NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE

(An autonomous institute under Dept. of Biotechnology, Govt. of India) C-127, Industrial Area, Phase VIII, S.A.S. Nagar, Mohali-160 071.(Pb) website: www.nabi.res.in Tel: 0172-4990145; Telefax: 0172-4604888

TENDER NOTICE (Advt. No. PUR/CHA/2014-15)

Sealed tenders are invited by the Executive Director, NABI, Mohali, from the custom registered and reputed clearing agents for the purpose of clearing the consignments from airport /seaport/ICD/FPO.

Sl. No.	File No.	Description	Tender Fee	EMD	Last date of receipt &
					opening of tender
1.	PUR/CHA/14-15	AppointmentofCustomHouseClearance-cum-Consolidation Agent	Rs.1000/-	Rs.50000/-	26/05/2014 @ 3:00 PM & 26/05/2014 @ 4.00 PM

Note: SUPPLIERS WHO HAVE DOWNLOADED THE TENDER DOCUMENTS FROM THE WEBSITE, ARE REQUIRED TO ATTACH DEMAND DRAFT/PAY ORDER FOR Rs.1000/-(ONE THOUSAND ONLY) FAVOURING NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE, MOHALI, BEING THE COST OF TENDER DOCUMENTS, FAILING WHICH THE TENDER WILL NOT BE CONSIDERED. Details of Demand Draft/Pay Order

- 1. Demand Draft/Pay Order for Rs.1000/- (Rupees One thousand Only) drawn on is enclosed with technical bid towards the <u>cost of tender documents</u>
- 2. Demand Draft/Pay Order for Rs._____(Rupees_____

_____drawn on

is enclosed with technical bid of the tender documents towards **Earnest Money Deposit (EMD)**

The detailed Tender Documents with complete terms & conditions with technical specifications are available on our website <u>http://www.nabi.res.in</u>

Last date of receipt of complete tenders is 26th May 2014 at 3.00 PM (IST)

The date of opening of technical bids is 26th May 2014 at 4.00 PM onwards.

Hard Copy of the Bid to be submitted to: Executive Director National Agri-Food Biotechnology Institute C-127, Industrial Area, Phase VIII, Mohali - 160071 Ph: +91-172-4990145 Fax: +91-172-4604888 E-Mail: purchase@nabi.res.in Website: http://www.nabi.res.in

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(Dept. of Biotechnology, Govt. of India) C-127, Industrial Area, Phase VIII, S.A.S. Nagar, Mohali-160 071.(Pb) website: www.nabi.res.in; Tel: 0172-4990145; Telefax: 0172-4604888

TENDER NOTICE

We are interested in appointing an authorized custom consolidation cum clearing agent to perform the job of the consolidation of Import / Export of consignment and custom clearance of air freight and air parcel consignments within INDIA/ICD/FPO within FREE time (without demurrage). Most of our imports are on FOB/CIF basis and are covered generally under OGL, scheme as we are exempted from payment of custom duty under certification system introduced by Govt. of India for research organization. We would like to have your complete particulars/rates under two bid system in attached proforma for Technical Bid containing Bid details and Price Bid, in all respect as the details mentioned below :

- 1. The firm should hold a valid custom license for clearance at CUSTOMS/CARGO and should be registered for the last 3 Years or more.
- 2. The firm should have ISO certification.
- 3. The firm should have valid PAN.
- 4. The firm should have registered with IATA or FIATA.
- 5. The firm should have valid service tax registration.
- 6. The firm should be registered with Custom House to act as consolidator.
- 7. The firm should have a custom duty payment account with PNB customs house.
- 8. The firm should have a prepaid deposit account with AAI for payment of AAI charges.
- 9. The firm should have EDI connection issued by customs for in-house system for receiving and submitting the bill of entries.
- 10. The firm should have network for handling of consolidation. Please enclose a list of your authorized freight forwarders / overseas agents with their details.
- 11. The bidder should have presently contract with 03 Institutes with any of CSIR Labs/ICAR Labs/ICMR Labs/IIT Labs/DBT Labs/Govt. Labs/Organizations for clearing the perishable and non-perishable consignments and a certificate issued after the date of this tender from them for rendering satisfactory services, may be attached with the technical bid. The bidder should atleast imported 50 consignments per year from any of the above organisation for the last three years. The details should be provided as per the format mentioned below:

Sr. NO	Bill of Entry No.	Date of B/E	Name of the Instituion	Name of the Indian Airport/Seaport at the time of clearance

In case if the above information found incorrect at any point of the tender process or after the award of contract, the EMD provided by the firm will be forfeited/PBG will be revoked.

<u>Non-submission of satisfactory certificate along with the technical bid will be</u> <u>summarily rejected. The copy of LOA/Award of contract will not be considered as</u> <u>satisfactory certificate.</u>

- 12. The black listed/Suspended Firms by Govt. funded/Govt Labs/Organization/Autonomous bodies need not to apply. If the same is detected at any stage the contract will be terminated and security deposited by the firm will be forfeited. Any deviation from this undertaking will lead to rejection of tender of respective party. (Certificate to be submitted as per Annexure "E")
- 13. The firm should submit the tender fee of Rs. 1,000/- along with the technical bid in the form of the Demand Draft favouring Executive Director, NABI payable at Mohali.
- 14. The firm should submit the EMD of Rs. 50,000/- along with the technical bid in

the form of the Demand Draft/Bank Guarantee/TDR favouring Executive Director, NABI payable at Mohali. (Bid Security Form as per Annexure "C")

- 15. The firm should duly filled the technical compliance chart as per the Annexure "A"
- 16. The firm should duly filled the price bid as per the Annexure "B" (Charges mentioned in any other format will not be considered for comparison)
- 17. The firm should duly filled and submit the price reasonability certificate along with the price bid. (As per Annexure "D")

General Conditions:

- 1. The CHA has to clear all our shipments by filing manual/electronic Bill of Entry in whichever of method is lesser custom duty levied.
- 2. Generally all our shipments are on FOB/CIF/FCA/CIP. However, if any shipment is on Ex-works basis the same is to be collected by the representative of CHA in that country free of cost. No DO charges will be paid for FCA/FOB shipments. The picking of the consignment should not be delayed for any reason between CHA and forwarding agent in abroad.
- 3. All the CIF/other console shipments will also be cleared and transported to NABI by CHA. DO charges will be payable on actual basis. All the perishable shipment(s) may be transported immediately and non-perishable shipment(s) should be transported within Ten days from the date of clearance.
- 4. The Manufacturer/Supplier will be at liberty to use their own console agent, if so desired by them. It will be sole decision of the NABI to take the consignment on FCA/CIF basis.
- 5. Current prevailing IATA rates must be enclosed along with your offer.
- 6. The discount if any should clearly be indicated in your offer. Quoting of different discounts for different countries/size, shape of consignment will disqualify the offer.
- 7. The rates notified by the commissioner of customs for clearance indicating, discount, if any, should also be attached along with their offer.
- 8. The firm will have to arrange for clearance of all consignments without any demurrage /storage charges within free times and transporting it to NABI, Mohali in good condition. Hence all the necessary information regarding the arrival of the cargo is to be intimated well in time by CHA for sending the necessary custom clearance papers to them, and if any demurrage charges are imposed due to the negligence of agent, the same will be paid by the Agent. <u>The undertaking should be submitted as per **Annexure-F** enclosed.</u>
- 9. All necessary arrangements for filling up of dry ice in perishable consignment is to be made by CHA without any charges.
- 10. It will be the sole responsibility of the clearing agent to mention the correct classification code (i.e. HS code) of the product and if at any point it is detected that HS code is wrong, custom duty paid against the wrong code will be recovered from the clearing agent.
- 11. If at any point of time it is detected that the over payment has been made to the firm the same will be recovered from the subsequent bills/security deposited by the firm.
- 12. Clearing agent will be fully responsible for inspection of cargo. In case of shortage/damage of consignment, he will have to obtain the short receipt certificate/short landing certificate/damaged certificate from the concerned authority/insurance Co. & Surveyor etc. Clearing agent will also ensure all formalities till handing over the consignment to NABI.
- 13. The award of work is for a period of 1-year. However the contract may be extended by NABI according to the satisfactory performance of the firm. It can be terminated at any point by giving one month notice without assigning any reason in between if it is found that the services rendered by the firm are not satisfactory.
- 14. Legal jurisdiction will be at Mohali. (Punjab)
- 15. Conditional offer and offer with the vague terms and not as per the format supplied will be summarily rejected. All the statutory charges of IAAI/AAI/Govt. levies/ will be reimbursed against proper receipt. Service tax if any shall be paid to the firm as per the Government rules and regulations time to time.
- 16. It will be the responsibility of CHA to ensure that the Gross Weight is mentioned on the invoice of the supplier before taking over the shipment in their console.

- 17. HAWB issued in the name of the agent only shall be accepted.
- 18. The bidder will pay the customs duty upto Rupees One Lakh per consignment (both sea/air). The same will be reimbursed by NABI as per the duty paid challan/Bill of Entry.
- **19.** The duty above Rupees one lakh per consignment will be paid directly to the "PNB A/c Custom duty A/c- NABI" or the payment through NEFT to the clearing agent. The clearing agent should have the responsibility to provide the details prior to the arrival of the shipment. (48 hrs)
- **20.** The demurrage charges incurred due to the late deposit of custom duty by the clearing agent shall not be held responsible by NABI.
- 21. The charges for the Airfreight/Sea-freight, custom clearing charges, domestic freight etc., will be paid to the bidder after receipt of the consignment at NABI Stores and also the receipt of pre-receipted bill in duplicate addressed to Executive Director, NABI, Mohali along with the relevant document as a proof for which payment is charged.
- **22.** The payment of Airfreight, Customs duty and clearing charges 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. NABI will not bear/pay any demurrage charge on account of any delay in clearance attributable to clearing agent or their freight forwarder. In case, a perishable consignment is damaged due to insufficient dry ice during

In case, a perishable consignment is damaged due to insufficient dry ice during clearance, Bidder shall be held responsible for the complete loss.

- 23. Pre-shipment advise(s) must be intimated well in advance (48 hrs. prior to shipment) and if the CHA fails to intimate the same well in advance as mentioned above, all the clearance charges including custom duty will be paid by the firm irrespective of amount which will be reimbursed to firm within 21 days. However, no demurrage on this account will be paid by NABI.
- 24. Any type of charges towards Telephone, Fax, Courier, Postage etc. <u>will not</u> be reimbursed.
- 25. In case of FOB/FCA basis, the insurance from ware house to NABI Ware house will be taken care by the institute.
- 26. <u>Hand written quotation will not be considered and Tender not signed by firm will lead to rejection.</u>
- 27. The successful bidder will have to submit a <u>Security Deposit by BG/FDR amounting</u> to Rs. 2,00,000/- drawn in favour of Executive Director, NABI, Mohali valid for contract period plus 60 days. The firm will also have to submit a Fidelity Bond for Rs. 15,00,000/- or TDR of equivalent amount pledged in favour of Executive Director Mohali till the currency of the contract.
- 28. The Tenders should be submitted in TWO SEALED Covers separately for "Eligibility-cum-Technical & Price Bids superscribing on the outer envelope "Tender for Clearance and Consolidation Services Contract" along with our reference number addressed to the Executive Director, National Agri-food Biotechnology Institute, S.A.S Nagar, Mohali-160071 by 26.05.2014 at 3.00 p.m. and the same will be opened on 26.05.2014 at 4.00 PM in the presence of Bidders or his duly authorized representatives.
- 29. Rs.50,000/- in the form of Demand Draft/BG/TDR drawn in favour of the National Agri-food Biotechnology Institute (To be enclosed with Technical Bids Only). The tenders received without EMD will be out rightly rejected. The <u>EMD will be refunded to the bidders in due course of time.</u>
- 30. Final selection will be made as per the following:

Discounted IATA Rate for 501 kgs from New York to NABI, Mohali + Sea freight charges for 501 kgs from New York to NABI, Mohali + Door Delivery charges for 501 kgs from New delhi to NABI, Mohali + Agency commission charges for 501 kgs shipment. The final selection will be made only the firm should be technical qualified and after the opening of the price bid.

- 31. The firm should provide the price reasonability certificate along with the price bid in the bidder letter head as per the Annexure "D".
- 32. The bidder should have enclosed the three contract copies (legible copy with clearly indicating the rates) with the price bid. The contract copies are for

which you have already enclosed the satisfactory certificate with the technical bid.

- 33. The award of the work will be subject to satisfactory inspection of the office/godown facilities by committee of NABI, Mohali if so desired.
- 34. The Executive Director, NABI reserves the right to accept or reject any or all quotation without assigning any reason thereof.

Stores and Purchase Officer

ANNEXURE-A

TECHNICAL BID COMPLIANCE CHART

Sr.	DETAIL OF REQUIREMENT		D
No.		YES / NO	Documentary Proof at Page No.
1.	Whether the firm holds a valid custom license for clearance at CUSTOMS/CARGO.		
2.	Documentary evidence of ISO certification		
3.	The firm should have valid PAN (Proof of copy should be enclosed)		
4.	The firm should have registered with IATA		
5.	The firm should have service tax regn. No. (Proof of copy should be enclosed)		
6.	Whether the firm is registered with Custom House to act as consolidator		
7.	Whether the firm have a custom duty payment account with PNB customs house		
8.	Whether the firm have a prepaid deposit account with AAI for payment of AAI charges		
9.	Whether the firm have EDI connection issued by customs for in- house system for receiving and submitting the bill of entries		
10.	Whether the firm have network for handling of consolidation and enclosed a list of authorized freight forwarders / overseas agents with their details.		
11.	The bidder should have presently contract with 03		
	Institutes with any of CSIR Labs/ICAR Labs/ICMR		
	Labs/IIT Labs/DBT Labs/Govt. Labs/Organizations for		
	clearing the perishable and non-perishable consignments		
	and a certificate issued after the date of this tender		
	from them for rendering satisfactory services, may be		
	attached with the technical bid. The bidder should		
	atleast imported 50 consignments per year from any of		
	the above organisation for the last three years.		
12.	Whether Current prevailing IATA rates list is enclosed along with your offer.		
13.	Whether the discount if any, clearly indicated in the offer.		
14.	Whether the firm agrees to arrange for clearance of all our consignments without any demurrage /storage charges?		
15.	Whether willing to pay Rupees one lakh for custom duty per shipment on behalf of Mohali		
16	Whether the tender fee amounting to Rs.1,000/- submitted		
17.	Whether EMD amounting to Rs.50,000/- submitted		
18.	Mention whether firmis currently under Black listing / SuspensionJunder Black listing / Labs/		
	Organisation/Autonomous bodies.		
19.	Whether you have read and understood all the tender terms and conditions and whether you accept it unconditionally.		

Note: Technical Bid should be page numbered and above format is filled accordingly, failing which the tender will be cancelled. Conditional offer and offer with the vague terms and not as per the format supplied will be summarily rejected.

ANNEXURE-B

PRICE BID

S.No	Particular/Description of items		Rates		
1.	For FCA/FOB/Ex-works Consignment				
	% of discount offered on IATA rate reconer coming under the consol of CHA: (a) Please mention only single discount				
	figure on current IATA rates irrespective of country, size, volume, shape				
	dimension including all airline charges				
	such war, security, fuel surcharge, CC				
	fee etc. including clearance from				
	customs and transporting it to NABI				
	* Please note that only Chargeable weight as mentioned on				
	weight as mentioned on MAWB/HAWB/IAAI receipt will only				
	be taken into consideration				
2.	<u>For FCA/FOB/Ex-works Consignment</u> Charges per kg for consignment or sea				
	freight from anywhere in the world including sea freight, clearance from customs/dry				
	port and transporting it to NABI.				
3.	Clearance charges for consignment from				
0.	FPO/courier.				
	For CIF/CIP Consignments (Air/Sea)	CIF/CIP Consignments (Air/Sea) 1) Rates in% centage in Agency 2) Max inRs.			
4					
	<u>Commisssion/Attendance</u> chages on Assessable value at Delhi Airport	(Both the fields mentione filled)	ed in the Sı	r. No: 1 & 2 should be	
5	Door Delivery charges for the CIF /CIP shipments may be mentioned per Kg. only	Consignment weighing	-		
	on gross weight basis through small				
	vehicle/medium truck/Full truck/trailer	upto 60 Kg	Rs	Per Kg	
	from New Delhi to NABI, Mohali		Max	Rs. (fixed)	
		upto 61 kg to 500 Kg	Rs	Per Kg	
			Max	Rs. (fixed)	
			Rs.	Per Kg	
		more than 500 Kg	Max	Rs. (fixed)	
			IVIdX	NS. (IIXeu)	
		20 ft Trailer	Rs		
		40 ft Trailer	Rs		
		The firm should quote at not be considered.	ll the fields	otherwise the bid will	
6.	Charges for re-export of consignment				
Note	: Charges mentioned in any other for	mat will not be consi	dered for	comparison.	

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ANNEXURE 'C'

BID SECURITY/EARNEST MONEY DEPOSIT FORM

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:

a) fails or refuses to execute the Contract Form if required; or

(b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

(C) The black listed/Suspended Firms by Govt. funded/Govt institutes/Labs/Organization/Autonomous bodies need not to apply. If the same is detected at any stage the contract will be terminated and security deposited by the firm will be forfeited.

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 of the two conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

1 Name of Bidder

Annexure "D"

PRICE REASONABILITY CERTIFICATE

This is to certify that we have offered the maximum possible discount to you in our Quotation No. ______ dated _____ for (Currency/Value)_____.

We would like to certify that the quoted price are the minimum and we have not quoted the same item on lesser rates than those being offered to NABI to any other customer nor they will do so till the validity of offer or execution of the order, whichever is later.

Seal and Signature of the tenderer

Note: This above details should be on the <u>letterhead of the supplier</u> and should be signed by a person competent and having the power of attorney to bind the same.

(An undertaking to this extent should be given on Rs. 100.00 Non-judicial stamp paper duly notarized stating)

" *I/WE* _ the proprietor/ partner/Director in the address firm/company office having undertake & confirm that I/We have never been blacklisted, suspended nor barred by any Government Institute/Department/Govt. Labs/Autonomous bodies for undertaking contract of custom clearance and consolidation so far due to breach of contract or any reason including corrupt and fraudulent practices adopted by us. I/We also undertake and confirm that our contract with any Government Institute /Department/Govt. Labs/Autonomous bodies was never discontinued/terminated during contact period due to breach of contract or any reason including corrupt and fraudulent practices adopted by us.

(An undertaking to this extent should be given on Rs. 100.00 Non-judicial stamp paper duly notarized stating)

" I/WE ______ the proprietor/ partner/Director in the firm/company ______ having office address ______ undertake & confirm that I/We will arrange for clearance of all consignments without any demurrage/storage charges and transporting it to CIAB, Mohali in good condition.

If any demurrage charges are imposed due to the negligence of CHA, the Institute will not be liable to pay for the same.