


Basic Details

Organisation Chain	Council of Scientific and Industrial Research NAL Bengaluru - CSIR Purchase-NAL - CSIR		
Tender Reference Number	NAL/PUR/SnP/001/25-R		
Tender ID	2026_CSIR_262482_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Supply
Tender Category	Services	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Not Applicable	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	BID SECURING DECLARATION
		.pdf	INTEGRITY PACT DULY SIGNED AND STAMPED TO BE EXECUTED ON COMPANYS LETTER HEAD
		.pdf	DOCUMENTS COMPRISING THE TECHNICAL BID
2	Finance	.xls	PRICE SCHEDULE AS PER BOQ
		.pdf	BID FORM

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00	
Fee Payable To	Nil	Fee Payable At
Tender Fee Exemption Allowed	No	

EMD Fee Details

EMD Amount in ₹	0.00	EMD Exemption Allowed	No
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	Nil	EMD Payable At	Nil

[Click to view modification history](#)
Work /Item(s)

Title	A comprehensive, end-to-end service package encompassing freight forwarding and consolidation for shipments				
Work Description	A comprehensive, end-to-end service package encompassing freight forwarding and consolidation for shipments				
Pre Qualification Details	As per tender document				
Independent External Monitor/Remarks	As per tender document				
Show Tender Value in Public Domain	No				
Tender Value in ₹	0.00	Product Category	Miscellaneous Services	Sub category	NA
Contract Type	Tender	Bid Validity(Days)	90	Period Of Work(Days)	1825
Location	CSIR-NAL, HAL AIRPORT ROAD, KODIHALLI, BENGALURU	Pincode	560017	Pre Bid Meeting Place	ONLINE THROUGH WEBEX.
Pre Bid Meeting Address	CSIR-NAL, HAL AIRPORT ROAD, KODIHALLI, BENGALURU - 560017 THE WEBEX LINK WILL BE UPLOADED ON NAL WEBSITE BEFORE THE PRE-BID DATE	Pre Bid Meeting Date	19-Jan-2026 11:00 AM	Bid Opening Place	PURCHASE SECTION,CSIR-NAL,KODIHALLI,BLR-17

Should Allow NDA Tender	No	Allow Preferential Bidder	No	
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Critical Dates

Publish Date	09-Jan-2026 06:55 PM	Bid Opening Date	06-Feb-2026 11:00 AM
Document Download / Sale Start Date	09-Jan-2026 06:55 PM	Document Download / Sale End Date	05-Feb-2026 10:00 AM
Clarification Start Date	09-Jan-2026 06:55 PM	Clarification End Date	16-Jan-2026 12:00 PM
Bid Submission Start Date	09-Jan-2026 06:55 PM	Bid Submission End Date	05-Feb-2026 10:00 AM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	A comprehensive, end-to-end service package encompassing freight forwarding and consolidation for shipments	2301.93
Work Item Documents	S.No	Document Type	Document Name	Document Size (in KB)
	1	BOQ	BOQ_304093.xls	318.50

Auto Extension Corrigendum Properties for Tender

Iteration	No. of bids required for bid opening a tender	Tender gets extended to No. of days
1.	2	7

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	saurav.eproc@csir.res.in	Saurav Kumar	SAURAV KUMAR
2.	damodhar@csir.res.in	B DAMODHAR RAO	B DAMODHAR RAO
3.	malini.eproc@csir.res.in	Malini Raman	MALINI R
4.	km.eproc@csir.res.in	Kala M	KALA M

GeMARPTS Details

GeMARPTS ID	C7F80XAU600D
Description	Appointment of Comprehensive Service Provider for Consolidation, Freight Forwarding and Customs Clearance of Import Export Shipments and Other Allied Services
Report Initiated On	09-Jan-2026
Valid Until	08-Feb-2026

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Stage to disclose Bid Details in Public Domain	Technical Bid Opening
BoQ Comparative Chart model	Normal	BoQ Comparative chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No

TIA Undertaking

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	TIA UNDERTAKING GEM	Agree	
2	PPP-MII Order 2017	Agree	
3	MSEs Order 2012	Agree	

Tender Inviting Authority

Name	THE DIRECTOR
Address	CSIR-NAL, HAL AIRPORT ROAD, KODIHALLI, BENGALURU - 560017
Tender Creator Details	
Created By	Kala M
Designation	Section Officer
Created Date	09-Jan-2026 05:08 PM



TENDER NO: NAL/PUR/SnP/001/25-R

Date: 09-Jan-2026

TENDER DOCUMENT

FOR

**APPOINTMENT OF COMPREHENSIVE SERVICE PROVIDER (CSP) FOR
CONSOLIDATION, FREIGHT FORWARDING AND CUSTOMS CLEARANCE OF
IMPORT/ EXPORT SHIPMENTS & OTHER ALLIED SERVICES**

**CSIR - NATIONAL AEROSPACE LABORATORIES (NAL)
HAL AIRPORT ROAD
BENGALURU – 560017 KARNATAKA**

Invitation for Bids / Notice Inviting E-Tender

CSIR-National Aerospace Laboratories (CSIR-NAL), Bengaluru, India, is a premier research institution of the Council of Scientific and Industrial Research (CSIR), an autonomous organization of the Ministry of Science & Technology, Government of India, New Delhi. CSIR-NAL is a science-driven research, development, and consulting organization renowned internationally for its excellence in aerospace engineering and scientific research.

CSIR-NAL routinely imports advanced scientific and research equipment, perishable items, hazardous samples, and radioactive materials from multiple countries worldwide, executed under various INCOTERMS including Ex-Works, FOB, FCA, CIF, CIP, and others. Given the strategic, highly important, and sensitive nature of its research and development operations—where delays, mishandling, or non-compliance could jeopardize national scientific priorities, endanger personnel, or compromise irreplaceable assets—the organization seeks to engage a competent, reliable, experienced, and efficient Comprehensive Service Provider (CSP) for a period of five years to maintain continuity and operational convenience keeping in view the long delivery timelines under current and future projects.

The selected CSP must deliver a fully integrated, end-to-end logistics solution, encompassing freight forwarding and cargo consolidation (where feasible), cargo insurance (as required), expedited customs clearance with regulatory compliance, seamless coordination with courier agencies, professional material handling for sensitive/perishable/hazardous cargo, and on-site logistics using state-of-the-art equipment and skilled manpower. These services are critical to the uninterrupted and secure functioning of CSIR-NAL's logistics ecosystem, ensuring operational excellence and alignment with its strategic objectives.

The Director, CSIR-NAL invites bids for outsourcing the following services essential for the Institute's daily operations. The detailed scope of work is annexed herewith.

Tender No.	Brief Description of CSP Services	Bid Type
NAL/PUR/SnP/001/25-R	A comprehensive, end-to-end service package encompassing freight forwarding and consolidation for shipments under EXW, FCA, FOB, CIP, and CIF terms, along with customs clearance, inland transportation, final delivery, and related auxiliary services.	Two Bid

- 1. E-Bids are invited** through the electronic tendering process and the Tender Document can be downloaded from the e-Tender Central Public Procurement Portal (CPPP) of Government of India, <https://etenders.gov.in>. A copy of the Tender Document is also available on CSIR-NAL website, www.nal.res.in. **The submission of e-Bids will be only through the e-Tender portal <https://etenders.gov.in>. BIDS WILL NOT BE ACCEPTED IN ANY OTHER FORM.**
- 2. All requests for information or clarifications regarding this bid document shall be submitted exclusively through the CPP Portal within the prescribed clarification/query period. **No queries or requests for clarification sent directly to the office by email shall be entertained, except those specifically invited for the purpose of the pre-bid conference.****
- 3. The prospective bidders should adhere to due dates specified in Tender Details Screen corresponding to this tender on E-Tender portal <https://etenders.gov.in>.**

4. **Pre-Bid Conference (PBC):** If applicable, the Pre-Bid Conference (PBC) will be held as per the details notified on the CPP Portal. The WebEx link for the Pre-Bid Conference will be uploaded on the CSIR-NAL website prior to the scheduled date of the Pre-Bid Conference. Bidders are advised to take cognizance of the same.
5. **Bid Security (BS) / Earnest Money Deposit (EMD):** The Bid Security/ Earnest Money Deposit (EMD) will be in the form of Bid Securing Declaration (BSD) duly filled, signed, and attached along with the technical bid. Refer to the BSD Annexure.
6. The Schedule for Submission of Bids and Opening of Bids is as given on CPP portal.

IMPORTANT NOTE: For MSME/ Start-up India/ MII Bidders

The provisions relating to the Government of India's public procurement purchase preference policies, including but not limited to MSME, Start-Up India, Make in India, or any other policy presently in force, are outlined in the relevant clauses of this tender document. Any bidder seeking to claim exemption, preference, or benefit under such policies must submit, along with its bid, all relevant documents, certificates, and evidence required to establish eligibility for such benefits.

The bidder must explicitly identify the specific policy provisions invoked and the nature of the benefit claimed, demonstrating compliance with the eligibility criteria detailed under the applicable policy. No benefits, preferences, or concessions beyond the scope of the stated policy or the bidder's entitlement thereunder shall be considered.

If a bidder fails to claim such benefits and/or fails to submit requisite documentation supporting such claim at the time of bid submission, no further opportunity will be provided to the bidder to furnish such documents or revise the claim during any subsequent stage of the bidding process, and the claim shall be deemed forfeited and shall not be entertained thereafter.

7. This tender document has been prepared in alignment with the strategic objectives of CSIR-NAL's operations. Any terms, conditions, or clauses herein that appear irrelevant to the specific bidding context (e.g., online or offline mode or not relevant to the services being sought) may be ignored. Similarly, should any clause or term be interpreted as unduly restrictive, bidders are requested to bring it to the attention of the undersigned.
8. Vide CVC directions, the names and contact details of the **Independent External Monitors (IEMs)** are as below:

Shri Jagadip Narayan Singh, IAS (Retd.) C-54, Bharatendu Harischandra Marg, Anand Vihar, Delhi – 110 092 Email: jagadipsingh@yahoo.com	Shri Arun Kumar Gupta, Ex-CMS, SCI 68B, Nandanvan CHS Sector 17 Nerul, Navi Mumbai – 400 706 Email: guptaarun55@rediffmail.com
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9. The Director, CSIR-National Aerospace Laboratories (NAL), Bengaluru, India reserves the right to accept or reject any or all tenders / offers either in part or in full or to annul the tender process at any stage without assigning any reasons there for.

sd/-
Sr. Controller (Stores & Purchase)

CHAPTER 1 - INSTRUCTIONS TO BIDDERS (ITB) &
GENERAL CONDITIONS OF CONTRACT (GCC)

INSTRUCTIONS TO BIDDERS (ITB)

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INSTRUCTION TO BIDDERS

A. Introduction

Instructions to bidder are broad guidelines to be followed while formulating the bid and its submission to the Purchaser. It also describes the methodology for opening and evaluation of bids and consequent award of contract.

1.1 Eligible Bidders

- 1.1.1. This Invitation for Bids is open to all eligible and qualified bidders having valid CHA license in their own name with Freight Forwarding and consolidation arrangements.
- 1.1.2. In this bid document the terms 'CSP' or 'Bidder' have been used interchangeably.
- 1.1.3. Bidders who fulfil the **Eligibility Criteria** will be considered for **Technical Evaluation of bids**.

1.2 Cost of Bidding

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

1.3 Code of Integrity

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

1.3.2 **Code of integrity for Public Procurement:**

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

i)	Corrupt practice	making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
ii)	Fraudulent practice	any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
iii)	Anti-competitive practice	any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and

		the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
iv)	Coercive practice	harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
v)	Collusive practice	means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.
vi)	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
vii)	Obstructive practice	materially impede the purchaser's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser's Entity's rights of audit or access to information;

1.3.3 Obligations for Proactive disclosures

- (i) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to ***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 3 (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.

1.3.4 Punitive Provisions

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

(i) If his bids are under consideration in any procurement

- a) Forfeiture or encashment of bid security;
- b) Calling off 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 relating to the procurement;
- c) Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.

(iii) Provisions in addition to above:

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

1.3.5 The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

B. The Bidding Documents

1.4 Cost of Bidding Documents

The bidding documents are to be **downloaded Free of Cost** from CPPP website <https://etenders.gov.in> or CSIR-NAL's website www.nal.res.in.

1.5 Content of Bidding Documents

1.5.1 The Services required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the Invitation for Bids / Notice Inviting.

1.5.2 **The Bidder is expected to examine all instructions, forms, terms, and scope of services in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will result in rejection of its bid.**

1.6 Clarification on Bidding Documents

1.6.1 All clarifications or queries pertaining to this bid document, if any, shall be submitted exclusively through the CPPP within the stipulated timelines indicated there. No direct emails

or communications addressing general bid-related queries shall be sent to the office, except for queries specifically relating to PBC which may be directed only to the designated email ID provided for this purpose. Any other emails or communications received outside these channels will not be entertained.

1.6.2 PRE-BID CONFERENCE (PBC)

A Pre-bid Conference (PBC) will be conducted exclusively in **ONLINE** mode, in accordance with the details provided on the CPPP. All prospective bidders are strongly urged to participate. The participation link will be made available on the specified website. To facilitate the effective conduct of the PBC, interested bidders are required to submit their queries in advance via email to purchasek@nal.res.in/mkala@nal.res.in. Please note that, due to time limitations, fresh or on-the-spot queries may not be entertained during the conference. All queries received in advance will be addressed during the PBC, and the responses will form part of the official conference proceedings.

These proceedings, including any clarifications and amendments arising from the PBC, shall constitute official updates to the bidding documents. They will be binding on all prospective bidders for the purpose of bid submission. The proceedings will also be published on both the CPPP and the CSIR-NAL website for reference by all bidders. Prospective bidders are advised to review these websites after the completion of the Pre-bid Conference to ensure awareness of any changes or updates incorporated into the bidding document before preparing and submitting their bids. No queries shall be entertained after the PBC.

1.7 Amendment to Bidding Documents

- 1.7.1 At any time prior to the due date 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.
- 1.7.2 All prospective bidders who have down loaded the Tender Document should surf CPPP website <https://etenders.gov.in> from time to time to know about the changes / modifications in the Tender Document. The changes / modifications would also be hosted on the CPPP website. All prospective bidders are expected to surf the CPPP website before formulating and submitting their bids to take cognizance of the amendments.
- 1.7.3 In order to allow prospective bidders reasonable time to take the amendment into account while formulating their bids, the Purchaser, at its discretion, may extend the due date for the submission of bids and host the changes on the CPPP and website of the purchaser.
- 1.7.4 If the bids are submitted without considering these amendments/ clarifications so issued, such bids will be rejected. Further bidder will be fully responsible for downloading of the tender document and amendments thereto if any for their completeness.

C. Preparation of bids

1.8 Language of Bid

- 1.8.1 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 NAL

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.

1.8.2 Bidder may find some of the points mentioned under ***ITB, Scope of Services, Qualification & Eligibility criteria and Terms & Conditions*** part of this bid document repetitive in nature. All points must be replied consistently in the submitted bid.

1.9 Documents Comprising the E-Bid

1.9.1 The E-bid shall comprise of the documents as per the requirement of the Tender Document listed under Documents comparing Technical Bid and Price Bid. The documents should be scanned and **uploaded in PDF format** on CPP portal only.

1.9.2 The **Techno-Commercial Unpriced Bid** prepared by the Bidder shall include the following without indicating the price in the Bid Form.

Sr. No.	Documents
1	Earnest Money Deposit in the form of Bid Securing Declaration (BSD)
2	Bidder Information Form
3	Bid Form – without mentioning price and discount
4	Performance Statement Form
5	Bidders Undertaking
6	Eligibility Certificate, Non-Black Listing and No Relation Certificate
7	Solvency Certificate from the Bank
8	Undertaking for office details in Bengaluru along with similar details in respect of their offices located at Mumbai, Chennai.
9	Copy of valid CHA license in their own name registered with Customs
10	Copy of IATA Registered Membership, FIATA, WCA, AEO and MTO Registration
11	Copy of ISO 9001 (2005 or later) QMS Certification.
12	Copies of GST Certificate and PAN
13	The names, addresses, contact numbers, email ids, of all the associates in the different gateway International Airports located in different countries
14	Bidder's commercial terms without disclosing any price / discount elements
15	Audited Balance Sheet duly certified by the chartered accountant
16	Undertaking on the Letterhead confirming submission of Performance Security
17	IATA Rates
18	Compliance/Deviation Statement

1.9 Bid Form

The bidder shall complete the Bid Form as furnished in the bidding documents. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. The Bid Form shall be submitted in accordance with the bidding documents.

1.10 Bid Prices

- (i) Rates of services quoted.
- (ii) Taxes shall be paid at actual at the applicable rates at the time of invoicing. Rates must be quoted exclusive of taxes.
- (iii) Rates should be quoted FOR at NAL, Bengaluru or any other named place.

(iv) Except for the statutory charges, levies, and other receipt-based charges which are not specifically mentioned in the bid items, 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.

1.11 Documents Establishing Bidder's Eligibility and Qualifications

- 1.12.1 The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract if its bid is accepted.
- 1.12.2 Bidders must carefully review the entire tender document to fully understand the eligibility criteria, qualifications, and supporting documents required. All such documents shall be furnished completely and accurately to avoid summary rejection during preliminary scrutiny or subsequent bid evaluation stages.
- 1.12.3 The documentary evidence of the bidder's qualification to perform the contract if the bid is accepted shall establish to the purchaser's satisfaction that the bidder meets the qualification criteria listed in the bid document, if any.
- 1.12.4 Conditional tenders / offers shall **not** be accepted.

1.13 Bid Security (BS) / Earnest Money Deposit (EMD)

- 1.13.1 EMD is in the form of Bid Securing Declaration format (Annexure A). It is mandatory for all bidders including SMEs.
- 1.13.2 Bids submitted without EMD in the form of BSD will be rejected summarily.
- 1.13.3 Appropriate action as per the language of BSD may be initiated:

(a)	If Bidder withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; OR
(b)	In case of successful Bidder, if the Bidder fails to furnish order acceptance within 15 days of the order or fails to sign the contract and / or fails to furnish Performance Security within 21 days from the date of contract / order.

1.14 Period of Validity of Bids

- 1.14.1 Bids shall remain valid for minimum of 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.
- 1.14.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. A Bidder may refuse the request without any adverse action. A Bidder granting the request will not be required nor permitted to modify its bid.

1.15 Format and Signing of Bid

- 1.15.1 The bids may be submitted as Single-bid or Two-bid as specified in the ITB / NIT.
- 1.15.2 In case of two-bid system, the Bidder shall submit E-bid in two separate parts.

(a)	First Part	shall contain Techno-Commercial Bid/ Technical Bid comprising all documents listed relating to Documents Comprising the Bid excepting Bid form and Price Schedule Form
(b)	Second Part	Shall contain the Price-Bid comprising Bid Form and Price Schedule form.

- 1.15.3 The bids will either be digitally or physically signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.
- 1.15.4 Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

D. Submission of E-Bids

1.16 Submission of E-Bids

- 1.16.1 Bids shall be submitted online only at CPPP website <https://etenders.gov.in>. **Manual/ Offline / Email bids shall not be accepted under any circumstances.**
- 1.16.2 Bidders must follow guidelines or directions of NIC CPPP website for properly uploading the bids and CSIR-NAL will not be responsible for bids which could not be submitted due to CPPP technical issues etc. Just like the bidder, purchaser is also a user of CPPP and any technical issue related to bid submission must only be raised to them.
- 1.16.3 Bidders are advised to visit CPPP website <https://etenders.gov.in> regularly till closing date of submission of bid, for any corrigendum and to keep themselves updated, for any changes/modifications in the Tender Enquiry Document.
- 1.16.4 Purchaser shall receive the bids online through CPPP portal only. The e-Tender portal shall automatically stop accepting bids after the scheduled date and time specified in the Tender Document. Partially submitted bids shall be treated as invalid and shall not be processed.

1.17 Due Date for Submission of E-Bids

- 1.17.2. Bidders are advised to upload and submit their E-bids timely within due date for submission of E-Bids in view of the electronic process so as to avoid last minute issues.
- 1.17.3 The Purchaser may, at its discretion, extend the due date for submission of E-bids by amending the tender documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the due date will thereafter be subject to the due date as extended.

1.18 Late Submission of E-Bids

- 1.18.1 Bidders must note that the e-tender portal shall not permit uploading of bids after the scheduled time of submission.

1.19 Withdrawal, substitution and Modification of Bids

- 1.19.1 The bidder may withdraw, correct or modify their digitally signed bid after submission prior to the deadline for submission of bids, through provisions of e-tendering portal.
- 1.19.2 The bidder is not allowed to modify or withdraw bid after due date for submission of bids.

E. Opening and Evaluation of E-Bids

1.20 Opening of E-Bids by the Purchaser

- 1.20.1 The E-bids shall be opened online by authorised officials of the Purchaser as per schedule given in Date Sheet.

- 1.20.2 In case, the day of bid opening is declared a holiday by the government, the E-bids will be opened on the next working day at the same time. No separate intimation shall be sent to the bidders in this regard.
- 1.20.3 Since, E-bid is an online process; the E-bid opening or any other process may be delayed due to any technical/server issue. If any such issue arises, this will not be tantamount to process delay and CSIR-NAL will not be responsible for the same.
- 1.20.4 On opening of bids online, accepting the bid will not mean that the firm is technically or financially qualified.

1.21 Confidentiality

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

1.22 Clarification of Bids

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

1.23 Preliminary Examination

- (i) 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 Bidders, without proper documents shall be treated as non-responsive and rejected summarily.
- (ii) 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.
- (iii) 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.
- (iv) 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 then on-conformity.
- (v) After downloading, the language of standard clauses etc. mentioned in this 'Bid

Document' should not be tampered 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.

1.23.1 Bidders are expected to read through the Bid document carefully. All the Bids received will first be scrutinized to verify 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.

S. N.	Documents
a)	The bid is un-signed or has not been submitted in the desired format as per this document.
b)	The requisite EMD in the form of BSD 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 agreed to some essential conditions incorporated in the bid document.
e)	If there is inconsistency between the Techno-Commercial Bid and Price Bid information / details.
f)	If the bidder has suppressed any material information / fact having relevance to the submitted bid or bidder performance
g)	If the bid is not submitted as per 'Format of Rates' or the format is changed in any way
i)	If the bidder has suppressed any material information / fact having relevance to the submitted bid or bidder performance.
j)	OTHER POINTS OF SUMMARY REJECTION ARE ALSO MENTIONED IN THIS CHAPTER AND UNDER ELIGIBILITY CONDITIONS

1.23.2 In case of two-bid system Bid Form and Price Schedule forms shall be examined after opening of the Price Bids of the technically qualified bidders.

1.24 Responsiveness of Bids

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

1.24.2 The Purchasers' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

1.25 Non-Conformity, Error and Omission

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

1.25.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period, to rectify

non-material non-conformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

1.25.3 The Purchaser shall correct arithmetical errors as per standard government guidelines or as per the methodology given on CPPP for this.

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

1.26 Examination of Terms & Conditions and Technical Evaluation

1.26.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC have been accepted by the Bidder without any material deviation or reservation.

1.26.2 The Purchaser shall evaluate the technical aspects of the Bid submitted, to confirm that all requirements specified in “Scope of services, Qualification & eligibility criteria and Terms & conditions” of the Bidding Documents have been met without any material deviation or reservation.

1.26.3 If the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clauses 1.23 and 1.24, it shall reject the Bid summarily and no opportunity will be provided for any clarifications etc.

1.27 Evaluation and comparison of bids

1.27.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

1.27.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology will be used.

1.27.3 The bids shall be evaluated on the basis of final landing cost which shall be arrived as under:

1.28 Evaluation criteria (QCBS method)

1.28.1 Evaluation Methodology: The bids shall be evaluated using the Quality-Cum-Cost Based Selection (QCBS) method with the following weightage:

Technical Score (TS): 50% (100 marks)

Financial Score (FS): 50% (100 marks)

1.28.2 Only those bidders who meet all the Qualification and Eligibility Criteria and score at least 50 marks out of 100 in the Technical Evaluation shall be considered Technically Qualified. Financial Bids of only Technically Qualified bidders shall be opened.

1.29 Comparison of Bids

1.29.1 The Purchaser shall compare all substantially responsive bids to determine the lowest valued bid.

1.30 Contacting the Purchaser

- 1.30.1 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.
- 1.30.2 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.

1.31 Post qualification

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

F. Award of contract

1.32 Negotiations

Director, CSIR-NAL reserves the right for commercial discussion with the lowest responsive bidder only, if considered appropriate and as per rules.

1.33 Award Criteria

The Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The details of the award would be hosted on the CPPP and NAL websites.

1.34 Purchaser's right to accept any Bid and to reject any or all Bids

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 of the grounds for the Purchaser's action

1.35 Notification of Award

- 1.35.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or e mail that the bid has been accepted and a separate purchase order shall follow through post.
- 1.34.2 Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.
- 1.34.3 Upon the successful Bidder's furnishing of the signed Contract Form and Performance Security, the Purchaser will promptly notify each unsuccessful Bidder and discharge its bid security.

1.36 Signing of Contract

- 1.36.1 Promptly after notification, the Purchaser shall send the successful Bidder the Purchase Order.
- 1.36.2 Within twenty-one (21) days of date of the Purchase Order, the successful Bidder shall enter into Contract Agreement.

1.37 Order Acceptance

- 1.37.1 The successful bidder should submit Order acceptance within 15 days from the date of issue of Purchase Order, failing which it shall be presumed that the bidder is not interested and his bid security is liable to be forfeited or action as per BSD conditions shall be initiated.
- 1.37.2 The order acceptance must be received within 15 days. However, the Purchaser has the powers to extend the time frame for submission of order acceptance and submission of Performance Security (PS). Even after extension of time, if the order acceptance / PS are not received, the contract shall be cancelled and limited tenders irrespective of the value shall be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable, provided there is no change in specifications. In such cases the defaulting firm shall not be considered again for re-tendering in the particular case.

1.38 Assistance to Bidders:

- 1.38.1 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.

G. GENERAL CONDITIONS OF CONTRACT

1.39 Definitions

Sr. No.	Words / Expressions	Meaning
(a)	Contract	The Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
(b)	Contract Documents	The documents listed in the Contract Agreement, including any amendments thereto.
(c)	Contract Price	The price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
(d)	Day	Calendar day
(e)	Completion	The fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
(f)	GCC	The General Conditions of Contract.
(h)	Services	As per the scope of CSP services mentioned elsewhere in this document
(i)	SCC	The Special Conditions of Contract.
(l)	Council	The Council of Scientific & Industrial Research (CSIR), registered under the Societies Registration Act, 1860 of the Government of India having its registered office at 2, Rafi Marg, New Delhi-110001, India.
(m)	Purchaser	Director CSIR-NAL, HAL Airport Road, Kodihalli Bangalore, Karnataka
(n)	Custom Duty	Custom Duty in this bid document refers to the amount of Customs Duty plus the applicable IGST as per rules even if not mentioned explicitly.

1.40 Contract Documents

1.40.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

1.40.2 Successful bidder shall have to enter into Contract Agreement on Rs.500/- non judicial stamp paper duly notarised as per Contract Form within 21 days of placement of Purchase Order.

1.41 JV, Consortium or Association/ Amalgamation/ Acquisition, Patent Indemnity etc.

1.41.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

1.41.2 Amalgamation/ Acquisition etc.:

In the event the Manufacturer/Supplier proposes for amalgamation, acquisition, or sale its business to any firm during the contract period, the Buyer/Successor of the Principal Company are liable for execution of the contract and fulfilment of contractual obligations i.e. supply, installation, commissioning, warranty, maintenance/replacement of spares accessories etc. You may confirm this condition while submitting the bid.

1.42 Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

1.43 Performance Security (PS)

- 1.43.1 Within 21 days of receipt of the notification of award of contract, the CSP shall furnish performance security in the Performance Security Form provided in the Bid document.
- 1.43.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the CSP's failure to complete its obligations under the Contract.
- 1.43.3 The Performance security shall be in form as allowed under GFR 2017 as amended from time to time.
- 1.43.4 The performance security will be discharged by the Purchaser and returned to the CSP only after the expiry, subject to fulfilment of contractual obligations and no dues to CSIR-NAL from the CSP, without levy of any interest. The Director, CSIR-NAL will have the discretion to invoke the provisions of the Performance Security for breach of Contract.
- 1.43.5 In the event of any contract amendment, the CSP shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract.
- 1.43.6 The order confirmation should be received within 15 days from the date of notification of award. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order acceptance and PS are not received, the contract may be cancelled and fresh tenders called. In such cases the defaulting firm would not be considered again for re-tendering in the particular case. Action as per EMD/BSB shall be initiated.
- 1.43.7 If the bidder chooses to submit the Performance Security in the form of Bank Guarantee, and 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.
- 1.43.8 Failure of the successful bidder to accept the order shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or action as per BSB and call for new bids

1.44 Assignment

The CSP shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

1.45 Subcontracts

The CSP shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or duties or obligation under the Contract.

1.46 Liquidated Damages/ Penalty clause

- 1.46.1 Subject to Clause on Force Majeure, if the CSP fails to perform the Services, The Director, CSIR-NAL reserves the right to deduct Liquidated damages @ 0.5% per week (Maximum penalty shall be 10%). The period for this will be calculated after 30 days, from the date of intimation by supplier about the readiness of the consignment for shipment.
- 1.46.2 The period for LD will be calculated after 15 days from the date of intimation by supplier about the readiness of the consignment for shipment.

1.46.3 As time is the essence of the contract, clearance and delivery of the shipment should be strictly adhered to. Otherwise, the bidder will forfeit PS and also LD clause will be applicable /enforced.

1.47 Termination for Default

1.47.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the CSP, terminate the Contract in whole or part:

(a)	If the CSP fails to render services specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time;
(b)	If the CSP fails to perform any other obligation(s) under the Contract
(c)	If the CSP, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices as defined in the bid document.

1.47.2 In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

(a)	The Performance Security/ EMD will be forfeited;
(b)	The Purchaser may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the CSP shall be liable for all available actions against it in terms of the contract.
(c)	However, the supplier shall continue to perform the contract to the extent not terminated.

1.48 Force Majeure

1.48.1 Notwithstanding the provisions of GCC Clauses relating to Extension of Time, Penalty and Termination for Default the Supplier shall not be liable for forfeiture of its Performance Security, Liquidated Damages or Termination for Default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

1.48.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

1.48.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

1.48.4 If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

1.49 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the CSP, if the CSP becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to CSP, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

1.50 Termination for Convenience

The Purchaser, by written notice sent to the CSP, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the CSP under the Contract is terminated, and the date upon which such termination becomes effective.

1.51 Integrity Pact

1.51.1 As per Central Vigilance Commission (CVC) directions, CSIR laboratories/institutes implements an Integrity Pact (IP) to ensure transparency, equity and competitiveness in major Public procurement having procurement value above Rs.3 (three) crores. The integrity pact envisages an agreement between the prospective bidders with the buyer committing the persons/officials of both the parties with an aim not to exercise any corrupt influence on any aspect of the contract. Only those bidders, who are willing to enter in to such an integrity pact with the Purchaser, would be competent to participate in the bidding.

1.51.2 The names and contact details of the Independent External Monitors (IEM) on the event of the need of IP is as detailed below.

Integrity Pact – The integrity pact to be signed on Company's Letter head, wherever applicable. However, efforts must be made to realize the objectives and spirits thereof.	
The name and contact details of the IEMs are as under:	
Shri Jagadip Narayan Singh, IAS (Retd.) C-54, Bharatendu Harischandra Marg, Anand Vihar, Delhi – 110 092 Email: jagadipsingh@yahoo.com	Shri Arun Kumar Gupta, Ex-CMS, SCI 68B, Nandanvan CHS Sector 17 Nerul, Navi Mumbai – 400 706 Email: guptaarun55@rediffmail.com

1.52 Settlement of Disputes

1.52.1 The Purchaser and the CSP shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

1.52.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the CSP may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

1.52.3 The venue of the arbitration shall be the place from where the Purchase Order or Contract is issued.

1.52.4 Notwithstanding any reference to arbitration herein,

(a)	the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
(b)	the Purchaser shall pay any monies due the CSP.

1.53 Governing Language

The Contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

1.54 **Applicable Law / Jurisdiction**

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be **Bengaluru**, India.

1.55 **Notices**

1.53.1 Any notice given by one party to the other pursuant to this contract / order shall be sent to the other party in writing, e-mail or / and confirmed in writing to the Purchaser's address as under:-

The Director
CSIR- National Aerospace Laboratories
HAL Airport Road, Kodihalli, Bengaluru – 560017
Karnataka-India
Email: purchasek@nal.res.in, mkala@nal.res.in

1.53.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

SCOPE OF SERVICES, ELIGIBILITY & QUALIFICATION AND TERMS & CONDITIONS

A) SCOPE OF CONTRACT

The appointed CSP shall be responsible for undertaking all activities related to the consolidation, forwarding, and customs clearance of import and export/re-export of consignments arriving/sent through air, sea, or courier modes of transport from any international origin as well as arrange transportation of items to different institutes/ organizations/ venues within India as and when required. The CSP must possess proven capability in freight forwarding and consolidation of consignments, and except for consignments under CIF/CIP etc. terms, all arrangements for shipment, clearance, and safe delivery shall be managed by the bidder. The consignments must be delivered securely to CSIR-NAL, Bengaluru, or any other designated location, following clearance from the relevant customs authorities. The scope of work broadly covers end-to-end handling of consignments, coordination with airlines, shipping lines, and courier agencies for timely movement, customs clearance and compliance with statutory requirements, safe transportation and delivery to the nominated destinations (imported as well domestic locations), and all necessary documentation, liaison, and reporting to ensure transparency and accountability.

2.1 Period of contract:

- 2.1.1 The initial contract period is 05 (five) years subject to satisfactory performance of the services.
- 2.1.2 The contact can further be renewed for another three years or on yearly basis subject to retaining the same terms, conditions, and prices by the CSP.

- 2.1.3 In view of the strategic and sensitive nature of CSIR-NAL's activities, the Director, CSIR-NAL, reserves the right to assess the performance of the successful bidder by awarding a temporary contract for a trial period of up to 6 months before granting the contract for the full duration.

- 2.2 CSP Function:** To act as single point service solution for cargo consolidation, pickup, custom clearance, inland transport, freight forwarding, loading and unloading, domestic transportation on case to case basis, if required engagement of laborers, forklift/ crane wherever necessary etc.

- 2.2.1 Daily collection of clearance documents from CSIR-NAL, Bengaluru.

- 2.3** Arranging shipments of different modes and customs clearance of consignments including all the stages of custom clearance including green channel clearances.

- 2.3.1 Ex-works shipments:** In case of ex- works (EXW) shipments, the consignment shall be lifted by the CSP from the foreign supplier's works for onward shipment to CSIR-NAL. The all-inclusive foreign inland handling/ forwarding and transportation charges, pick-up charges up to nearest gateway Airport in the supplier country including export documentation and other related charges shall be paid at actuals against the supporting voucher.

- 2.3.2 FCA/ FOB Shipments:** In case the foreign supplier agrees to supply the goods on an FCA Gateway Airport or FOB Seaport basis, the consignment shall be handed over by the foreign supplier to the CSP's agent at the nearest international airport or seaport from the supplier's premises/works. The foreign supplier shall bear all inland transportation costs and any related charges up to the point of handing over the material to the CSP's agent. All charges incurred up to the actual boarding of the consignment onto the aircraft at the shipping airport shall be paid and borne by the CSP only. Charges which should be borne by the supplier as per INCOTERMS but not paid will be reimbursed on actual basis subject to prior intimation in this regard.

2.3.3 **CIP/ CIF Shipments:** CSIR-NAL shall reimburse only the Delivery Order charges (when not on console), clearance charges, customs duty (if applicable), and statutory levies, upon submission of relevant supporting documents/receipts.

2.3.4 **Collection of Gift / Free Sample:** At times, gifted or free research samples are required to be collected from concerned individuals or institutions/universities abroad (e.g., in the USA, UK, Germany, Japan, Australia, etc.). The CSP shall be responsible for arranging the pickup of such samples from the respective locations and ensuring their delivery to CSIR-NAL after completion of all necessary customs clearance formalities.

2.4 **Short landing:** In case the cargo is received in short/ damaged condition, the CSP is required to obtain the “Shortage” or “Damage” or “Not Found” or “Not Traceable” certificate from the Airline/ Steamer/ Airport/ Postal/ Courier Authorities and lodge formal claims on behalf of CSIR-NAL after arranging for insurance survey.

2.5 **Inspection of packages and insurance survey:** It is incumbent on CSP to carefully examine all the packages marked for customs examination of each consignment with the respective invoices and measurement/packaging list etc. If, at the time of physical examination of the consignment, any damage or loss of goods is noticed, the same shall be immediately brought to the notice of CSIR-NAL for arranging an Insurance Surveyor for surveying the consignment. CSP will pay fee of the Surveyor and bear expenses for carrying on the survey and the expenditure will be reimbursed to CSP on submission of valid receipts.

2.6 **Delivery:** Immediate safe delivery of the consignment at CSIR-NAL, Bengaluru or any other named place after its clearance from customs authorities.

2.7 Clearance of Shipment/ Consignment

2.7.1 The CSP should clear the consignment within the permissible time period. CSIR-NAL will not reimburse demurrage/ storage/ penalty charges where delay in clearance is not attributed to CSIR-NAL.

2.7.2 Customs clearance of imported consignments including delicate items, perishable items, dangerous goods (DGR), hazardous, radioactive and ODC shipments from International airports & Seaports (Wherever applicable) of Bengaluru, Chennai, New Delhi, Hyderabad or Mumbai/ ICD/ Foreign Post Office and filing of BOE for CSIR-NAL shipments (both import and export).

2.7.3 Customs clearance includes sea consignments also.

2.8 Special arrangements for perishable consignments/ Dangerous (DGR) Consignments

2.8.1 **Perishable Consignments:** CSIR – NAL also imports perishable consumables used in aerospace research. CSP will have to arrange dry-ice stuffing including procurement and filling-up at the storage place at the airport/ post office on its arrival and till their clearance and delivery at CSIR-NAL. CSP has to get Perishable/ dangerous consignments cleared immediately after arrival and deliver them at CSIR-NAL at the earliest possible after clearance. If required, CSP may have to arrange refrigerated van for transportation of highly perishable items from Airport /Seaport to CSIR-NAL. Charges for the same shall be reimbursed on actual basis against receipts. In case, perishable consignment is damaged on account of insufficient dry ice during storage, clearance, or transportation, CSP will be held responsible for the damage and the loss will be recovered from the payments due or any deposited amount.

2.8.2 **Dangerous (DGR) Consignments:** Clearance of dangerous consignments at the airport/ seaport must be completed immediately, adhering to all applicable safety and handling norms. Delivery must be affected as early as possible following clearance.

2.8.3 The Bidder must collect all documents required for clearance from CSIR-NAL, Bengaluru. The Bidder shall be held responsible for any delay in customs clearance, not completed within the free period. The demurrage charges due to Bidder's negligence will not be payable. Similarly, the Bidder shall have to make good to CSIR-NAL, Bengaluru any loss incurred due to negligence or failure on their part to take prompt action in finalization of BoE and clearance of consignment.

2.8.4 The CSP will ensure that correct nomenclature and the H.S CLASSIFICATION as per extant ITC/ Customs Notification are mentioned in the BILL OF ENTRY. The correct product code (HS) verified AND DUTY-FREE ITEMS AS PER Customs Tariff Act cleared without duty. CSIR-NAL is eligible for benefits under Customs Notification 51/96, amendment 43/2017 dated 30 June 2017 and superseded vide Notification No. 45/2025-Customs, dated October 24, 2025

2.8.5 Bank Release Order (for consignments against irrevocable letter of credit) will be delivered only after its receipt from the bank. Custom clearance should be initiated without waiting for bank release order. The invoice towards consolidation & clearance charges along with the Bill of Entry (BoE) in respect of all shipments must be sent to CSIR-NAL within 7 working days of custom clearance.

2.8.6 Clearance of consignments by coordinating with UPS/ Blue Dart/ Fed-Ex or any other courier agency at any city (Mumbai, Delhi, Chennai, Kolkata, Bengaluru and other places as the case may be.)

2.8.7 Clearance of consignments under temporary imports for further exporting to another country (if any).

2.9 Consolidation

2.9.1 Consolidation of the consignments being imported from throughout the world by air/ sea.

2.9.2 The selected bidder will, on the basis of the instructions given in CSIR-NAL's Purchase Orders, contact the suppliers abroad and regularly monitor progress, follow-up the orders and make advance arrangement to ship the consignment promptly.

2.9.3 The selected bidder shall check with reference to Purchase Orders that all consignments/packages received for onward transmission, give requisite information particularly in regard to the following before dispatch:

S. N.	Details
1	Weight and Dimension of consignment
2	Marks & Number of Parcels/Cases
3	Purchase Order number
4	Mode of transport
5	Airport/ Sea Port of Destination mentioned
6	Whether FOB/FCA, Ex-works, CIF/CIP shipment etc.
7	ODC / heavy packages needing special handling arrangements in India

2.9.4 The consignment must be delivered to destination as per CSIR-NAL's advice on the Purchase orders within a day of Customs Clearance at Bengaluru Airport/ ICD. However, delivery in case of spares/ small consignment (except perishable) can be made within Two (2) days, subject to condition that CSP continue to be liable for its safety and upkeep.

2.9.5 Perishable consignment shall be delivered immediately/same day after clearance.

2.9.6 The consolidation of air cargo is permitted provided it does not involve a delay of more than seven working days from the date of receipt of cargo at point of origin and the connected

documents fully completed in all respects, unless a specific date is fixed by CSIR-NAL in specific cases.

- 2.9.7 It shall be ensured that consolidation of Air cargo is done under the correct IATA classification.
- 2.9.8 The CSP shall advise CSIR-NAL the following details w.r.t Purchase Order number in advance of landing of consignments (Pre-Alert):

Sr. No.	Details
1	MAWB (Master Airway Bill)/MBL (Master Bill of Lading)
2	HAWB (House Airway Bill)/HBL (House Bill of Lading)
3	Copy of Supplier Invoice
4	Copy of Packing List (if any)
5	Freight details (if any)

- 2.9.9 The CSP shall further keep CSIR-NAL posted with all information regarding readiness of the consignments for dispatch, expected date of arrival and other allied information.
- 2.9.10 The CSP shall also be responsible and accountable for proper safety, care, handling and storage of goods while in their custody. The CSP shall be liable to fully compensate CSIR-NAL for any loss, or damage, or destruction of the goods while in their custody.
- 2.9.11 To enable the CSP render the services as stated above, CSIR-NAL agrees to send the CSP, copies of individual orders for goods placed on their suppliers with a clear instruction through whom the carriage has to be routed. CSIR-NAL shall ensure that majority of purchase orders on their overseas suppliers are placed on FOB/ FCA Gateway International Airports.
- 2.9.12 The CSP shall ensure that the trans-shipment of the cargo is done to the correct destination to which it is booked. In the event of any cargo landing at wrong destination, the CSP shall take necessary steps for diversion with proper documents to the correct destination with minimum delay, in any case not exceeding a week's time. The CSP shall bear the diversion charges/demurrage charges and other charges, if any.
- 2.9.13 All consignments collected by the Overseas Associates for consolidation during the period of Contract shall be collected by the CSP's overseas associates and handed over to CSIR-NAL without any pre-condition. Bills of the CSP will be paid as per the contract.
- 2.10** Copies of import purchase orders will be provided to the CSP and they have 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 CSIR-NAL, Bengaluru 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 control 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 its console.
- 2.10.1 To provide timely information (pre-alert) regarding dispatch and other relevant information to the CSIR-NAL, Bengaluru.
- 2.11 To facilitate specialized packing from all kinds of the materials as per the IATA and International packaging standards.
- 2.12 Smooth transportation of special type of projects materials i.e. voluminous and heavy packages, radioactive, sensitive and hazardous materials etc.

2.13 Re-export and Re-import:

- 2.13.1 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 during warranty and post-warranty period.
- 2.13.2 Bidder must also arrange of export compliant packing etc. of such items, if required by CSIR-NAL at any time.
- 2.13.3 All procedural formalities for Exports with Customs will be required to be done by the CSP.
- 2.13.4 The CSP should advise and collect the requisite documents from CSIR-NAL for export and arrange for transportation of the packed consignment from CSIR-NAL for onward dispatch to the consignee on freight-to-pay/pre-paid basis as the case may be and obtain endorsement on the export Bill of Entry, to facilitate its re-import without levy of any Custom Duty.
- 2.13.5 Import / Export of consignment imported temporarily for inter comparison of standards, research and other purpose.
- 2.13.6 Import / Export of Containerized/ individual cargo for international by sea or air.
- 2.13.7 Any other job in connection with the consolidation & clearance of the consignments from customs authorities.
- 2.13.8 Charges for services as required above will be paid on a case to case pre approval basis wherever they are not covered within the scope of this bid document.
- 2.13.9 Similar services will also be required for sending/ receiving items (to and fro CSIR – NAL) through domestic transportation to different institutes / organizations or firms within India (for R&D/ repair / fabrication / Exhibitions / Demonstrations etc.) and charges for same will also be reimbursed on a case-to-case pre approval basis.

2.14 Transit Insurance for Console Shipments

- (a) Arranging transit insurance (from shipper's Warehouse to CSIR NAL's Warehouse) on 110% of CIF value from any Insurance Company covering all transit risks including wars, strikes, riots, civil commotion which should be valid till 30 days after receipt of consignment at CSIR-NAL. Insurance charges will not be considered for evaluation of lowest bidder. The insurance should be done as per institute Cargo Clause A.
- (b) The expenditure incurred towards transit insurance shall be reimbursed as per Contract against original supporting vouchers and individual insurance certificates on 110% of CIF value.
- (c) Transit insurance shall also be required to be arranged in case of exports, if required.
- (d) Any kind of loss or damage to the consignment will be the CSP's responsibility for recoupment. However, necessary documents on this account to be prepared by the CSP will be signed by CSIR-NAL in the capacity of consignee/importer. The insurance claims, if any must be followed up with the concerned insurance company till final settlement.
- (e) Insurance should be arranged from shipper's Warehouse to CSIR-NAL Stores for Imports & vice versa for Exports.
- (f) Insurance should be arranged at the time of pickup of consignment and copy of the insurance coverage should be sent to us immediately before shipment.
- (g) For the consignments of high value/sophisticated equipment, CSIR-NAL prefers to have storage insurance coverage till its installation at the designated site. For this purpose, the bidder has to arrange for coverage of this requirement on the same rate fixed for import and export of shipment.
- (h) Such insurance will also be arranged for items / services described at 2.13.8 and 2.13.9 above on a case to case basis on pre-approval basis.

2.15 Inspection facility: CSP shall, if required by the CSIR-NAL, 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 inspection of the packing/labelling/marking etc. (as per international packaging standards and norms).

2.16 The successful bidder will have to arrange shipment for all the import/ export consignments of CSIR-NAL, Bengaluru or any other named place in India as per the related INCOTERM mentioned in our order.

B. QUALIFICATION AND ELIGIBILITY CRITERIA

Bidders who fail to submit the documents specified under the “Qualification and Eligibility Criteria” shall be **summarily rejected**. Certificates etc. for which marks are mentioned against them are not mandatory in nature but carry marks for the purpose of technical evaluation.

2.17 Licenses:

- 2.17.1 The bidder must possess a valid Custom House Agent (CHA) License in its own name, registered with the customs authorities at Bengaluru, Chennai, and Mumbai. Copies of the valid registration certificates must be enclosed with the tender submission. In addition a bidder having CHA license in Hyderabad and Delhi will be awarded 5 marks each being a non-mandatory criteria.
- 2.17.2 Bids submitted through third parties, intermediaries, business partners or entities, sister concerns, or other entities citing their edibility and experience etc. will not be accepted and will be rejected summarily.

2.18 Certifications:

- 2.18.1 Valid Authorized Economic Operator (AEO) certification issued by the Central Board of Indirect Taxes and Customs (CBIC) – **10 marks**
- 2.18.2 ISO 9001:2015 or higher quality certification – **5 marks**

2.19 Professional Membership:

- 2.19.1 International Air Transport Association (IATA)
- 2.19.2 Federation of Freight Forwarders Associations (FIATA)
- 2.19.3 World Cargo Alliance (WCA)
- 2.19.4 Multimodal Transport Operator (MTO) registration – **5 marks**

Documents for the above memberships/ registrations shall be enclosed with the technical bid.

2.20 Experience:

- 2.20.1 Minimum five years consecutive years of continuous experience, immediately preceding the date of publication of this tender, in executing similar work as defined in the Scope of Work, under its own name, in any of the Government R&D organizations such as CSIR institutes, DAE institutes, ISRO, DRDOs, IITs, etc. **Please attach valid documentary proof of such experience with the technical bid only.**
- 2.20.2 Bidders failing to submit valid documentary proof of experience in Government R&D departments/organizations along with the technical bid will be summarily rejected. No additional documents or clarifications in this regard will be accepted after the opening of the technical bids, and reasons for rejection will be communicated to the concerned bidder.

2.21 Bidder Office Location:

- 2.21.1 Most of CSIR-NAL consignments arrive at Bengaluru. The bidder must have office and uninterrupted consignment clearance arrangements at Bengaluru Airport / ICD.
- 2.21.2 The bidder shall be a registered CHA in its own name with the Bengaluru Airport/ ICD authorities for a minimum of two years and have an office in Bengaluru.
- 2.21.3 Bidders must enclose proof of operational offices in Bengaluru, Chennai, and Mumbai. Failure to provide such proof shall lead to rejection of the bid.

2.22 Financial Turnover:

- 2.22.1 The bidder must have a minimum financial turnover of ₹5.0 crores in each of the last three financial years, as the total value of export/import shipments handled for CSIR-NAL, Bengaluru is expected to exceed ₹50 crores annually.

- 2.22.2 The bidder shall submit audited financial statements for the last three financial years as proof of turnover.
- 2.22.3 A solvency certificate from the bidder's bank, not older than six (6) months, must be enclosed with the technical bid.

2.23 Forwarding & Consolidation Network:

- 2.23.1 The bidder must have a network of cargo forwarding and consolidating agents in all major countries, including but not limited to USA, UK, Germany, Japan, France, Switzerland, Hong Kong, Canada, Norway, Sweden, Austria, Ireland, Australia, New Zealand, Singapore, Denmark, and Italy.
- 2.23.2 The bidder shall submit documentary proof to substantiate the existence of such a network along with the technical bid.
- 2.23.3 The bidder must have arrangements for all risk covered warehouse in Bengaluru where consignments cleared after working hours can be safely stored for delivery on the next working day.

2.24 Payment of Freight Charges:

- 2.24.1 The successful bidder shall pay the applicable freight charges up to ₹5,00,000 (Rupees Five Lakh only) on behalf of CSIR-NAL, whenever the shipment is arranged through their freight forwarding or consolidation arrangement. Such freight charges will be reimbursed to the contractor at actual, upon submission of the bill along with original supporting vouchers.
- 2.24.2 In case the freight charges exceed ₹5,00,000 (Rupees Five Lakh only) for any consignment, the agent shall intimate CSIR-NAL in advance regarding the amount payable, based on the Purchase Order/Invoice, so that the necessary funds can be arranged in a timely manner. Any delay in notifying CSIR-NAL about the freight payable will be the responsibility of the agent. No claim or plea on account of delay in arranging the freight amount shall be entertained.
- 2.24.3 In case of excess payment of freight charges, CSIR-NAL reserves the right to recover the excess amount from the invoice submitted for claim.
- 2.24.4 For items sent through sea, freight charges shall be applicable as per the proforma invoice and such shipments shall be approved in advance on a case-to-case basis.

2.25 Payment of Custom Duty & IGST:

- 2.25.1 The successful bidder shall pay Customs Duty & IGST up to ₹1,00,000 (Rupees One Lakh only) in each case on behalf of CSIR-NAL. This will be reimbursed after clearance and delivery of the consignment upon submission of the invoice. NO RUNNING ADVACE OF THIS PURPOSE SHALL BE PROVIDED.
- 2.25.2 Bills for reimbursement submitted separately by the CSP will be given priority for processing by CSIR-NAL.
- 2.25.3 In cases where the total outstanding, non-reimbursed customs duty exceeds ₹10,00,000/-, an advance of customs duty may be provided on a case-by-case basis, against submission of the duty assessment document even if such amount is less than Rs. 1 lakh.
- 2.25.4 Advance of customs duty & IGST shall be provided only if such amount exceeds Rs. 1 lakh in each case.

2.26 Blacklisting / Suspension:

- 2.26.1 Any firm that is blacklisted or debarred with CSIR or any other government organization (including customs, income tax, or other statutory authorities) is not eligible to apply. Bids from such firms will be summarily rejected.
- 2.26.2 A bidder must not have its CHA license suspended in Bengaluru, Chennai, Mumbai in the preceding three years where consignments are normally cleared.

2.26.3 Non-disclosure of any such information will result in, Disqualification of the bid and action as per BSD at the bidding stage, Termination of the contract (if awarded) without notice, Imposition of penalty for damages incurred during the contract and Recovery of any outstanding amounts due to CSIR-NAL.

2.27 Performance Security (PS): The successful bidder has to submit the performance security of Rs. 10 lakhs valid for 62 months in favour of The Director, CSIR-NAL, Bengaluru.

2.28 Non-Interruption of Services: In the event of any dispute or disagreement arising during the contract period, the CSP shall continue providing services as per the terms of this contract, if required by CSIR-NAL, Bengaluru, during the pendency of the dispute. The CSP shall not withhold or retain any consignments on account of such dispute or issue under any circumstances. The CSP shall submit a written undertaking to this effect along with the technical bid. Failure to submit this undertaking may result in disqualification of the tender.

QCBS MARKS CRITERIA FOR DECIDING OVERALL EVALUATED LOWEST (L1) BIDDER BASED ON SPECIFIED QUALIFICATION AND FINANCIAL PARAMETERS

S.N.	Criteria Description	Marks	Scoring Methodology
MARKS TO BE AWARDED BASED ON TECHNICAL BID (TS)			
01	Experience (Document: Certificate of incorporation /PAN/ any other document)	10	<ul style="list-style-type: none"> • Less than 3 years = 0 marks • 3 to 5 years = 5 marks • 5+ years = 10 marks
02	AEO, ISO Certification, and MTO Registration	20	<ul style="list-style-type: none"> • 10 marks for AEO and 5 marks each for ISO and MTO
03	Bangalore Office (Minimum 2 years) (Document: Self declaration/ GST Registration etc.)	10	<ul style="list-style-type: none"> • Less than 2 years = 0 marks • 2 to 5 years = 5 marks • 5+ years = 10 marks
04	CHA License in New Delhi & Hyderabad	10	<ul style="list-style-type: none"> • 5 marks for each location
05	Number of cases cleared under Custom Not. No. 51/96 or equivalent for any Govt. organization during last 5 years (Document: Self declaration/ client letters / BE numbers etc.)	20	<ul style="list-style-type: none"> • 50 or less = 0 marks • 50 to 300 = 10 marks • 301 to 500 = 15 marks • More than 500 = 20 marks
06	Yearly Financial Turnover during last 3 years (Document: Auditor's certificate / Balance sheet etc.)	10	<ul style="list-style-type: none"> • Less than 5 crores = 0 marks • 5 crores to 10 = 5 marks • 10+ crores = 10 marks
07	Cumulative Customs Duty to be paid on behalf of CSIR-NAL (Document: Self declaration)	20	<ul style="list-style-type: none"> • Less than Rs. 2 lakhs = 0 marks • Rs. 2 lakhs = 4 marks • 2 marks for every additional Rs. 1 lakh beyond that
		100	Min. Qualifying Marks = 50
MARKS TO BE AWARDED BASED ON FINANCIAL/ PRICE BID (FS)			
01	Discount on applicable IATA TACT rates	100	
	Financial Score Normalization Let F_i = Total financial points (out of 100) of bidder i. Let F_{max} = Highest financial points. Normalized Financial Score: $FS_i = \left(\frac{F_i}{F_{max}} \right) \times 100$		

- *CSIR-NAL reserves it right to seek further clarification to verify self-declarations, if felt necessary*
- *Firms meeting Eligibility and Qualification criteria as specified in this bid document and scoring Minimum 50 marks at the Technical Evaluation stage will be shortlisted for opening of the Financial / Price Bid. Methodology for scoring is given below:*

COMBINED QCBS SCORE (Final Ranking): Final Score for each bidder:

$$\text{Combined Score } (CS_i) = 0.50 \times TS_i + 0.50 \times FS_i$$

Bidder with highest Combined Score (CS) shall be declared L-1 and recommended for award of contract.

C. SERVICE REQUIREMENTS

2.29 Document collection:

The CSP shall maintain close liaison with CSIR-NAL, Bengaluru on a regular basis. The CSP shall arrange for the collection of all relevant documents whenever requested by CSIR-NAL—whether communicated telephonically, via email, or otherwise—to ensure the timely finalization of the Bill of Entry. The CSP shall ensure that all Bills of Entry are filed with the customs authorities in accordance with prevailing laws and regulations, including correct classification codes.

2.30 CSP staff:

The CSP shall depute one of its employees to maintain daily contact with the Purchase Department of CSIR-NAL, Bengaluru for all matters related to consignment clearance, documentation, and related services. The deputed employee shall make all necessary arrangements in advance to ensure the proper handling of clearance documents and timely delivery of consignments to the destination/site of CSIR-NAL, Bengaluru. The CSP shall indemnify CSIR-NAL, Bengaluru against any loss, damage, or liability arising to or on account of the deputed employee while performing duties under this contract. CSIR-NAL, Bengaluru shall not be held responsible for any injury, loss of life, or damage to the contractor's employee due to any unforeseen incident within the CSIR-NAL campus. All such liability shall rest solely with the CSP.

2.31 Custody and short landing:

The successful CSP shall be solely responsible for the safe custody of all consignments cleared under this contract until they are properly delivered to CSIR-NAL, Bengaluru, or its regional center(s). In the event of short landing of cargo or any discrepancy in the consignment, the CSP shall, file a "Not Found" or "Not Traceable" notice with the concerned airline or authorities. Obtain the "Not Traceable Certificate" or equivalent documentation. Lodge a formal claim on behalf of CSIR-NAL, Bengaluru with the relevant airport/airline authorities. Submit all necessary supporting documentation and keep CSIR-NAL, Bengaluru informed throughout the process. The CSP shall ensure that all such claims and follow-ups are completed promptly and efficiently to safeguard the interests of CSIR-NAL.

2.32 Consignment examination:

The successful CSP shall carefully examine all packages marked for customs inspection for each consignment, verifying them against the respective invoices, measurement lists, and packing lists. In the event of damage, loss, or shortage observed during the physical examination of any consignment, the CSP shall, immediately notify the concerned airline or airport authority. Lodge a formal claim on behalf of CSIR-NAL, Bengaluru with the appropriate authorities. Pay any related surveyor or inspection fees/charges required to carry out the survey. Inform CSIR-NAL, Bengaluru on priority regarding the incident. The CSP shall ensure that all such claims and follow-ups are handled promptly and efficiently, safeguarding the interests of CSIR-NAL, Bengaluru.

2.33 Consignment Delivery:

The CSP shall deliver consignments to CSIR-NAL, Bengaluru during office hours, as far as possible, i.e., 9:00 A.M. to 5:00 P.M. Dangerous (DGR) and perishable consignments must be handled in strict compliance with all applicable safety and handling precautions. In such cases,

the CSP shall provide advance intimation to CSIR-NAL, Bengaluru, to enable proper arrangement and preparedness at our end for receiving and handling the consignment safely.

SPECIAL NOTE: Due to security reasons, there might be delays related to entry / exit of the delivery vehicle pending proper verification and coordination by the Security Staff with the Stores & user departments. Prospective bidders must account for these while submitting their bids. Delivery vehicle can be held up in the premises up to few hours during such deliveries.

2.34 Delivery of consignments Manpower, Equipment Handling, loading, unloading and Safety

- 2.34.1 The CSP shall arrange sufficient manpower for loading and unloading of consignments. The CSP shall ensure that equipment/items are moved safely, including to multiple floors if required, taking into account the size and weight of the items. Handling heavy or delicate items may require deployment of a larger labour force. The safety of the equipment and personnel involved in loading, unloading, and handling shall be the sole responsibility of the CSP. The CSP shall conduct a location survey in advance to plan and arrange adequate manpower and resources for safe and efficient handling of consignments.
- 2.34.2 CSP shall arrange delivery of the consignments at the earliest possible point of time. Delivery to be affected during working hours, as far as possible.
- 2.34.3 As far as possible, cranes, forklifts etc. can be provided from CSIR-NAL and wherever due to special nature of the consignments, such arrangements are required to be made from outside, payments shall be made against vouchers.
- 2.34.4 In case of odd/heavy consignment, CSP shall inform in advance about delivery of shipment to enable CSIR-NAL to arrange unloading accordingly.
- 2.34.5 In respect of perishables, CSIR-NAL will accept delivery beyond office hours and on all holidays. CSP shall inform CSIR-NAL of such exigencies immediately.
- 2.34.6 CSP shall arrange requisite manpower for unloading, shifting, or moving the consignments, at CSIR-NAL.
- 2.34.7 **Safe custody of CDEC:** If required, CSIR-NAL may provide copies of CDEC in advance to facilitate faster clearance. CSP shall ensure safe custody and proper use of these certificates. CSP will have to provide a monthly report of the deliveries of consignments against them. The unused CDEC should be returned in original to CSIR-NAL.

2.35 Customs Query:

- 2.35.1 The CSP shall equip itself in advance with all necessary information required to answer customs queries. The CSP shall respond promptly to all oral/verbal and written queries. If clarification from CSIR-NAL is required, the CSP shall communicate the queries to CSIR-NAL on the same day they are raised. Any storage or demurrage charges incurred due to delays in communicating queries to CSIR-NAL shall be borne entirely by the CSP. Any damage caused to CSIR-NAL due to such delays shall be made good by the CSP.
- 2.35.2 The CSP shall attend to customs queries with the assistance of CSIR-NAL, ensuring accurate and timely responses.
- 2.35.3 The CSP shall process all consignment documents through customs expeditiously to ensure demurrage/storage-free clearance and complete all formalities with Customs, KIAL, and carriers for prompt delivery to CSIR-NAL.

2.36 Future Scope:

- 2.36.1 The CSP contract shall initially cover Bengaluru and other designated airports/seaports. CSIR-NAL may also engage the CSP for customs clearance or related services in other cities as and when required, under the same terms and conditions of the contract.

D. OTHER TERMS & CONDITIONS

2.36.2 **Yardstick for annual performance:** Following points will be used to evaluate the performance of the successful bidder:

2.36.3 Demurrage / storage charges paid or avoided and circumstances thereof.

2.36.4 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-NAL, Bengaluru and expeditious clearance and delivery of the consignments to CSIR-NAL, Bengaluru.

2.36.5 Any commercial dispute or pending legal or other dispute with CSIR-NAL.

2.36.6 Any case of negligence or non-performance of the contractual obligations on the part of the CSP.

2.37 Exporting country charges:

2.37.1 CSIR-NAL, Bengaluru will not bear or reimburse any inland handling, forwarding, or similar charges incurred within the exporting country. Only the costs and responsibilities defined under the latest INCOTERMS for FOB will apply. Any additional costs beyond that scope are to be borne by the supplier/exporter.

2.37.2 For EXW (Ex Works) Orders: CSIR-NAL, Bengaluru will reimburse the Consignment Service Provider (CSP) for inland handling or forwarding charges in the exporting country. Such reimbursement will only be made upon submission of valid documentary proof (e.g., invoices, receipts, or supporting documents) for those charges.

2.37.3 A copy of the Purchase Order (PO) will be sent by CSIR-NAL, Bengaluru to the CSP (by email or post).

2.37.4 The CSP is solely responsible for, Coordinating with the foreign supplier and their associates, ensuring timely execution and shipment of the consignment and meeting the delivery deadline specified in the PO.

2.38 IATA Rates:

2.38.1 All forwarders are to charge the freight charges on the basis of IATA rates which as per TACT. The latest version of IATA rates from respective country of import should be considered as the reference, while offering discount on forwarding/ consolidation rates. (A copy of the IATA rates adopted for the purpose of offering discount should be enclosed with the Technical Bid.) Under no circumstances should these rates be more than those specified in latest IATA Tact Book. The Bidder should furnish an undertaking to this effect on their letterhead. The consignment should be shipped in the first available console of the Airline to Bengaluru International Airport.

2.38.2 In the event of revision in IATA rates or any of the above charges the percentage of revision shall be proportionate to such change. The bidder must advise CSIR-NAL of the manner in which such revision has been arrived at. Necessary documentary proof for such revision must be submitted.

2.38.3 The CSP must furnish details to CSIR-NAL of the manner in which such revision has been arrived at. The necessary documentary proof for such revision must be submitted. Wherever circulars are not available such statutory charges will be allowed after verifying based on statutory charges as reflected in Master Airway Bill and relevant supporting vouchers in proof. However, if during verification charges claimed by CSP are not found to be in order/correct, inadmissible amount will be disallowed.

2.38.4 The Bidder, in the price schedule should offer a fixed single standard/ flat discount on IATA rates, which should be 'In Percentage' only, applicable for all countries and all weight slabs. The offers of the Bidders will be evaluated on the basis of the percentage of discount and not on individual rates for weight slabs from different countries. Offers/ bids with discounts subject to any conditions imposed by the bidder or in any other format will be rejected outright. (A copy of the IATA rates adopted for the purpose of offering discount should be enclosed with the Price Bid.) The rates must be quoted according to the format only; otherwise, the Bid will be rejected.

2.39 Continuation of services during pendency of payment of bills:

CSIR-NAL, Bengaluru 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 CSIR-NAL, Bengaluru. CSP should have adequate financial standing to continue clearance activities during pendency of payment of bills.

2.40 Short-listing and tenure of contract:

Bidders should provide all the supporting documents mentioned above, failing which their bid will not be considered for short listing. Initially the contract will normally be awarded for five years renewable on annual basis subject to satisfactory performance, which may further be extended, curtailed or re-negotiated depending upon the performance of the CSP.

2.41 Bill payment:

2.41.1 The CSP will submit its bills to CSIR-NAL, Bengaluru only as per the rates, terms and conditions agreed under the contract. No other charges other than that agreed under the contract will be payable. Separate receipts shall not be required in support of agreed charges. Other charges, if any shall only be paid against valid receipts. 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-NAL, Bengaluru. CSIR-NAL, Bengaluru 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-NAL, Bengaluru due to oversight/excess claim by the contractor, the successful contractor will be liable to refund the same immediately to CSIR-NAL, Bengaluru.

2.41.2 CSIR-NAL agrees to pay the Bidder fixed clearance charges per Bill of Entry as Agency Charges for customs clearance of air/sea/courier/post parcel/High Sea Sales Consignments. This charge includes all expenses required to be incurred for the purpose of clearance which may include charges collect fees, break bulk fees, examinations fees, unpacking & re-packing charges, handling charges, TSP, EDI/ documentation charges, transportation charges (for consignment up to 200 Kgs) & any other charges incurred during clearance of consignment.

2.41.3 The rate is firm and fixed for any consignment whether dangerous, ODC, hazardous, radioactive, perishable, etc.

2.41.4 All consignments cleared in Bengaluru shall be required to be delivered at CSIR-NAL, Stores without any extra cost towards transportation charges for consignment up to 200 Kgs. However, transportation cost for consignments weighing more than the minimum kilograms and from outstations (irrespective of weight) shall be payable at actuals against supporting vouchers.

2.42 Freight Charges:

2.42.1 For the purpose of calculating the airfreight, the following provisions shall apply:

S. N.	Details
a)	Volume weight: 6,000 cubic centimetres or 366 cubic inches shall be deemed to equal one kilogram
b)	Rates shall be applied on the actual gross weight or the volume weight mentioned above whichever is greater
c)	Fractions of a kilogram or units shall be charged to next half kilogram
d)	In case of minor weight differences between the supplier's invoices weight and the HAWB weight, the weight indicated on the HAWB shall be the basis for payment of freight charges.
e)	If any dimension of a consignment exceeds 307cms X 192 cm X 158 cm such consignment shall be treated over dimensional (ODC).

2.42.2 The weight for the purpose of **Freight** & Clearance from airport will be the "**Chargeable Weight**" of the consignment. However, for payment of charges towards transportation in India the weight will be the **Gross Weight** as per MAWB/ HAWB/Packing List.

2.43 **Delay in filing documents:** CSP shall be responsible for any delay in filing BE with customs authority and/or not notifying CSIR-NAL of discrepancy, if any, in the documents. The storage/demurrage Charges (other than handling Charges) for the entire period of delay due to deficiency or negligence in service on the part of CSP will have to borne by CSP. Further, CSP will have to make good loss/damage, if any, suffered by CSIR-NAL on account of delay due to deficiency or negligence of service attributable to CSP in filing BE and/or clearance of consignments.

2.44 Payments:

2.44.1 CSIR-NAL will make payment to the selected CSP (Lowest Evaluated Bidder) within 30 business days of receipt of invoice together with all documents/vouchers in terms of the agreement with the CSP.

2.44.2 The payment shall be effected through NEFT/RTGS after deducting TDS.

2.44.3 **Agency Charges:** CSIR-NAL agrees to pay the CSP fixed clearance charges per Bill of Entry of Rs.5000/- as Agency Charges for customs clearance of AIR/SEA consignment. This includes all expenses required to be incurred for the purpose of clearance which may include, charges collect fees, break bulk fees, transportation charges etc. GST shall be paid at the applicable rates. No other expenses towards clearance shall be payable by CSIR-NAL under any circumstances. This rate is firm and fixed for any consignment whether dangerous, ODC, hazardous, radioactive, perishable, etc.

2.44.4 Transportation Charges

- (a) All consignments cleared at KIAL or ICD Bengaluru shall be required to be delivered at CSIR-NAL Stores, without any extra cost towards transportation charges up to 200 Kgs (Gross Weight).
- (b) The consignment/s with Gross weight of more than 200 kgs, will be reimbursed at actuals against supporting vouchers of the transporter.
- (c) The applicability of the transport charges shall be assessed on the basis of gross weight only. GST will be payable extra as applicable. The consignment after clearance from

airport should be delivered at our CSIR-NAL Stores **within a day of Clearance, except in case of perishable.** In case it is felt that the cargo may reach CSIR-NAL beyond office hours, the CSP shall intimate in advance to keep the premises open on account of security reasons.

2.44.5 Payment of Custom Duty

- (a)** Though CSIR – NAL is working out modalities to arrange direct remittance of customs duty and IGST to the customs authorities, but keeping in view the need to clear the items within the demurrage/ penalty free period, the CSP shall have to pay the applicable custom duty up to Rs.1/- Lakh (Rupees One Lakh in each case and up to Rs. Ten Lakhs total for multiple consignments) on behalf of CSIR-NAL whether the shipment is through their consolidation or otherwise, which will be reimbursed along with the bill against original supporting vouchers. Higher marks will be awarded in QCBS score if the payment exceeds of Rs. 5 lakhs.
- (b)** In case the amount of Custom Duty is more than Rs 1 lakh [Rupees one lakh only] on any consignment, then the CSP shall intimate CSIR-NAL about the amount involved in Customs Duty in advance on the basis of Purchase Order/Invoice so that the Customs Duty can be arranged well in advance. Any delay in intimating CSIR-NAL about the duty payable shall be to the account of CSP. No plea on account of delay in arranging the customs duty shall be accepted.
- (c) Excess remittance of customs duty:** CSP is required to actively follow-up cases of recovery of excess duty paid to customs.

2.44.6 Payment of Hazardous/Perishable/Dangerous Shipment

Hazardous/Perishable/Dangerous shipments will be paid as per IATA rates subject to prior declaration by shipper/CSIR-NAL's supplier w.r.t. nature of cargo (DGR/Hazardous etc). It shall be specifically indicated in the invoice and relevant documents.

2.44.7 Payment of Transit Insurance

CSIR-NAL agrees to re-imburse the Bidder Insurance charges on 110% of CIF value levied by the Insurance Company and as reflected in the Invoice of the Insurance Company. No GST will be paid extra.

2.45 Submission of bills:

- 2.45.1** CSP shall tender, by hand, in the format prescribed by CSIR-NAL, pre-receipted bills once in a week for service provided to CSIR-NAL. A checklist and documents in support of various charges (other than contractually agreed charges as per Format of Rates) indicated in the bill should accompany each bill.
- 2.45.2** Personnel authorized by CSIR-NAL will acknowledge receipt of the bills after due verification of enclosures. Bills that are returned by CSP on account of deficiencies will contain remarks about deficiencies. Incidence of storage/demurrage Charges attributed to oral/verbal queries of customs authorities shall not be claimed by CSP.

2.46 Amount claimed in the bill:

The bills should be tendered only for sums entitled under this contract.

2.47 Payment of bills:

2.47.1 CSIR-NAL shall make every effort to examine and arrange payment of bills within 30 days of receipt. However, delay in settlement of payments shall not be accepted as valid ground for CSP to delay clearance of consignments and/or make any advance payment to CSP. It is clearly and specifically understood that storage/demurrage Charges incurred on account of delay in clearance of consignments on grounds of delay in payment of bills on the part of CSIR-NAL, will have to be borne by CSP. All the bills will be admitted by CSIR-NAL only for the sums entitled under this contract. CSIR-NAL does not undertake to communicate, to CSP, reasons for partial or non-admission of one or more claims made in the bills.

2.47.2 The admissible expenses towards air/sea freight, pick up charges etc., would be paid in INR as per the exchange rate adopted for the assessment of Custom Duty on the date of filing of Bill of Entry.

2.47.3 The payment of Airfreight, Customs Duty, Insurance Premium, clearance charges, and pick-up charges, if any, etc. will not be made if the consignment is in damaged condition both externally or internally. However, the payment will be released only after the amount is recouped from the insurance company. CSIR-NAL will not bear/pay any demurrage charge on account of any delay in clearance attributable to clearing agent or their freight forwarder.

2.47.4 In case, a perishable consignment is found damaged due to faulty packing, insufficient dry ice, etc. during clearance; Bidder shall be held accountable for the loss. The cost of dry ice, if required for repacking shall be reimbursed at actuals against supporting vouchers.

2.47.5 Only Delivery Order Charges (when not on console) and statutory levies will be paid by CSIR-NAL for CIF/CIP shipment s against supporting documents/receipts.

2.48 Demurrage/Storage/Penalty/Interest Charges

The charges will not be paid in cases where delay in clearances are attributable to CSP. Safe custody of the consignment cleared is the responsibility of the CSP until it is delivered in good condition to CSIR-NAL Stores/Site, Bengaluru

2.49 Other charges / levies:

2.49.1 All Statutory charges on Air/Sea Freight will be reimbursed at actual against supporting vouchers.

2.49.2 All other statutory charges on Air freight / Sea Freight levied by the carrier / airliner will be reimbursed proportionately at actuals (on chargeable weight) stipulated in MAWB. MAWB is required to be submitted for reimbursement of statutory charges levied by Airline / Airport authority or Government in their sovereign capacity which includes:

(a)	Port charges (Airport / Sea Port in India)
(b)	Fuel Surcharges (FSC)
(c)	Security Surcharges (SSC)
(d)	IAAI Charges* <small>*The IAAI Charges shall be restricted to the storage Charges applicable during the free period only.</small>
(e)	Ex-works charges

2.49.3 These charges should be supported by the circulars issued by the concerned authorities. The prevailing rate sheet should for these charges should be included in the Price Bid.

2.49.4 All-inclusive foreign inland handling/forwarding, transportation and pick-up charges up to the nearest gateway airport in the supplier's country shall be paid by CSIR-NAL. No other charges shall be payable by CSIR-NAL for ex-works shipment.

2.49.4 The overseas associates shall follow all the statutory provisions from time to time in their country of operation pertaining to export of the consignment to CSIR-CSIR-NAL.

2.50 INCOTERMS: All INCOERMS used in the Bidding Document will have the meaning as described in INCOTERMS 2020, issued by ICC.

- 2.50.1 Any other job in connection with the consolidation & clearance of the consignments from customs authorities.
- 2.50.2 The Agent should provide details of their associates abroad in the gateway international airports and any change in the dealing parties should be communicated immediately to CSIR-NAL with full details and particulars.
- 2.50.3 The Bidders must have their own arrangements of warehousing, insurance, pick-up and delivery within the country and also in the exporting country. Details of these facilities in India should be given for proper evaluation.

2.51 Efficiency rating of CSP: CSIR-NAL's yardstick for judging the efficiency of CSP will be as follows:

- 2.51.1 CSIR-NAL expects that bidder should have good reputation in the market, must have good rapport with the custom authorities to avoid / minimize delay in custom clearance, and not refer petty matters to CSIR-NAL.
- 2.51.2 Minimizing / altogether eliminating payment of demurrage charges for duration beyond free time.
- 2.51.3 Coordinating with customs / carrier and obtaining Cargo Arrival Notice (CAN) within a day and forwarding CAN to Stores & Purchase Department of CSIR-NAL.
- 2.51.4 Expeditious clearance and delivery of consignments to CSIR-NAL after receipt of all the documents from CSIR-NAL.

2.52 Follow-up of shipments:

- 2.52.1 Copy of the order placed by CSIR-NAL on foreign supplier will be forwarded to CSP. It is the sole responsibility of the CSP to follow up the matter with its foreign associates and foreign supplier to ship the goods with in delivery schedule.
- 2.52.2 Obtain the Cargo Arrival Notice even for non-console consignment, Delivery Order, and prepare necessary customs documents in consultation with CSIR-NAL and collect the requisite documents from of CSIR-NAL to complete customs formalities without delay or penalty.

2.53 Non exclusivity: It is specifically made clear and understood that this contract shall not vest exclusive rights to the CSP to provide services to CSIR-NAL during the tenure of this contract. Notwithstanding this agreement, CSIR-NAL, Bengaluru 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. Even parallel contract can be extended with other CSP.

2.54 Bid acceptance and jurisdiction: Director, CSIR-NAL, Bengaluru, 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 Bengaluru only.

DOCUMENTS COMPRISING THE BID:

I. TECHNICAL BID

Sr. No.	Documents
1	Earnest Money Deposit in the form of Bid Securing declaration
2	Bidder Information Form
3	Bid Form – without mentioning price and discount
4	Performance Statement Form: The list of the Customers (at least 2) (with their full address, e-mail and telephone numbers) where similar nature of services was rendered to any Government Department / CSIR Labs. /Public funded Autonomous Bodies/Hospitals with Certificate of successful Performance from them.
5	Bidders Undertaking
6	Eligibility Certificate, Non-Black Listing and No Relation Certificate
7	Solvency Certificate from Bank
8	Letter duly signed by the authorized person and stamped addressed to the Director, CSIR-NAL, Bengaluru indicating the local office and name of authorized person and his contact number at Bengaluru along with similar details in respect of their offices located at Mumbai, Chennai and New Delhi
9	Copy of Customs House Agent- License (CSP) in their own name registered with Customs at Bengaluru, Chennai, Mumbai and New Delhi valid as on date of opening of Technical Bids.
10	Copy of Consolidation License/Certificate in their name or firm directly owned by / belongs to same group of bidder Company/ firm.
11	Copy of IATA Registered Membership, FIATA, WCA, AEO and MTO Registration Certificate issued by Ministry of Shipping, Road Transport and Highways, valid as on bid opening date
12	Copy of ISO 9001 (2005 or later) Quality Management System Certification.
13	Copy of Goods & Services Tax Registration Certificate and PAN
14	The names, addresses, contact numbers, email ids, fax no of all the associates in the different gateway International Airports located in different countries
15	Bidder's commercial terms without disclosing any price / discount elements
16	Audited Balance Sheet duly certified the chartered accountant
17	Undertaking on the Letterhead confirming submission of Performance Security
18	IATA Rates
19	Compliance/Deviation Statement

II. PRICE BID

Sr. No.	Documents
1	Price Schedule
2	Bid Form mentioning price and discount

The documents comprising bid should be submitted in the above sequence in orderly manner.

Tender No.:

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. <ul style="list-style-type: none"> (i) fail or refuse 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 authorised to sign the bid for and on behalf of: (insert complete name of Bidder)

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

Corporate Seal (where appropriate)

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

Bidder Information Form

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

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

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

1	Bidder's Legal Name	
2	In case of JV, legal name of each party	
3	Bidder's actual or intended Country of Registration	
4	Bidder's Year of Registration	
5	Communication Address	
6	Phone No. / Mobile No.	
7	Fax No.	
8	Email ID	

PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE

1	Name of the Contact Person	
2	Designation	
3	Phone No.	
4	Mobile No.	
5	Email ID	
6	Attached copies of original documents of Articles of Incorporation or Registration of firm named in 1, above.	

Signature of Bidder _____

Name _____

Business Address _____

Bid Form

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

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

Tender No. :

To : The, Director, CSIR-NAL, Bengaluru

We, the undersigned, declare that:

(a)	We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.			
(b)	We offer to execute in conformity with the Bidding Documents and in accordance with the Services <i>as specified in Chapter 3</i>			
(c)	The total price of our Bid, excluding any discounts offered in item (d) below, is: [insert the total bid price in words and figures, indicating the various amounts and the respective currencies]			
(d)	The discounts offered and the methodologies for their application are: Discounts. If our bid is accepted, the following discounts shall apply. [Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]			
(e)	Our bid shall be valid for the period of time specified in ITB Clause 1.16, from the date fixed for the bid submission due date in accordance with ITB Clause 1.19 and it shall remain binding upon us and may be accepted at any time before the expiration of that period			
(f)	If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding documents.			
(g)	The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]			
	Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

(h)	We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
(i)	We also accept all the terms and conditions of this Bidding Document and undertake to abide by them, including the condition that you are not bound to accept the lowest evaluated bid / highest ranked bid or any other bid that you may receive.
(k)	We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses if serious nature.

Signed :

[insert signature of person whose name and capacity are shown]

In the capacity of ***[insert legal capacity of person signing the Bid Submission Form]***

Name:

[insert complete name of person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of: ***[insert complete name of Bidder]***

Dated on _____ day of _____, _____ ***[insert date of signing]***

PERFORMANCE STATEMENT FORM

(Please Provide Details of at least 02 organizations as per the terms of the tender document for services which are same / similar to the one mentioned in this tender document from 2014 onwards. If required, this information may be cross verified by CSIR-NAL)

S. N.	Client Details (Name / Address / Phone / Email)	Services Provided	Period / Duration
1			
2			
3.			
4.			
5.			
6.			
7.			
8.			

Note: It is mandatory to attach documentary evidence about satisfactory performance of service issued by at least two clients mentioned above along with **TECHNICAL BID**. Correct and complete contact details must be furnished to enable CSIR-NAL to verify the satisfactory service credentials claimed by the bidder, if required.

Signature and Seal of the Bidder.....

Place:

Date:

UNDERTAKING BY THE BIDDER

01. We agree that the consignments after its clearance from Airport/ICD will directly be delivered to the premises of CSIR-NAL Stores/site, Bengaluru immediately without incurring any demurrage/ penalty/storage charges. In case of perishable item due care will be taken, it will be delivered within minimum time with necessary temperature control arrangements to ensure consignment does not get spoiled/ damaged. The services will not be sub contracted to any other agency.
02. We agree to pay the customs duty for all consignments at the time of clearance from airport / seaport and its reimbursement up to a limit of..... against paid challan. We shall submit bill along with the paid challan for reimbursement of customs duty paid.
03. We undertake to ensure that correct nomenclature and HS classification as per extant ITC/Customs notifications is mentioned in the Bill of Entry and the correct product Code (HS) is verified and duty-free items as per Customs Tariff Act is cleared without duty. We also undertake that Bill of Entry (BoE) is filed in advance on receipt of pre-alert to ensure that no penalty is incurred in clearance of consignment.
04. We agree that we shall not claim any Storage/Penalty/Interest charge, if paid by us at the time of clearance, for the shipments arranged by us.
05. We agree that the House Airway Bill number and date and master Airway Bill number and date will be intimated to the importer sufficiently in advance prior to, arrival of the consignment.
06. We agree that we shall submit the original House Airway Bill, certified copy of Master Airway Bill, Customs Signed Invoice, Bill of Entry of importer copy along with our bills.
07. We shall prepare the airfreight bill and transport / delivery charges bills strictly in accordance with the approved rates. Under no circumstances airfreight rates charged by us, shall exceed those specified in the latest issue of IATA Tact Book less the discount.
08. We agree to accept the Exchange Rate adopted for the assessment of Custom Duty on the date of filing Bill of Entry (Import) for the purpose of calculation of airfreight charges.
09. We undertake to arrange for transit insurance of the consignment and pay the insurance premium on 110% of CIF value from any nationalized insurance company covering all transit risks including wars, strikes, riots, civil commotion etc, which would be valid till 30 days after receipt of consignment at CSIR-NAL. The insurance would be done as per institution cargo clause Air & Institute Cargo Clause "A".
10. In case the cargo received is damaged / short landed, shortage/ damage/ not found/ not traceable notice would be immediately lodged by us with the airport authorities and obtain necessary certificate from the Airline/Port authorities for necessary claim with the concerned authorities under intimation to CSIR-NAL and also arrange for deputing the

insurance surveyor. During inland transportation, any loss/damage is our sole responsibility. In such cases, we shall provide loss/damage certificate immediately and lodge claim with insurance company and pursue till settlement and further we shall be responsible and accountable for proper safety, care, handling and storage of goods while in our custody and during transit.

11. We undertake to submit Performance Security in the acceptable form as per the requirement of this tender document.
12. We agree to accept the **Liquidated damages** clause (Other Terms & Conditions) of the bidding document.
13. We undertake to transport the consignments through an approved mode as per Carriers act.
14. We undertake to raise the Invoice at the rate which under no circumstances will exceed rate indicated in latest issue of the IATA Tact Book, with applicable discount.
15. We solemnly affirm that we not have any pending legal dispute with CSIR-NAL.
16. We solemnly affirm that we are not blacklisted by with any Government/ CSIR/ client organization apply.
17. We undertake that we shall not involve or associate ourselves in any corruptive, fraudulent, coercive or unethical practices while performing our obligations under this contract.
18. We affirm that information furnished by our firm in the Bid document are true and we unconditionally accept all the terms and conditions of this **ITB**.

Signature of the authorized person of the Bidder:
Name of the authorized person

Place:

Date:

Eligibility Declaration

This is to certify that we are not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide Services under this Invitation of Bids

Non-Black listing Declaration

This is to certify that our firm has not been blacklisted by any Central / State Government Department / Organization in last 3 years.

No Relation Declaration

I..... son of resident of hereby certify that none of my relative(s) is / are employed in CSIR-National Aerospace Laboratories, Bengaluru. In case at any stage, it is found that the information given by me is false / incorrect, CSIR-NAL shall have the absolute right to take any action as deemed fit / without any prior intimation to me.

Signed.....

For and on behalf of the Bidder

Name

Designation

Date.....

FORMAT OF INTEGRITY PACT

Between

Council of Scientific & Industrial Research (CSIR) a Society registered under the Indian Societies Act 1860 represented by _____ hereinafter referred to as "The Principal".

Andherein referred to as "The Bidder/ Contractor".

Preamble

The Principal intends to award, under laid down organisational procedures, contract(s) for.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section: 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

The Principal will, during the tendering process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tendering process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tendering process or the contract execution.

The Principal will exclude from the process all known prejudiced person(s).

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action.

Section: 2 – Commitments of the Bidder(s)/Contractor(s)

(1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tendering process and while executing the contract.

The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Principal's employees involved in the tendering process or the execution of the contract or to any third person any material or other benefit which he/she is not legally

entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tendering process or while executing the contract.

The Bidder(s)/Contractor(s) will not enter with other Bidders' into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian nationality shall furnish the name and address of the foreign principals, if any. Further, details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers", shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers", is annexed and marked as Annexure.

The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

The Bidder(s)/Contractor(s) will not instigate third person(s) to commit offences outlined above or be an accessory to such offences.

The person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

Section: 3 – Disqualification from tender process and exclusion from future Contracts

- (1) If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section - 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tendering process or take action as per the procedure mentioned in the "Guidelines on Banning of Business Dealings". Copy of the "Guidelines on Banning of Business Dealings".

Section: 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section - 3, the Principal is entitled to demand and recover the damages equivalent to the Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section - 3, or if the Principal is entitled to terminate the contract according to Section - 3, the Principal shall be entitled to demand and recover from the Contractor Liquidated Damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section: 5 – Previous transgression

- (a) The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (b) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tendering process or action can be taken as per the procedure mentioned in “Guidelines on Banning of Business Dealings”.

Section: 6 – Equal treatment of all Bidders/Contractors/Sub-contractors

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all Sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before the signing of the contract.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders', Contractors' and Subcontractors'.
- (3) The Principal will disqualify from the tendering process all bidders' who do not sign this Pact or violate its provisions.

Section: 7 – Criminal charges against violating Bidders/Contractors/Sub-contractors.

- (1) If the Principal obtains knowledge of conduct of a bidder, Contractor or Sub-contractor or of an employee or a representative or an associate of a bidder, Contractor or Sub-contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer. Section: 8 - Independent External Monitors
- (2) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (3) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Joint Secretary (Admin), CSIR.
- (4) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-contractor(s) with confidentiality.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notice, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (7) The Monitor will submit a written report to the Joint Secretary (Admin), CSIR within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- (8) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Director's of the CSIR.
- (9) If the Monitor has reported to the Joint Secretary (Admin), CSIR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the JS(A), CSIR has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (10) The word 'Monitor', would include both singular and plural.

Section 9 – Pact Duration

- (1) This Pact begins when both parties have legally singed it. It expires for the Contractor 10 (ten) months after the last payment under the contract, and for all other Bidders 6 (six) months after the contract has been awarded.
- (2) If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by JS(A), CSIR.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Registered Office of the Principal, i.e., New Delhi
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the Principal)
(Office Seal)

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place.....

Place.....

Date.....

Date.....

Witness

1: (Name & Address): _____

Witness

2: (Name & Address): _____

**Addresses & Contact Details of Offices in Bengaluru, Hyderabad, Chennai, Mumbai, and
New Delhi**

Sr. No.	Address	Contact Details (Name / Telephone / email etc.)	Whether registered as CSP?

Signature and Seal of the
Bidder.....

Place :

Date :

COMPLIANCE / DEVIATION STATEMENT FORM

(ITB, TERMS & CONDITIONS, SERVICE & QUALIFICATION REQUIREMENTS)

Following is the compliance / deviation on the Purchaser's Service Requirement as 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.

(PLEASE ATTACH NECESSARY CERTIFICATES / DOCUMENTS / UNDERTAKING ETC. WHEREVER REQUIRED)

Signature and Seal of the Bidder.....

Place :

Date : ..

Price Schedule FormScope of Work:

Pick-up, Freight forwarding, Transit Insurance, Clearance and Delivery at CSIR-NAL, Bengaluru

Sr. No.	IATA Tariff	% of Discount offered on IATA Tariff	Proposed Actual Freight after discount
		For Console Consignment	
In Figures			
In Words			

Signature of the authorized person of the Bidder :.....

Name of the authorized person :.....

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.
02. The rates applicable for non-console consignments and for exports shall be as per the tariff fixed by IATA for air consignments. The rate for ocean consignments shall be as per charges of the liner.
03. The prevailing rate sheet towards IAAI charges, FSC SSC must be enclosed.
04. **Award Criteria:** The contract will be awarded to the lowest evaluated responsive bidder i.e. one who offers the maximum discount on IATA Rates