Any other job in connection with the clearance of goods from Customs.
 - iv. Clearance and intimation of Parcels from Customs / Foreign Post office, and delivery to CSIR-CEERI, Pilani.
 - v. Clearance of consignments from Inland Container Depot (ICD) Delhi , Patparganj and dispatch to CSIR-CEERI, Pilani.
 - vi. Clearance of sea shipment from any port of the India and delivery of consignment at CSIR-CEERI, Pilani, CSIR-CEERI, Jaipur Centre, Jaipur and CSIR-CEERI Madras Centre, Chennai, after custom clearance.
 - vii. Follow-up of cases of recovery of any excess duty paid to customs.
 - viii. Clearance of consignment arrived through courier / cargo mode.
 - B. **CONSOLIDATION OF THE CONSIGNMENTS BEING IMPORTED FROM ACROSS THE WORLD.**
 - i. To ensure complete monitoring and supervision of the movement of items/ documents from the date of order/ letter of credit and regular feedback to CSIR-CEERI, Pilani on the progress of order. In case the pre-Alert / Advance Shipping document is not received before landing of the consignment, the delay in clearance will be on the part of Agent and the respective amount of demurrage shall be recovered from the bill. CSIR-CEERI, Pilani shall not be liable to pay any amount on account of demurrage / penalty charges.

- ii. To provide timely information (pre-alert) regarding dispatches and other relevant information to CSIR-CEERI, Pilani.
- iii. To facilitate specialized packing for all kinds of materials as per the International Air Traffic Association (IATA) specifications and international packing standards.
- iv. Clearance & transportation of special projects materials voluminous and heavy packages, dangerous and hazardous materials including Radioactive Materials on priority basis.
- v. To communicate promptly through telephone, tele-fax and email etc., to ensure quick clearance.
- vi. Any other services needed regarding consolidation from time to time.
- vii. If, any nearby International Airport agent's associates happen to be not available, consolidation agent will responsible for making arrangements for smooth shipment.

C. EXPORTS TO VARIOUS COUNTRIES:

- i. Export of certain items for repairs and re-import them after their repairs.
- ii. Export equipments for replacement, completion of their paper work and re-import them subsequently.
- iii. All procedural formalities with customs will be required to be done by the agent. The Agent shall take care of the paper work of the export documents for repair or replacement materials on priority basis.

However, there would be no guarantee ever of any definite volume of work which could be entrusted to the successful bidder.

(To be typed on Company's Letter Head without modification/deletion, duly stamped and signed)

Scope of Work

ANNEXURE – A

PROFORMA FOR SUBMITTING PRICE BID

S. No.	Name of Job Work	Discount on IATA Rates
	All type of shipments i.e. Ex-works, FCA and FOB etc. including all the stages of clearance like collection of documents from CSIR-CEERI, Pilani, Insurance of shipment from suppliers warehouse to CSIR-CEERI warehouse, collection of delivery order from carriers, DO charges of air lines, custom clearance of consignments including customs documentation, customs examination sealing/strapping, CC Fee, Screening charges, X-ray charges, BE charges, DGR Fee, MAWB/HAWB charges, Fork lift/Crane charges, Loading charges at Airport/Sea Port and Transport charges from Delhi to CEERI, Pilani and Jaipur Centre, Jaipur, Mumbai to CEERI, Pilani and Jaipur Centre, Jaipur, and from Chennai Air/Sea Port to CSIR-CEERI Chennai Centre etc and any other charges paid by the freight forwarder during this process.	

The discount should be firm and fixed and should be applicable uniformly for all slabs of weight and from different countries, as per IATA Rate.

1. On FCA/FOB consignments, no other charges in shipper country will be paid except freight.
2. On Ex-works consignments, charges in shipper country i.e. Inland Handling/ Forwarding and Pick-up charges will be paid after approval of CSIR-CEERI.
3. All Govt. statutory charges / levies not mentioned in the format will be paid on the production of the receipts for the same.
4. CSIR-CEERI will be paid Fuel and Security Surcharge against duplicate copy of MAWB (**photo copy not acceptable**) issued by Airlines only, failing which CSIR-CEERI shall not make the payment of Fuel and Security charges.

Stores & Purchase Officer

PROFORMA FOR SUBMITTING PRICE BID

IATA RATES SHEET

Single Discount (%) to quoted for Air freight charges as per following IATA rates.

S. No.	Name of Country	Airport	Currency	Min.	-45 Kgs	+45 Kgs	+100 Kgs.	+300 Kgs.	+ 500 Kgs.	+ 1000 Kgs.
1	AUSTRALIA	SYDNEY	AUD	120.00	7.50	5.65	3.85	2.70	2.30	2.30
2	AUSTRALIA	MELBOURNE	AUD	167.00	9.25	7.50	5.40	4.10	3.60	3.60
3	AUSTRIA	VIENNA	EURO	71.95	11.12	8.39	8.39	8.39	8.39	8.39
4	BELGIUM	BRUSSELS	EURO	66.93	6.07	6.07	3.00	2.70	2.55	2.55
5	BRAZIL	SAO PAULO	USD	125.00	21.25	16.30	14.75	10.72	9.35	9.35
6	CANADA	MONTREAL	CAD	185.00	18.47	14.14	12.14	11.08	10.63	10.63
7	CANADA	TORONTO	CAD	185.00	19.68	15.12	13.14	11.89	11.45	11.45
8	CHINA	SHENZHEN	CNY	266.00	36.91	26.36	26.36	26.36	26.36	26.36
9	CHINA	SHANGHAI	CNY	230.00	33.63	24.02	24.02	24.02	24.02	24.02
10	CHINA	BEIJING	CNY	230.00	35.21	25.18	25.18	25.18	25.18	25.18
11	DENMARK	COPENHEGEN	DKK	670.00	29.00	26.00	18.00	18.00	18.00	18.00
12	DUBAI	DUBAI	AED	150.00	19.10	14.40	14.40	14.40	14.40	14.40
13	FINLAND	HELSINKI	EURO	58.87	7.32	7.32	2.78	2.51	2.37	2.37
14	FRANCE	PARIS	DURO	85.00	9.10	9.10	3.64	3.27	3.15	3.15
15	GERMANY	FRANKFURT	EURO	76.69	4.09	4.09	2.56	2.30	2.17	2.17
16	NETHERLAND	AMSTERDAM	EURO	68.07	7.82	7.82	3.05	2.83	2.71	2.71
17	NEWZELAND	AUCKLAND	NZD	65.00	12.72	9.52	9.52	9.52	9.52	9.52
18	HONG KONG	HONG KONG	HKD	190.00	30.39	22.79	22.79	22.79	22.79	22.79
19	IRELAND	DUBLIN	EURO	74.03	8.92	8.92	6.89	6.89	6.89	6.89
20	ISRAEL	TEL AVIV	USD	37.00	7.67	5.75	5.75	5.75	5.75	5.75
21	ITALY	ROME	EURO	67.14	4.86	4.86	3.19	3.19	1.91	1.91
22	ITALY	VENICE	EURO	67.14	4.92	4.92	3.25	3.25	1.97	1.97
23	JAPAN	TOKYO	JPY	11500/-	1610.00	1370.00	1200.00	1040.00	1040.00	1040.00
24	KOREA	SEOUL	KRO	39300/-	8260.00	6200.00	5370.00	5370.00	5370.00	5370.00
25	LATVIA	LATVIA	EURO	67.92	7.63	6.09	3.97	3.70	3.56	3.56
26	MALAYSIA	KUALALUMPUR	MYR	113.00	12.94	9.71	9.71	9.71	9.71	9.71
27	MALAYSIA	PENANG	MYR	113.00	14.44	10.84	10.84	10.84	10.84	10.84
28	PHILIPPINES	MANILA	USD	39.00	5.69	4.28	4.28	4.28	4.28	4.28
29	POLAND	WARSAW	PLN	235.00	25.20	19.00	18.00	16.00	16.00	16.00
30	SINGAPORE	SINGAPORE	SGD	75.00	9.75	7.31	7.31	7.31	7.31	7.31
31	SPAIN	MADRID	EURO	57.10	5.66	5.66	4.24	3.11	3.11	3.11
32	SPAIN	BARCELONA	EURO	57.10	5.66	5.66	4.24	3.11	3.11	3.11
33	SWEDEN	STOCKHOLM	SEK	750.00	33.00	27.00	21.00	21.00	21.00	21.00
34	SWITZERLAND	ZURICH	CHF	120.00	17.25	10.85	5.40	4.55	4.30	4.20
35	SWITZERLAND	BASEL	CHF	120.00	17.25	10.85	5.40	4.55	4.30	4.20
36	TAIWAN	TAIPEI	TWD	1281.00	181.00	136.00	136.00	136.00	136.00	136.00
37	THAILAND	BANGKOK	THB	800.00	86.00	65.00	65.00	65.00	65.00	65.00
38	TURKEY	ISTANBUL	EURO	52.68	5.14	3.85	3.85	3.85	2.58	2.58
39	U.K.	LONDON	GBP	60.00	6.42	6.42	3.11	2.90	2.55	2.55
40	U.K.	MANCHESTER	GBP	60.00	6.44	6.44	3.13	2.92	2.57	2.57
41	U.K.	BIRMINGHAM	GBP	60.00	6.44	6.44	3.13	2.92	2.57	2.57
42	U.,K.	GLASGOW	GBP	60.00	6.46	6.46	3.15	2.94	2.59	2.59
43	USA	NEW YORK	USD	125.00	15.55	11.95	10.36	9.42	9.07	9.07
44	USA	SAN FRANCISCO	USD	125.00	15.94	12.17	11.95	10.28	9.67	9.67
45	USA	BOSTON	USD	125.00	15.46	11.89	10.30	9.41	9.05	9.05
46	USA	DALLAS	USD	125.00	16.68	12.90	11.52	10.64	10.19	10.19
47	USA	LOS ANGEL	USD	125.00	15.94	12.17	11.95	10.28	9.67	9.67
48	USA	MIAMI	USD	125.00	17.00	12.42	11.22	10.30	9.90	9.90
49	USA	ATLANTA	USD	125.00	16.82	12.96	11.36	10.44	10.01	10.01

50	USA	CHICAGO	USD	125.00	16.68	12.90	11.34	10.44	9.98	9.98
Percentage of discount offered on the above rates. Only one rate of discount should be quoted irrespective of countries sizes, slabs, type (ODC and voluminous etc.) and inclusive the charges mentioned in FORMAT-A			In Figures							
			In words							

Note: To the best of our knowledge the rates given in above table are the IATA rates.

Date

Signature of authorized person _____
Name of the party _____
Name of the person _____
Designation _____

Section III

Special Conditions of Contract (SCC)

1. Conditional tender shall not be accepted and printed terms & conditions of the bidders shall not be binding on CSIR-CEERI.
2. Performance Bank Guarantee: The successful bidder will have to furnish an unconditional Performance Bank Guarantee (PBG) of Rs. 5,00,000/- (Rs. Five lakh only) in favour of the Director, CSIR-CEERI, Pilani, valid for a period of 60 days beyond the contract period of two years, from a Scheduled / Nationalised bank in India within twenty one days of the placement or order. No interest would be paid on the Performance Bank Guarantee. In case the successful bidder fails to provide satisfactory services during contract period or discontinue or found at fault, the Performance Bank Guarantee shall be invoked and forfeited without assigning any reason there of. The successful bidder shall have no right to claim for refund of amount of Performance Bank Guarantee in such a case.
3. Validity of Offer: Bids shall remain valid for minimum of 120 days from the date of opening (under two bid system from the date of opening of Technical bid). A bid valid for a shorter period shall be rejected by the CSIR-CEERI as non-responsive. CSIR-CEERI may request the bidders for extension of validity if necessary. Bidders in such case have the choice for acceptance / non acceptance of the request. Non acceptance of bid validity in such case shall not result in forfeiture of bid security however the bids so submitted and not extended of validity shall not be considered in further course of tendering.
4. Contract Period: The contract will be awarded for a period of two years only. If the services of contractor found satisfactorily the same be extended for a period of One Year. However, the same can be terminated at any stage in case the contractor is found indulged in any illegal activity.
5. Order Acceptance: The order acceptance must be received within 14 days from the date of issue of award letter. However CSIR-CEERI has the authority to extend the due time for submission of order acceptance and submission of Performance Bank Guarantee (PBG). Non acceptance of award / non submission of PBG shall result in re-tendering after forfeiting the bid security of the defaulting firm. In such cases the defaulting firm shall not be considered again for tendering process in the particular case. The contract so awarded can be terminated by the Director, CSIR-CEERI, Pilani, at any time without conveying any reasons.
6. Responsibilities of the awardee: The Primary responsibility of CHA is to arrange to collection of shipments from foreign suppliers / their agent and to arrange for its transportation to Pilani/ any other place in India as directed. This includes Custom Clearance of the consignments either under the awardees consolidations or under other consolidator or by independent flight of any Air lines or Sea Company, from customs at Delhi Airport / Mumbai Sea Port and Chennai Airport and Sea Port, Foreign Post Office in India for the import and onward transportation and delivery at CSIR-CEERI, Pilani, CSIR-CEERI Jaipur Centre and CSIR-CEERI Madras Centre, Chennai.
7. Consolidation of Import of Consignments: A list of the consolidation agents in the listed countries giving complete details of Name, Address, Telephone No., Fax Nos., E-mail/ Web site, contact persons etc. and their authorization letter in bidder's name should be

invariably submitted along with technical bid. Any change in consolidation agent in any country should be immediately intimate to CSIR-CEERI, during contact period.

8. FCA/FOB Shipments: The purchase orders are placed with foreign suppliers normally on FCA/FOB basis. The consignments will be handed over by Foreign Suppliers/ their agents to CHA's Console Agent at the nearest International Airport/seaport from their premises/works. Suppliers will bear inland transportation charges and all the related charges up to handling over of the material to CHA's Console Agent. All the charges incurred up to actual boarding of the consignment in the Aircraft / vessel at Shipping Airport/ sea port is to be paid and borne by the CHA only.
9. The consignments shall preferably be routed through AIR. The consignments must be shipped by the next available flight just after receiving the consignment from the foreign Supplier.
10. The purchase order copy will be sent to the freight forwarder and the custom clearing agent who will follow up with the foreign Supplier to ship the good within the delivery schedule and shall intimate the status of the shipment to CSIR-CEERI, Pilani well in advance by e-mail on our email I.D. spo@ceeri.res.in.
11. The shipment details like flight no. and date, copy of HAWB/MAWB, Airlines Manifest and Invoice of foreign Supplier must be sent by e-mail / fax to CSIR-CEERI, Pilani immediately after the consignment is booked for shipment by the freight forwarder. Two sets of shipping documents shall be obtained from the supplier and be accompanied with the consignments.
12. The consolidator shall be responsible for safety & security of the consignments in all circumstances. The awardee will also provide in-house warehousing facility free of cost and should have cold storage facility to facilitate minor transit delay for any perishable cargo. The agent must have its own arrangement for ware housing. **Insurance Pickup and delivery by road within India. Material should be dispatched to CSIR-CEERI, Pilani, CSIR-CEERI Jaipur Centre, Jaipur and CSIR-CEERI Madras Centre, Chennai, on working days.**
13. The rate of discount quoted by the bidder on Freight Rates mentioned in Annexure –B should hold good, firm and fixed during the currency of the contract period of two years and no request for reduction in discount rates on whatsoever ground will be entertained.
14. This Institute shall not be held responsible for delay of payment of the contractor due to some unforeseen reasons/ circumstances and no interest for delay in payment shall be paid. The Customs Duty bills must accompany the Bill of Entry for home consumption and exchange control, copies of MAWB/HAWB, copy of customs assessed Invoice, gate pass all receipts in support of payment towards Govt. Levies made on our behalf and custom examination reports of each case. The bills in triplicate duly pre-receipted has to be submitted.
15. Non-delivery certificate/ short landing certificate/ shortage certificate of the customs or any other documents, if needed by us, shall have to be provided by the agent without any charges.
16. In the event of damages or any other discrepancy in the consignment found at the time of customs clearance, the agent / contractor will arrange insurance survey by the insurance company or their surveyor and also lodge claim with concerned authorities on CSIR-CEERI behalf under intimation to CSIR-CEERI, Pilani immediately.

17. Contractor shall arrange clearance of consignment from Customs within the stipulated free period allowed by Air Company/IAAI. Demurrage warehouse charges shall not be paid for delay for arranging consolidation at the port of shipment and customs clearance at the port of destination. The contractor will not raise any bill/claim for Demurrage/ Warehouse charges if incurred. No demurrage charges will be paid in any circumstance.
18. Custom Duty shall be paid by the contractor on behalf of CEERI after giving appropriate Harmonization System (HS) code to the material imported at the time of filing of the Bill of entry. In case the HS Code put in the Bill of Entry by the contractor is found to be incorrect/ false and it is found that the material imported is fully Customs duty exempted then the Customs Duty reimbursed to the contractor by this Institute will be recovered from the contractor. CSIR-CEERI CAN NOT RELEASE ANY ADVANCE PAYMENT OF CUSTOM DUTY.
19. The payment of IGST incurred on the shipment above Rs. 10,00,000/- (Rs. Ten lakh only) will be paid by CSIR-CEERI to the contractor against Bill of Entry and other relevant documents.
20. A clean copy of MAWB/HAWB in original mentioning dimensions and weight of each packet of the consignment must be submitted to the agent along with the bills.
21. Penalty Clause: CSIR-CEERI reserves the right to deduct penalty @0.5% per week of Ex-works/ FCA / FOB price (INCOTERMS 2000) for delay in consolidation and Airfreight / Sea shipment of CSIR-CEERI shipments and delivery to CSIR-CEERI (maximum penalty 10%). The period for this will be calculated after 30 days, from the date of intimation by supplier about the readiness of the consignment for shipment.
22. All CSIR-CEERI imports are customs duty exempted/ payable on concessional rates under Notification No. 51/96 dated 23.07.1996 and subsequent renewals. Certificates to this effect will be provided by CSIR-CEERI, against each import for customs clearance purposes. On receipt of Cargo Arrival Notice the agent will file Bill of Entry just after landing of the consignment under intimation to CSIR-CEERI for arrangement of clearance documents and customs duty exemption certificate. In case of any customs objection, the written communication will be sent to CSIR-CEERI without any delay. In no case, Custom Duty shall be paid by the agent against production of Custom Duty Exemption Certificate and if the items imported are Customs Duty exempted. Interest on Customs Duty / Penalty towards late filing of Bill of Entry if any shall not be paid under any circumstances by CSIR-CEERI.
23. If any damages/pilferage/theft/shortage occurs during the transportation, loading and unloading under custody of the contractor/ agent after taking delivery from IAAI, the same will be recovered from the contractor/ agent. In the event of damages/ shortages/pilferage to the consignment is suspected, open delivery will be taken by CSIR-CEERI. If the same is found during the course of customs clearance, it must be got recorded on the Bill of Entry and copy will be provided to CSIR-CEERI.
24. The consignment should be delivered on door delivery to CSIR-CEERI, Pilani, CSIR-CEERI, Jaipur Centre, Jaipur and CSIR-CEERI Madras Centre, Chennai, within working days after clearance from customs. Unloading at CSIR-CEERI, Pilani, CSIR-CEERI Jaipur Centre, Jaipur and CSIR-CEERI Madras Centre, Chennai, is responsibility of CSIR-CEERI.

25. A weekly statement of consignment to be shipped and already under shipment/clearance should be invariably submitted through mail/ fax.
26. A copy of Purchase Order of CEERI placed to overseas Suppliers will be provided to you for making tie-up with your associates to avoid any complications and delay.
27. Pre-alert of shipment should be sent to CSIR-CEERI well in advance at least 5 working days prior to landing of consignment and all documents required for clearance should be collected from CSIR-CEERI in advance in each case.
28. After receiving the goods from principal Supplier/ delivery of goods at FCA POINT, the goods must be shipped immediately by next available flight to avoid delay.
29. Your firm will not hold any consignment of CSIR-CEERI due to any reason whatsoever whether contract is in force or not.
30. Bank release order (for consignment against irrevocable letter of credit) will be delivered only after its receipt from the bank. Custom clearance should be initiated without waiting for bank release order. The Bill of Entry (B/E) in respect of shipment must be sent to CSIR-CEERI immediately on customs clearance.
31. Bidder should furnish a confirmation from any Govt. Department / PSU/ CSIR Labs. / Public Funded Autonomous Bodies/ ICAR/ IIT/ ICMR/ DRDO, where earlier such contract have been successfully completed. Bidders who have not executed any contract satisfactorily, failed to execute any such contract or have poor track record shall not be considered. Misrepresentation of suppression of facts will lead to the cancellation of the bid/ contract and forfeiting of EMD/ Performance Security Deposit as the case may be.
32. In the event of non availability of Invoice or other relevant papers and its collection from the Principal foreign firm and if the consignment incurs demurrage or penalty or detention the contractor shall be solely responsible for demurrage and same shall be deducted from the bills of the contractor.
33. The Bidder shall bear all costs associated with preparation and submission of its bid "CSIR-CEERI", will not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
34. Service Tax as per Government rules as applicable will be paid. Income Tax as applicable as per Government rules will be deducted.
35. The CSIR-CEERI will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.
36. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of its bid.
37. Any interlineations, erasures or overwriting shall be valid only if they are initialled by the persons or persons signing the bid.
- 38. Conditional quotation shall be rejected.**
39. Payment shall be made on bill basis. Bill should be raised in triplicate along with all supporting documents. Separate bill shall be raised by the Contractor for (1) Custom

Clearance Charges and (2) Custom Duty charges. Payments will be effected through RTGS.

40. Bill of Entry should be filed strictly as per HS Code classifications. Customs Duty paid due to wrong filing of Bill of Entry under wrong HS Code shall be the responsibility of CHA and the same will not be reimbursed by CSIR-CEERI to CHA.
41. CHA must instruct and ensure that their authorized freight forwarder should prepare MAWB/ HAWB and draw in favour of Director, CSIR-CEERI, Pilani only and notify CEERI bankers. In case MAWB/HAWB drawn in favour of CEERI bankers then consequent BRO charges/ penalty, if levied shall be the responsibility of CHA and has to be borne by CHA only.
42. After opening of LC any changes related to shipment required by CHA, may be requested in writing. All bank charges related to LC amendment will be recovered from CHA.
43. On arrival of consignment applicable concessional customs duty in full has to be arranged and paid in advance by CHA initially on behalf of CSIR-CEERI, and the same will be reimbursed by CSIR-CEERI to CHA against submission of e-Payment receipt of Custom Duty and IGST and Bill of Entry in original. In case CHA does not agree for payment of applicable concessional customs duty in full and in advance or request for part payment of concessional customs duty or other clearing charges in advance then such bids shall be rejected.
44. In case of perishable items CHA should instruct their overseas freight forwarder to check and ensure that the perishable consignment is having sufficient Dry Ice before receiving the consignment from the principal supplier. And moreover, if required, sufficient Dry Ice should be added by the freight forwarder to the perishable consignment to preserve and prevent it from deterioration. Similarly on arrival of consignment at New Delhi customs CHA should ensure that sufficient Dry Ice is present in consignment and should add more and sufficient dry ice for the period of transmit from Delhi customs to CSIR-CEERI, Pilani.
45. Any major changes in the prescribed CSIR procedure shall be applicable to the contract and CHA shall have to agree and adopt the changes as per CSIR-CEERI requirement.
46. There would be no upward revision in the Freight Rates mentioned in Annexure – ‘B’.
47. Bidder should have an overall experience of at least Five Years in consolidation and Customs Clearance.
48. The CSIR-CEERI may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or part:-
 - (a) If the Service Provider fails to deliver satisfactory services within the period(s) specified in the contract, or within any extension thereof granted by the CSIR-CEERI or
 - (b) If the Service Provider fails to perform any other obligation(s) under the Contract.
 - (c) If the Service Provider, in the judgment of the CSIR-CEERI has engaged in corrupt or fraudulent or collusive or coercive practices as defined in Clause on Fraud or Corruption in competing for or in executing the contract.

49. Force Majeure: For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Service Provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Service Provider. Such events may include, but not be limited to, acts of the CSIR-CEERI in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
50. If a Force Majeure situation arises, the Service Provider shall promptly notify the CSIR-CEERI in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the CSIR-CEERI in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
51. Settlement of Dispute: The CSIR-CEERI and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
52. If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the CSIR-CEERI or the Service Provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Service under the Contract.
53. The dispute settlement mechanism / arbitration proceedings shall be concluded as under:
- (a) In case of Dispute or difference arising between the CSIR-CEERI and a domestic Service Provider relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the “Delhi International Arbitration Centre (DIAC), Delhi” for arbitration or for appointment of the sole arbitrator or group of persons to act as Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
 - (b) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
54. The venue of the arbitration shall be New Delhi.
55. 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 CSIR-CEERI shall pay the Service Provider any monies due, to the Service Provider.

56. The contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.
57. The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction i.e. New Delhi.
58. Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX, e-mail or and confirmed in writing to the other party's address specified.
59. A notice shall be effective when delivered when delivered or on the notice's effective date, whichever is later.
60. Director, CSIR-CEERI reserves the right to reject the lowest tender or accept any tender or part thereof without assigning any reason.

Stores & Purchase Officer

Section – IV
Qualifying Criteria

Sr. No.	QUALIFICATION CRITERIA	Acceptance by the bidder
1.	The Bidder should have valid Registration as Freight Forwarder / Consolidation Agent, having valid License for Agency of Customs Clearing (CHA) in its own name (Single name) and registered with Customs at New Delhi, Chennai and Mumbai for the last Ten Years.	Submitted
2.	The bidder should be registered member of an International Agency like IATA or FIATA as Freight Forwarder / Consolidation Agent.	Submitted
3.	The bidder should have an ISO 9001 (2000) as Certification of quality system.	Submitted
4.	The Bidder should have a valid Service Tax and PAN Number.	Submitted
5.	The bidder should have their own facility for Customs clearance at Delhi, Chennai and Mumbai for Air & Sea Cargo. Also, enclose two copy of Bill of Entry of each port as evidence.	Submitted
6.	The bidder should not have been Suspended, Blacklisted or Holiday listing by any Govt. Organization and also not withdraw the tender during the validity of tender. An undertaking in this effect must be submitted by the Bidder than its business has not been Suspended, Blacklisted or holiday listing and also not withdraw the tender during the validity of tender.	Submitted
7.	The bidder should have successfully executed at least three (03) similar contracts per year for freight forwarding / consolidation and custom clearance work during the last three financial years 2019-20, 2020-21 and 2021-22 in any Government Department / PSU/ CSIR Labs/ Public funded Autonomous Bodies / ICADR/ IIT/ ICMR/ DRDO, Documentary evidences about satisfactory completion of the work Certificate by the client must also be enclosed along with their complete mailing address and telephone numbers.	Submitted
8.	Acceptance to Scope of Work as per Annexure A	Accepted
9.	Acceptance to IATA freight rates as per Annexure B	Accepted
10.	Check List duly filled in and signed.	Accepted
11.	List of existing Customers of repute along with copies of the award letters, details of contact person, telephone number, fax number, complete address etc.	Submitted
12.	The Bidder must have associates in the Gateway international Airports and a list of such associates detailing location, names, fax, e-mail, telephone numbers etc. must be enclosed with Technical Bid.	Submitted
13.	Bidder must provided the Bid Securing Declaration Form on their Letter Head duly stamped and signed as per attached format instead of EMD	Submitted
14.	Bidder must provided the Declaration by bidder for Code of Integrity and conflict of interest on their Letter Head duly filled, stamped and signed.	Submitted
15.	Warehousing facility in Delhi- The bidder must have an all risk insured warehouse (Minimum insurance value Rs. 50/- lakh) in New Delhi, where consignment cleared after the working hour can be stored safely for delivery on next working day. Proof of having such warehouse before the date of publishing the tender must be enclosed with technical bid and should also have Liability Insurance policy for the warehousing Insurance Policy attached with Technical Bid.	Submitted
16.	The bidder should have their own facility for Customs Clearance at New Delhi, Chennai and Mumbai both for Air and Sea Cargo and Foreign Post Office. The Bidder must be registered in Customs in all these places and the Registration Certificate should be valid on the date of opening of the Technical Bid. The services can not be subcontracted to any other agency.	Submitted
17	Vendor must provide the Undertaking on their Letter Head duly stamped and signed that CSIR-CEERI is not liable to pay any penalty as per Government of India Notification No. 26/2017-Customs (N.T.) dated 31 st March 2017 and any other Government of India instruction issued with reference to clearance of material.	Submitted

18.	Vendor must also provide the Undertaking on their Letter Head duly stamped and signed that CSIR-CEERI is not liable to pay any demurrage incurred on any shipment.	Submitted
19.	Agreed for submitting Performance Bank Guarantee of Rs. 5,00,000/- (Rs. Five lakh only) for a period of two years plus two months beyond the contract period.	Accepted.
20.	Agreed for payment of applicable concessional Customs duty, IGST, Freight, other accustoms clearance charges etc. in full for all consignments in advance on reimbursement/ payment from CSIR-CEERI, Pilani.	Accepted
21	Agreed for abiding all the terms and conditions of the CSIR-CEERI tender document.	Accepted
22	There will be no upward revision in the IATA Freight Rates mentioned in Annexure-B, downward revision if any shall be passed on immediately.	Accepted
23	Agreed that contract shall be terminated at any stage in case the contractor is found indulged in any illegal activity.	Accepted
24	Your firm will not hold any consignment of CSIR-CEERI due to any reason whatsoever whether contract is in force or not.	Accepted
25	Agreed and complied with all the Criteria mentioned at Sr. No. 1 to 24 above and non-compliance of any of the said criteria will result in disqualification of the offer.	Accepted

Certified that all the above Qualifying Criteria clauses (1 to 25) are accepted upon and complied with and requisite relevant supporting documents as mentioned therein are enclosed.

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

Section - V

Annexure-5F

Bid-Securing Declaration Form

(Refer para 5.1.2 (ix)(d) & 6.1.1 (o2) of the CSIR Manual)

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 an on behalf of : (insert complete name of Bidder)

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

Corporate Seal (where appropriate)

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

Format for declaration by the Bidder for Code of Integrity & conflict of interest
(Refer para 3.2.1 & 5.1.2 (ix)(m) of the CSIR Manual)

(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

PERFORMANCE SECURITY FORM

(Refer para 5.1.2 (ix)(i) & 6.1.2 (o2) 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. datedto supply (description of goods and services) (herein after called "the contract").

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, Name & Address of the 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.

Bidder Information Form*(Refer para 5.1.2 (ix)(a) of the CSIR Manual)*

- (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 _____