



Tender No. NAL/PUR/S&P/307/21

Date:10-Nov-2021

Notice Inviting Tender(NIT)
(Two Bid Tenders)

CSIR – NAL / CSIR-4PI, Bengaluru is an internationally reputed laboratory of CSIR situated in Bangalore. It imports various hi-tech scientific and research equipment and chemicals and reference material etc. from various countries on CIF / CIP EXW / FOB / FCA basis. NAL is interested in engaging the services of a competent, reliable, experienced and efficient Comprehensive Service Provider, hereinafter termed CSP, for offering a fully integrated solution package that covers freight forwarding, consolidation, customs clearance and other allied logistic services to ensure smooth and **demurrage free clearance** of its consignments via air/sea (dry dock) modes.

CSP should also have multi-modal transportation capabilities as due to recent mandate of CSIR-NAL/CSIR-4PI, material may be required to be cleared and transported to different centers in the country after customs clearance. Coordination with various international courier agencies for the purpose of efficient delivery after customs clearance of items at Stores or Laboratory site is required. Post clearance, material handling and shifting at site in a professional manner by engaging modern equipment and competent manpower, as and when required and allied services is also required to efficiently handle the logistic activities of CSIR-NAL/CSIR-4PI.

Description of the Services / Jobs Required	Fully integrated solution package that covers freight forwarding, consolidation, (for CIF/FOB /FCA /EXW), customs clearance, transportation, delivery, and allied services
Tender Document	Tender Document can be downloaded free of cost from our website – www.nal.res.in . and from CPPP portal under E-Publish Tender
Earnest Money Deposit (EMD)	₹ 50,000.00 (Rupees Fifty Thousand Only)
Last day & time of submission	02-December 2021 by 10.00 Hrs.
Address for correspondence	Sr. Controller of Stores & Purchase Purchase Section CSIR- National Aerospace Laboratories PB No.1779, HAL Airport Road, Kodihalli, Bengaluru – 560017 Karnataka-India

Sr. Controller of Stores & Purchase

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

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

SCHEDULE CUM CRITICAL DATE SHEET

1	Name of Organization	CSIR-National Aerospace Laboratories, Bengaluru
2	Tender Reference No	NAL/PUR/S&P/307/21
3	Tender Type (Open/Limited/EOI/Auction/Single)	Open
4	Type/Form of Contract (Work/Supply/Auction/Service/Buy/Empanelment/Sell)	Services
5	No of Covers (One/Two/Three/Four)	
6	Tender Category (Services/Goods/Works)	Services
7	Allow Resubmission (Only in online mode within scheduled period)	Yes
8	Allow Withdrawal (Only in online mode within scheduled period)	Yes
9	Allow Offline Submission	No
10	Supply Title	Appointment of CSP
11	Supply Description	Appointment of Comprehensive Service Provider (CSP) for Freight Forwarding on Consolidation and Customs Clearance of Import/Export Shipments
12	Product Category (Civil Works/Electrical Works/Fleet Management/Computer Systems)	Services
13	a) Tender Publishing Date & Time	11-November-2021 (18:55 Hrs)
	b) Document Download Start Date & Time	11-November-2021 (18: 55 Hrs)
	c) Seek Clarification Start Date & Time	11-November-2021 (18:55 Hrs)
	d) Seek Clarification End Date & Time	01-December-2021 (16:30 Hrs)
	e) Bid Submission Start Date & Time	11-November-2021 (18:55 Hrs)
	f) Bid Submission End Date & Time	02-December-2021 (10:00 Hrs)
	g) Bid Opening Date & Time	03-December-2021 (11:00 Hrs)
14	Bid Validity Days	90 days from the date of Opening of Technical Bid
15	Address for communication	CSIR- National Aerospace Laboratories PB No.1779, HAL Airport Road, Kodihalli, Bengaluru – 560017 Karnataka-India
16	Inviting Officer	Director, CSIR-NAL
17	Contact No	25086040, 25086041, 25086044
18	E-mail Address	purchasek@nal.res.in srcosp@nal.res.in_

INSTRUCTION TO BIDDERS (ITB)

A. INTRODUCTION

1 Eligible Bidders

- 1.1 This Invitation for Bids is open to all eligible logistics firms having valid CHA license in their own name with Freight Forwarding arrangements and meeting the requisite eligibility criteria of the tender document.
- 1.2 In this bid document the terms 'CSP' or 'Bidder' have been used interchangeably.

2 Cost of Bidding

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

3 Code of Integrity

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

3.2 Code of integrity for Public Procurement:

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

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

3.3 Obligations for Proactive disclosures

- i) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract.

3.4 Punitive Provisions

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has

violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

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

B. THE BIDDING DOCUMENTS

4 Cost of Bid Document

- 4.1 The complete bid document can be downloaded **FREE OF COST** from our website [http:// www.nal.res.in](http://www.nal.res.in) and from CPP portal under e-publish tender.

5 Amendment to Bid Document

- 5.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder modify the Bid Document by amendment. Such amendments shall form an integral part of bid documents and it shall amount to an amendment of relevant clauses of the Bid Document.
- 5.2 The prospective bidders are **required** to keep a watch on the NAL website for any amendment to the tender document or to clarification to the queries raised by the bidders till 05 (Five) days prior to the submission of the tender. The Purchaser reserves the right to reject the bids if the bids are submitted without taking into account these amendments/clarifications. Further bidder will be fully responsible for downloading of the tender document and amendments thereto if any for their completeness.

C. PREPARATION OF BIDS

6 Language of Bid

- 6.1 The Bid prepared by the Bidder and all correspondence and documents shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language but it is to be accompanied by an English translation of its pertinent passage(s) duly signed and verified as true English translation. The responsibility for the correctness of the translation will be solely and completely on the bidder and 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.
- 6.2 Bidder may find some of the points mentioned under *ITB, Terms & Conditions, and Service & Qualification Requirements* part of this bid document repetitive in nature. All points must be replied consistently in the submitted bid.

7 Documents Comprising the Bid

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

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

8 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 the taxes.
 - iii. Rates should be quoted FOR at NAL, Bangalore or any other named place
- 8.1 Except** for the statutory charges, levies, and other receipt based charges, prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. No separate receipts shall be required for those quoted prices. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected summarily.

9 Bid Security/EMD

- 9.1** The Bidder shall furnish, as part of its bid, a bid security for an amount as specified in the Invitation for Bids/NIT. The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- 9.2** The bid security shall be in Indian Rupees and shall be in the following forms:
- i) A bank guarantee issued by any Scheduled bank, in the form provided in the Bid Document and valid for 45 days beyond the validity of the bid initially; or
- 9.3** Any bid not secured in accordance with Clauses 3.1 and 3.2 above will be **rejected** by the Purchaser as **non-responsive**.
- 9.4** Unsuccessful bidder's bid security will be discharged in due course.
- 9.5** The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security.
- 9.6** The bid security may be forfeited:
- i) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - ii) In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 21 days of the order and/or fails to furnish Performance Security in the prescribed format.

10 Period of Validity of Bids

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

11 Format and Signing of Bid

- 11.1** The Bidder shall submit the bids in **two separate bids technical & price bid**. One envelop shall contain Techno commercial un-priced bid and the other shall contain the Priced bid.
- 11.2** The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 11.3** Any interlineations, erasures or overwriting shall be valid only if the persons or persons signing the bid initial them.

D. SUBMISSION OF BIDS

12 Sealing and Marking of Bids

- 12.1** The bidder shall seal the **Techno Commercial Unpriced Bid** and the **Price Bid** in two separate envelopes duly marked as "Techno Commercial Unpriced Bid" and "Price/Financial Bid" respectively. Both the envelopes shall then be sealed in one outer (main) envelope.
- 12.2 The inner and outer envelopes shall:**
- i) Be addressed to the Purchaser at the following address:

The Sr. Controller of Stores & Purchase
CSIR- National Aerospace Laboratories
PB No.1779, HAL Airport Road, Kodihalli, Bengaluru – 560017
Karnataka-India

13 Deadline for Submission of Bids

The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with Clause B -5, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

14 Late Bids

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

15 Modification and Withdrawal of Bids

- 15.1** The Bidder may modify or withdraw its bid after the bid's submission; provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 15.2** No bid may be modified subsequent to the deadline for submission of bids.

15.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to Clause 8.6.

E. OPENING AND EVALUATION OF BIDS

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

Bidding is a serious process. We expect you to read through the bid document carefully. All the bids received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in this Bid Document. The bids which do not meet the basic requirements will be treated as **non-responsive and ignored with due opportunity for clarifications or rectification of errors etc.** The following are some of the points for which a tender will be declared as non-responsive and ignored during the initial scrutiny.

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

OTHER POINTS OF SUMMARY REJECTION ARE ALSO MENTIONED IN THIS CHAPTER AND UNDER ELIGIBILITY

16 Clarification of Bids

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

17 Preliminary Examination

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

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

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

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

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

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

18 Contacting the Purchaser

18.1 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.

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

19 Award Criteria

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

20 Purchaser's Right to Accept Any Bid and to Reject Any Or All Bids

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

21 Notification of Award

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

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

22 Performance Security

22.1 Within 21 days of the receipt of notification of award/purchase order from the Purchaser, the successful Bidder shall furnish the performance security of ₹ 2.0 lakhs (Rupees Two Lakhs) in the Performance Security Form provided in the Bid Document.

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

SCOPE, QUALIFICATION REQUIREMENTS AND TERMS & CONDITIONS

A. Scope of Contract

The scope of work includes everything related to the consolidation and clearance of Import/Export of various types of consignments of coming by air/sea/courier modes of transport from throughout the world. CSP should be capable of freight forwarding & consolidation of consignments. CIF/CIP etc cases. is to be arranged by the bidder and safe delivery of the consignments up to CSIR-NAL / CSIR-4PI, Bangalore or any other named place after its clearance from customs authorities.

Broadly the jobs involved are as under:

1. To act as single point service solution for cargo consolidation, pickup, custom clearance, inland transport, freight &, loading and unloading, engagement of laborers', forklift/crane wherever necessary etc.
2. Daily collection of clearance documents from CSIR-NAL / CSIR-4PI, Bangalore.
3. Clearance of our all types of consignments from customs authorities including all the stages of custom clearance including green channel clearances.
4. Obtaining non-delivery certificate/short landing certificate in case the materials are found short delivered from IAAI or Airline or concerned authority and lodging claim to the effect with them immediately on behalf of the CSIR-NAL / CSIR-4PI, Bangalore.
5. Arranging for insurance survey at the airport/IAAI in case of the damages found to the consignment.
6. Immediate safe delivery of the consignment at CSIR-NAL / CSIR-4PI, Bangalore or any other named place after its clearance from customs authorities.
7. Clearance of consignments by coordinating with UPS/Blue Dart/Fed-Ex or any other courier agency at any city (Mumbai, Delhi, Chennai, Kolkata, Bangaluru and other places as the case may be.)
8. Clearance of consignments under temporary imports for further exporting to another country (if any).
9. The successful bidder will have to arrange shipment for all the import/export consignments of CSIR-NAL / CSIR-4PI, Bangalore. as per the related INCOTERM mentioned in our order.
10. Consolidation of the consignments being imported from throughout the world by air/sea.
11. 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 / CSIR-4PI, Bangalore 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.
12. To provide timely information (pre-alert) regarding dispatch and other relevant information to the CSIR-NAL / CSIR-4PI, Bangalore.
13. To facilitate specialized packing from all kinds of the materials as per the IATA and International packaging standards.
14. Smooth transportation of special type of projects materials i.e. voluminous and heavy packages, radioactive, sensitive and hazardous materials etc.
15. Re-Export/Re-Import of defective/damaged items to the various countries of import for repair or replacement purpose (including items for calibration and other scientific work) by air or sea. CSP will have to complete all the related formalities related to these.
16. Import / Export of consignment imported temporarily for inter comparison of standards, research and other purpose.
17. Import / Export of Containerized/ individual cargo for international/national cruises by sea or air.
18. Any other job in connection with the consolidation & clearance of the consignments from customs authorities.

B. Eligibility Requirements

1. **Licenses:** The bidder must have valid consolidation & Custom House Agent (CHA) License in their own name. Offers through third party / business partners and or sister concerns or those having different but similar names etc. will not be

accepted and rejected summarily, CHA Lic. registered with Customs at Bengaluru, Chennai, Kolkata, Mumbai and New Delhi is must. Copy of registration to be enclosed with tenders.

2. **Professional membership:** Bidder should be an International Air Transport Association (IATA), International Federation of Freight Forwarders Associations (FIATA), WCA and Should have MTO registration. Relevant documents must be enclosed with technical Bids.
3. **Experience:** The bidder must have minimum 5 (five) years of experience for the similar work (herein mentioned in the scope of work) in its own name in any of CSIR laboratories/Institutes or in other similar R&D government organizations like CSIR / DRDO/ ISRO /IITs/ Universities etc. and attach the documentary proof with their technical bid only. The Bidders who do not attach (with technical bid) related valid documentary proof of experience in GOVERNMENT R&D departments/ organization will be rejected. After opening of the technical bid no such document will be accepted at our end against the communication of rejection of reasons to the bidder.
4. **Bidder Office Location:** Most of NAL's consignments of CSIR-NAL / CSIR-4PI arrive in Bengaluru. Bidder must have uninterrupted consignment clearance arrangements at Bengaluru airport/ICD. The bidder should be registered as CHA & consolidator in its own name at the Bangalore airport / ICD authorities for at least 5 years or more and have office there. The bidder should have facilities to also undertake clearance and delivery of post parcels as and when required by CSIR-NAL / CSIR-4PI, Bengaluru. Bidders must enclose proof of their office in Bengaluru, Chennai, Kolkata, Delhi and Mumbai failing which its offer shall be rejected.
5. **Financial turnover:** The bidder must have financial turnover of ₹ 5 crores during the last 03 financial years, since the total value of export/import shipments of CSIR-NAL / CSIR-4PI, Bengaluru shall exceed approximately ₹ 25 crores annually, the bidder should submit audited financial documents for the last 3 financial years. Bidder should also attach a solvency certificate from its bank (not older than 6 months).
6. **Forwarding & consolidation network:** The bidder should have network of cargo forwarding / consolidating agents in all the major countries like USA, UK, GERMANY, JAPAN, FRANCE, SWITZERLAND, HONGKONG, CANADA, NORWAY, SWEDEN, AUSTRIA, IRELAND, AUSTRALIA, NEWZELAND, SINGAPORE, DENMARK, ITALY etc. (**Attach some documentary proof to this effect**)
7. **Warehousing facility in Bengaluru:** The bidder must have an all risk insured warehouse (Minimum insurance value ₹ 50 lakhs) in Bengaluru where consignments cleared after the working hour can be stored safely for delivery on next working day. Proof of having registered such warehouse before the date of publishing this tender must be enclosed with the technical bid.
8. **Payment of air freight charges:** The successful Bidder shall have to pay the applicable Freight charges up to **₹ 2,00,000/- (Rupees Two Lakh Only)** in each case on behalf of CSIR-NAL/CSIR-4PI whether the shipment is through their consolidation or otherwise, which will be reimbursed to the contractor at actual along with the bill against original supporting vouchers.
9. In case the amount of Freight charges is **more than ₹ 2,00,000/- (Rupees Two Lakh Only)** on any consignment, then the Agent shall intimate CSIR-NAL/CSIR-4PI about the amount involved in Freight charges in advance on the basis of Purchase Order/Invoice so that the Freight charges can be arranged well in advance. Any delay in intimating CSIR-NAL/CSIR-4PI about the freight payable shall be to the account of the Agent. No plea on account of delay in arranging the Freight Amount shall be accepted. In case of excess payment of Freight Charges, CSIR-NAL/CSIR-4PI shall process for recovery in the Invoice submitted for claim.
10. The freight charges applicable for ocean freight shall be as per the charges of the liners.
11. **Payment of custom duty:** Successful bidder will have to pay custom duty **up to ₹ 5,00,000/- (Rupees Five Lakh Only)** on behalf of CSIR-NAL /CSIR-4PI, Bengaluru and get it reimbursed later on from CSIR-NAL / CSIR-4PI, Bengaluru after clearance and delivery of the consignment. Custom Duty reimbursement bill will be given priority from our side if separate bill is submitted by the CHA. If total outstanding of non-reimbursed customs duty exceeds ₹ Five lakhs (either for single or multiple consignments), advance of customs duty shall be given by CSIR-NAL / CSIR-4PI, Bengaluru on case to case basis against duty assessment document.
12. **Inspection facility:** CSP shall, if required by the CSIR-NAL / CSIR-4PI, Bengaluru, carry out or arrange to carry out the inspection (arrangement of third party inspection reports) of the ordered materials at the country/port of shipment/supplier's premises and also inspection of the packing/labelling/markings etc. (as per international packaging standards and norms).
13. **Firm blacklisted or in legal dispute:** Any firm blacklisted (or being blacklisted pending legal issue) by CSIR /Laboratories/Institutes or any of the Government organization(s), in customs, income tax need not apply. If any such firm applies, its bid shall not be accepted. Bidder should also not have been involved in any kind of legal dispute with any client organization. An undertaking on non-judicial stamp paper of ₹ 100.00 in this effect should be enclosed with the Technical Bid. Branch offices submitting bids on behalf of their Head Office must cross check for any such information. **Non-disclosure of such information will result in disqualification with forfeiture of EMD** at the bidding stage and termination of the contract (if awarded) without any notice with imposition of penalty to the extent of damage incurred during the subsistence of contract,

and also recovery of the outstanding amount.

14. **Fidelity bond:** CSP will be handling sophisticated and valuable consignments. Therefore, successful bidder will have to furnish a fidelity guarantee bond of ₹ 50.00 lakh (Rupees fifty lakh only) in favour of the Director, CSIR-NAL / CSIR-4PI, Bengaluru to safeguard the interest of CSIR-NAL / CSIR-4PI, Bengaluru in the event of any loss due to any act of omission and commission by the bidder.
15. **Special arrangements for dangerous (DGR) consignments:** Some of our consignments are dangerous in nature. The bidder will have to arrange its safe delivery at CSIR-NAL / CSIR-4PI, Bengaluru or any other named place. The bidder has to get dangerous consignments cleared within 24 hours of arrival following proper safety and handling norms and deliver them at CSIR-NAL / CSIR-4PI, Bengaluru at the earliest possible after the clearance.

C. Service Requirements

1. **Document collection:** CSP will maintain close liaison with CSIR-NAL / CSIR-4PI, Bengaluru regularly and arrange collection of documents whenever informed telephonically/by email or otherwise by us to take immediate step for finalization of the bill of entry from time to time and shall see that the same is filed with the custom authorities as per prevailing rules/act with correct classification code(s).
2. **CSP staff:** CSP will depute one of its employee to be in daily contact with the Purchase Department of CSIR-NAL / CSIR-4PI, Bengaluru for consignment clearance related work/document/services etc. Such employee of CSP shall make all the necessary arrangements in advance for proper handling of clearance documents and delivery of consignments at the destination/site of CSIR-NAL / CSIR-4PI, Bengaluru. CSP shall indemnify CSIR-NAL / CSIR-4PI, Bengaluru for any loss or liability to or on account of the employee while at work at CSIR-NAL / CSIR-4PI, Bengaluru and CSIR-NAL / CSIR-4PI, Bengaluru will not be held responsible for any loss of life or damage to the contractor's employee while working under this contract due to any unforeseen incident within the CSIR-NAL campus. Such all liability will be at the CSP.
3. **Custody and short landing:** Safe custody of the consignment cleared is the sole responsibility of the successful CSP till the same is properly delivered at CSIR-NAL / CSIR-4PI, Bengaluru or its regional centre(s). Wherever any short landing cargo is noticed, the successful CSP shall file "not found" or "not traceable" notice with the concerned airline or authorities & obtain "not traceable certificate" etc. and lodge formal claim on behalf of CSIR-NAL / CSIR-4PI, Bengaluru with the concerned airport/airline authorities with all the necessary documentation under intimation to us.
4. **Consignment examination:** It will be on the successful CSP to carefully examine all the packages marked for customs examinations of each consignment with the respective invoices and measurement/packaging list etc. If, at the time of physical examination of the consignment any damage or loss of the goods/shortage is noticed, the same shall be immediately brought to the notice of concerned airline/airport authority and necessary claims may be lodged by CSP with those authorities on behalf of CSIR-NAL / CSIR-4PI, Bengaluru under intimation to us. The successful CSP shall pay all the related fee/charges of surveyor to carry out the survey if required. Such cases may invariably be informed on priority to CSIR-NAL / CSIR-4PI, Bengaluru.
5. **Consignment delivery:** CSP will have to deliver the consignments as far as possible, during the office hour's i.e. 9.00 A.M. to 5:00 P.M. Dangerous/Perishable consignments should be handled following proper safety precautions. In all such cases advance intimation may be given by CSP to CSIR-NAL / CSIR-4PI, Bengaluru for proper arrangement at our end.
6. **Loading / Unloading:** Manpower for loading unloading will have to be arranged by the CSP. Equipment/items may be required to be moved to multiple floors. Handling of heavy items may require a larger labour force. Safety of the equipment and the person involved in doing so will be bidders responsibility. It has to arrange location survey in advance.
7. **Safe custody of CDEC:** CSP shall ensure safe custody and proper use of Custom Duty Exemption Certificate (CDEC) provided by CSIR-NAL / CSIR-4PI, Bengaluru. CSP will have to provide a monthly report of the deliveries of consignments against our purchase orders(s). The unused CDEC should be returned in original to CSIR-NAL / CSIR-4PI, Bengaluru.
8. **Non-interruption of service:** Should any dispute of any nature arise, CSP shall continue its services as provided in this contract, if required by CSIR-NAL / CSIR-4PI, Bengaluru, during pendency of the dispute. CSP will not hold any of our consignment pending with them due to such dispute/issue as on any account. CSP should submit an undertaking to this effect failing which we reserve the right to disqualify the tender.
9. **Customs queries:** Wherever required, CSP shall equip itself in advance with all necessary information that may be required for answering customs queries. It shall take any necessary step(s) to answer both oral/verbal and written queries without any delay. In case of need of technical clarifications from CSIR-NAL / CSIR-4PI, Bengaluru, the queries may be communicated to us at the earliest. Storage/ demurrage charges incurred on account of delay in communicating the queries to CSIR-NAL / CSIR-4PI, Bengaluru shall be borne by the CSP and further damage caused to CSIR-NAL / CSIR-4PI, Bengaluru due to the above said delay may be made good by CSP.

10. **Future scope:** The CSP contract is initially for Bengaluru and other airports/seaports. Services of CSP might also be engaged for customs clearance jobs or any other city as and when required.

D. Other Terms & Conditions

1. **Period of contract:** The initial contract period is 3 (three) years renewable every year based on performance. After three years the contract can further be renewed for another period on yearly basis as decided by CSIR-NAL / CSIR-4PI, Bengaluru subject to retaining the same terms, conditions, and prices by the CSP.
2. **Yardstick for annual performance:** Following points will be used to evaluate the performance of the successful bidder:
 - a. Demurrage / storage charges paid or avoided and circumstances thereof.
 - b. Proper coordination with the custom authorities or airline/carrier and obtaining cargo arrival notice (CAN) within a day and forwarding the CAN to Stores & Purchase Department of CSIR-NAL / CSIR-4PI, Bengaluru and expeditious clearance and delivery of the consignments to CSIR-NAL / CSIR-4PI, Bengaluru.
 - c. Any commercial dispute or pending legal or other dispute with any of the CSIR Laboratories/ Institutes.
 - d. Any case of negligence or non-performance of the contractual obligations on the part of the CSP.
3. **Exporting country charges:** CSIR-NAL / CSIR-4PI, Bengaluru will not pay/reimburse any inland handling/ forwarding charges etc. in the exporting country for orders placed on FOB which are beyond the scope of latest INCOTERMS. For shipments on EXW basis, the CSP will be reimbursed by CSIR-NAL / CSIR-4PI, Bengaluru subject to production of documentary proof of charges in the exporting country. A copy of the related purchase order will be forwarded by CSIR-NAL / CSIR-4PI, Bengaluru to the CSP via email or post etc. It will be the sole responsibility of CSP to follow up the order execution matter with its foreign associates and the foreign supplier for timely delivery of the ~~original~~ within the delivery period of PO.
4. **IATA rate chart:** The rates of freight forwarding/ consolidation will be paid as per maximum discount given on CSIR-NAL / CSIR-4PI, Bengaluru provided IATA Rate Chart which shall remain fixed during the duration of the contract. For rates not mentioned in the chart, standard applicable IATA rates shall be applicable with CSP discount. CSP will have to ship the consignment through the first available console of any airline and not delay unduly.
5. **Continuation of services during pendency of payment of bills:** CSIR-NAL / CSIR-4PI, 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 / CSIR-4PI, Bengaluru. CSP should have adequate financial standing to continue clearance activities during pendency of payment of bills.
6. **Short-listing:** Bidders should provide all the documents in support of their eligibility as mentioned in this bid document, failing which their bids will not be considered for short listing.
7. **Bill payment:** The CSP will submit its bills to CSIR-NAL / CSIR-4PI, 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 / CSIR-4PI, Bengaluru. CSIR-NAL / CSIR-4PI, 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 / CSIR-4PI, Bengaluru due to oversight/excess claim by the contractor, the successful contractor will be liable to refund the same immediately to CSIR-NAL / CSIR-4PI, Bengaluru.
8. CSIR-NAL/CSIR-4PI agrees to pay the Bidder fixed clearance charges of ₹ 5000/- (Rupees Five Thousand Only) 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.
9. The rate is firm and fixed for any consignment whether dangerous, ODC, hazardous, radioactive, perishable, etc.
10. **All consignments cleared in Bengaluru shall be required to be delivered at CSIR-NAL/CSIR-4PI 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).**
11. **Non exclusivity:** It is specifically made clear and understood that this contract shall not vest exclusive rights to the CSP to provide services to NAL during the tenure of this contract. Notwithstanding this agreement, CSIR-NAL / CSIR-4PI, 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.
12. **Bid acceptance and jurisdiction:** Director, CSIR-NAL / CSIR-4PI, Bengaluru, reserves the right to accept or reject full or

partial of anyof 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.

13. The Director, CSIR-NAL/CSIR-4PI reserves the right to deduct Liquidated damages @ **0.5% per week** of Ex-works / FCA / FOB / CIP Price (**INCOTERMS – Latest Version**), for delay in consolidation and Airfreight / Sea shipments pertaining to CSIR-NAL/CSIR-4PI and delivery to Stores, CSIR-NAL/CSIR-4PI (**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.

DOCUMENTS COMPRISING THE BID:**I. TECHNICAL BID**

Sr. No.	Documents
1	Earnest Money Deposit
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 from 2015 onwards to any Government Department / CSIR Labs. /Public funded Autonomous Bodies/Hospitals with Certificate of successful Performance from them.
5	Bidders Undertaking
6	Eligibility Certificate
7	Self-Certificate: Non-Black Listing
8	No Relation Certificate
9	Solvency Certificate
10	Charges Payable for Ex-Works Shipment
11	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
12	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.
13	Copy of Consolidation License/Certificate in their name or firm directly owned by / belongs to same group of bidder Company/ firm.
14	Copy of IATA Registered Membership, FIATA, WCA and MTO Registration Certificate issued by Ministry of Shipping, Road Transport and Highways, valid as on bid opening date
15	Copy of ISO 9001 (2005 or later) Quality Management System Certification.
16	Copy of Goods & Services Tax Registration Certificate and PAN
17	The names, addresses, contact numbers, email ids, fax no of all the associates in the different gateway International Airports located in different countries
18	Bidder's commercial terms without disclosing any price / discount elements
19	Audited Balance Sheet
20	Undertaking on the Letterhead confirming submission of Performance Security, Fidelity Bond, and Indemnity Bond on award of Contract
21	IATA Rates
22	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.

OTHER STANDARD FORMS

Sr. No.	Name of the Form	Annexure
1	Bid Security Form / Earnest Money Deposit	A
2	Bidder Information Form	B
3	Bid Form	C
4	Performance Statement Form	D
5	Bidder's Undertaking	E
6	Eligibility Certificate	F
7	Non Black List Certificate	G
8	No Relation Certificate	H
9	Charges Payable for Ex-Works Shipment	I
10	Addresses & Contact details of Offices in Bengaluru, Hyderabad, Chennai, Mumbai and New Delhi	J
11	Compliance/Deviation Statement Form	K
12	Performance Security Form	L
13	Indemnity Bond	M
14	Price Bid	N
15	IATA Rates	O

NOTE:

1. Forms at Annexure A to K and O to be submitted along with Technical bid.
2. The Successful Bidder shall submit Documents with reference to Annexure –L & M after Award of Contract including Fidelity Bond.
3. Price bid (Annexure-N) should be enclosed in Financial Bid only.

BID SECURITY FORM

Whereas _____
(hereinafter called the tenderer)

has submitted their offer dated _____
for the supply of _____
(hereinafter called the tender)

Against the Purchaser's Tender No. _____
KNOW ALL MEN by these presents that WE _____
of _____ having our registered office at _____
_____ are bound unto _____ (hereinafter called the "Purchaser")

In the sum of _____

For which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS OF THIS OBLIGATION ARE:

(1)	If the tenderer withdraws or amends or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender.
(2)	If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity
(3)	If the tenderer fails to furnish the Performance Security for the due Performance of the contract.
(4)	Fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer
Seal, name & address of the Bank and address of the Branch

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

Bidder Information Form

(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 as specified in Chapter 3			
(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 NAL)

S. No.	Client Details (Name / Address / Phone / Fax / 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 NAL to verify the satisfactory service credentials claimed by the bidder, if required.

Signature and Seal of the Bidder.....

Place:

Date:

(On the Letter Head of the Bidder)

UNDERTAKING BY THE BIDDER

01. We agree that the consignments after its clearance from Airport/ICD by us will directly be delivered to the premises of 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 **₹ 5,00,000.00 (FIVE Lakh)** 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.

9. 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 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 Bank Guarantee for a value of **₹10,00,000/- (Rupees Ten Lakhs Only)** valid for 40 (Forty) months from the date of Contract.

12. We agree to accept the **Liquidated damages** clause as per clause D 13 (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 or in dispute relating to service 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 Certificate

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 / Tender No. _____ dated _____.

Authorized Signatory

Name: _____

Designation: _____

Non-Black listing Self Certificate

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

Authorized Signatory

Name: _____

Designation: _____

No Relation Certificate

I..... son of resident of hereby certify that none of my relative (s) called for providing Services to the CSIR-NAL, vide Tender No: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.....

CHARGES PAYABLE FOR EX WORKS SHIPMENT

Sl. No.	Country	Airport of Departure	Currency	Ex-works Rates	FCA Rates
1	Australia	MELBOURNE	AUD	Hdlg : Min , Pickup 0.15/kg Min of 75, documentation fee: 100, EDF FEE: 50,Airport transfer fee (ATF): 75	Hdlg : Min 45, documentation fee: 100, EDF FEE: 50,Airport transfer fee (ATF): 75
2	Austria	VIENNA	EURO	Hdlg : Min 100, pickup 0.15/kg Min of 75, documentation fee: 100,,ATF: 75	Hdlg : Min 100, documentation Fee: 100,,ATF: 75
3	Belgium	BRUESSELS	EURO	Hdlg : Min 100,pickup 0.15/kg Min of 75, AWB Fee: 45,scan cost : 75, ATF: 55	Hdlg : Min 100, AWB Fee: 45,scan cost : 75, ATF: 55
4	Canada	TORONTO	CAD	Hdlg: Min 100, pickup 0.15/kg Min of 75, NAV fee: 100, Screening: 75,EDI 50, ATF: 50	Hdlg: Min 100, NAV fee: 100, Screening: 75,EDI 50, ATF: 50
5	China	SHANGHAI	USD	Hdlg: Min 100, pickup 0.15/kg Min of 125, AWB fee: 45, AMS 50, ATF: 75,Magnetic fee: 125	Hdlg: Min 100, AWB fee: 45, AMS 50, ATF: 75,Magnetic fee: 125
6	Czech Republic	PRAGUE	EURO	Hdlg: Min 100,pickup 0.15/kg min of 115, AWB fee: 50, ATF: 75	Hdlg: Min 100, AWB fee: 50, ATF: 75
7	Denmark	GOTHENBURG	DKK	Hdlg: Min 250,Pickup up 0.15/kg min of 750, Customs : 275,Terminal fee: 350, ATF: 250, Screening: 200	Hdlg: Min 250, Customs : 275,Terminal fee: 350, ATF: 250, Screening: 200
8	France	CHARLES DE GULLE	EURO	Hdlg: Min 45, pickup 0.15/kg min of 75, Safety fee: 0.15/kg min of 9.15, Customs 75	Hdlg: Min 45, Safety fee: 0.15/kg min of 9.15, Customs 75
9	Germany	FRANKFURT	EURO	Hdlg: min 45, pickup 0.15/kg min of 75, Safety fee: 0.15/kg min of 9.15, Customs 75	Hdlg: min 45, Safety fee: 0.15/kg min of 9.15, Customs 75
10	Hong Kong	HONGKONG	HKG	Hdlg: min 390, pickup 0.15/kg min of 575, Toll fee: 85, Customs 175, AWB : 75, Doc : 50,ATF: 50	Hdlg: min 390, Toll fee: 85, Customs 175, AWB : 75, Doc : 50,ATF: 50
11	Italy	MILANO	EURO	Hdlg: min 45,pickup 0.15/kg min of 75, Customs: 50, Doc: 25, AWB fee: 35	Hdlg: min 45, Customs: 50, Doc: 25, AWB fee: 35
12	Japan	TOKYO	JPY	Hdlg: min 5000, pickup 0.15/kg min of 15000	Hdlg: min 5000

Sl. No.	Country	Airport of Departure	Currency	Ex-works Rates	FCA Rates
13	Poland	WARSAW	USD	Hdlg: min 75, pickup 0.15/kg min of 125, AWB fee: 50, ATF 75	Hdlg: min 75, AWB fee: 50, ATF 75
14	South Korea	ICHEON	USD	Hdlg: Min 100, pickup 0.15/kg Min of 125, AWB fee: 45, AMS 50, ATF: 75	Hdlg: Min 100, AWB fee: 45, AMS 50, ATF: 75
15	New Zealand	WELLINGTON	NZD	Hdlg : Min 45, pickup 0.15/kg Min of 75, Doc fee: 100, EDF fee: 50, ATF: 75	Hdlg : Min 45, Doc fee: 100, EDF fee: 50, ATF: 75
16	Switzerland	ZURICH	CHF	Hdlg: Min 100, pickup 0.15/kg Min of 125, AWB fee: 45, AMS 50, ATF: 75	Hdlg: Min 100, AWB fee: 45, AMS 50, ATF: 75
17	Singapore	CHANGAI	SGD	Hdlg: min 45, pickup 0.15/kg Min of 75, AWB fee: 25, screening : 45, ATF: 75	Hdlg: min 45, AWB fee: 25, screening : 45, ATF: 75
18	Sweden	STOCKHOLMES	SEK	Hdlg: Min 250, Pickup up 0.15/kg miin of 750, Customs : 275, Terminal fee: 350, ATF : 250, Screening: 200	Hdlg: Min 250, Customs : 275, Terminal fee: 350, ATF : 250, Screening: 200
19	Spain	BILBAO	EURO	Hdlg: Min 45, pickup 0.15/kg min of 75, Customs 75, ATF : 55	Hdlg: Min 45, Customs 75, ATF : 55
20	UK	LONDON HEATHROW	GBP	Hdlg: Min 20, pickup 0.15/kg min of 45, NFS fee: 15, AWB fee: 10	Hdlg: Min 20, NFS fee: 15, AWB fee: 10
21	USA	NYC /LAX, ATL ,CHICAGO	USD	Hdlg: Min 35, pickup 0.15/kg Min 45 ,AES Filing : 24 , ATF: 75, Airline Hdlg: 35	Hdlg: Min 35, AES Filing : 24 , ATF: 75, Airline Hdlg: 35
22	Netherlands	AMSTERDAM	EURO	Hdlg: Min 45, pickup 0.15/kg min of 75, Customs 75	Hdlg: Min 45, Customs 75

Note: X-Ray charges will be paid at actual as per MAWB.

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 CHA?

Signature and Seal of the Bidder.....

Place :

Date :

COMPLIANCE STATEMENT FORM

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

An item-by-item comment 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.

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

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

Signature and Seal of the Bidder.....

Place :

Date :

PERFORMANCE SECURITY FORM**MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To,

.....

WHEREAS

(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no. datedto supply (description of goods and services) (herein after called "the contract").

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

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

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

INDEMNITY BOND

No. _____

Date:_____

1) Amalgamation/Acquisition

In the event of M/s. _____proposes for amalgamation, acquisition or sale of its business to any other firm during this contract period, M/s._____ and proposed Buyer/Successor of the Principal Company are liable to execute, fulfill contractual obligations without any deviations. For this purpose M/s. _____/M/s._____ and proposed Buyer/Successor of the Principal Company shall indemnify itself to the Director, National Aerospace Laboratories, Bengaluru to fulfill the contractual obligations as per the terms of the CSIR-NAL Global Tender and quotation of M/s. _____No. - _____ dated_____and National Aerospace Laboratories P.O. No._____dated _____. The contractual obligations are supply, installation, commissioning, warranty maintenance/replacement of spares, accessories etc. as per the above mentioned Purchase Order.

2) JointVenture, Consortium or Association

If the Supplier is a joint venture, consortium, or association, all the parties shall be jointly and severally liable to the CSIR-NAL for the fulfillment 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 CSIR-NAL.

3) Patent Indemnity

The Supplier shall, subject to CSIR-NAL's compliance and indemnify and hold CSIR-NAL and its employees and officers harmless from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which CSIR-NAL may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: (a) the installation of the Goods by the Supplier or the use of the Goods in India; and (b) the sale in any country of the products produced by the Goods.

For M/s. _____
Principal Supplier.

For M/s _____
Indian Agent.

Price Schedule Form**Scope of Work:**

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

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

IATA RATES FOR VARIOUS COUNTRIES										
SR. NO.	NAME OF COUNTRY	AIRPORT	CURR ENCY	MIN.	(-) 45 KGS	(+) 45 KGS	(+) 100 KG	(+) 300 KG	(+) 500 KGS	(+) 1000 KGS
1	AUSTRALIA	SYDNEY	AUD	195.00	10.90	8.35	5.55	4.20	3.65	3.65
2	AUSTRALIA	MELBOURNE	AUD	195.00	10.90	8.35	5.55	4.20	3.65	3.65
3	AUSTRIA	VIENNA	EUR	143.90	11.12	8.39	8.39	8.39	8.39	8.39
4	BELGIUM	BRUSSELS	EUR	100.00	9.99	9.99	5.87	5.87	5.87	2.99
5	BRAZIL	SAO PAULO	USD	149.00	24.54	18.83	17.04	12.87	11.10	11.10
6	CANADA	MONTREAL	CAD	185.00	18.70	14.36	13.03	11.72	11.29	11.29
7	CANADA	TORONTO	CAD	185.00	21.08	16.51	15.16	13.70	13.26	13.26
8	CHINA	SHANGHAI	CNY	266.00	44.18	31.35	31.35	31.35	31.35	31.35
9	CHINA	BEIJING	CNY	266.00	42.10	29.87	29.87	29.87	29.87	29.87
10	CZECK REPUBLIC	PRAGUE	CZK	2154.00	380.00	285.00	266.00	266.00	190.00	190.00
11	DENMARK	COPENHEGEN	DKK	700.00	54.60	54.60	24.60	24.60	24.60	24.60
12	DUBAI	DUBAI	AED	174.00	31.40	23.55	23.55	23.55	23.55	23.55
13	FINLAND	HELSINKI	EUR	58.87	7.57	7.57	3.06	2.78	2.66	2.66
14	FRANCE	PARIS	EUR	89.25	9.71	9.71	5.50	3.65	3.55	3.55
15	GERMANY	FRANKFURT	EUR	97.00	7.24	7.24	6.12	6.12	5.88	5.88
16	NETHERLAND	AMSTERDAM	EUR	100.00	10.09	10.09	5.32	4.39	4.28	4.28
17	NORWAY	OSLO	NOK	800.00	59.40	59.40	26.10	23.70	22.40	22.40
18	HONG KONG	HONG KONG	HKD	220.00	39.00	31.00	31.00	31.00	31.00	31.00
19	HUNGARY	BUDAPEST	EUR	15.10	9.91	7.45	3.64	3.64	3.64	3.64
20	IRELAND	DUBLIN	EUR	74.03	10.05	10.05	7.55	7.55	7.55	7.55
21	ISRAEL	TEL AVIV	USD	85.00	9.51	7.35	7.35	7.35	7.35	7.35
22	ITALY	ROME	EUR	80.50	6.99	5.84	5.27	5.18	5.01	5.01
23	ITALY	VENICE	EUR	112.50	6.57	6.57	4.41	4.28	4.18	3.98
24	JAPAN	TOKYO	JPY	11500.00	1691.00	1439.00	1260.00	1092.00	1092.00	1092.00
25	KOREA	SEOUL	KRW	45400.00	10410	8040.00	7070.00	6600.00	6600.00	6600.00
26	MALAYSIA	KUALALUMPUR	MYR	131.00	14.42	10.82	10.82	10.82	10.82	10.82
27	POLAND	WARSAW	USD	61.96	6.64	5.01	4.75	4.22	4.22	4.22
28	SINGAPORE	SINGAPORE	SGD	87.00	9.85	7.37	7.37	7.37	7.37	7.37
29	SPAIN	MADRID	EUR	89.25	9.72	4.34	4.34	4.34	4.34	4.34
30	SPAIN	BARCELONA	EUR	89.25	9.72	4.34	4.34	4.34	4.34	4.34

31	SWEDEN	STOCKHOLM	SEK	787.50	62.37	59.40	47.25	47.25	47.25	47.25
32	SWITZERLAND	ZURICH	CHF	125.00	19.25	12.10	6.25	5.30	5.10	5.10
33	SWITZERLAND	BASLE	CHF	125.00	18.35	11.50	5.95	5.05	4.85	4.75
34	TURKEY	ANKARA	EUR	55.00	5.49	4.13	4.13	4.13	2.79	2.79
35	TAIWAN	TAIPEI	TWD	1480.00	222.00	166.00	166.00	166.00	166.00	166.00
36	THAILAND	BANGKOK	THB	924.00	105.00	79.00	79.00	79.00	79.00	79.00
37	UNITED KINGDOM	LONDON	GBP	88.00	8.80	8.80	5.70	5.08	4.18	4.18
38	UNITED KINGDOM	MANCHESTER	GBP	88.00	8.80	8.80	5.70	5.08	4.18	2.98
39	UNITED KINGDOM	BIRMINGHAM	GBP	88.00	8.80	8.80	5.70	5.08	4.18	4.18
40	USA	NEW YORK	USD	175.00	17.05	13.97	12.43	9.50	9.15	9.15
41	USA	SAN FRANCISCO	USD	175.00	15.51	11.58	11.24	9.63	9.05	9.05
42	USA	BOSTON	USD	175.00	17.05	13.97	12.43	12.43	12.43	12.43
43	USA	LOS ANGEL	USD	175.00	15.51	11.58	11.24	9.63	9.05	9.05
44	USA	MIAMI	USD	175.00	18.84	15.15	13.95	13.95	13.95	13.95
45	USA	ATLANTA	USD	175.00	18.56	15.14	14.08	14.08	14.08	14.08
46	USA	CHICAGO	USD	175.00	18.55	14.97	14.08	14.08	14.08	14.08
47	Other Unspecified									