



**Notice Inviting Tender (NIT)**  
**(Two Bid Tenders)**

CSIR–NPL is an internationally reputed laboratory of CSIR situated in New Delhi. It imports various hi-tech scientific and research equipment and chemicals and reference material etc. from various countries and also re-exports material for calibration and inter-comparison, export of samples, repair and return and export of documents and project reports across the globe as and when required.

Description of the Services / Jobs Required	Import and export Services from Overseas to India and vice-versa. (Excluding Dangerous Goods, Perishable and LC shipments) Imports of hi-tech scientific and research equipment and chemicals and reference material. Re-exports for calibration and inter-comparison, export of samples and documents along with project reports. (Door to Door) including insurance
Tender Document	Tender Document can be downloaded free of cost from our website – <a href="http://www.nplindia.org">www.nplindia.org</a> and from CPPP portal under E-Tenders
Earnest Money Deposit (EMD)	Rs. 50,000.00 (Rupees Fifty Thousand Only)
Last date and time for submission of tender	21.03.2024 up to 03:00 PM
Date and time for opening of technical bid	22.03.2024 at 03:00 PM
Address for correspondence	Sr. Controller of Stores & Purchase CSIR-National Physical Laboratory, Dr. K. S. Krishnan Marg, New Delhi – 110012

1. Director, CSIR- NPL, New Delhi invites ONLINE BIDS from Custom House Agents (CHA).
2. Interested Bidders may obtain further information from the CPPP Portal (<https://etenders.gov.in/eprocure/app>).
3. The bids must be submitted online only as per dates/times mentioned on the CPPP Portal.
4. Bids will be opened online on the specified date and time. There is no need to visit purchaser’s premises to attend bid opening. If the bids cannot be opened on due date/ time due to any technical or administrative issues (network/ connectivity issues, holidays, office closure etc.) these will be opened as soon as the issue is resolved or next working day as the case maybe. Bids submitted online on CPPP portal are safe, secure, and confidential and can be seen only after opening following the due process.

**5. IMPORTANTNOTE: For MSME/Start-up India/Make in India Scheme Bidders**

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

6. The Director, CSIR-NPL, New Delhi 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.

Note: 1. If you come across any trade names, make, proprietary or trademark term (any manufacturer/vendor specific) or other similar requirements in our technical specifications, you may quote for equivalent (will need to elaborate) specifications/terms. If you find that specifications are locked in favour of any one particular firm or if you come across any restrictive clauses etc. please inform immediately ONLY THROUGH CPPP PORTAL within the stipulated query time. We will not entertain or answer telephonic / email queries or representations sent after the bid submission deadlines.  
 2. All bidders are requested to follow each and every instruction as given in bidding documents under clause no. 1.4 to 1.4.2 mandatorily failing which the bid will be treated as non responsive and disqualified without assigning’ any reason.

## INSTRUCTION TO BIDDERS (ITB)

### A. INTRODUCTION

#### **1 Eligible Bidders**

1.1 This Invitation for Bids is open to all eligible logistics firms having valid IATA license in their own name with Freight Forwarding and in house customs clearance on door-to-door basis across the globe.

1.2 In this bid document the terms 'CSP' or 'Bidder' have been used interchangeably.

#### **2 Cost of Bidding**

2.1 The Bidder shall bear all costs associated with the preparation and submission of bids, and "the Purchaser", will in no case be responsible or liable for these costs, regard less of the conductor outcome of the bidding process.

#### **3 Code of Integrity**

3.1 The bidders/supplier should sign a declaration about a bidding 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 be removed from the list of registered suppliers, but it would be liable for other punitive actions such a scan collation of contracts, banning and blacklisting or action in Competition Commission of India, and soon.

#### **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 in directly, at any stage during the procurement processor 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 other wise 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 processor to establish bid price sat 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 a repart of more tha none 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 in directly 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 right so auditor access to information;

#### **3.3 Obligations for Proactive disclosures**

- i) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo moto proactively declare any conflicts of interest (coming under the definition mentioned above—pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and

- ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract.

### 3.4 Punitive Provisions

Without prejudice to and in addition to the rights of the Purchaser too the 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) For feature 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) For feature or encashment of any other security or bond relating to the procurement;
  - c) Recovery of payments including advance payments, if any, made by the purchaser along with interest there on the prevailing ate.
    - iii) Provisions in addition to above:
      - a) Removal from the list of registered supplier sand banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
      - b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
      - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

## **B. THE BID DING DOCUMENTS**

### **4 Cost of Bid Document**

4.1 The complete bid document can be downloaded **FREE OF COST** from our website <http://www.nplindia.org> and from CPP portal under e-procurement tender.

### **5 Amendment To Bid Document**

5.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder modify the Bid Document by amendment. Such amendments shall for an integral part of bid documents and it shall amount to an amendment of relevant clauses of the Bid Document.

5.2 The prospective bidders are **required** to keep a watch on the NPL website for any amendment to the tender document or to clarification to the queries raised by the bidders till 05 (Five) days prior to the submission of the tender. The Purchaser reserves the right to reject the bids if the bids are submitted without taking into account these amendments/clarifications. Further bidder will be fully responsible for downloading of the tender document and amendments there to if any for their completeness.

## **C. PREPARATION OF BIDS**

### **6 Language of Bid**

6.1 The Bid prepared by the Bidder and all correspondence and documents shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language but it is to be accompanied by an English translation of its pertinent passage(s) duly signed and verified as true English translation. The responsibility for the correctness of the translation will be

solely and completely on the bidder and NPL shall not be responsible for any loss/likely loss due to error in translation what so ever. In such cases, for the purpose of interpretation of the bid, the English translation shall only govern.

- 6.2 Bidder may find some of the points mentioned under ***ITB, Terms & Conditions, and Service & Qualification Requirements*** part of this bid document repetitive in nature. All points must be replied consistently in the submitted bid.

## **7 Documents Comprising the Bid**

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

- 7.1 The **Techno-Commercial Unpriced Bid** prepared by the Bidder shall include the following without indicating the price in the Bid Form.
- (i) Bid Security/EMD As Specified In the Invitation to Bids(ITB)
  - (ii) Self-Attested Copy of Details of the Offices with full details (Format given in **Annexure A** to this document)
  - (iii) Compliance Form (Format given in **Annexure B** to this document)
  - (iv) Performance Statement Form (Details of 03 different existing clients-Format given in **Annexure C** to this document)
  - (v) Format for declaration by the Bidder for Code of Integrity & conflict of interest (On the Letter Head of the Bidder)
  - (vi) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted as per qualification requirements/ criteria. Attach all such relevant documents (licenses, experience and membership certificates, insurance documents etc. Certificates/licenses/insurance/professional membership/location documents should have been issued on dates prior to the date of publishing of this tender.
  - (vi) Bidder's commercial terms
- 7.2 The **Price Bid** shall comprise the Techno Commercial Bid and include
- (i) **Annexure D** 'FORMAT OF RATES'. ***Price Bid submitted in any other format will be summarily rejected.***

## **8 Bid Prices**

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

## **9 Bid Security/EMD**

- 9.1 The Bidder shall furnish, as part of its bid, a bid security for an amount as specified in the Invitation for Bids/NIT. The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- 9.2 The bid security shall be in Indian Rupees and shall be in one of the following forms:
- (i) A bank guarantee issued by any Scheduled bank, in the form provided in the Bid Document and valid for 45 days beyond the validity of the bid; or
  - (ii) A Banker's cheque/demand draft or TDR in favour of the purchaser.
- 9.3 Any bid not secured in accordance with Clauses 9.1 and 9.2 above will be **rejected** by the Purchaser as **non-responsive**.
- 9.4 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible but not later than 15 days after the expiration of the period of bid validity or placement of order whichever is later.
- 9.5 The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security.
- 9.6 The bid security may be forfeited:
- (i) If a Bidder with draws its bid during the period of bid validity specified by the Bidder on the Bid Form; or

(ii) In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 21 days the order and/or fails to furnish Performance Security in the prescribed format.

#### **10. Period of Validity of Bids**

**10.1** Bids must remain valid for at least **90 days** after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive and rejected summarily.

#### **11. Format and Signing of Bid**

**11.1** 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 initialed by the person or persons signing the bid.

**11.2** Any interlineations, erasures or over writing shall be valid only if the persons or persons signing the bid initial them.

### **D. SUBMISSION OF BIDS**

#### **12. Sealing and Marking of Bids**

**12.1** Bids shall be submitted online only at CPPP portal: <https://etenders.gov.in/eprocure/app> either in Single Bid or Two Bid format as per the instructions hosted on the portal itself.

**12.2** Telex, Cable, Fax or e-mail bids will be rejected.

#### **13. Deadline for Submission of Bids**

**13.1** The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with Clause 4, 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.

#### **14. Late Bids**

**14.1** Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected.

#### **15. Modification and Withdrawal of Bids**

**15.1** The Bidder may modify or with draw its bid after the bid's submission; provided that written notice of the modification or with drawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

**15.2** The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 12.A withdrawal notice may also be sent by telex or cable or fax or e mail but followed by assigned confirmation copy, post marked not later than the dead line for submission of bids.

**15.3** No bid may be modified subsequent to the deadline for submission of bids.

**15.4** No bid may be withdrawn 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. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to Clause 8.6.

### **E. OPENING AND EVALUATION OF BIDS**

**Things That Will Result in SUMMARY REJECTION of the Bid at Any Stage of the Bidding Process**  
(Initial Evaluation after Opening/Technical Evaluation/Price Bid Evaluation stage)

Bidding is a serious process. We expect our read through the bid document carefully. All the bids received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in this Bid Document. The bids which do not meet the basic requirements will be treated as **non-responsive and ignored WITHOUT giving any opportunity for clarifications or rectification of errors etc.** The

following are some of the points for which a tender will be declared a non-responsive and ignored during the initial scrutiny.

- a. The bid is un-signed or has not been submitted in the desired form as per this document.
- b. The requisite EMD is not furnished or the bid validity is shorter than the required period.
- c. The Bidder has not agreed to give the required performance security.
- d. The bidder has not quoted for the entire requirement as indicated in the bid document.
- e. The bidder has not agreed to some essential conditions in corporate in the bid document.
- f. If there is inconsistency between the Techno-Commercial Bid and Price Bid information/details.
- g. If the bid is not submitted as per 'Format of Rates' or the format is changed in any way
- h. If the bidder has suppressed any material information/fact having relevance to the submitted bid or bidder performance.
- i. Not meeting any of essential qualification/eligibility requirements.

**OTHER POINTS OF SUMMARY REJECTION ARE ALSO MENTIONED IN THIS CHAPTER AND UNDERELIGIBILITY CONDITIONS**

### **16 Clarification of Bids**

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

### **17 Preliminary Examination**

**17.1** The Purchaser will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from suppliers, without proper documents shall be treated as non-responsive and rejected summarily.

**17.2** Arithmetical errors in the priced bids will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between the price quoted in words and figures, whichever is the higher of the two shall be taken as the bid price for comparison.

**17.3** The Purchaser may waive any minor informality/deviation in specifications, non-conformity, or irregularity in a bid, which does not constitute material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any Bidder.

**17.4** Prior to the detailed evaluation, the Purchaser will determine the *substantial responsiveness* of each bid to the Bid Document. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Bid Security/Performance Security, Certifications, Performance Requirements, Applicable Law and Taxes & Duties will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

**17.5** If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

**17.6** After downloading, the language of standard clauses etc. mentioned in this 'Bid Document' should not be tempered with/changed/modified in any manner whatsoever. If any such modification etc. comes to our knowledge at any stage, the bid shall be rejected immediately and EMD shall also be forfeited.

### **18 Contacting the Purchaser**

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

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

### **19 Award Criteria**

**19.1** The Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that



the Bidder is determined to be qualified to perform the contract satisfactorily.

## **20 Purchaser's Right To Accept Any Bid And To Reject Any Or All Bids**

**20.1** The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

## **21 Notification of Award**

**21.1** 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 by way of a Purchase Order.

**21.2** Upon the successful Bidder's furnishing of performance security, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

## **22 Performance Security**

**22.1** Within 21 days of the receipt of notification of award/purchase order from the Purchaser, the successful Bidder shall furnish the performance security of Rs. 5 lakh (Rupees Five Lakh) in the Performance Security Form provided in the Bid Document.

**22.2** Failure of the successful bidder to accept the order shall constitute sufficient grounds for the annulment of the award and for forfeiture of the bid security and call for new bids.

## **SCOPE, QUALIFICATION REQUIREMENTS AND TERMS & CONDITIONS**

### **A. Scope of Contract**

The scope of work includes everything related to clearance of Import/Export/Re-export of various types of consignments of NPL coming by courier/cargo modes of transport from throughout the world. Bidder should be capable of freight forwarding and clearance from both origin and destination country. Insurance will be arranged by the firm and Insurance charges will be reimbursed at actual by NPL. All consignments to be handled by the bidder for safe delivery of the consignments up to CSIR-NPL, New Delhi or any other named place after its clearance from customs authorities. ***Broadly the jobs involved are as under:***

1. To act as single point service solution for Express and Urgent pickup, custom clearance, in land transport, freight & insurance coverage, loading and unloading, engagement of laborer's, forklift/crane wherever necessary etc. ( Ex-works shipments via Air only excluding any LC DG or Perishable shipment)
2. Clearance of our all types of consignments from customs authorities including all the stages of custom clearance and door delivery without any additional cost which are picked from Overseas countries.
3. Arranging for insurance survey at the airport/IAAI in case of the damages found to the consignment.
4. Immediate safe delivery of the consignment at CSIR-NPL New Delhi or any other named place after its clearance from customs authorities.
5. Clearance of consignments under temporary imports as well using Bank Guarantee if customs duty is not paid.
6. The successful bidder will have day to day tracking available on their website and all shipments must be picked within 72 hours once AWB is prepared and shipment is packed with marking labeling for shipping.
7. The bidder must prioritize all shipments on priority basis and do not hold shipments for Consolidation that means once shipment is ready it must be transported without any delay. Shipments Originating from Asia Pacific/Europe must reach New Delhi Airport within 05 working days and Shipments Originating from USA/ Latin America/ Russia must reach within 07 working days from date of pickup. (All Ex-works pickup)
8. Copies of import purchase orders will be provided to the bidder, and he has to do complete monitoring and supervision over the movement of consignment from the date of our Purchase order and regular feedback to NPL on the progress of the consignment/order.
9. To provide timely information (pre-alert) regarding dispatch and other relevant information to the CSIR-NPL.
10. Re-Export/Re-Import of defective/damaged items to the various countries of import for repair or replacement purpose (including items for calibration and other scientific work) by air bidder will have to complete all the related formalities related to these and all documents shall be provided by NPL including Duty exemption certificate, GR Waiver or any other document required for shipping.

11. Import/Export of consignment imported temporarily for inter comparison of standards, research, and other purpose.
12. The Successful bidder must provide Electronic Tools to generate AWB. no. or shipping invoice. NPL will handover shipments to successful bidder in ready to ship condition including marking and labeling. A proper training to be imparted to all the users of NPL in order to prepare AWB number.
13. It shall be obligatory on the bidder to ensure that each document/parcel is picked only with proper documents like AWB number invoice copy or any other document as per regulatory requirement. The pickup staff of bidder must provide an acknowledgement to NPL for the document/parcel picked in the form of signed AWB or any other related document. The bidder must ensure that all shipments are processed in their office and uplifted on the same day for available flight connection. The service provider will not hold any document or parcel of NPL in their office. The bidder must ensure that they do all kind of inspections prior to picking from NPL. One time KYC of NPL shall be provided to successful bidder at the time of signing contract.

## **B. Eligibility Requirements**

- (a) The Registered Office or one of the Branch Offices of the Bidder company should be located either in Delhi/New Delhi or in Delhi NCR.
- (b) The Bidder should be registered/ incorporated under the Indian Companies Act, 1956.
- (c) The Bidder should have at least three years experience in providing courier service for exports and imports to IITs, CSIR, or public sector Company/banks and Government Departments etc. Bidder should furnish 'User Satisfaction Certificates' from **at least three (03) Ministries/Departments under Government of India** serviced during the **last 02 years in the area pertaining to this proposal.**
- (d) Bidder should have its own Bank Account.
- (e) Bidder shall be required to submit copies of Income Tax Returns of the **last three (03) years.**
- (f) The Bidder must have a turnover of Rs. 50 crore per year during the last three financial years. Bidders should submit Turnover Certificates for the **last three years ending as on 31.3.2023**, duly ratified by a practicing Chartered Accountant.
- (g) The Bidders should have completed at least one service contract of value not less than Rs. 50 Lakhs per annum or completed at least two service contracts of value not less than Rs. 25 lakh each per annum related to providing courier service in a single contract.
- (h) Bidder should be registered with Income Tax and Service Tax Departments. PAN/TAN numbers allotted to the Bidder by Income Tax Department and GST number allotted by Service Tax Department to the Bidder should be clearly mentioned in the tender and self-attested copies should also be enclosed.
- (i) The Bidder will submit an affidavit/certificate to the effect that the information submitted by him is correct. In the event of the information submitted by Bidder being found to be false or fabricated in any manner whatsoever, the Bidder may be suspended and/or debarred from bidding for all future projects/proposals of this Laboratory.
- (j) The Bidder is to confirm in writing the acceptance of all the terms and conditions for collecting, packaging and airfreight consignments (on Desk-to-Desk basis) in consideration of declaration as per **Annexure-III.** (k) The Bidder shall submit affidavit stating that the Company is not/has not been de-registered/blacklisted previously by any Central/State government organization or any Public Sector Undertaking.
- (k) Non-compliance with any of the above conditions by the Bidder company will amount to non-eligibility for the services for which tender has been floated and bid will be ignored summarily.



- (l) The Bidder should submit a signed declaration about not indulging in any corrupt, fraudulent, coercive, undesirable, restrict practice and that no investigation by a regulatory authority is pending against it, as per **Annexure-IV**.
- (m) The Bidder should provide an affidavit concerning 'Non-disclosure' of any kind of information supplied by the NPL to prevent any unauthorized access/ sharing, as per **Annexure-V**.
- (n) Payment of air freight charges: Successful bidder will have to pay the FULL AMOUNT of air freight charges per consignment on behalf of CSIR-NPL and get it reimbursed later on from us after clearance and safe delivery of the consignment.
- (o) Payment of custom duty: Successful bidder will have to pay duty & taxes up to Rs. 5.0 lakh on behalf of CSIR-NPL, New Delhi and get it reimbursed after clearance and delivery of the consignment. Custom Duty reimbursement bill will be given priority if separate bill is submitted. Customs Duty and IGST etc. being statutory duties will be paid through Icegate portal or as Advance to CHA in case the Icegate portal is not functional.
- (p) Bill payment: The successful bidder will submit its bills to CSIR-NPL only as per the rates, terms and conditions agreed under the contract. No charges other than the agreed under the contract will be payable. Separate receipts shall not be required in support of agreed charges. A checklist and documents in support of various charges indicated in the bill as per contract should accompany each bill. Any bill not accompanied by such documents will not be received/ processed by the CSIR-NPL. CSIR-NPL shall make every effort to examine and arrange payment of bills immediately after the receipt of bills or maximum within 30 days. If over payment(s) of any type of charges has been made by CSIR-NPL due to oversight/excess claim by the contractor then the successful contractor will be liable to refund the same immediately to CSIR-NPL.

**2. Submission of online bids:**

- (a) The bid shall be submitted only online over the Central Public Procurement (CPP) Portal Website: <http://eprocure.gov.in/eprocure/app>. **Manual bids will not be accepted under any circumstances.**
- (b) The online bids (complete in all respect) must be uploaded online on the CPP Portal in two separate parts, viz.:

- (l) **Submission of Technical Bid:** to be uploaded in the format, as given in **Annexure-I**, together with documents to provide eligibility criteria, along with EMD/Bid Security Declaration.

A	Name of Work	Imports, Exports, and re-exports
B	Material to be shipped	Imports of hi-tech scientific and research equipment and chemicals and reference material. Re-exports for calibration and inter-comparison, repairs, export of samples and documents along with project reports. (Door to Door)

- (i) Technical Bids of only those Bidders shall be opened whose tender fee and EMD/Bid Security Declaration is found to be in order and have not withdrawn their Bids.
- (ii) However, the NPL reserves the right to call for additional information from the Bidders to fully establish their eligibility. Such information should be submitted within the time frame as set by the NPL otherwise the Bid may not be considered for further evaluation.

- (iii) Technical Bids will be evaluated to examine the eligibility of the Bidders as per the tender specifications. Bids not satisfying the eligibility criteria will be rejected.
- (iv) The bidder who does not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be rejected.

### **Technical Specifications:**

#### **(II) Submission of Financial Bid:** to be uploaded in the format, as given in **Annexure-II**.

- (i) The Bidder must submit their financial bid in the prescribed format (BOQ.XXXX File) - specified at **Annexure-II** of this tender document and no other format is acceptable. Bidders are required to download the BOQ File, open it and complete the unprotected cells with the irrespective financial quotes [the rate per 500 gm for each Station, the GST percentage charged and the GST amount charged] and other details (such as name of the Bidder). No other cells should be changed. Once the details have been completed, the Bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the Bidder, the bid will be rejected.
- (ii) The rates in Indian Rupees should be quoted as per locations given in the **Annexure-II – Financial Bid**, inclusive of all surcharges but exclusive of GST as applicable from time to time.
- (iii) The rates are to be quoted for desk-to-desk transportation of the consignment in Annexure II and Annexure III.
- (iv) Arithmetical error will be rectified on the following basis – If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the bidder does not accept the correction of the errors, its bid will be rejected and the EMD forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

#### **(III) Additional Instructions:**

- (a) Both Technical and Financial bid are to be submitted concurrently, duly digitally signed on the CPP Portal.
- (b) The Bidders shall have a valid digital signature certificate for participation in the online tender. The cost of digital signatures, if any, will be borne by the respective Bidder.
- (c) The technical bid containing the eligibility criteria and EMD/Bid Security declaration only will be opened in the first instance in the presence of bidders' representatives. The financial bids of only those bidders, whose eligibility criteria and EMD/Bid security declaration are in order, will be opened on a specified date. Only one representative of each of the bidders would be permitted to be present at the time of the opening of the tender.
- (d) The bidder shall bear all costs associated with the preparation and submission of its bid. NPL will in no case be responsible or liable for those costs, regardless of the outcome of the tendering process.
- (e) At any time prior to the last date for receipt of bids, NPL, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Document by an amendment. The amendment will be notified in writing by Fax or by E-mail to all prospective bidders who have received the Tender Document and such amendment will be binding on them. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, NPL may, at its discretion, extend the last date for the receipt of Bids. No bid may be modified subsequent

to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the tender.

- (f) NPL will not be responsible for any delay in submission of the tender document.
- (g) The offers submitted through telegram/fax/e-mail or any manner other than online on CPP portal will not be considered for bidding process and shall be summarily rejected. No further correspondence will be entertained on this matter.
- (h) When deemed necessary, NPL may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted. This would also not that their quotation has been accepted.
- (i) The duly constituted Committee may, at its own discretion, decide to inspect the Bidder's office premises to evaluate and ascertain the details as furnished by the bidder in the basic bid and bidder's competence to perform the offered services. All expenses incurred on such inspection will be borne by NPL.
- (j) NPL may waive any minor infirmity or non-conformity in a bid, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- (k) Alterations, if any, in the tender should be attested properly by the bidding bidder, failing which the tender is liable to be rejected.
- (l) The Financial bid will be opened at CSIR - National Physical Laboratory, Dr. K. S. Krishnan Marg, New Delhi – 110012 and should be valid for a period of 90 days.
- (m) Conditions mentioned in the tender of bidders will not be binding on NPL. If, however, any specific condition is to be accepted by the NPL it should be specifically mentioned clearly including the reasons for the same in the bid. All the terms and conditions for the dispatch services, payment terms, penalty etc. will be those as mentioned herein and no change in the terms and conditions will be acceptable. Any deviation while submission of tender will lead to rejection of the quotation. Alterations, if any, in the tender should be attested properly by the authorized signatory of the tendering firm, failing which the tender is liable to be rejected.

#### **(IV) Pre-Bid Meeting:**

A pre-bid meeting will be held (**refer table 'Important Dates'**) to provide clarification(s) on the expected requirements and the Tender formalities pertaining to the dispatch of travel documents to Missions/Posts abroad.

The pre-bid will be held at the Conference Room, CSIR - National Physical Laboratory, Dr. K. S. Krishnan Marg, New Delhi – 110012 bid meeting, the prospective bidder may choose to reach-out to the Sr. COSP NPL at the email: [sr.cosp@nplindia.org](mailto:sr.cosp@nplindia.org), up to the scheduled time & date for seeking clarifications.

#### **6. Evaluation of Bids:**

**Technical Bid** containing the Eligibility Criteria only will be opened in the first instance in the presence of Bidder's representative. In case, the Technical Bid is not accompanied by listed documents, the bid will be summarily rejected and the financial bid shall not be opened.

**Financial Bid** of only those bidders, whose documents as above are found in order, as well as, scoring more than 70% and above marks in questionnaire under the Heading: Technical Evaluation (Annexure-I) who qualify the Technical bid, will be opened on a specified date. Only one representative on behalf of each Bidder would be allowed to attend the opening.

Bidders should submit financial bids as per **Annexure-II** and must quote rates for all the zones.

Lowest bidder (L1) will be the bidder which has quoted the lowest rate in Table 1 and Table 2 Annexure-II after applying the formula mentioned.

There will be no negotiations regarding the financial / commercial bids.

NPL shall, however, not bind itself to accept the lowest and/or any bid and reserves the right to accept and/or reject any bid, wholly or in part, without assigning any reason.

### **7. Earnest Money Deposit (EMD) / Bid Security Declaration.**

On account of slowdown in economy due to pandemic, Bidders, in lieu of EMD, shall furnish an EMD/Bid Security Declaration in a format given below:-

#### **Bid-Securing Declaration Form**

***(TO BE FILLED & SUBMITTED IN LIEU OF THE BID SECURITY/EMD ONLY IF GIVEN AS OPTION IN NIT)***

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)

### **8. Performance Security:**

Performance Security shall be submitted by the successful Bidder in the form of an account payee Demand Draft from a Nationalized bank/ Commercial Bank or Bank Guarantee from any of the Commercial Bank in favour of "**Director, CSIR-NPL, New Delhi**" payable at New Delhi, along with the final agreement and it shall remain valid up to 60 days after the completion of the tenure of contractual obligations.

**The value of the Performance Security for the Bidder for an amount equivalent to three percent (3%) of the total value of the contract to ensure due performance of the contract.**

This Performance Guarantee shall be encashed by the NPL in case the contractor fails to adhere to the terms and conditions of the Agreement signed with NPL.

No Interest shall be paid on the Performance Guarantee.

#### **9. General Terms & Conditions:**

- (a) The cost indicated in the Financial Bid corresponding to each Country shall be treated as final and reflecting all inclusive.
- (b) The tender is non-transferable. The incomplete and conditional tenders will be summarily rejected.
- (c) No Bidder will be allowed to withdraw after e-submission of bids/opening of the tender as per Bid Security/EMD Declaration submitted by the firm, otherwise, the firm will be suspended to take part in tendering process of Govt. of India for the period of two years from the date of occurrence of the above mentioned default.
- (d) During the contract period, no request for increase in quoted rates shall be accepted under any circumstances.
- (e) If the firm after award of the contract violates any of the terms and conditions, it shall be blacklisted and its Performance Guarantee shall be forfeited.
- (f) In the scenario of exigent deliveries to Station(s), the Bidder will adhere to the timelines for delivery as directed by the Ministry.
- (g) NPL also reserves the right to call for additional information from the Bidders.

#### **10. Force Majeure:**

Force Majeure clause shall mean and be limited to the following in the execution of the contract/purchase orders placed by NPL:

- (a) War / armed hostilities.
- (b) Riots or Civil commotion.
- (c) Earthquake, flood, tempest, lightning or other natural disaster.
- (d) Restriction imposed by the Government or other statutory bodies, which is beyond the control of the bidders, which prevents or delays the execution of the order by the supplier.

The bidder shall advise NPL in writing, duly certified by the local Chamber of Commerce, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of events as listed in the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, NPL reserves the right to cancel the order without any obligation to compensate the bidder in any manner for whatsoever reason.

## **11. Contact details:**

Queries pertaining to the Tendering may kindly be addressed to: CSIR-National Physical Laboratory, Dr. K. S. Krishnan Marg, New Delhi – 110012, Tel: 011-45608645.

## **12. Submission of proposal:**

(i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

(ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

(iii) Bidder should prepare the EMD/Bid Security Declaration as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. Otherwise the uploaded bid will be rejected.

(iv) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

(v) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

(vi) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

(vii) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

(viii) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

(ix) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232.

## **13. Instructions to bidders regarding uploading of tender on CPP Portal:**



The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

#### **a) Registration**

(i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.

(ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

(iii) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

(iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g.Sify / TCS / nCode / eMudhra etc.), with their profile.

(v) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.

(vi) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### **b) Searching for Tender Documents**

(i) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

(ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.

(iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### **c) Preparation of Bids**

(i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

(ii) Bidders are requested to go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

(iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

(iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **15. Settlement of Disputes and Arbitration:**

NPL and the successful bidder shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the purchase order or the terms of the contract awarded. If any dispute shall arise between parties on aspects not covered by contract, or the construction or operation thereof, or the rights, duties or liabilities except as to any matters the decision of which is specially provided for by the general or the special conditions, which cannot be settled amicably, such disputes shall be referred to a sole arbitrator, to be appointed by the parties in consultation with each other and the award of the sole arbitrator shall be final and binding on the parties. The sole arbitrator, with the consent of parties, may modify the time frame for making and publishing the award. Such arbitration shall be governed in all respects by the provision of the Arbitration and Conciliation Act, 1996 or later and the rules there under and any statutory modification or re-enactment, thereof. The costs of arbitration shall be borne by the parties equally unless otherwise ordered by the arbitrator. The arbitration proceedings shall be held in New Delhi, India.

#### **16. Disqualification of bids:**

Even though the Bidders meet the above criteria, they are subject to be disqualified if any Bidder has:

- (a) A criminal history or has been convicted by any court of law for any of the offences under any Indian laws.
- (b) If any criminal proceeding(s) is/are pending in any court of law in India against any of the Bidder and if any such proceeding culminates into conviction.
- (c) Made misleading or false representation in the forms, statements and attachments submitted.
- (d) The Bidder who does not submit hard copy of EMD will be disqualified from the tendering process.
- (e) The Bidder quotes unrealistic prices at which they may not provide services later.

In the event of disqualification, the Bidder will be de-barred from participating in future Tenders in all the Ministries/ Departments attached to Government of India. Moreover, the EMD/Performance Security deposited by the Bidder with the Ministry will be forfeited.

**17. Validity of the Contract:**

The validity of the contract shall be two years from the date of its signing.NPL may decide to extend the contract for a further period of one year on the same rates and terms & conditions, provided the requirement of NPL .The validity of the contract may be curtailed / terminated before the expiry of the contract period owing to deficiency in service or substandard quality of service by the service providers. NPL however, reserves the right to terminate this initial contract at any time after giving one month's notice to the selected service providing Company.

In case of an extension of the Contract beyond the period of two years, the consent of the successful Bidders will be sought on the same rate and terms & conditions, as quoted for this proposal, for the extended period as well. Moreover, the Performance Bank Guarantee will be renewed for its validity, for the renewed period of the Contract.

**18. Penalty:**

Delays are unacceptable and will invite penalties. For Export if the consignment is delayed beyond 10 working days and for imports all shipments has to reach New Delhi Airport within 07 working days. A penalty of 1% per week or maximum 10% of total freight will be deducted from the bills of that consignment only. Delays in customs clearance will not be considered for penalty.

In case of loss, damage, pilferage etc. of consignments booked under Courier in transport (Cargo) services for non-commercial documents, Courier / Transport (Cargo), vendor will be liable for payment as mentioned below.

Liability in respect of any one Shipment transported by air (including ancillary road transport or stops en route) is limited by the Montreal Convention or the Warsaw Convention as applicable, or in the absence of such Convention, to the lower of (i) the current market or declared value, or (ii) 22 Special Drawing Rights per kilogram(approximately\$US30.00 per kilogram). Such limits shall also apply to all other forms of transportation, except where Shipments are carried only by road, when the limits below apply.

For cross border Shipments transported by road, liability is or shall be deemed to be limited by the Convention for the International Carriage of Goods by Road (CMR) to the lower of (i) current market value or declared value, or (ii) 8.33 Special Drawing Rights per kilogram (approximately \$US 11.00 per kilogram). Such limits will also apply to national road transportation in the absence of any mandatory or lower liability limits in the applicable national transport law.

**19. Termination for Insolvency:**

NPL may at any time terminate the work order/agreement by giving written notice of one month to the selected Bidder, without any compensation to the selected Bidder, if the selected Bidder becomes

bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NPL.

**20. Termination for default:**

a) Default on the part of bidder is said to have occurred:

- (i) if the bidder fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by NPL.
- (ii) if the bidder fails to perform any other obligation(s) under the contract / Agreement.

b) If the bidder, in either of the above circumstances, does not take:

- (i) Remedial steps within a period of 15 days after receipt of the default notice from NPL (or takes longer period in spite of what NPL may authorize in writing), NPL may terminate the contract / work order in whole or in part. In addition to above, NPL may at its discretion also take the following action:
- (ii) NPL may complete the tasks, upon such terms and in such manner, as it deems appropriate, and the defaulting vendor shall be liable to compensate NPL for any extra expenditure involved in this regard to complete the scope of work in totality.

**21. Applicable law:**

The contract and work order shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings.

**22. Corrupt or Fraudulent Practices:**

- (a) It is expected that the Bidders who wish to bid for this tender have highest standards of ethics.
- (b) CSIR-NPL shall reject bid if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.
- (c) CSIR-NPL may declare a Bidder ineligible, either indefinitely or for a stated duration, if it at any time determines that the Bidder has engaged in corrupt and fraudulent practices during the execution of contract.

**23. Opening of e-Tender**

Technical Proposals shall be opened as per Schedule mentioned in the table:

**'Important dates'** at the office of the CSIR-NPL, in the presence of Bidders or their authorized representatives who choose to attend the opening of Bids. Authorized representative with authority letter on the letter-head of tendering company/firm/agency etc. duly signed by the tenderer will only be allowed to attend the meeting of the Tender Committee to be held at the location **NPL, Conference Room, New Delhi** for opening the Technical Bids.

**Yours Sincerely**

**Sd/-**

**(Sr. Controller of Stores & Purchase)**

**ANNEXURE – I TECHNICAL BID (Cover 1)**

<b>No.</b>	<b><u>Document</u></b>	<b><u>Format</u></b>
1	Name of the Bidder/Company/ Firm/Agency with Year of Establishment along with Name of Proprietor/Director of Company, Detailed office address with Telephone and Email ID and Certificate of Incorporation Details. (Please Attach certificates of registration with a brief profile of the company)	.pdf
2	EMD / Bid Security Declaration	.pdf
3	Banker of the bidder with Full address of operating/ Branch Office with Telephone no., FAX and E-Mail. (Please attach certified copy of statement of A/C for the last three years)	.pdf
4	‘User Satisfaction Certificates’ from services during the last 03 years as proofs of experience of working with 03 Ministries/ Department/security sensitive organizations under Government of India in the field of collecting, packaging and airfreight of consignments, as per the scope of this proposal	.pdf
5	GST Registration No. with Certificate issued by Service Tax Department (Please attach attested copy).	.pdf
6	Income Tax Returns for last 03 years (minimum annual turnover Rs.30 Lakh) and PAN/TAN/GST registration certificates (Please attach attested copies)	.pdf
7	Documents showing completing at least one service of value not less than Rs. 1 crore per annum <u>or</u> at least two services of value not less than Rs. 50 lakh each per annum related to providing courier service in a single contract.	.pdf
8	Document showing the Company having turnover of Rs.5 crore per year during the last three financial years.	.pdf
9	Give details of the major similar contracts/assignments in providing courier service by the bidder on behalf of Private Sector Company/PSUs/Banks and Government Departments during the last three years ending 31.3.2021. (Please Attach attested copy of work orders).	.pdf
10	List of other clients.	.pdf
11	Affidavit stating that the Bidder has not been blacklisted by any Departments/ Ministries/ Organizations of the Govt. of India/ State Govt./ PSU in the last three years nor should have any litigation pending with any of Government Departments. (Attach copy)	.pdf
12	Affidavit/ Certificate to the effect that the information provided by the Bidder is correct and the decision of competent authority of the NPL will be abided by.	.pdf
13	Written acceptance of all the Terms & Conditions for collecting, packaging and airfreight consignments (Desk-to-Desk) consideration of the application for declaration as shown in <b>Annexure-III</b> .	.pdf
14	Declaration about fraud and corrupt practices <b>Annexure-IV</b> .	.pdf
15	Affidavit regarding a Non-Disclosure of information to protect the information shared by the NPL from unauthorized access/ sharing, as per <b>Annexure-V</b> .	.pdf

	<b>TECHNICAL EVALUATION</b>  <b>Total Weightage = 100 Marks</b>  <b>* Relative grading will performed for each item below</b>	<b>Format of submission</b>
(a)	Annual Turnover of the Bidder for the last 03 years ending 31.3.2021.  <b>Max. Weightage = 20 Marks</b>  Less than Rs. 10 crore - 5 Marks Rs. 10 crore to Rs. 25 crore - 10 Marks Rs. 25 crore to Rs. 50 crore - 15 Marks More than Rs. 50 crore - 20 Marks	.pdf to be uploaded online
(b)  <b>R&amp;D Only</b>	Previous experience of the Bidder in service to Ministries/ Department/security sensitive organizations under Government of India in the field of collecting, packaging and airfreight of consignments, during the last 03 years, as per the scope of this proposal.  <b>Total Weightage = 40 Marks</b>  Less than Rs. 2 crore - 10 Marks Rs. 2 crore to Rs. 3 crore - 20 Marks Rs. 3 crore to Rs. 4 crore - 25 Marks Rs. 4 crore to Rs. 5 crore - 30 Marks More than Rs. 5 crore - 40 Marks	.pdf to be uploaded online
(d)	Bidder must have own IATA License.  <b>Total Weightage = 20 Marks</b>	.pdf to be uploaded online
(e)	Bidder must have own CHA License or Group company CHA License. (Inhouse clearing facility)  <b>Total Weightage = 20 Marks</b>	.pdf to be uploaded online



**FINANCIAL BID**

(Financial Bid Format to be submitted in BOQ.xls format online)

Desk-to-Desk Courier Services for Documents, Project reports and Parcels or any other material of NPL excluding any kind of Dangerous Goods or Batteries by Air from NPL to Overseas countries/ abroad on daily basis as per requirement of NPL and imports to New Delhi, India

Dangerous Goods is classified as hazardous material, dangerous goods, prohibited or restricted articles under ADR (European Road Transport Regulation on dangerous goods) or by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization), or other relevant organization (“Dangerous Goods”),

Table 1 Export	Weight of Shipment	Singapore/ Malaysia/ Thailand/ Hongkong/ Bhutan/Nepal Sri Lanka/ UAE	Taiwan, /Korea/ Japan/ Indonesia/ Philippines/	Germany/France/ Switzerland/Italy /Sweden/Austria/ Belgium/Denmark/ Latvia/UK/ Holland/Spain/ Poland/Hungry/ Israel/Norway/	USA /Canada	Russia /Mauritius /Brazil
A	0.5 Kgs					
B	Additional 0.5 Kgs					
C	20 Kgs +					
Total		Z1	Z2	Z3	Z4	Z5
Weightage		0.10	0.10	0.30	0.40	0.10

$M1 = 0.10 * Z1 + 0.10 * Z2 + 0.30 * Z3 + 0.40 * Z4 + 0.10 * Z5$
--

Table 2 Import	Weight of Shipment	Singapore/ Malaysia/ Thailand/ Hongkong/ Bhutan/Nepal Sri Lanka/ UAE	Taiwan, /Korea/ Japan/ Indonesia/ Philippines/	Germany/France/ Switzerland/Italy /Sweden/Austria/ Belgium/Denmark/ Latvia/UK/ Holland/Spain/ Poland/Hungry/ Israel/Norway/	USA /Canada	Russia /Mauritius /Brazil
A	0.5 Kgs					
B	Additional 0.5 Kgs					
C	20 Kgs +					
Total		Z1	Z2	Z3	Z4	Z5
Weightage		0.10	0.10	0.30	0.40	0.10

$$M2 = 0.10 * Z1 + 0.10 * Z2 + 0.30 * Z3 + 0.40 * Z4 + 0.10 * Z5$$

$$L1 = M1 + M2/2$$

Formula for calculating volume weight will be  $LXBXH / 5000$  ( CMS)  
Gross weight or volume weight whichever is on higher side will be applicable.  
Please specify applicable taxes separately. These taxes will be paid extra at actuals.  
There Will be a single service provider appointed for both the activities Of Import & Export. ₂

From 0.5 Kgs to 20 Kgs weight of 0.5 Kgs slab to be paid. For example, if weight is 1.1 Kg then bidder will be paid for rates applicable to weight of 1.5 kgs. To calculate 1.5 Kgs the rate of first half Kg and then rate of additional two half Kgs will be taken into consideration and if the weight is 20.1 Kgs then weight of 21 Kgs will be paid which is rates applicable in 20 Kgs + category.

- Additional charges to be paid per consignment for export shipping bill filling and Import BOE filing in INR: 2500 + GST per BOE and per shipping bill.
- If NPL wishes to get their consignment insured from successful bidder then INR.900 + GST or 0.90% of invoice value will be paid extra.(whichever on higher side)

Any applicable Government taxes like GST or customs duty if applicable will be paid as per actuals.

**DECLARATION**

I, \_\_\_\_\_ Son / Daughter / Wife of  
Shri \_\_\_\_\_ Proprietor/Director, authorized  
signatory of the Company, mentioned above, is competent to sign this declaration and execute  
this tender document;

2. I have carefully read and understood all the terms and conditions contained in the e-  
tender and undertake myself/ ourselves to abide by them;

3. The information / documents furnished along with the above application are true and  
authentic to the best of my knowledge and belief. I / we, am/ are well aware of the fact that  
furnishing of any false information/ fabricated document would lead to rejection of my tender at  
any stage besides entailing liabilities towards prosecution under appropriate law.

Date:

Signature of authorized person

Place:

Full Name:

Office Seal:

**DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES**

- (i) We certify that in last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- (ii) We declare that:
  - (a) we have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and
  - (b) we have taken steps to ensure that in conformity with the provisions of para 24 of Corrupt and Fraudulent Practices of the terms and conditions of the document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- (iii) We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- (iv) We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- (v) We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/managers/employees.

Date:

Signature of authorized person

Place:

Full Name:

Office Seal:

**Bid-Securing Declaration Form**

**(TO BE FILLED & SUBMITTED IN LIEU OF THE BID SECURITY/EMD ONLY IF GIVEN AS OPTION IN NIT)**

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

- (c) 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
- (d) 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)

**PERFORMANCE SECURITY FORM**

(Refer para 5.1.2 (ix)(i) & 6.1.2 (02) of the CSIR Manual)

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,

.....

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

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

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

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



**Format for declaration by the Bidder for Code of Integrity & conflict of interest**  
**(Print on the Letter Head and Submit with Technical Bid)**

Ref. No: \_\_\_\_\_

Date: \_\_\_\_\_

To,  
Director,  
CSIR–National Physical Laboratory,  
Dr. K. S. Krishnan Marg, Pusa,  
New Delhi-110012

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 a sunder:

- 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)

**Annexure-A**

**Addresses & Contact Details of Offices in Delhi & Bangalore**

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

Signature and Seal of the Bidder.....

Place:

Date:

**BIDDER'S PERFORMANCE STATEMENT FORM**

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

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

Signature and Seal of the Bidder.....

Place:

Date: