

S. N. Bose National Centre for Basic Sciences

Block JD, Sector III, Salt Lake, Kolkata – 700098

(An autonomous national centre funded by the Department of Science & Technology, Government of India)

Tender No. SNB/PUR/FF&CHA/OT/36/038

Date: 21 / 01 / 2016.

NOTICE INVITING TENDER

Sealed tenders in two parts (separate technical bid and price bid) are invited for Engagement Of Clearing & Forwarding Agent (CFA)/Comprehensive Service Provider (CSP) on behalf of the Director, S. N. Bose National Centre for Basic Sciences for Custom Clearance, Import & Export Handling and International Freight Forwarding under Consolidation agents based in Kolkata.

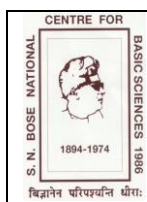
For detailed terms & conditions visit Centre's website <http://newweb.bose.res.in/InfoAnnouncements/Tender.jsp> The sealed tenders must reach this office within **19th February' 2016**.

Registrar

Abridged version of the tender is published on the following newspaper editions:

- 1.) Times Of India, Kolkata on 21.01.2016
- 2.) Ananda Bazar Patrika, Kolkata on 21.01.2016
- 3.) Sanmarg, Kolkata on 21.01.2016
- 4.) Indian Trade Journal on 27.01.2016

Note:- Last date of Tender submission is on 19th February' 2016.



SATYENDRA NATH BOSE NATIONAL CENTRE FOR BASIC SCIENCES
[Funded by the Department of Science & Technology, Government of India]
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NOTICE INVITING TENDER FOR ENGAGEMENT OF CLEARING & FORWARDING AGENT (CFA)/COMPREHENSIVE SERVICE PROVIDER (CSP)

| BID SYNOPSIS | |
|--|--|
| Tender Reference Number and Date | SNB/PUR/FF&CHA/OT/36/038 dated: 21/01/2016. |
| Brief Description of the Tender | Engagement of clearing & forwarding agent (CFA)/comprehensive service provider (CSP) |
| Type of Tender | Two Bid System |
| Our web site address for downloading the Tender document | The tender document may be downloaded from our website www.snbose.res.in |
| Earnest Money Deposit (Refundable) | Rs.10,000/ (Rupees ten thousand only) payable through DD drawn in of "S. N. Bose National Centre for Basic Sciences", payable at Kolkata. |
| Last Date and Time for receipt of tender | 19th February' 2016. |
| Mode of submission of Tender | By Speed Post/ Registered Post or through Hand delivery at the reception counter in the Main Building of S. N. Bose National Centre, Salt Lake, Kolkata. |
| Date and time of opening of Price bids | After evaluation of technical bids, the date, time and place of opening of the Price bid will be intimated to technically qualified bidders. |
| Address for submission of Tender | The Registrar, S. N. Bose National Centre for Basic Sciences, Block JD, Sector III, Salt Lake, Kolkata - 700 098, West Bengal. |
| Procedure for submission of Bid | Envelope 1 : EMD (Should be enclosed with Technical Bid) Envelope 2 : Technical Bid Envelope 3: Price bid Envelope 4: Larger size Outer Envelope (i.e., This is wrapper containing Envelope 1, 2 and 3) |
| Tender Preparation Cost | The tenderer shall solely bear all costs associated with preparation and submission of the bid. In no case such costs shall be reimbursed by the Centre. |
| Contact person | Mr. S. K. Singh, Assistant Registrar (Purchase) S. N. Bose National Centre for Basic Sciences, Block JD, Sector III, Salt Lake, Kolkata - 700 098, West Bengal. Mail id: santosh@bose.res.in |

Notice Inviting Tender

Sealed tenders are invited, on behalf of Director, S. N. Bose National Centre for Basic Sciences(SNBCBS), for engagement of **Clearing & Forwarding Agent (CFA) /Comprehensive Service Provider (CSP)** from the parties dealing with Custom Clearance, Import & Export Handling and International Freight Forwarding under Consolidation.

SNBNCBS is interested in engaging the services of a Competent, Reliable, Experienced and Efficient Clearing & Forwarding Agent/Comprehensive Service Provider, for offering fully integrated solution package that covers Freight Forwarding, Consolidation, Insurance (if required), Customs Clearance, Delivery and Allied Services for a period of **One Year** initially, which may be renewed/extended subject to satisfactory performance in handling SNBNCBS's logistic activities.

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. The CHA registration must have been use for a minimum of Five(5) years at Kolkata customs (Airport and 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 should be attached.

3. Registration with shipping line: The bidder must 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 bidder should have an experience of at least Five(05) years continuously providing custom clearance, forwarding and consolidated service to Government scientific research institutes / Universities Five(05) latest satisfactory work completion certificates issued from at least Five(05) different organizations to whom the services were rendered directly by the bidder should be submitted.

5. Annual Accounts: Certified Copies of Balance Sheet and Profit & Loss Account for the years 2014-15, 2013-14 and 2012-13.

6. A complete List of clients/customer to whom the services have been provided 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 20-25 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 technical bid.

8. ISO Certification: The Agency should be ISO certified. Relevant copy of ISO certification must be attached.

9(a). The bidder must submit a refundable EMD of Rs.10,000 (Rupees Ten Thousand Only) in the form of DD issued by schedule bank in favour of "S. N. Bose National Centre for Basic Science" payable at Kolkata and should be enclosed with the Technical bid only.

(b) EMD of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender including extended period, if any. Further, if the successful tenderer fails to furnish the required performance guarantee within the specified period, its EMD will be forfeited.

10. Copy of the tender document should be duly signed and stamped on each page as acceptance of tender terms and conditions.

DECLARATIONS OF THE BIDDER

Following Declarations on letter head of the bidder duly sealed & signed by the authorized signatory must be attached with the Technical Bid.

1. An undertaking to the effect that the bidder will provide **DEMURRAGE FREE SERVICE** to SNBNCBS, Kolkata and no request for payment of demurrage and ground rent shall be entertained by the Centre in any case.
2. To pay the advance for Custom Duty charges minimum Rs.50,000/- (Rupees **Fifty Thousand only**) on behalf of SNBNCBS Centre.
3. To arrange insurance on behalf of the SNBNCBS, if assigned, and lodge claim as and when required. The insurance should be from warehouse to warehouse basis.
5. Bidder 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 in India. 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 forfeited and credited to the Centre without any notice to the agent.

SCOPE OF WORK

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

1. Customs clearance of imported consignments from International airports and seaports at Kolkata. Foreign Post Office and filling of Bill of Entry (BoE) for SNBNCBS Import Shipments.
2. The clearance of precious, delicate and sophisticated type of Equipments, 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 SNBNCBS Kolkata, 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 or ship and lodging of claims with them immediately on behalf of SNBNCBS Kolkata. 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 SNBNCBS, Kolkata.
6. Clearance of consignments from Customs at Kolkata Airport & Seaport and deliver it at SNBNCBS Kolkata including loading and unloading.
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 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 SNBNCBS Kolkata. 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. SNBNCBS Kolkata will not pay any demurrage charges.
10. To provide timely information (pre-alert) to SNBNCBS Kolkata via E-mail/Fax regarding dispatches and other relevant Information to (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 with SNBNCBS Kolkata through telephone, Tele-fax and Email etc. to ensure quick and prompt 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 be arranged by the agent at his own costs. The agency must have the facility for storing the consignment, which could not be transported to SNBNCBS Kolkata immediately. In case of the items has to be kept in cold storage, such facility should be provided / arranged.
16. The agent shall be required to contact this office within 9:30am to 5:00pm and not more than 24 hours after receiving telephones / e-mail message for the collection of the relevant documents.
17. Unloading/lifting and distribution of consignment(s) at the institute will be agent's responsibility and unloading should be made in the presence and supervision of security personnel. 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 un-toward incidence.
18. Even in case of any dispute, the consignment shall be cleared by agent handed over to SNBNCBS Kolkata 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.

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. 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) **Each of the FOUR ENVELOPS** shall be super scribed with following details:

| | |
|---|---------------|
| Tender reference Number | for |
| Last date for submission | 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, SNBNCBS 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.

TERMS & CONDITIONS

1. **The contract shall be awarded for one year which may be renewed annually.** The same may be extended subject to satisfactory performance of the agency.
- 2(a). **Performance Guarantee (PG):** The successful bidder shall have to submit a DD in favour of “S. N. Bose National Centre for Basic Sciences”, payable at Kolkata for an amount of Rs.100,000.00 Lac (Rupees One Lac only). EMD of the successful bidder will be returned without interest on award of contract and after receipt of PG.
 - (b) PG is to be submitted in the form of Demand Draft in favour of “S. N. Bose National Centre for Basic Sciences”, payable at Kolkata within 21 days from the date of issue of work order. PG will remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the agency.
 - (c) PG will be refunded to the agency without any interest whatsoever after it duly performs and completes the contract in all respects after 60 days of completion of all such obligations under the contract. In case the time for completion of work gets enlarged, the validity period of PG will also get extended accordingly to cover such enlarged time for completion of work.
 - (d) Failure of the agency to comply with any contractual obligation or failure to comply with any tender terms & conditions shall constitute sufficient ground for termination of contract and forfeiture of EMD and PG.
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 SNBNCBS Kolkata. CFA/CSP has to get Perishable/dangerous consignments cleared within 24 hours of arrival and deliver them at SNBNCBS Kolkata 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 pro-actively follow-up cases of recovery of excess duty, if any, paid to customs.
6. **General Services: SNBNCBS Kolkata** 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 SNBNCBS Kolkata.
7. **Other Charges/Levies:** All statutory Charges/levies not mentioned in the format of rates of price bid will only be paid/ reimbursed on the production of the receipts / vouchers for the same.
8. **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 SNBNCBS Kolkata.
9. **FCA/FOB Shipments:** Purchase Orders are also placed with foreign suppliers on FOB / FCA basis. CFA/CSP's console airfreight/sea freight rates must be based on FOB / FCA shipments i.e. from shipping Airports/Sea Port in the exporting country to Kolkata Airport/Sea Port. Inland handling / forwarding Charges / collection charges in the exporting country will not be separately payable by SNBNCBS Kolkata.
10. **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

SNBNCBS Kolkata. Inland handling / forwarding Charges in the exporting country will be reimbursed by SNBNCBS Kolkata.

11. **Follow-Up of Shipments:** Copy of the order placed by SNBNCBS Kolkata 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.
12. **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 Kolkata 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.
13. **Inspection Facility:** CFA/CSP shall, if required by SNBNCBS Kolkata, 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).
14. **Custody of Consignments:** Safe custody of consignments cleared is the responsibility of CFA/CSP till they are delivered to SNBNCBS Kolkata. CFA/CSP has to assist in processing and liaison of claim(s), if any, lodged by SNBNCBS Kolkata in the event of any damage, etc., if required and specifically ordered.
15. **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 SNBNCBS Kolkata.
16. **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 SNBNCBS Kolkata 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.
17. **Liaison and Co-Ordination With SNBNCBS Kolkata:**
 - a. CFA/CSP shall maintain close liaison regularly with SNBNCBS Kolkata.
 - 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 SNBNCBS Kolkata. 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.
18. **Demurrage Free Clearance:** The bidder should carefully note before submission of bid that the CFA/CSP have to clear all consignments without any demurrage charges. If for any reason, demurrage is levied on any consignment CFA/CSP have to bear the demurrage charges.
19. **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 SNBNCBS Kolkata.

- 20. 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 SNBNCBS Kolkata), SNBNCBS Kolkata will accept delivery beyond office hours and on all holidays. CFA/CSP shall arrange requisite manpower for unloading, shifting, or moving/lifting the consignments, at places designated by SNBNCBS security personnel.
- 21. 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.
- 22. CFA/CSP Not In Legal Dispute with SNBNCBS Kolkata:** CFA/CSP should not have any pending legal dispute with SNBNCBS Kolkata as SNBNCBS Kolkata is interested in very reliable and professional services.
- 23. 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 SNBNCBS Kolkata, during pendency of the dispute.
- 24. 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 SNBNCBS Kolkata, the queries may be communicated to SNBNCBS Kolkata on the day the queries are raised. Storage charges incurred on account of delay in communicating the queries to SNBNCBS Kolkata shall be borne by CFA/CSP and further, damage caused to SNBNCBS Kolkata due to the above said delay shall be made good by CFA/CSP.
- 25. Submission of bills:** CFA/CSP shall tender pre-receipted bills for service provided to SNBNCBS Kolkata. Bill should be in letter-head of CFA/CSP and in the format prescribed by SNBNCBS Kolkata. 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 processed by SNBNCBS Kolkata. Incidence of storage charges attributed to oral/verbal queries of customs authorities shall not be claimed by CFA/CSP.
- 26. 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.
- 28. Payment of bills: SNBNCBS Kolkata** 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 SNBNCBS Kolkata, will have to be borne by CFA/CSP. All the bills will be admitted by SNBNCBS Kolkata only for the sums entitled under this contract. SNBNCBS Kolkata does not undertake to communicate, to CFA/CSP, reasons for partial or non-admission of one or more claims made in the bills. All payments will be subject to deduction of Income Tax at source as per Income Tax Act and Income Tax Rule. All payments will be made in INR. RBI exchange rate will be considered for conversion of foreign currency. No demurrage charges will be paid by the Centre.
- 29. Continuation of Services during Pendency of Payment of Bills:** SNBNCBS Kolkata 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 SNBNCBS Kolkata.** CFA/CSP should have adequate financial standing to continue clearance activities during pendency of payment of bills.

30. 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 initially will be for One(01) year. The contract may be renewed/extended subject to satisfactory performance by CFA/CSP and approval of the competent authority of the Centre.

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

32(a). Termination of Contract for Default:

i. The Centre may, without prejudice to any other remedy for breach of contract, by giving 30 days written notice of default sent to the agency, terminate the contract in whole or in part:

a. If the agency fails to perform any contractual obligation under the contract within the period specified in the contract or any extension thereof granted by the Centre.

b. if the Centre has sufficient reason to believe that the agency has failed to perform or observe or fulfil any of the terms and conditions contained herein and/or liable and responsible for any loss or damage suffered by the Centre.

ii. In the event the Centre terminates the contract in whole or in part; the Centre may take recourse to any one or more of the following action:

a) The performance guarantee is to be forfeited;

b) The Centre may procure, upon such terms and in such manner as it deems appropriate, service similar to those undelivered, and the bidder shall be liable for all available actions against it in terms of contract.

c) However, the bidder shall continue to perform the contract to the extent not terminated.

32(b). Termination of Contract for Insolvency:

If the bidder becomes bankrupt or otherwise insolvent, the Centre may, at any time, terminate the contract, by giving written notice to the bidder, without compensation to the bidder provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Centre.

32(c). Termination of Contract by the Bidder

The bidder may terminate the contract by giving 90 days written notice to the Centre.

33. ARBITRATION: 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, SNBNCBS Kolkata. The award of the arbitrator shall be final and binding on the parties. Cost of arbitration will be borne equally by both parties. The venue of arbitration shall be in Kolkata.

34. Jurisdiction: This contract between the agency and the Centre shall be governed by the LAWS of India and under this contract shall be taken by the parties only in Kolkata to competent jurisdiction.

35. The institute expects the consolidation contractor to pick up the air consignment duly packed air worthy by the supplier from their works, in case the purchase order is placed on ex-works basis. In other cases, like

FOB the consignment will have to be picked up from the nearest airport and in that case collection charges will not be applicable.

36. The charges for any delay by the consolidation contractor in issue of cargo arrival notice intimation to SNBNCBS shall borne by the consolidation contractor, including accrual of warehouse charges/demurrage.
37. Since the institute are issuing custom clearance contract for Air, Sea and Air Post Parcel it is expected that the consolidation contract will also be entrusted to the same agency or their associate having facility for consolidation so that the problems like delay in getting cargo arrival notices, AWB/BL, invoice are eliminated and the Bill of Entry is prepared immediately on the same day of arrival of goods and submitted to customs to avoid delay. We will hand over documents like Duty Exemption Certificate, Bank Release Order etc., within 2/3 days of getting Cargo Arrival Notice(CAN), Invoice, AWB etc.
39. The institute also exports some items to various foreign collaborative agencies and defective/wrongly dispatched items back to the foreign suppliers. We also send equipments for repairs and re-import.
40. All the expenses incurred for custom clearance of consignments like warehouse rent, freight charges, Airport/Port Trust dues etc. will be reimbursed on production of proper supporting voucher/receipts.
41. No increase in rates will be entertained during the tenure of the contract.
42. Only those agencies, ready to serve both services (Forwarding & clearance) will be accepted. Quotation for only one service will not be entertained.
- 43. Director, SNBNCBS Kolkata reserves the right to accept/reject any or all tenders without assigning any reasons thereof. The Centre also reserves the right to cancel the entire tendering process without assigning any reason whatsoever.**

TENDERING PROCESS

The tender document and terms and conditions may be downloaded from our website www.snbose.res.in

1. The bidder is required to submit Earnest Money Deposit (EMD) Rs.10,000/- (Rupees Ten Thousand Only).
2. Without EMD, the technical bid will NOT be opened and the tender will be rejected summarily.
3. The sealed tender should be submitted on or before ___ / ___ /2016 up to 4 P.M either through Post or through Hand delivery at the Reception of SNBNCBS and addressed to the Registrar, S. N. Bose National Centre for Basic Sciences, Block JD, Sector III, Salt Lake, Kolkata – 700 098, West Bengal.
4. At the first stage EMD and at the second stage Technical Bid will be opened and evaluated internally.
5. At the third stage, price bid of the technically acceptable offers will be opened for further evaluation and ranking for award of the contract in front of the bidder who will attend. The date and time of price bid opening will be intimated to the bidder accordingly.
6. The bidders are advised to go through the tender documents and understand the terms and conditions specified therein before submitting the tender.
7. 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.
8. The bidders are not allowed to make addition or alteration in the tender document once submitted.
9. Each and every page of the submitted bid shall carry page numbers.

10. All pages of the tender document shall be signed by the person duly authorized to sign, on behalf of the bidder.
11. No paper / page shall be detached from the tender document. No addition or alternation should be made in the tender document. Conditional tender, late and delayed tender will not be accepted/ considered.
12. Printed condition at the back of the letter or bid from the bidder will not be considered and the bid will be summarily rejected.
13. The SNBNCBS shall not be responsible for any postal delay in receipt of the offer. Tender should be properly sealed.
14. The SNBNCBS will not be responsible for pre mature opening of the tenders.
15. The offers submitted by telex/ telegram/ fax/ E-mail etc. shall not be accepted and will be summarily rejected.
16. The bidder should stamp and sign on each page of the technical and price bid.
17. Offers should be clearly written or typed. All cutting / over writing must be initialed and stamped.
18. Bidders must confirm the acceptance of all the terms and conditions of the tender.
19. Making misleading or false representation in the bid document will lead to disqualification of the bidder resulting in forfeiture of EMD amount.
20. The tender should be submitted through Registered Post or Speed Post or through Hand delivery.
21. 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.
22. The Centre shall under no obligation to accept lowest bid and shall be entitled to accept/reject any bid without assigning any reason whatsoever.

CHECKLIST 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 Note: Bids without EMD will be rejected | |
| 2 | Name and Complete Postal address of the Applicant or Bidder Firm/ Company with phone/ Fax/ Mobile number | |
| 3 | Legal status / Constitution of the Bidder : (a) Sole Proprietor (b) Partnership (c) Private Limited Company (d) Public Limited Company (e) others Please attach self-attested documentary proof | |
| 4 | Year of Commencement of Business and Location of the Registered / Main Office | |
| 5 | (a) Name, (b) address ,(c) designation, (d) phone & cell number and (e) E mail ID of the CONTACT PERSON of the bidder in Kolkata | |
| 6 | If the bidder has been blacklisted by any Government/ PSU/ State or Central University, educational institutions? Please give details and reasons thereof. | |
| 7 | Whether the rates have been quoted as per the Price Bid Format Formats enclosed with our tender document? | |
| 8 | Whether the attested copies of valid permanent custom license (CHA) in the name of quoting firm applicable in Kolkata Airport and Seaport are enclosed with quotation? | |
| 9 | Whether the bidder has valid IATA or FIATA Membership and copy of certificate is enclosed. | |
| 10 | Whether the bidder has valid ISO quality system certification and copy of certificate has been submitted. | |
| 11 | Is bidder registered with Indian custom House Kolkata as CONSOL/clearing agent? Documents to be submitted. | |
| 12 | Whether the bidder has executed at least 05(Five) years similar Freight forwarding and custom Clearance work during last 05(Five) years in any Government scientific research institutes / Universities with satisfactory work completion certificates issued from at least Five(05) different organizations to whom the services were rendered directly by the bidder. Documentary evidence/certificate about satisfactory completions of the work with these organizations is to be enclosed with their complete mailing address and telephone numbers. | |
| 13 | List of overseas consolidators | |
| 14 | Copy of the PAN CARD and Trade License | |
| 15 | Copy of the registered with Service Tax Authorities | |
| 16 | Membership Certificate of WCA and MTO | |
| 17 | Whether declaration and undertakings as desired in the tender document has been enclosed? | |

Authorized signatory of Bidder with Seal

Name.....

Designation.....

PRICE BID

Schedule of Rates to be Charged for clearance & other services and Discount on Air freights port of landing – Kolkata Airport/Seaport.

Charges which are normally claimed and rates for which are sought to be quoted by the C&F Agents are classified in four groups (A,B,C,D) for the purpose of comparison among different bidders. Each Bidder, depending upon his quoted rates will be given marks from 0-100 for each group. Finally different weightage will be given to the marks obtained in each group to calculate the Total Score of each bidder :

| <u>Group</u> | <u>Weightage</u> |
|--------------|------------------|
| A | 50 |
| B | 20 |
| C | 20 |
| D | 10 |

Following Formula will be used to arrive at Total Score of a Bidder:

$$\text{Total Score} = \frac{(50 \times A) + (20 \times B) + (20 \times C) + (10 \times D)}{100}$$

(Where A,B,C,D are marks obtained in respective group) Bidder with maximum total score may be treated as lowest bidder. However, Centre does not bind itself for award of contract to lowest bidder.

Note:

- 1. Discounts/Concessions subject to any conditions imposed by the Bidder will be rejected**
- 2. All pages of PRICE Bid should be duly attested with the company seal by the bidder.**

The Price Bid Format:

(Group - A)

Discounted rates of airfreight for forwarding cases (import & export)

| | Particulars | Weightage |
|-----|--|---|
| 01. | Discount offered on standard IATA rates (a single flat discount for each category to be offered irrespective of weight slabs) | Criteria for calculating marks |
| 02. | For forwarding cases : _____% | Flat Discount offered |
| 03. | | One mark will be given for every one percent of discount offered on IATA Rates. |

Note :

1. Every six months, a copy of IATA rates will be required to be submitted by bidder. Most of our shipments by air shall be on FOB basis, therefore Terminal charges, Forwarder's fee, Charges for loading to carrier in shipping country etc. will not be paid separately. If there is any shipment on FCA/Ex-works basis, charges in shipper country will be paid on actual basis on submission of supporting documents in original.
2. No other charges except freight and statutory charges will be paid on FOB consignment against supporting documents. Bidders may quote their discount adjusting other charges if any.
- 3. The freight charges for sea consignment will be paid on actual basis against supporting documents.**

(Group – B)

Following four categories of charges are included in this group:

- (1) Agency commission,
- (2) D.O. charges,
- (3) BoE Processing, Clearing & Handling charges
- (4) Agency Commission on CIF if comes through other Consol.

The bidders will be at liberty to quote lowest possible rates or exempt charges in any category in order to maximize their marks in this group. Total marks in this group will be the sum of marks obtained in each of the four categories.

| Rates to be quoted for following categories of charges:- | | | |
|--|--|-------------------------|---|
| Sl. No. | Category | Rate quoted by the firm | Criteria for calculating marks |
| 01 | <u>Agency Charges for FOB/FCA/EX-WORKS</u> <u>Including:</u> Labour charges or loading at airport EDUI/CMC/BE Charges Documentation fee. IFC Charges IGM Filling Charges, Sealing and any other charges relevant to the clearance of consignment from Airport. | Rs. _____ | 1. Bidder with lowest rate will get 40 marks and Bidder with Highest rate will get 0 marks. Rest of the Bidders will be given mark between 0 to 40 proportionately depending upon their respective rate |
| 02 | <u>D.O. Charges for FOB/FCA Shipments</u> (Actual in case of CIP/CIF Shipments, if come by other consol) | Rs. _____ | 2. Bidder with lowest rate will get 30 marks and Bidder with Highest rate will get 0 marks. Rest of the Bidders will be given mark between 0 to 30 proportionately depending upon their respective rate |
| 03 | BoE Processing, Clearing & Handling charges | Rs. _____ | 3. Bidders with lowest rate will get 20 marks and Bidder highest rate will get 0 mark. Rest of the Bidders will be given mark between 0 to 20 proportionately depending upon their respective rate |
| 04 | Agency Commission for CIF and C&F Shipments, if come by other consol | Rs. _____ | 6 .Bidder with lowest rate will get 10 mark and Bidder with highest rate will get 0 marks. Rest the Bidders will be given mark between 0 to 10 proportionately depending upon their respective rates. |

☞ Note: Service Tax will be paid as applicable.

(Group - C)

| | Particulars | Rate/unit in Rs. | Marks | Weightage |
|--|---|-------------------------|--------------|--|
| | Transportation charges from Kolkata airport / Dock to SNBNCBS: | | | |
| | 1) Upto 50 Kgs. | | 10 | Bidder with lowest rate will get 10 mark and Bidder with highest rate will get 0 marks. Rest the Bidders will be Given mark between 0 to 10 proportionately depending upon their respective rates. |
| | 2) 51Kgs - 100 Kgs. | | 10 | |
| | 3) 101Kgs - 200 Kgs. | | 10 | |
| | 4) 201Kgs - 500 Kgs. | | 05 | Bidder with lowest rate will get 05 mark and Bidder with highest rate will get 0 marks. Rest the Bidders will be Given mark between 0 to 05 proportionately depending upon their respective rates. |
| | 5) 501 Kgs. - 1000 Kgs. | | 05 | |
| | 6) 1001 Kgs - 2000 Kgs. | | 05 | |
| | 7) Above 2000 Kgs. | | 05 | |
| | | | | |
| | Loading & Unloading charges: | | | |
| | 1. Upto 50 Kgs. | | 10 | Bidder with lowest rate will get 10 mark and Bidder with highest rate will get 0 marks. Rest the Bidders will be Given mark between 0 to 10 proportionately depending upon their respective rates. |
| | 2. 51Kgs - 100 Kgs. | | 10 | |
| | 3. 101Kgs - 200 Kgs. | | 10 | |
| | 4. 201Kgs - 500 Kgs. | | 05 | Bidder with lowest rate will get 05 mark and Bidder with highest rate will get 0 marks. Rest the Bidders will be Given mark between 0 to 05 proportionately depending upon their respective rates. |
| | 5. 501 Kgs. - 1000 Kgs. | | 05 | |
| | 6. 1001 Kgs - 2000 Kgs. | | 05 | |
| | 7. Above 2000 Kgs. | | 05 | |

(Group - D)

| | Particulars | Amount (in Rs.) | Weightage |
|-----|---|---|---|
| 01. | <u>Maximum Amount of Freight, Customs duty, clearing charges & statutory charges:</u> 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 SNBNCBS Kolkata and get it reimbursed from SNBNCBS Kolkata through the bills after clearance and receipt of consignments at SNBNCBS Kolkata. Minimum amount is Rs.50,000/-. To score in this category bidders have to quote more than Rs.50,000/-. The Centre will reimburse Customs Duty immediately on submission of receipted copy of TR6 challan. | Maximum Amount..... Less: Rs.50,000.00 <hr/> Total Rs..... | Bidder with highest rate will get 10 marks and Bidder with lowest amount will get 0 marks. Rest of the Bidders will be given mark between 0 to 10 proportionately depending upon their respective rate. |

Note: Forklift, crane or any other material handling equipment will be arranged by C&F agent as felt necessary for loading & unloading of the items smoothly. No extra charges will be paid for the same, by the Centre.

Authorized signatory of Bidder with Seal

Name.....

Designation.....

Important Note

- (a) All charges should be quoted on per consignment / shipment basis
- (b) Manpower for loading/unloading at SNBNCBS Kolkata will have to be arranged by the C&F Agency. Safety of the equipment and the persons involving in doing so will be the responsibility of Agency. Location survey should be arranged in advance.
- (c) 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.
- (d) Please do not leave any column blank. If there are no charges, the word NIL must be specified in the relevant column.

Signature of the Authorized Person with Seal

UNDERTAKING BY THE BIDDER

1. We agree that the consignments after clearance from airport will directly be delivered to the premises of SNBNCBS Stores at Kolkata. 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 consignments at the time of clearance from airport and its reimbursement 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.
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 three days prior to arrival at the Kolkata 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 SNBNCBS Kolkata 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 IATA/FIATA Book.
8. We agree to accept the RBI Exchange Rate on the date of arrival at India. (Import),for the purpose of calculation of airfreight charges of import consignments.
9. In case the cargo is received in shortage/damaged condition/short landing cargo, no payment shall be released to us, till SNBNCBS, Kolkata 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 SNBNCBS.
10. 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 Kolkata. (2) CIF/CIP Shipments detailing the date of landing, collection of D.O. from Supplier’s Freight Forwarder, Clearance &ETA for Delivery to SNBNCBS Stores. Item/Weight/Nature of Cargo (Perishable/DRG/ODC/Purchase Order No.) will be sent fortnightly to SNBNCBS Kolkata . We unconditionally accept all the terms and conditions of this NIT.

Authorized signatory of Bidder with Seal

Name.....

Designation.....
