



भा. कृ. अ. प. - राष्ट्रीय अजैविक स्ट्रेस प्रबंधन संस्थान

मालेगांव, बारामती - 413115, पुणे, महाराष्ट्र, भारत

**ICAR - National Institute of Abiotic Stress Management**

Malegaon, Baramati- 413115, Pune, Maharashtra, India



F.No:4-27/2015-16

Dated: 26/10/15

**Tender Notice**

1. The Director, ICAR-National Institute of Abiotic Stress Management, Baramati on behalf of the Secretary, Indian Council of Agricultural Research, Krishi Bhawan, New Delhi invites sealed tender in the prescribed tender form (**In two bid system**) for **“ENGAGEMENT OF CLEARING AND FORWARDING AGENCY FOR CUSTOMS CLEARANCE”**. The prescribed tender forms and other details can be had from this institute on payment of Rs. 1000/- (Non Refundable) in cash or through a crossed demand draft drawn in favour of “ICAR UNIT, NIASM, Baramati on any working day from 26.10.2015 between 10:30 AM to 04:30 PM. For full details please log on to <http://www.niam.res.in>. Tender form downloaded from the institute website will also be accepted provided the tenderer enclose the cost of the tender document of Rs. 1000/- by means of DD in favor of ICAR UNIT, NIASM.
2. The last date for the sale of tender form is 26.11.2015 up to 11.00AM noon
3. The last date of receipt of complete sealed tenders is 26.11.2015 up to 2.00 PM
4. The process of opening of the tender will be on 26.11.2015 at 2.30 PM

TENDER SCHEDULE TO DOCUMENT No.4-27 (TSP)/15-16

National Institute of Abiotic Stress Management

Malegaon, Baramati – 413115, Pune, MS

INVITATION OF TENDER FOR **ENGAGEMENT OF CLEARING AND FORWARDING  
AGENCY FOR CUSTOMS CLEARANCE**  
COST OF THE TENDER DOCUMENT IS RS. 1000/- & E.M. AS SPECIFIED IN THE  
TENDER

SALE OF TENDER DOCUMENT FROM 26 -10-2015 FROM 10.30 HRS TO 16.30 HRS  
ON ALL WORKING DAYS AT THIS INSTITUTE

LAST DATE OF SALE OF TENDER FORM; 26-11-2015 UPTO 11.00 AM

LAST DATE AND TIME FOR ACCEPTANCE OF SEALED TENDER DOCUMENT IS  
ON 26-11-2015 UPTO 2.00 PM

DATE OF OPENING OF TENDER BID WILL BE OPEN ON 26-11-2015 AT 2.30 PM  
ONWARDS;

PLACE OF OPENING BIDS IS AT THE CONFERENCE TABLE OF ICAR-NIASM,  
MALAGEON, BARAMATI-413115

ADDRESS FOR COMMUNICATION

THE DIRECTOR

NATIONAL INSTITUTE OF ABIOTIC STRESS MANAGEMENT

MALEGAON (KH.)

TAL.-BARAMATI, PUNE- 413115, M.S

**Signature of the Bidder  
(with firm seal)**

## CHAPTER 1: ELIGIBILITY CRITERIA:

All the bidders/Agencies must provide the following documents and the declarations (**duly self-attested with stamp**) along with the Technical Bid, failing which their **BIDS** shall be summarily rejected:

**1.** Copy of Valid Consolidation and Registration certificate with customs for import consolidation/Custom House Agent (CHA) License, Port License, IATA and FIATA registration. CHA registration must have been used for a minimum of Five years at Mumbai customs (Airport/Seaport). Freight forwarding offers through third party/sister concerns etc. will not be accepted.

**2.** Copy of the (a) PAN CARD, (b) Service Tax Registration, (c) Trade License Certificate and (d) Professional Tax Certificate, if any, issued by Mumbai Municipal Corporation must be attached.

**3. Registration with shipping line:** They must also be a member of WCA (World Cargo Alliance) and must be a Multimodal Transportation Operator (MTO) issued by Ministry of Shipping, Govt. of India.

**4. Experience:** The CFA/CSP must have experience in its own name of successfully executed Five to Ten similar contracts in the field of Customs Clearance, Forwarding and Consolidation relating to Equipment's, Consumables like reagents, highly perishables, dangerous and radioactive goods, etc. in any similar Educational Institution & R&D organizations like NIT, IIT, CSIR Labs, ICAR, ICMR, Central/ State Universities etc., during the last **Five years**.

**5. Annual Accounts:** Copies of Balance Sheet and Profit and Loss Account for the years 2012-13, 2013-14 and 2014-15 duly audited and certified by Chartered Accountant must be attached.

**6.** A complete List of clients/ customer for which the service has been provided must be attached. Copies of satisfactory completion of the contact certificates from at-least three reputed customers in last three years must be attached along with name, address and contact details of the customer.

**7.** The bidder must submit a List of having the network of cargo forwarding and consolidating agents in at-least 15-20 countries specially like USA, Canada, Germany, Switzerland, Mexico, UK, Italy, Sweden, Australia, Japan, Korea, France, Denmark, Israel, Singapore, Hongkong etc. A list of the same with telephone no. and addresses must be attached with the tender.

**8. ISO Certification:** The Agency should be ISO certified. Copy must be attached.

**9.** The bidder must submit a refundable EMD of Rs. 10000 (Rupees Ten Thousand Only) and non-refundable Tender fees of Rs. 1000 (One thousand Only) in the form of DD issued in the name of The Director, NIASM payable at Baramati along with the Technical bid.

**10.** Copies of Bill of Entry assessed at 5.15% Customs Duty. Minimum TEN Bill of Entries pertaining to last three years should be submitted.

**11.** Copy of the tender document duly signed and stamped and having read and understood the terms and conditions.

## **CHAPTER 2: DECLARATIONS OF THE BIDDER**

**Following Declarations (self –attested with stamp) must be attached to the Technical Bid.**

1. An undertaking to the effect that the CFA/CSP will provide **DEMURRAGE FREE SERVICE** to NIASM Baramati and no request for demurrage and ground rent shall be entertained in any case.
2. To pay the Advance for Custom Duty charges up to an amount of Rupees **Two Lakh**.
3. Solvency Certificate issued by a Nationalized Bank **for Rupees 10 Lakhs**.
4. **To arrange insurance on behalf of the customer, if assigned, and lodge claim as and when required**
5. CFA/CSP should not have been blacklisted/ suspended or any other services related dispute like imposition of penalty to the extent of damage incurred during the subsistence of contract, and also recovery of the outstanding amount from any of the institutes /organizations. An affidavit (by Notary) to this effect should be enclosed. Non-disclosure of such information will result in termination of the tender without any notice. In case of detection of such incident, at any stage of the tender/ contract, the contract (if awarded) shall be terminated and the EMD/ PBG submitted by the firm will be either for fitted or enchased without any notice the agent.

### **CHAPTER 3 SCOPE OF WORK:**

The scope of the Consolidation-cum-clearance contract is detailed below.

- 1.** Customs clearance of imported consignments from International air ports at Mumbai. Foreign Post Office and filling of Bill of Entry (BOE) for NIASM Import Shipments.
- 2.** The clearance of precious and delicate type of Equipment's, Instruments and other special type of materials, including Perishable chemicals, dangerous goods (DGR) and Over Dimension Cargo (ODC) shipments.
- 3.** Collection of all documents related to Imports/ Exports from NIASM Baramati, Custom clearance of the consignment including all the stages of customs clearance -Obtaining Non-delivery certificate/short landing certificate in the case of materials are short delivered by IAAI, or airlines and lodging of claims with them immediately on behalf of NIASM Baramati. Arranging insurance survey at Airport/IAAI in case of damages to the consignment.
- 4.** Any other job in connection with the clearance of goods from Customs.
- 5.** Clearance of Post Parcels from Customs/Foreign Post Office & delivery to NIASM Malegaon, Baramati.
- 6.** Clearance of consignments from Customs at Mumbai and dispatch to NIASM Malegaon, Baramati.
- 7.** Follow-up of cases of recovery of any excess Customs duty paid.
- 8.** Consolidations of the consignments being imported from Gateway Airports in the Country of consignee's Supplier(s).
- 9.** Complete Monitoring and Supervision of the movement from the date of order/LC and regular feedback on the progress of Shipment to NIASM. In case the Pre-Alert/Advance Shipping Document is not received before landing of the consignment the delay in clearance will be on the part of Agent and the amount of demurrage will be recovered from the bill. NIASM Baramati will not pay any demurrage charges.
- 10.** To provide timely information (pre-alert) regarding dispatches and other relevant Information to NIASM via E-mail/Fax (Weight/ P.O. No./ No. of Packages/ Supplier etc./ Type of Cargo (Perishable/ DGR/ODC).
- 11.** To facilitate specialized packing (as required) of all kinds of materials as per the IATA specifications and international packing standards.
- 12.** Clearance and Transportation of special projects materials voluminous and heavy packages, dangerous and hazardous materials including Radioactive Materials.
- 13.** Prompt communication through telephone and Email etc. to ensure quick NIASM Baramati clearance.
- 14.** Any other service needed regarding consolidation (as required).
- 15.** The cleared consignments will have to be delivered during office hour only as far as possible and practicable manpower/laborers for unloading / shifting / moving of consignments will have to arrange by the agent at his own costs. The agency must have the facility for storing the consignment, which could not be transported to NIASM Baramati immediately. In case of the items which has to be kept in cold storage, such facility should be provided / arranged.

- 16.** The agent shall be required to contact this office within 24 hours after receiving telephones / e-mail message for the collection of the relevant documents.
- 17.** Unloading and distribution of consignment(s) at the institute will be the agent responsibility and unloading should be made in the presence and supervision of the Institute staffs. Only insurance approved transporters i.e. the transporters should have documentations as per the approved norms of insurance company, be engaged in order to avoid any problem on occurrence of any on-toward incidence.
- 18.** Even in case of any dispute, the consignment shall be cleared by agent handed over to NIASM Baramati pending the settlement thereof.
- 19.** Export for Repairs, which will be Re-Imported after repairs. Export of equipment's for replacement.
- 20.** All procedural formalities for these Exports with Customs will be required to be done by the Bidder.

## CHAPTER 4: SPECIAL INSTRUCTIONS TO THE BIDDERS

**Procedure for sealing and marking of bids:**The Tender / Bid Cover shall contain the following:

- a) **FIRST** envelope should contain the Earnest Money Deposit and Cost of Tender Document. The envelope should be sealed and super scribed as “EMD COVER”
- b) **SECOND** envelope should contain the Technical Bid along with enclosures desired in the Tender document. This envelope should be sealed and super scribed as “TECHNICAL BID” Cover.
- c) **THIRD** envelope should contain the Price Bid. This envelope should be sealed and super scribed as “PRICE BID” Cover.
- d) All the above mentioned THREE SEPARATE ENVELOPS are to be sealed and kept in one single Larger size outer envelope (**FOURTH** envelope) which should also be sealed and super scribed.
- e) **FOUR ENVELOPS** shall be super scribed with following details:

Tender reference Number .....for						
.....						
Due date of tender .....and time						
.....						
Name of the Department inviting this Tender						
.....						
Name	and	Complete	address	of	the	Bidder
.....						

- f) If all the THREE inner envelopes and the ONE outer envelope (i.e., larger size envelope) are not sealed and marked as instructed, NIASM will assume no responsibility for the misplacement or premature opening of any of the envelope. An envelope opened prematurely will be rejected.
- g) There shall NOT be any price indication in the technical bid. If for any reason, it is found that the technical bid reveals the price bid related details in any manner whatsoever, or, the price bid is enclosed in the envelope super scribed, “Technical Bid”, the bid document will be summarily rejected in the first instance itself. Any offer containing both the Technical bid and Price bids in the same envelop will also be out rightly rejected.

## CHAPTER 5: TERMS & CONDITIONS

**1. The contract shall be awarded for two years renewed annually.** The same may be extended subject to satisfactory performance of the agency.

**2. Performance bank Guarantee (PBG):** The successful bidder shall have to submit a PBG as per the prescribed format within 15 days of award of the contract. **PBG shall be for a sum of Rs.5 lakhs (Rupees Five lakhs)** only valid until 60 days after the expiry of the contract. EMD of the successful bidders will be returned on award of contract.

**3. Special Arrangements for Perishable Consignments:** In case where the consignments are highly perishable in nature, CFA/CSP will have to arrange dry-ice stuffing (including procurement and filling-up) of the consignments at the storage place at the airport/post office on its arrival and till their clearance and delivery at NIASM Baramati. CFA/CSP has to get Perishable/dangerous consignments cleared within 24 hours of arrival and deliver them at NIASM Baramati at the earliest possible time, after clearance. In case, perishable consignment is damaged on account of insufficient dry ice during storage, clearance or transportation, CFA/CSP will be held responsible for the damage and the loss will be recovered from the payments due.

**4. Re-export and Re-import:** CFA/CSP may be required to export certain items for repairs or replacement, which may be re-imported after repair. CFA/CSP should undertake completion of all the formalities with the customs authorities for this purpose.

**5. Excess Remittance of Customs Duty:** CFA/CSP is required to actively follow-up cases of recovery of excess duty, if any, paid to customs.

**6. Efficiency Rating of CFA/CSP:** NIASM Baramati yardstick for judging the efficiency of CFA/CSP will be as follows:

a. Minimizing/Altogether eliminating payment of storage Charges for duration beyond free time. (Demurrage free consignment)

b. Coordinating with customs / carrier and obtaining Cargo Arrival Notice (CAN) within a day and forwarding CAN to Stores & Purchase Department of NIASM Baramati.

c. Expeditious clearance and delivery of consignments to NIASM Baramati after receipt of all the documents from NIASM Baramati.

d. Fulfillment of the eligibility criteria mentioned earlier.

**7. Maximum Amount of Freight:** CFA/CSP should indicate in the price bid, the maximum amount of freight for a single consignment that CFA/CSP can pay on behalf of NIASM Baramati and get it reimbursed from NIASM Baramati through the bills after clearance and receipt of consignments at NIASM Baramati (To be indicated in price bid only).

**9. General Services:** NIASM expects that CFA/CSP should have good reputation in the market, must have good rapport with the custom authorities to avoid/minimize delay in custom clearance, and not refer petty matters to NIASM Baramati.

**10. Other Charges/Levies:** All statutory Charges/levies not mentioned in the format of rates etc. will only be paid/ reimbursed on the production of the receipts / vouchers for the same.

**11. CIF/CIP Shipments:** Many orders are placed with foreign suppliers on CIF/CIP basis. CFA/CSP shall arrange to liaise with the supplier / carrier for clearance and delivery of consignments at NIASM.

**12. FCA/FOB Shipments:** Purchase Orders are also placed with foreign suppliers on FOB / FCA basis. CFA/CSP's console airfreight rates must be based on FOB / FCA shipments i.e. from shipping Airports in the exporting country to Mumbai Airport. Inland handling / forwarding Charges in the exporting country will not be separately payable by NIASM

**13. EX-WORKS Shipments:** In case the foreign supplier agrees to supply the goods on Ex-works basis only, CFA/CSP shall arrange collection and shipment of the consignment from the foreign supplier warehouse to NIASM. Inland handling / forwarding Charges in the exporting country will be reimbursed by NIASM.

**14. Follow-Up of Shipments:** Copy of the order placed by NIASM on foreign supplier will be forwarded to CFA/CSP. It is the sole responsibility of the CFA/CSP to follow up the matter with its foreign associates and foreign supplier to ship the goods within delivery schedule.

**15. Forwarding/Consolidation Facilities Abroad:** CFA/CSP should have network of cargo forwarding / consolidating agents in at least 20-25 countries like **USA, UK, Germany, Japan, France, Switzerland, Hong Kong, Canada, Norway, Sweden, Austria, Ireland, Singapore,**



**Denmark, Italy, The Netherlands (Holland) etc.** Rates for forwarding / consolidation should be specified with reference to the Air India - IATA rates from respective countries of import to Mumbai airport. Where Air India flights are not available then IATA rates of the national airline of that country would be considered. Consignment will be required to be shipped in the first available console of any airline. Under no circumstances should these rates exceed than those specified in latest issue of the IATA Tact Book. CFA/CSP should submit an undertaking to this effect on its letter head.

**16. Inspection Facility:** CFA/CSP shall, if required by NIASM carry out or arrange to carry out inspection (arrangement of third party inspection reports) of the ordered material at the country/port of shipment/supplier's premises and also inspection of the packing/labeling/markings etc. (as per international packing standards & norms).

**17. Custody of Consignments:** Safe custody of consignments cleared is the responsibility of CFA/CSP till they are delivered to NIASM. CFA/CSP has to assist in processing and liaison of claim(s), if any, lodged by NIASM in the event of any damage, etc., if required and specifically ordered.

**18. Short landing:** Whenever any Short landing Cargo is noticed, CFA/CSP shall file "Not found" or "Not traceable" notice with the Airport Authorities, obtain 'Not Traceable Certificate', and also lodge formal claim with the Airport Authorities/airlines concerned with all necessary documents under intimation to NIASM Baramati.

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

**20. Liaison and Co-Ordination With NIASM:**

- a. CFA/CSP shall maintain close liaison regularly with NIASM Baramati.
- b. CFA/CSP shall arrange collection of documents whenever telephonically informed.
- c. CFA/CSP shall take immediate steps for finalization of the Bill of Entry from time to time and shall see that they are filed with the customs authorities.
- d. CFA/CSP shall arrange one of its employees to be in contact with concerned staff of Purchase Department of NIASM. The representative of CFA/CSP shall make all necessary arrangements in advance for proper handling and delivery of consignments at the destination/site for installation.

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

**22. Safe Custody of Duty Exemption Certificate (DEC):** CFA/CSP shall be responsible for safe custody and proper use of DEC provided to CFA/CSP by NIASM Baramati.

**23. Delivery of Consignments and Arranging Labour for Unloading:** CFA/CSP shall arrange delivery of the consignments at the earliest possible point of time. Delivery to be effected during working hours, as far as possible. In respect of perishables / urgent consignments (as intimated by

NIASM), NIASM will accept delivery beyond office hours and on all holidays. CFA/CSP shall arrange requisite manpower for unloading, shifting, or moving the consignments, at laboratories NIASM Baramati.

**24. CFA/CSP Not Blacklisted By or In Dispute Relating to Service with Any Organization:**

CFA/CSP should not have been blacklisted by any Government organization. CFA/CSP should also not be involved in any kind of service related dispute with any client organization. An undertaking to this effect should be enclosed. Non-disclosure of such information will result in terminate of this contract without any notice, imposition of penalty to the extent of damage incurred during the subsistence of contract, and also recovery of the outstanding amount.

**25. LD Clause:** In case of any delay in delivery within the time period as agreed upon ,NIASM shall have the right to claim penalty for late delivery @ 0.5% of the contract value per week subject to a maximum of 10% or more as to be decided by Director, NIASM Baramati.

**26. CFA/CSP Not In Legal Dispute with NIASM Baramati:** CFA/CSP should not have any pending legal dispute with NIASM as NIASM is interested in very reliable and professional services.

**27. Non-Interruption of Service:** Should any dispute of any nature arise, CFA/CSP shall continue its services as provided in this contract, if required by NIASM, during pendency of the dispute.

**28. Customs Query:** CFA/CSP shall equip itself in advance with all necessary information that may be required for answering customs queries. CFA/CSP shall take all necessary steps to answer both oral/verbal and written queries without any delay. In case of need of clarification from NIASM, the queries may be communicated to NIASM on the day the queries are raised. **Storage charges incurred on account of delay in communicating the queries to NIASM shall be borne by CFA/CSP and further, damage caused to NIASM due to the above said delay shall be made good by CFA/CSP.**

**29. Submission of bills:** CFA/CSP shall tender pre-receipted bills once in every Fortnight for service provided to NIASM. Bill should be in letter-head of CFA/CSP A checklist and original documents in support of various Charges indicated in the bill should accompany each bill. Any bill not accompanied by checklist and one or more documents will not be received in NIASM. Personnel authorized by NIASM will acknowledge receipt of the bills after due verification of enclosures. Bills that are returned to CFA/CSP on account of deficiencies will contain remarks about deficiencies. Incidence of storage charges attributed to oral/verbal queries of customs authorities shall not be claimed by CFA/CSP.

**30. Amount Claimed In The Bill:** Further, it is specifically and clearly understood that the bills should be tendered only for sums entitled under this contract.

**31. Payment of bills: NIASM Baramati** shall make every effort to examine and arrange payment of bills within 30 days of receipt of the pre-receipted bills with all the relevant original supporting documents. However, delay in settlement of payments shall not be accepted as valid ground for CFA/CSP to delay clearance of consignments and/or make any advance payment to CFA/CSP. It is clearly and specifically understood that storage charges incurred on account of delay in clearance of consignments on grounds of delay in payment of bills on the part of NIASM, will have to be borne by CFA/CSP. All the bills will be admitted by NIASM only for the sums entitled under this contract. NIASM does not undertake to communicate, to CFA/CSP, reasons for partial or non-admission of one or more claims made in the bills.

**32. Continuation of Services during Pendency of Payment of Bills:** NIASM will make every effort to arrange payment of bills within 30 to 45 days of receipt. If payment is delayed beyond 45 days for any reason, the **CFA/CSP shall NOT STOP clearing consignments and their delivery at NIASM.** CFA/CSP should have adequate financial standing to continue clearance activities during pendency of payment of bills.

**33. Short-Listing and Tenure of Contract:** Tenderers should provide all the supporting documents mentioned above, failing which their applications will not be considered for short listing. The duration of the contract will be for TWO years, but the contract may be renewed every year subject to satisfactory performance by CFA/CSP.

**34.** It is specifically made clear and understood that this contract shall not vest exclusive rights to the CFA/CSP to provide services to NIASM during the tenure of this contract. Notwithstanding this Agreement, NIASM 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.

**35. Fidelity Bond:** The selected CFA/CSP will have to submit a fidelity bond of **Rs. 20 Lakhs** as a safeguard for safe and damage free shipment at NIASM.

**36. ARBITRATION** i. In the event of any question, dispute / difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitrator appointed by the Director, NIASM. The award of the arbitrator shall be final and binding on the parties.

**37. Jurisdiction:** This contract between the supplier and the buyer shall be governed by the LAWS of India and under this contract shall be taken by the parties only in Pune, **India** to competent jurisdiction.

**38.** The Contract shall be awarded based on the Credentials/Experience and Network base of Agencies in India and worldwide. There will be no implication of lowest bidding conditions since this is not related to procurement of goods rather importing of services.

**39. Director, NIASM reserves the right to accept/reject any or all tenders without assigning any reasons thereof.**

## **CHAPTER 6: PRE BID MEETING**

It is proposed to convene a pre bid conference on **17<sup>th</sup> November 2015 at 2.30 P.M.** Prospective bidders are advised to submit their doubts. Questions/ clarifications, if any, through Mail (Mail ID: **niasmao@gmail.com**) before the date of pre bid conference. Subsequently on the date of the conference, the questions should be given in writing. Bidders can raise supplementary questions during the course of the conference.

From our side we would like to seek advice/ suggestions from the bidders about the following: 1. Transit Insurance arrangement for our imported consignments from Mumabii Air Port / Sea Port to NIASM Malegaon Baramati. 2. Delays in getting country of origin certificate from Chamber of Commerce of the ForeignSupplier.

Minutes of the Meeting, including the text of the clarifications sought and the response given by the NIASM will be notified in the NIASM website.

Any Modification in the Bidding document which may become necessary as a result of the pre bid meeting shall be made known to all the bidders by the NIASM through a notification of the amendment in the website of the NIASM.

## CHAPTER 7: TENDERING PROCESS

1. The tender document and terms and conditions should be downloaded from our website [www.niam.res.in](http://www.niam.res.in).
2. Through two separate Demand Drafts, the bidder is required to furnish Earnest Money Deposit (EMD) Rs. 10,000/- (Rupees Ten Thousand Only) and Cost of Tender Document Rs.1000 (One thousand only).
3. **Without EMD and Cost of Tender Document, the technical bid will NOT be opened and the tender will be rejected summarily.**
4. The sealed tender should be submitted on or before **26<sup>th</sup> Novemeber 2015 up to 02:00 P.M** either through Post or through Hand delivery at the Postal Section of NIASM and addressed to the Director, National Institute of Abiotic Stress Management Malegaon Baramati.
5. At the first stage, the envelope containing EMD amount and Cost of Tender document will be opened and at the second stage the envelope containing Technical Bid **will be opened on 26<sup>th</sup> November 2015 2.30 P.M** in the presence of the bidders or their authorized representatives, who choose to be present at the time of opening.
6. At the time opening of Tender opening, the name of those who have submitted their offers along with the details of their remittance of EMD and Cost of Tender Document will only be read out and no other information/ details whatsoever will be shared at this stage.
7. If in any case, unscheduled holiday occurs on prescribed closing/ opening date, the next working day shall be the prescribed date of closing/ opening.
8. At the third stage, price bid of the technically acceptable offers will be opened for further evaluation and ranking for award of the contract/ purchase order.
9. The bidders are advised to go through the tender documents and understand the terms and conditions specified therein before submitting the tender.
10. **The Tender document consisting of Technical Bid (along with all annexure to the technical bid) and Price Bid should be submitted in the Prescribed Format only.**
11. The bidders are not allowed to make addition or alteration in the tender document.
12. Each and every page of the submitted bid shall carry page numbers.
13. All pages of the tender document shall be signed by the person duly authorized to sign, on behalf of the bidder.
14. No paper / page shall be detached from the tender document. No addition or alteration should be made in the tender document. Conditional tender, late and delayed tender will not be accepted/ considered.
15. Printed condition at the back of the letter or bid from the bidder will be ignored. If it is desired to apply any particular condition to tender, the must be clearly brought out in the body of the bid/ tender itself.
16. The NIASM shall not be responsible for any postal delay in receipt of the offer. Tender should be properly sealed.
17. The NIASM will not be responsible for pre mature opening of the tenders.
18. The offers submitted by fax/E-mail etc. shall not be accepted and will be summarily rejected.
19. The Vendor should stamp and sign on each page of the technical and price bid.
20. Offers should be clearly written or typed. All cutting / over writing must be attested.
21. Bidders must confirm the acceptance of all the terms and conditions of the tender.
22. Making misleading or false representation in the bid document will lead to disqualification of the bidder resulting in forfeiture of EMD amount.
23. The tender should be submitted through Registered Post or Speed Post or through Hand delivery.
24. Any non-acceptance or deviations from the terms and conditions must be CLEARLY mentioned. However, bidder must note that any conditional offer or any deviation from the terms and conditions of this tender may render the bids liable for rejection.
25. **Earnest Money Deposit (EMD):** The EMD of all the unsuccessful bidders will be returned to them at the earliest after issue of work order. The EMD of successful bidder shall be returned on receipt of Performance Bank Guarantee. No interest will be payable by the NIASM on the EMD amount.

## CHAPTER 8: FORMAT FOR TECHNICAL BID

S.No .	Item/ Requirement from the Bidder	Response
1	Particulars of remittance of EMD: Specify (a) DD Number (b) Amount (c) Name of Issuing Banker <b>Note: Bids without EMD will be rejected</b>	
2	Particulars of remittance of Cost of Tender Document. Specify (a) DD Number (b) Amount (c) Name of Issuing Banker <b>Note: Bids without cost of tender document will be rejected</b>	
3	Name and Complete Postal address of the Applicant or Bidder Firm/ Company with phone/ Fax/ Mobile number	
4	Legal status / Constitution of the Bidder : (a) Sole Proprietor (b) Partnership (c) Private Limited Company (d) Public Limited Company (e) others <b>Please attach self-attested documentary proof</b>	
5	Year of Commencement of Business and Location of the Registered / Main Office	
6	(a) Name, (b) address ,(c) designation, (d) phone & cell number and (e) E mail ID of the CONTACT PERSON of the bidder	
7	If the bidder even been blacklisted by any Government/ PSU/ State or Central University, educational institutions? Please give details and reasons thereof.	
8	Whether the rates have been quoted as per the Price Bid Format Formats enclosed with our tender document?	
9	Whether the attested copies of valid permanent custom license (CHA) in the name of quoting firm applicable in Mumabi Airport/Seaport Enclosed with your quotation?	
10	Whether the list of name and complete addresses of the freight forwarders/associated With Tel/Fax/email/enclosed.	
11	Whether the quoting firm has valid IATA or FIATA Membership and copy of certificate Has been submitted.	
12	Whether the quoting firm has valid ISO quality system certification and copy of certificate has been submitted.	
13	Is quoting firm registered with Indian custom House Mumabai as CONSOL/clearing agent?	
14	Whether the quoting path has executed at least three similar Freight forwarding and custom Clearance work during the Last three years in any NITs/IITs/IISER/CSIR/ICAR Lab/R&D organizations. Or Govt. Dep't. /PSU. Is documentary evidence/ certificate about satisfactory completions of the work with these organizations enclosed with their complete Mailing address and telephone numbers.	
15	List of overseas consolidators	
16	Copy of the PAN CARD.	
17	Copy of the registered with Service Tax Authorities	
18	Membership Certificate of WCA and MTO	
17	Whether declaration and undertakings as desired in the tender document has been given?	

**Authorized signatory of Bidder with Seal**  
Name.....

**Designation.....**

**CHAPTER 9 FORMAT FOR PRICE BID**

No.	Item/Job Description	% on assessable Value of consignment	Amount
1.	Percentage of Agency Commission/Attendance Charges on Assessable Value: a) At Mumabi Airport b) At Other Airports anywhere in India		
2	Percentage of Agency Commission/Attendance Charges on Assessable Value at Mumabi Sea Port. Any other charges at Mumabi Sea Port.		
3	Re-export Agency Commission (Repair/Replacement / Returnable Cases)		
4	Agency commission/attendance charges at Foreign Post Office at Mumabi		
6.	CMC/EDI Charges, Documentation Fee, BE filing etc.		
7.	Customs Examination, Sealing, Repacking, Crane/Forklift Charges for upto 500 Kg items.		
8.	Delivery charges for FOB/ FCA & Ex-Works shipments		
9.	Door Delivery Charges (Equipment / Non-perishables) including Labour charges for unloading at NIASM Baramati Stores (a) consignments weighing upto 50 kg (b) Consignments weighing more than 50 kg upto 500 Kg (a) Consignment weighing more than 500 kg (b) 20' Trailer with / without container (c) 40' Trailer with / without container		
10	Door Delivery Charges for consumable/ perishable items (Dry/ Gel Ice Highly perishables and sensitive chemicals/ Radioactive / DGR items). Note: These items will be required to be transported immediately after clearance from Airport to NIASM.		
11	Any other charges: Important Handling of equipment and other items is crucial even within NIASM, so that they can be delivered at the right place. These are highly sensitive and cost costly scientific equipment and required delicate and professional handling. (a) Charges for Handling (unloading / moving ) of items / equipment at NIASM (on per kg basis) (b) Courier / Document collection charges (c) Fax Charges (d) Crane / Fork lift charges at the Airport for items weighing more than 200 kgs. (e) Any other charges		
12	Discount on Standard IATA Rates for Forwarding Cases only.		
13	Maximum amount the agency can pay on behalf of NIASM on accounts of Customs duty, Freight and other charges in advance		
14	Service Tax		

**Authorized signatory of Bidder with Seal**  
**Name.....**  
**Designation.....**

**Important Note**

- (a) All charges should be quoted on per consignment / shipment basis
- (b) Consignments will have to be delivered during office hours between 9 A.M to 5.00 P.M as far as possible.
- (c) Perishables/ Redioactive etc., consignments can be delivered even after office hours during holidays etc., to ensure their safety. Radioactive items should be handled with proper safety precautions.
- (d) Manpower for loading/ unloading at NIASM will have to be arranged by the C&F Agency. Safety of the equipment and the persons involving in doing so will be your responsibility. Location survey may have to be arranged in advance.
- (e) If arrangement of special equipments (crane, pulley chain etc.,) is required for unloading/ shifting of items no separate charges will be paid for them and it will be deemed inclusive in the charges quoted above.
- (f) Please do not leave any column blank. If there are no charges, they word NIL must be specified in the relevant column.

Signature of the Authorized Person with Seal

**CHAPTER 10 CERTIFICATE FOR NON BLACK LISTING**  
**(On non-judicial stamp paper worth Rs.50)**

We.....(name of the firm) certify that our company/ firm has not been black listed by any Government Department/ Government Educational Institutions/ Research Institutes during the last three years.

**Authorized signatory of Bidder with Seal**

**Name.....**

**Designation.....**

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**CHAPTER 11 UNDERTAKING BY THE BIDDER**

1. We agree that the consignments after clearance from airport will directly be delivered to the premises of NIASM Stores at Malegaon, Baramati within 7 days of clearance. In case of perishable item, it will be delivered within minimum time with necessary temperature control arrangements.
2. We agree to pay the customs duty for all consignments at the time of clearance from airport and its reimbursement (excluding courier time) against paid challan. We shall submit bill along with the paid challan for reimbursement of customs duty paid.
3. We agree that we shall not claim any demurrage charge, if paid by us at the time of clearance, for the shipments arranged by us.
4. We agree that the house Airway bill number and date and master Airway bill number and date will be intimated to the importer at least four days prior to arrival at the Mumabi Airport for the purpose of insurance coverage of the consignment.
5. We agree that we shall collect necessary documents required for clearing of consignments by deputing our representative to NIASM as and when required.
6. We agree that we shall submit the original house Airway Bill, Copy of master Airway Bill, Customs Signed Invoice, Bill of Entry both importer copy and Exchange control copy, along with the clearing charge bills.
7. We shall prepare the airfreight bill and transport/delivery charges bills strictly in accordance with the approved rates. Under no circumstances air freight rates charged by us, shall exceed those specified in the latest issue of IATAT Act Book.
8. We agree to accept the RBI Exchange Rate/SBI T. T. Selling rate on the date of arrival at India. (Import), for the purpose of calculation of airfreight charges.
9. In case the cargo is received in shortage/damages condition/short landing cargo, no payment shall be made to CFA till NIASM receives the insurance claim. In such cases we are required shortage/damage/not found/not traceable notice with airport authorities and obtain necessary certificate from the Airline and lodge necessary claim with the concerned authorities under intimation to NIASM. During inland transportation any loss/ damage is the sole responsibility of clearing agent. In that case we have to provide loss/ damage certificate immediately.
10. As we shall handle sophisticated and valuable consignment, we shall have to furnish a fidelity bond of Rs.20.00 Lakhs in favour of Director, NIASM to safeguard the interest of NIASM in the event of any loss to NIASM due to any act of Omission and Commission by us which should be valid till contract period. Director, NIASM will have the discretion to order for the forfeiture of deposit for any breach of contract.
11. In case the cargo is received in shortage/ damaged condition/short landing cargo, no payment shall be released to us, till NIASM receives the insurance claim. In all such cases, we are required to file “shortage” or “damage” or “not found” or not traceable” notice with Airport authorities and obtain necessary certificate from the Airline and lodge necessary claim with the concerned authorities under intimation to NIASM.
12. A statement in MS-Word detailing (1) FCA/FOB Shipment Pickup & Clearance details with Name of Supplier, Item Description and Purchase Order No. ETA at Mumbai. (2) CIF/CIP Shipments detailing the date of landing, collection of D.O. from Supplier’s Freight Forwarder, Clearance &ETA for Delivery to NIASM Stores. Item/Weight/Nature of Cargo (Perishable/DRG/ODC/Purchase Order No.) will be sent on fortnightly to Purchase officer NIASM . We unconditionally accept all the terms and conditions of NIASM

**Authorized signatory of Bidder with Seal**  
**Name**.....  
**Designation**.....

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**CHAPTER 12: BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To  
The Director,  
NIASM

WHEREAS M/s -----, having its office at ----- (hereinafter referred to as the “Supplier”) which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), in pursuance of the Purchase Order No. ----- dated - ----- has undertaken for supply of ----- (hereinafter referred to as the “Contract”). To the **National Institute of Abiotic Stress Management** (hereinafter referred to as the “Purchaser”)

AND WHEREAS it has been stipulated by you in the said contract that the “Supplier” shall furnish you with a bank guarantee by a Nationalised Bank including SBI 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 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 (Rupees -----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

(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:**

1. PBG should remain valid for a period of sixty days beyond the date of completion of all contractual obligation of the supplier including warranty obligation.
2. PBG Should be from a schedule commercial bank operating in India as approved by RBI.
3. In case of the Foreign Banks (for Foreign purchase only) the bank guarantee should be executed by a bank of international repute duly confirmed by State Bank of India or a bank Guarantee executed by State Bank of India or any nationalized bank of India.
4. It should be send directly by the banker of the vendor to NIASM Baramati – 413115