



CSIR-National Physical Laboratory
 Dr. K. S. Krishnan Marg, Pusa New Delhi – 110012
 Email- sr.cosp@nplindia.org Website –<http://www.nplindia.org>

Tender No. 14-VI/CHA(977)24PB/T-53

Date: 06-08-2024

Notice Inviting Tender (NIT)
(Two Bid Tenders)

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

CSP should also have multi-model transportation capabilities as due to recent mandate of NPL, material may be required to be cleared and transported to different centers in the country after customs clearances. Post clearance, material handling and shifting at site in a professional manner by engaging modern equipment and competent manpower, as and when required and allied services is also required to efficiently handle NPL's logistic activities.

Description of the Services / Jobs Required	Fully integrated solution package that covers freight forwarding, consolidation, insurance (for CIP /CIF /FOB /FCA /EXW), customs clearance, transportation, delivery, and allied services.
Tender Document	Tender Document can be downloaded free of cost from our website – www.nplindia.org and from CPPP portal under E-Tenders
Earnest Money Deposit (EMD)	In the form of Bid-Securing Declaration (As per Annexure A)
PBC REQUIRED (Pre bid Conference)	PBC Dt. 14/08/2024, Time: 11:00 AM ONWARDS (ONLINE) The objective of PBC is to provide a platform for clarifying issues and clearing doubts, if any. This is also an opportunity to question the bidding conditions and the bidding process. You can bring to our notice any restrictive term, condition, inconsistent/conflicting clauses/terms/information or item specification in this tender document so that required changes can be made. Please inform your intention to participate by sending mail at purchase-so1@nplindia.org along with CC at: spo@nplindia.org , sr.cosp@nplindia.org and also send your queries before the date of PBC to help us keep the response ready. Firms must be present at the appointed hours on the day of PBC. We expect firms to come prepared for the PBC. No queries, suggestions or representations made after the PBC will be entertained. Changes made to the bidding document subsequent to the PBC shall be treated as amendment to this bidding document and hosted online.
Last date and time for submission of tender	<u>27/08/2024</u> up to 02:00 PM
Date and time for opening of technical bid	<u>28/08/2024</u> at 3:00 PM in the Purchase Section, NPL
Address for correspondence	Sr. Controller of Stores & Purchase CSIR-National Physical Laboratory, Dr. K. S. Krishnan Marg, Pusa, New Delhi – 110012

Sr. Controller of Stores & Purchase

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

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

INSTRUCTION TO BIDDERS (ITB)

A. INTRODUCTION

1 Eligible Bidders

1.1 This Invitation for Bids is open to all eligible logistics firms having valid CHA license in their own name with Freight Forwarding arrangements and meeting the requisite eligibility criteria of the tender document.

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

2 Cost of Bidding

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

3 Code of Integrity

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

3.2 Code of integrity for Public Procurement:

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

- i) **"Corrupt practice"**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) **"Fraudulent practice"**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) **"Anti-competitive practice"**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) **"Coercive practice"**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) **"Conflict of interest"**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and
- vi) **"Obstructive practice"**: materially impede the purchaser's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser's Entity's rights of audit or access to information;

3.3 Obligations for Proactive disclosures

- i) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to 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 to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement
 - a) Forfeiture or encashment of bid security;
 - b) Calling off of any pre-contract negotiations; and
 - c) Rejection and exclusion of the bidder from the procurement process.

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

B. THE BIDDING DOCUMENTS

4 Cost of Bid Document

4.1 The complete bid document can be downloaded **FREE OF COST** from our website <http://www.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 form an integral part of bid documents and it shall amount to an amendment of relevant clauses of the Bid Document.
- 5.2 The prospective bidders are **required** to keep a watch on the NPL website for any amendment to the tender document or to clarification to the queries raised by the bidders till 05 (seven) days prior to the submission of the tender. The Purchaser reserves the right to reject the bids if the bids are submitted without taking into account these amendments/clarifications. Further bidder will be fully responsible for downloading of the tender document and amendments thereto if any for their completeness.

C. PREPARATION OF BIDS

6 Language of Bid

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

7 Documents Comprising the Bid

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

- 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 Securing Declaration as Specified In the Invitation to Bids (ITB) (**Annexure A**)
 - (ii) Self-Attested Copy of Details of the Offices with full details (**Annexure D**)
 - (iii) Compliance Form (**Annexure E**)
 - (iv) Performance Statement Form (Details of 03 different existing clients –**Annexure F**)
 - (v) Format for declaration by the Bidder for Code of Integrity & conflict of interest (On the Letter Head of the Bidder-Annexure C)
 - (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.
 - (vii) Bidder's commercial terms
- 7.2 The **Price Bid** shall comprise the Techno Commercial Bid and include
- (i) **Annexure G** '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

- 9.1** The bidder should furnish Bid Securing Declaration as per Annexure A along with its Technical Bid. Any bid received without the same shall be summarily rejected as non-responsive.

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 original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 11.2** Any interlineations, erasures or overwriting shall be valid only if the persons or persons signing the bid initial them.

12. Pre-bid Conference (PBC)

- 12.1** A Pre-bid Conference shall be held as indicated in invitation to bid, if any. All prospective bidders are requested to kindly attend the Pre-bid Conference. In order to facilitate the purchaser the proper conduct of the Pre-bid Conference, all prospective bidders are requested to kindly submit their queries by sending mail at purchase-sol@nplindia.org so as to reach the purchaser as indicated in invitation to bid. The purchaser shall answer the queries during the pre-bid conference, which would become a part of the proceedings of the Pre-bid Conference. The proceeding of the Pre Bid Conference would be hosted on the website of the purchaser. Before formulating and submitting their bids, all prospective bidders are advised to surf through the purchaser's website after the Pre-bid Conference, in order to enable them take cognizance of the revised tender conditions.

D. SUBMISSION OF BIDS

13.

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

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

14. Deadline for Submission of Bids

- 14.1** The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with Clause 5, 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.

15. Late Bids

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

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 you to 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 as un-responsive and ignored during the initial scrutiny.

- a. The bid is un-signed or has not been submitted in the desired format as per this document.
- b. The requisite BSD is not furnished as per format at Annexure A.
- 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 incorporated 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 UNDER ELIGIBILITY CONDITIONS

16 Opening of Bids by the Purchaser

16.1 Bids shall be opened online as per the scheduled bid opening.

17 Clarification of Bids

17.1 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.

18 Preliminary Examination

- 18.1 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.
- 18.2 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.
- 18.3 The Purchaser may waive any minor informality/deviation in specifications, non-conformity, or irregularity in a bid, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any Bidder
- 18.4 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.
- 18.5 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.
- 18.6 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.

19 Contacting the Purchaser

- 19.1 Subject to ITB Clause 16, no Bidder shall contact or attempt to contact the Purchaser or anyone related to the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing.
- 19.2 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.

20 Award Criteria

20.1 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.

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

21.1 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.

22 Notification of Award

22.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax or email that the bid has been accepted by way of a Purchase Order.

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

23 Performance Security

23.1 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. 10.0 lakh (Rupees Ten Lakh) in the Performance Security Form provided in the Bid Document (Annexure B).

23.2 Failure of the successful bidder to accept the order shall constitute sufficient grounds for the annulment of the award and further punitive action as per provision of the tender.

SCOPE, QUALIFICATION REQUIREMENTS AND TERMS & CONDITIONS

A. Scope of Contract

The scope of work includes consolidation and clearance of Import/Export, Re-import & Re-export of various types of cargo of NPL coming by air/sea modes of transport from throughout the world. CSP should be capable of freight forwarding & consolidation of consignments. Insurance of all the consignments (excluding CIF/CIP etc cases) is to be arranged by the bidder and 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 cargo consolidation, pickup, custom clearance, inland transport, freight & insurance coverage, loading and unloading, engagement of labourers, forklift/crane wherever necessary etc.
2. Deployment of one dedicated resource for NPL responsible for pickup/ documentation etc from the Institute.
3. Clearance of our all types of cargo from customs authorities including all the stages of custom clearance.
4. Obtaining non-delivery certificate/short landing certificate in case the materials are found short delivered from IAAI or Airline or concerned authority and lodging claim to the effect with them immediately on behalf of the CSIR-NPL.
5. Arranging for insurance survey at the airport/IAAI in case of the damages found to the consignment.
6. Immediate safe delivery of the consignment at CSIR-NPL New Delhi or any other named place after its clearance from customs authorities.
7. Clearance of consignments under temporary imports for further exporting to another country (if any).
8. The successful bidder will have to arrange insurance for all the import/export consignments of NPL. It excludes the consignments wherein the supplier has already agreed to pay insurance charges as per the related INCOTERM mentioned in our order.
9. Consolidation of the consignments being imported from throughout the world by air/sea.
10. Copies of import purchase orders will be provided to the CSP and he has to do complete monitoring and supervision over the movement of consignment from the date of our Purchase order/Letter of credit and regular feedback to NPL on the progress of the consignment/order. In case there is any demurrage charges incurred on any consignment due to delay in clearance process on the part of CSP, respective amount of demurrage will not be admitted for reimbursement to the CSP. It excludes the cases not under CSP's console or where it can be clearly established that CSP had no fault in incurring the demurrage. However CSP will give top priority to the custom clearance etc. to avoid any demurrage charges on the consignment not coming in its console.
11. To provide timely information (pre-alert) regarding dispatch and other relevant information to the CSIR-NPL.
12. To facilitate specialized packing from all kinds of the materials as per the IATA and International packaging standards.
13. Smooth transportation of special type of projects materials i.e. voluminous and heavy packages, radioactive, sensitive and hazardous materials etc.
14. 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 or sea. CSP will have to complete all the related formalities related to these.
15. Import / Export of consignment imported temporarily for inter comparison of standards, research and other purpose.
16. Import / Export of Containerised/individual cargo for international/national cruises by sea or air.
17. Any other job in connection with the consolidation clearance & transportation of the consignments from customs authorities.

B. Eligibility Requirements

1. **Licenses:** The bidder must have valid consolidation & Custom House Agent (CHA) License in their own name (Registered with Customs at New Delhi & Bangalore). Offers through third party / business partners and or sister concerns or those having different but similar names etc. will not be accepted and rejected summarily.
2. **Professional membership:** Bidder should be a member of International Air Transport Association (IATA), International Federation of Freight Forwarders Associations (FIATA), and should have MTO registration. Relevant documents must be enclosed with technical bid.
3. **Experience:** The bidder must have minimum 5 (five) years of experience in the last ten years for the similar work (herein mentioned in the scope of work) in its own name in any of CSIR laboratories/Institutes or in other similar R&D government organizations like CSIR / DRDO/ ISRO /IITs/ Universities etc. and attach the documentary proof with their technical bid only. The Bidders who do not attach (with technical bid) related valid documentary proof of experience in GOVERNMENT R&D departments/ organization will be rejected. After opening of the technical bid no such document will be accepted at our end against the communication of rejection of reasons to the bidder.
4. **Bidder Office Location:** Most of NPL's consignments arrive in Delhi and some in Bangalore. Bidder must have uninterrupted consignment clearance arrangements at Delhi airport/ICD& Bangalore Airport. The bidder should be registered as CHA & consolidator in its own name at the Delhi airport / ICD authorities for at least 5 years or more and have office there. The bidder should have facilities to also undertake clearance and delivery of post parcels as and when required by CSIR-NPL. Bidders must enclose proof of their office in Delhi and Bangalore failing which its offer shall be rejected.
5. **Financial turnover:** The bidder must have financial turnover of Rs. 5 crores during the last 03 financial years, The bidder should submit audited financial documents for the last 3 financial years. Bidder should also attach a solvency certificate from its bank (not older than 6 months).
6. **Forwarding & consolidation network:** The bidder should have network of cargo forwarding / consolidating agents in all the major countries like USA, UK, GERMANY, JAPAN, FRANCE, SWITZERLAND, HONGKONG, CANADA, NORWAY, SWEDEN, AUSTRIA, IRELAND, AUSTRALIA, NEWZELAND, SINGAPORE, DENMARK, ITALY etc. (**Attach som documentary proof to this effect**)
7. **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.
8. **Payment of air freight charges:** Successful bidder (CHA) will have to pay the FULL AMOUNT of air freight charges per consignment on behalf of CSIR-NPL and get it reimbursed later on from us after clearance and safe delivery of the consignment.
9. **Payment of duties and taxes:** CSP will have to pay duty & taxes 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.
10. **Inspection facility:** CSP shall, if required by the CSIR-NPL, carry out or arrange to carry out the inspection (arrangement of third party inspection reports) of the ordered materials at the country/port of shipment/supplier's premises and also inspection of the packing/labeling/markings etc. (as per international packaging standards and norms).
11. **Firm blacklisted:** Any firm blacklisted by CSIR /Laboratories/Institutes or any of the Government organization(s) need not apply in case the period of suspension is not over. Such firms shall be eligible only on the expiry of the stipulated suspension period. Branch offices submitting bids on behalf of their Head Office must cross check for any such information. ***Non-disclosure of such information will result in disqualification.***
at the bidding stage and termination of the contract (if awarded) without any notice with imposition of penalty to the extent of damage incurred during the subsistence of contract, and also recovery of the outstanding amount.
12. **Fidelity bond:** CSP will be handling sophisticated and valuable consignments. Therefore successful bidder will have to furnish a fidelity guarantee bond of Rs. 50.00 lakh (Rupees fifty lakh only) in favour of the Director, NPL, New Delhi to safeguard the interest of CSIR-NPL in the event of any loss due to any act of omission and commission by the bidder.
13. **Special arrangements for dangerous (DGR) consignments:** Some of our consignments are dangerous in nature. The bidder will have to arrange its safe delivery at CSIR-NPL or any other named place. The bidder has to get dangerous consignments cleared within 24 hours of arrival following proper safety and handling norms and deliver them at CSIR-NPL, at the earliest as possible after the clearance.

C. Service Requirements

1. **In order to ensure demurrage free clearance of consignments the CSP must ensure that the shipment arriving under its console will land at the destination Airport between Monday to Thursday.**
2. **Custody and short landing:** Safe custody of the consignment cleared is the sole responsibility of the successful CSP till the same is properly delivered at CSIR-NPL New Delhi or its regional centre(s).Wherever any short landing cargo is noticed, the successful CSP shall file "not found" or "not traceable" notice with the concerned airline or authorities & obtain "not traceable certificate" etc. and lodge formal claim on behalf of CSIR-NPL, New Delhi with the concerned airport/airline authorities with all the necessary documentation under intimation to us.
3. **Consignment examination:** It will be on the successful CSP to carefully examine all the packages marked for customs examinations of each consignment with the respective invoices and measurement/packaging list etc. If, at the time of physical examination of the consignment any damage or loss of the goods/shortage is noticed, the same shall be immediately brought to the notice of concerned airline/airport authority and necessary claims may be lodged by CSP with those authorities on behalf of CSIR-NPL under intimation to us. The successful CSP shall pay all the related fee/charges of surveyor to carry out the survey if required. Such cases may invariably be informed on priority to CSIR-NPL.

4. **Consignment delivery:** CSP will have to deliver the consignments as far as possible, during the office hour's i.e. 9.00 A.M. to 5:00 P.M. Dangerous consignments should be handled following proper safety precautions. In all such cases advance intimation may be given by CSP to CSIR-NPL for proper arrangement at our end.
5. **Loading / Unloading:** Manpower for loading unloading will have to be arranged by the CSP. Equipment/items may be required to be moved to multiple floors. Handling of heavy items may require a larger labour force. Safety of the equipment and the person involved in doing so will be bidders responsibility. It has to arrange location survey in advance.
6. **Safe custody of CDEC:** CSP shall ensure safe custody and proper use of custom duty exemption certificate (CDEC) provided by NPL. CSP will have to provide a monthly report of the deliveries of consignments against our purchase orders(s).
7. **Non-Interruption of service:** Should any dispute of any nature arise, CSP shall continue its services as provided in this contract, if required by NPL, during pendency of the dispute. CSP will not hold any of our consignment pending with them due to such dispute/issue. CSP should submit an undertaking to this effect failing which we reserve the right to cancel the tender.
8. **Customs queries:** Wherever required, CSP shall equip itself in advance with all necessary information that may be required for answering customs queries. It shall take any necessary step(s) to answer both oral/verbal and written queries without any delay. In case of need of technical clarifications from CSIR-NPL, the queries may be communicated to us at the earliest. Storage/ demurrage charges incurred on account of delay in communicating the queries to CSIR-NPL shall be borne by the CSP and further damage caused to CSIR-NPL due to the above said delay may be made good by CSP.
9. **Future scope:** The CSP contract is initially for Delhi and other airports/seaports. Services of CSP might also be engaged for customs clearance jobs in Mumbai or any other city as and when required.

D. Other Terms & Conditions

1. **Period of contract:** The contract period is one year. After that the contract can further be renewed on yearly basis subject to retaining the same terms, conditions, and prices by the CSP & Satisfactory Performance.
2. **Yardstick for annual performance:** Following points will be used to evaluate the performance of the successful bidder:
 - a. Demurrage / storage charges paid or avoided and circumstances thereof.
 - b. Proper coordination with the custom authorities or airline/carrier and obtaining cargo arrival notice (CAN) within a day and forwarding the CAN to Stores & Purchase Department of CSIR-NPL and expeditious clearance and delivery of the consignments to CSIR-NPL us.
 - c. Any commercial dispute or pending legal or other dispute with any of the CSIR Laboratories/ Institutes.
 - d. Any case of negligence or non-performance of the contractual obligations on the part of the CSP.
3. **Exporting country charges:** NPL will not pay/reimburse any inland handling/ forwarding charges etc in the exporting country for orders placed on FOB/ FCA which are beyond the scope of latest INCOTERMS. For shipments on EXW basis, the CSP will be reimbursed by CSIR-NPL subject to production of documentary proof of charges in the exporting country. A copy of the related purchase order will be forwarded by us to the CSP via email or post etc. It will be the sole responsibility of the CSP to follow up the order execution matter with its foreign associates and the foreign supplier for timely delivery of the consignment within the delivery period of PO.
4. **IATA rate chart:** The rates of freight forwarding/ consolidation will be paid as per NPL provided IATA Rate Chart which shall remain fixed during the duration of the contract. For rates not mentioned in the chart, standard applicable IATA rates shall be applicable. CSP will have to ship the consignment through the first available console of any airline and not delay unduly.
5. **Continuation of services during pendency of payment of bills:** NPL will make every effort to arrange payment of bills within 30 days of receipt with all requisite vouchers / receipts etc. If payment is delayed days for any reason, the CSP shall NOT STOP clearing consignments and their delivery at NPL. CSP should have adequate financial standing to continue clearance activities during pendency of payment of bills.
6. **Short-listing:** Bidders should provide all the documents in support of their edibility as mentioned in this bid document, failing which their bids will not be considered for short listing.
7. **Bill payment:** The CSP will submit its bills to CSIR-NPL only as per the rates, terms and conditions agreed under the contract. No any 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.
8. **Non exclusivity:** It is specifically made clear and understood that this contract shall not vest exclusive rights to the CSP to provide services to NPL during the tenure of this contract. Notwithstanding this agreement, NPL may utilize the services of one or more other agencies for obtaining one or more or all and/or such other services enlisted under this contract.
9. **Bid acceptance and jurisdiction:** Director, CSIR-NPL, New Delhi, reserves the right to accept or reject full or partial of any of the tender(s) without assigning any reason thereof. This will be binding on the bidder(s). Conditional tenders will not be accepted under any circumstances and will be rejected summarily. The jurisdiction area for any dispute/arbitration arisen under this tender will be at New Delhi only.

Bid-Securing Declaration Form

Date: _____

Bid No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

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

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

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

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

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

Duly authorized to sign the bid for 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
(To be furnished at a later stage by the Successful Bidder)

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

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

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.

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 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)

Annexure D

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:

COMPLIANCE STATEMENT FORM

ATTACH WITH TECHNICAL BID

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

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

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

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

Signature and Seal of the Bidder.....

Place :

Date :

BIDDER'S PERFORMANCE STATEMENT FORM

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

Price Schedule Form

Scope of work: Pick-up, freight forwarding, transit insurance, clearance and delivery at NPL Stores, New Delhi

Name of the bidder:

Sr. No.	<u>GROUP</u>	Discount Offered										
1.	<p><u>GROUP A</u></p> <p>Discount Offered on standard IATA rates (single for all categories to be offered irrespective of weight slabs. FSC/SSC and all other charges except Govt. levies, must be subsumed before quoting the discount.</p>	<p>_____ %</p> <p>(Mention numerical value from 0-100)</p>										
2.	<p><u>GROUP B</u></p> <p>Custom clearance and agency commission charges Rs 3500 Fixed by CSIR-NPL.</p>	<p>_____ %</p> <p>(Mention numerical value from 0-100)</p>										
3.	<p><u>GROUP C</u></p> <p>Transportation charges from IGI, New Delhi Airport to the CSIR-NPL, New Delhi and handling/unloading at NPL</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Weight slabs (kg)</th> <th style="text-align: left;">Fixed Charge</th> </tr> </thead> <tbody> <tr> <td>0 - 25</td> <td>Rs. <u>1500</u></td> </tr> <tr> <td>25 - 200</td> <td>Rs. <u>2500</u></td> </tr> <tr> <td>200 - 500</td> <td>Rs. <u>4500</u></td> </tr> <tr> <td>500 and above</td> <td>Rs. <u>6500</u></td> </tr> </tbody> </table>	Weight slabs (kg)	Fixed Charge	0 - 25	Rs. <u>1500</u>	25 - 200	Rs. <u>2500</u>	200 - 500	Rs. <u>4500</u>	500 and above	Rs. <u>6500</u>	<p>(one single discount only)</p>
Weight slabs (kg)	Fixed Charge											
0 - 25	Rs. <u>1500</u>											
25 - 200	Rs. <u>2500</u>											
200 - 500	Rs. <u>4500</u>											
500 and above	Rs. <u>6500</u>											

(i) Any special arrangements like trailers/containers/crane shall be paid at actual against valid receipts.

Place: Signature of the authorized person of the bidder:
Name of the authorized person:

.....
Date: Name of the Agent:

.....
Rubber Stamp/Seal

Note:

01. The discount should be firm and fixed and should be applicable uniformly for all slabs of weight and from different countries, as per IATA and a copy of the latest IATA Tact sheet based on which the discount has been worked out must be enclosed along with the Price Bid, failing which, the offer shall be summarily rejected (Please refer Annexure E for this purpose, the same may be provided as per latest revision).

02. The rates applicable for non-console consignments and for exports shall be as per the tariff fixed by IATA for air consignment. The rate ocean consignment shall be as per charges of the liner.

Charges which are normally claimed and rates which are sought to be quoted by the C&F agent are classified in three groups (A,B & C) for the purpose of comparison among different bidders. Each bidder depending upon his quoted rates will be given marks from 0-100 from each group to calculate the total score of each bidder.

GROUP	Weightage
Group A (discount on freight as per IATA rate)	80
Group B (discount on custom clearance and agency commission charges)	15
Group C (Discount on Inland Transportation and delivery charges to NPL)	5
	100

Formula for calculating Marks/Score:

Following formula will be used to arrive at score of a bidder in individual Group (A, B OR C):

The bidder with the highest discount in a group will be given 100 marks while the lowest will be given 0. The rest of the bidders will be given marks in between as per the following formula:

Bidder's quote-Lower quote X 100

Highest quote-Lowest Quote

e.g. if three bidder b_1 , b_2 , and b_3 have quoted 20%, 40%, and 60% discounts respectively for Group A, then the marks obtained by b_3 shall be 100 while marks of b_1 shall be 0 and the marks obtained by b_2 for Group A shall be calculated as follows:

$\frac{40-20}{60-20} \times 100=50$

60-20

This way, score of the bidder (b_2) shall be calculated for group B and C also to arrive at his final score as per the following formula:

Total score of a bidder = $\frac{80(A)+ 15(B)+ 5(C)}{100}$

Where A,B and C are marks obtained in respective three groups by the bidder (b_2)

Bidder with maximum total score as per Annexure B (Price schedule) and the above formula shall be selected as the lowest evaluated bidder. Conditional bid will be rejected.

Bidder are advised to carefully read the scope of work and the terms & conditions before submitting technical Bid and Price Bid

IATA RATES SHEET TO REMAIN FIXED DURING CONTRACT DURATION

IATA RATES SHEET (FOR DELHI AIRPORT)									
S. No.	Country	Airport	M	(-45)	(+45)	(+ 100)	(+ 300)	(+ 500)	(+ 1000)
1	USA	New York (US\$)	125.00	15.55	11.95	10.36	9.42	9.07	9.07
2	UK	Heathrow (Pound)	60.00	6.42	6.42	3.11	2.90	2.55	2.55
3	Germany	Frankfurt (Euro)	76.69	4.09	4.09	2.56	2.30	2.17	2.17
4	Japan	Tokyo (JPY)	11500.00	1610.00	1370.00	1200.00	1040.00	1040.00	1040.00
5	France	Paris (Euro)	85.00	9.10	9.10	3.64	3.27	3.15	3.15
6	Canada	Montreal (CAD)	185.00	19.68	15.12	13.14	11.89	11.45	11.45
7	Singapore	Singapore(SGD)	75.00	9.75	7.31	7.31	7.31	7.31	7.31
8	Switzerland	Zurich (CHF)	120.00	17.25	10.85	5.40	4.55	4.30	4.20
9	Italy	Milan(Euro)	67.14	4.86	4.86	3.19	3.19	1.91	1.91
10	Hongkong	Hongkong (HKD)	190.00	30.39	22.79	22.79	22.79	22.79	22.79
11	Sweden	Stockholm (SEK)	750.00	33.00	27.00	21.00	21.00	21.00	21.00
12	Australia	Melbourne(AUD)	120.00	6.80	5.15	3.50	2.45	2.10	2.10
13	Austria	Vienna (Euro)	71.95	11.12	8.39	8.39	8.39	8.39	8.39
14	Belgium	Brussels (Euro)	66.93	6.07	6.07	3.00	2.70	2.55	2.55
15	Denmark	Copenhegan (DKK)	670.00	29.00	26.00	18.00	18.00	18.00	18.00
16	Taiwan	Taipai (TWD)	1281.00	181.00	136.00	136.00	136.00	136.00	136.00
17	Malaysia	Kualalumpur (MYR)	113.00	12.94	9.71	9.71	9.71	9.71	9.71
18	Korea	Seoul (KRW)	39300.00	8260.00	6200.00	5370.00	5370.00	5370.00	5370
19	Thailand	Bangkok (THB)	800.00	86.00	65.00	65.00	65.00	65.00	65.00
20	Mauritius	Mauritius(MUR)	1500.00	152.40	115.00	52.90	52.90	52.90	52.90
21	Latvia, Rus	Riga (LVL)	47.73	5.36	4.28	2.79	2.60	2.50	2.50
22	Holland	Amsterdam (EUR)	68.07	7.82	7.82	3.05	2.83	2.71	2.71