

**CSIR -NATIONAL PHYSICAL LABORATORY,  
DR. K.S.KRISHNAN MARG,  
NEW DELHI-110012**

Telefax: 011- 45608645

Ref: 14-II/SPO/CHA/2012PB/T-16

Dated: 18.05.2012

**Abbreviated Tender Notice**

Sealed tenders in two bid (Technical & Price bid) are invited on behalf of the Director, NPL New Delhi for awarding contract for Custom House Clearance cum Consolidation Agent services. Interested & eligible bidders are requested to visit our website [www.nplindia.org](http://www.nplindia.org) for downloading detailed terms & conditions tender fee, EMD etc. of the tender notice and arrange to submit the tender accordingly before due date i.e. 14.6.2012 upto 4.30 PM (IST) which will be opened on 15.06.2012 at 2.30 PM (IST) in the presence of tenderers who wish to be present.

**(Stores & Purchase Officer)**

**CSIR- NATIONAL PHYSICAL LABORATORY,**  
**DR.K.S.KRISHNAN MARG, NEW DELHI-110012.**

Tender Number: 14-II/SPO/CHA/2012PB/T-16

Dated:- 18.05.2012

**TENDER DOCUMENT**

**Sub: APPOINTMENT OF AGENT FOR CONSOLIDATION AND CUSTOM CLEARANCE OF  
CONSIGNMENTS OF IMPORT/EXPORT SHIPMENTS THROUGH AIR, SEA AND FOREIGN  
POST OFFICE – AWARDING CONTRACT FOR TWO YEARS**

-----

National Physical Laboratory, New Delhi one of the prestigious Institute of Council of Scientific and Industrial Research, invites sealed tenders with wax/tape/company seal under two bids tender system ie. Part-I (Techno-Commercial Bid) and Part-II (Price Bid) for the appointment of Consolidation-cum Clearance Agent for a period of TWO YEARS subject to renewal on annual performance basis for the import/export of consignments from/to and all over the world by air-freight, air post parcel and sea shipment from the eligible parties dealing with clearance, Import and Export handling and International freight forwarding under consolidation.

Bidders may collect the Tender Documents against payment of tender fee for ₹ 300/- from Purchase branch in working days upto 14.06.2012 before 1.00PM (IST) in cash or by DD drawn in favour of Director, NPL payable at New Delhi. Alternatively, the Tender Document can be downloaded from NPL website i.e. **www.nplindia.org** . No Tender Fee is required in case of downloading.

Interested Bidders are requested to submit the sealed quotation in favour of Director, NPL latest by 14.06.2012 upto 4.30 PM (IST). The quotations will be opened on the next day ie. 15.06.2012 at 2.30 PM (IST) in Purchase Section of NPL in the presence of the Representative of the quoted firms, if any. Tender will be opened on scheduled date and time irrespective of the availability of representatives of the bidding firms.

**Terms and Conditions on which the Contract has to be awarded are given below:-**

1. **ELIGIBILITY CRITERIA:-** Quotations of only those Bidders who shall fulfill the Eligibility Criteria and submit the necessary documents with quotation as mentioned below shall be considered :-
  - i) The quoting firm or its principals should have valid IATA membership.
  - ii) CHA License must be in the name of the quoting firm only.
  - iii) Firm should also be registered with the Indian Customs as consol Agent. Sister concern/ Authorised Party certificate will not be acceptable.
  - iv) Consolidation/CHA must be registered in Custom House.
  - v) The Bidder should have facility for custom clearance at Mumbai and Delhi, both for sea & air cargo and post office.
  - vi) The Bidder should have successfully executed at least two similar freight forwarding and custom clearance work during the last three years in any CSIR Labs./Instt. OR Govt. Department/PSUs. Documentary evidence/certificate about satisfactory completion of the work with those organization may also be enclosed with their complete mailing addresses and telephone numbers.
  - vii) The firm must submit EMD of ₹ 50,000/- (Rs. Fifty Thousand Only) in the form of Demand Draft/Pay Order/Banker's Cheque/Bank Guarantee of scheduled nationalized bank along with the bid in favour of Director, NPL, New Delhi and minimum six months validity are required for these DDs/Pay Order, etc. No interest would be paid on EMD. The EMD will be refunded to the bidders in due course of time.
  - viii) Hand written and unsigned quotations will lead to rejection. Quotation should be submitted on official letter head duly signed by responsible person/officer.
2. **SCOPE OF WORK:-** Following jobs shall fall under the scope of the Consolidation-cum-clearance contract:-

**A) Customs clearance of imported consignments from IAAI/ICD/Foreign Post Office.**

- i) The clearance of precious and delicate type of equipments, Instruments and other special type of materials, etc.
  - 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 NPL.
  - Arranging insurance survey at airport/IAAI in case of damages to the consignment.
  - Immediate delivery of consignment at NPL Delhi after custom clearance.
- ii) Any other job in connection with the clearance of goods from Customs
- iii) Clearance of IPP Parcels from customs/Foreign Post Office, New Delhi
- iv) Clearance of consignments from ICD Delhi/Patparganj or Customs at Mumbai.
- v) Clearance of consignment under temporary imports/ATA carnet/warranty repair/replacement etc. for further exporting to another country.

**B) Consolidation of the consignments being imported from all over the world:**

- i) Complete monitoring and supervision of the movement from the date of order/LC and regular feed back on the progress of order to NPL.
- ii) In case the same is not received before landing of the consignment the delay in clearance will be on the part of Agent and the respective amount of demurrage will be recovered from the bill. NPL will not pay any amount on account of demurrage charges unless specific reason.
- iii) To provide timely information (pre-alert) regarding dispatches and other relevant information to NPL.
- iv) To facilitate specialized packing from all kinds of materials as per the IATA specifications and international packing standards.
- v) Transportation of special projects materials voluminous and heavy packages, sensitive and hazardous materials.

- vi) Extensive communication through telephone, tele fax and Email etc.
- vii) Any other service needed regarding consolidation from time to time.
- viii) Shipment should be made preferably through AIR INDIA.

**C) Exports to various countries:**

- i) Export of defective/damaged items to the countries of Import.
- ii) Export of consignment Imported temporally.
- iii) Export of items for repair, calibrations and other scientific work.

**3. CRITERIA FOR EVALUATION OF BIDS:-**

(I) Two formats for quoting the rates are attached. The rates must be quoted as per the enclosed formats only in the following manner:-

- (a) **Airfreight charges:** The forwarders charge the freight charges on the basis of IATA rates which are fixed by IATA. These rates for different slabs from different countries have been given in the IATA Rate Sheet enclosed herewith with this tender document. The parties must offer a single discount on these rates which should be “in percentage (%) only” for all countries, irrespective of weight, shape, size or dimension of the consignment i.e. General/Voluminous/ODC/hazardous etc..
- (b) The offer of the parties will be evaluated on the basis of the percentage of discount and not on individual rates. In case any party feels that the IATA rates given by us are not matching with the IATA rates then the party should inform to NPL well in advance along with the supporting documents before the date of submission of offer so that necessary action can be taken for amending necessary correction.
- (c) The parties should cover the component of fuel and security/war surcharges and all other charges in the discount offered. No separate charges will be paid on account of fuel and security surcharges etc..
- (d) Offering of discounts in different parameters for different countries, sizes, shapes (voluminous and ODC, etc.) of consignment will disqualify the offer.
- (e) No other payment except the discounted rates of IATA, CC Fee and a Govt. levy shall be made to the Party.
- (f) **Clearance Charges:** The rates must be quoted according to the format only; otherwise quotation will be ignored/rejected. DO charges on consignment coming under consolidation of the contracted firm shall not be paid. DO charges for other consolidation will be paid at actual.
- (g) The tenderers must have its own arrangements of warehousing, insurance, pick-up and delivery by road within the country and also in the exporting country. Details of these facilities in India should be given for proper evaluation.
- (h) Work shall be awarded to a party who shall be lowest in consolidation rates i.e. highest discount offering firm but overall lowest in both air consolidation and clearance charges of air-freighted consignments subject to fulfillment of other condition of tender.

4. **CONTRACTUAL OBLIGATIONS:-** The following obligations are also applicable and same must be fulfilled by the firm :-
- I. The names of the country and airports given in the format are tentative. However, import/export can be from/to any country of world. The IATA rates and discounts as per contract shall be applicable there also.
  - II. On receipt of consignment the firm has to submit a clear copy of MAWB, HAWB, CAN and commercial invoice for Bank Release Order. However, no consignment should be delayed for want of BRO.
  - III. Consolidator will be responsible for the safety of the cargo in all circumstances and handling complete and proper papers whether it may be for import or export consignment. In the events of non availability of invoice or other relevant papers if a consignment incurs demurrage or penalty, the consolidator shall be solely responsible.
  - IV. Freight charges will be paid in India in Indian rupees as per our agreement/contract on the basis of original HAWB rates after receipt of consignment at NPL in out wardly good condition and full quantity of packages after custom clearance. Payment of airfreight charges shall be made on the basis of exchange rates prevailing on the date of shipment supported by a reputed newspaper like EXIM etc. copy of which shall be provided by the Clearing Agent with the Bill.
  - V. The agent must seek approval of FOB charges from NPL in case any consignment is to be shipped on Ex-works basis as per condition of our Purchase Order. These charges should also be mentioned in HAWB.
  - VI. Pre-shipment advises must be intimated well in advance. A weekly statement showing consignments shipped during last week and the proposed shipment during the next week should be submitted invariably.
  - VII. Consignments must be cleared from customs within free days by the consolidation cum clearing agent. The documents to this effect should be collected from NPL forthwith or in advance. The objective of consolidation cum clearance contract is to eliminate the demurrage charges. The quoted party should undertake that they will not allow any demurrage to incur in any circumstances.
  - VIII. Unless confirmed by NPL in writing, no demurrage charges shall be paid to the Agent. Therefore, the Agent has to ensure that all documents required for clearance are obtained from NPL, well in advance.
  - IX. Shipment will be made from the nearest International airport of the supplier. However, if the location of the counterpart of consolidator is far from the location of our supplier, NPL shall have the option to get the consignment shipped through supplier/other means. The consignment will be handed over by the supplier to the consolidator at the nearest airport for onward shipment to India (Delhi). Only airfreight charges shall be payable to the consolidator from the departure international airport to the final destination i.e. Delhi in India.
  - X. The successful bidder will have to submit a Bank Guarantee for ₹ 50,000/- (Rupees fifty thousand only) from a nationalized bank as security, which should be valid at least for 28 months (two years of contract + four months) from the date of contract. The same Bank Guarantee will be refunded/returned after completion of 28 months. No interest would be paid on Bank Guarantee. Director, NPL will have the discretion to order for the forfeiture of deposit for any breach of contract.
  - XI. The rates should hold good during the currency of contract. However, if the rates are reduced by IATA, the benefit of the same may be passed on to NPL immediately.
  - XII. The offer must accompany name and complete address of all associates located in different countries along with names, telephone, telex, fax and e-mail numbers of contact persons.
  - XIII. The successful bidder shall handle sophisticated and valuable consignment, hence the bidder shall have to furnish a fidelity guarantee bond valid for 28 months for an amount of ₹ 5.00 lakhs (Rupees five lakhs only) in favour of Director, NPL, Delhi to safeguard the interest of NPL in the event of any loss to NPL due to any act of omission and commission by the successful bidder.

- XIV. The successful bidder will have to give an undertaking that no consignment of NPL will be detained/withheld by them before or after the clearance under any circumstances.
- XV. The job of export of consignment and the clearance of consignments from Mumbai Airport/Sea port shall be awarded to the party to whom the work of consolidation cum clearance of airfreight consignments will be assigned and subject to negotiations, if necessary.
- XVI. The successful bidder shall have to bear the applicable customs duty upto ₹ 50,000/- (Rupees fifty thousand only) on behalf of NPL whether the shipment is through their consolidation or otherwise, which will be reimbursed to the successful bidder along with the Bill. In case the amount of Customs Duty is more than ₹ 50,000.00 then successful bidder shall intimate NPL about the amount involved in Customs Duty in advance on the basis of Purchase Order so that the customs duty can be arranged well in advance. Any delay in intimating NPL about the duty payable shall be to the account of successful bidder. No plea on account of delay in arranging the customs duty shall be accepted. Any difference upto ₹ 50,000/- between the Bank Draft prepared in advance by NPL towards Custom Duty and the actual amount of duty shall be paid by the agent at the time of clearance. In case of excess payment of duty to IAAI refund shall be recovered from IAAI by the agent himself.
- XVII. The consignment after clearance from airport should be delivered at our Stores on same day. In case, it is felt that the cargo may reach NPL beyond office hours in that case advance intimation shall be furnished to keep the premises open. Alternatively the bidder shall keep the cargo in their stores which have to be insured against fire, theft and other risks so as to indemnify NPL for any loss.
- XVIII. In case the cargo is received in shortage/damaged condition/short landing cargo no payment shall be released to the bidder till NPL receives the complete consignment/insurance claim. In all such cases the bidder is required to file "Shortage" or "Damage" or "Not Found" or "Not Traceable" claim with the Airline/Steamer/ Airport Authorities, obtain necessary certificate from the Airlines/Sealiner.
- XIX. NPL is exempted from payment of Customs Duty as per notification No.51/96-Customs dated 23<sup>rd</sup> July 1996 as amended from time to time. The bidder has to ensure clearance of the consignments under the above notification.

## 5. **GENERAL :-**

- I. Quotation will be enclosed in a sealed cover addressed to Director, NPL, New Delhi. The cover should be sealed and super scribed **"QUOTATION IN RESPONSE TO NPL ENQUIRY NO: 14-II/SPO/CHA/2012PB/T-16, Due on 14.6.2012 and DATE OF OPENING 15.06.2012 at 2.30 PM In case due to any reason the due date or opening happens to be a holiday, the next working day shall become the due or opening date. No separate information will be sent to the bidders for this reason.**
- II. Quotations received by post addressed to the Stores and Purchase Officer, NPL, Delhi and must reach to this office before scheduled date and time. NPL is not responsible in receiving of any delay quotation due to any postal delay and postal strike.
- III. Amount quoted in the quotation must be mentioned in figure and words. If any discrepancies found in the figure and words amount then the amount mentioned on lower side be entertained and order placed on the lower side quoted amount. In case of discrepancy in writing the discount portion, the higher percentage of discount will be considered.
- IV. Part-I (Techno-Commercial Bid) will be opened on scheduled date and time in presence of the bidders, if any.
- V. No deviation is acceptable after opening of quotation.
- VI. Payment will be released to the firm only after the receipt of material in NPL Stores and also the receipt of Pre-receipted bill in duplicate addressed to Director, NPL Delhi along with the relevant documents as a proof for which payment has to be charged by the firm.

- VII. Bidders are requested to submit the EMD of ₹ 50,000/- (Rupees Fifty Thousand only) in the form of crossed Demand Draft/Banker's Cheque/Pay Order/Cashier's Cheque of recognized nationalized bank in favour of Director, National Physical Laboratory, New Delhi along with the bid and validity of DD/Banker's Cheque/Pay Order/Cashier's Cheque must be six months from the date of issue. Quotation received without EMD shall be straight away rejected. EMD of unsuccessful bidders will be refunded within 30 days after the opening of quotation and EMD of successful bidder will be refunded within 30 days after the receipt of Security Guarantee. No interest would be paid on the Earnest Money Deposit.
- VIII. Service Tax shall be paid as applicable. However, Service Tax and TIN Number may be clearly mentioned in the quotation and bill also.
- IX. The Director, NPL reserves the right to accept or reject any or all the tenders received without assigning any reason.
- X. The Director, NPL reserves the right to terminate the contract within one month prior notice at any time on finding the service unsatisfactorily or on breach of contract.
- XI. Except where otherwise provided in the clauses of this contract or the execution of the same arriving during the progress of work or after the completion of the work, abandonment there of all disputes shall be referred to the sole arbitration of a person nominated by the Director General, CSIR and if he will unable or unwilling to act, to the sole arbitration of other person appointed by him willing to act as an Arbitrator. The submission shall be deemed to be submission arbitration under the meaning of the Arbitration Act 1940 or any statutory modification of re-enactment thereof for the time being in force. The award of arbitrator so appointed shall be final, conclusive and binding on all parties to this contract.
- XII. All disputes to be settled under jurisdiction of Delhi.
- XIII. The quotation shall be valid for a minimum period of one hundred eighty days (180 days) from the date of opening of bids.
- XIV. All terms used in the Tender Document will have the meaning as described in INCOTERMS-2011.
- XV. Insurance charges for consignments will be arranged by NPL.
- XVI. If any clarification is required which are essential for submission of Tender Document, please contact to under signed.

Yours faithfully,

( Kuldeep Kaushik)  
Stores and Purchase Officer  
Telefax :- 011-45608645

Encls: As above.

**PROFORMA FOR SUBMITTING TECHNO-COMMERCIAL BID**

<b>Sl. No.</b>	<b>ITEM/CLAUSE</b>	<b>YES/NO</b>
1.	Whether the rates have been quoted as per the formats enclosed with our tender document?	
2.	Whether the copy of valid permanent custom license (CHA) enclosed with your quotation and should be in the name of the quoting firm?	
3.	Whether the list of name and complete addresses of the freight forwarders/associates with Tel/Fax/email/ enclosed.	
4.	Whether the quoting firm or its principals have valid IATA membership and copy of certificate has been submitted.	
5.	Is quoting firm registered with Indian custom house as consol/clearing agent?	
6.	Whether the quoting party has executed atleast two similar freight forwarding and custom clearance work during the last three years in any CSIR Lab. or Govt. Deptt./PSU. Is documentary evidence/certificate about satisfactory completion of the work with these organization enclosed with their complete mailing addresses and telephone numbers	
7.	Whether the firm has submitted EMD of ₹ 50,000/- in the form of Demand Draft/Pay Order/Banker's Cheque/Bank Guarantee of scheduled nationalized bank along with the technical bid.	
8.	Whether the name and complete address of the quoting party/associate with telephone/fax/email enclosed?	
9.	Whether the quoting firm has the facility for custom clearance at Mumbai or Delhi both for sea and air cargo & post office?	

**Price bids of only those firms will be opened who fulfill our terms & conditions.**

**Details of EMD: -**

**(Signature)**

**Name of Party with Stamp**



**PROFORMA FOR SUBMITTING PRICE BID**

**1. For Imports Clearance By Air, Sea And Foreign Post Office:**

<b>Sl. No.</b>	<b>Name of Job Work</b>	<b>Quoted Charges only in fix and single amount in Indian Rupees</b>
1.	<p><b>A.</b> Clearance of <b>air-freighted</b> consignments including all the stages of clearance like collection of documents from NPL, collection of delivery order from carriers, DO charges of air lines./ forwarder, customs clearance of consignments including customs documentation, customs examination sealing/strapping etc. and delivery/transportation of consignment at NPL of any volume/weight of consignment with loading/unloading and use of crane etc. (No separate rate for the above item of clearance should be given. <b><u>No additional charges other than those quoted in fixed amount/ percentage shall be considered</u></b>).</p> <p><b>B.</b> All statutory charges shall be payable at actual against a proper receipt.</p> <p><b>C.</b> DO Charges on other than console consignment will be paid on actual.</p> <p><b>D.</b> DO charges shall not be paid on consignments arriving under consolidation of the party.</p>	
2.	Clearance of <b>sea-freighted</b> consignment at ICD Delhi or Mumbai including all stages of clearance and delivered the same to NPL warehouse.	
3.	Clearance of <b>air-parcel post</b> from foreign post office including the delivery of parcel at NPL	

**II. for Export Charges by Air:**

<b>Sl. No.</b>	<b>Name of Job Work</b>	<b>Quoted Charges (in fix amount) in Indian Rupees</b>
<b>1.A</b>	Export of consignments by air including customs documentation customs examination, sealing and opening of packages, preparation of shipping bill s and AWB, stamp & amendment of shipping bills if required, and collection of documents & packages from NPL and transportation up to airport of loading.	
<b>B.</b>	Export of consignments through courier including insurance.	

**Note:** (1) the rates must be quoted in the above proforma only,  
(ii) All Statutory charges including airfreight & post charges shall be paid at actual against proper receipts.

**SIGNATURE & SEAL OF THE TENDERER**

**NAME OF THE SIGNATORY**

PROFORMA FOR SUBMITTING PRICE BID

**IATA RATES SHEET**

**Single Discount (%) to be quoted for Air freight charges as per following IATA rates.**

Name of country	Airport	Min	(-) 45	(+) 45	(+)100	(+) 300	(+) 500	(+) 1000
USA	New York (US\$)	125.00	15.55	11.95	10.36	9.42	9.07	9.07
	Los Angeles	175.00	19.94	15.17	14.95	13.28	12.67	11.97
	San Francisco	175.00	16.94	15.60	14.85	13.30	12.66	12.53
	Chicago	175.00	19.68	18.60	14.95	14.39	14.30	13.73
UK	Heathrow (Pound)	58.00	6.11	6.11	2.96	2.76	2.43	2.43
Germany	Frankfurt (Euro)	76.69	4.09	4.09	2.56	2.30	2.17	2.17
Japan	Tokyo (JPY)	11500.0	1610.00	1370.00	1200.00	1040.00	1040.00	1040.00
Netherlands	Amsterdam (Euro)	68.07	7.82	7.82	3.05	2.83	2.71	2.71
France	Paris (Euro)	80.03	9.10	9.10	3.64	3.27	3.15	3.15
Canada	Montreal (CAD)	185.00	18.47	14.14	12.14	11.08	10.63	10.63
Singapore	Singapore (SGD)	75.00	9.75	7.31	7.31	7.31	7.31	7.31
Switzerland	Zurich (CHF)	120.00	17.25	10.85	5.40	4.55	4.30	4.20
Italy	Milan (Euro)	67.14	4.86	4.86	3.19	3.19	1.91	1.91
Hongkong	Hongkong (HKD)	190.00	30.39	22.79	22.79	22.79	22.79	22.79
Sweden	Stockholm (SEK)	750.00	33.00	27.00	21.00	21.00	21.00	21.00
Australia	Melbourne (AUD)	120.00	7.50	5.65	3.85	2.70	2.30	2.30
	Sydney	350.00	24.50	24.50	23.50	23.50	23.00	23.00
Austria	Vienna (Euro)	71.95	11.12	8.39	8.39	8.39	8.39	8.39
Belgium	Brussels (Euro)	66.93	6.07	6.07	3.00	2.70	2.55	2.55
Denmark	Copenhagen (DKK)	670.00	29.00	26.00	18.00	18.00	18.00	18.00
Taiwan	Taipei (TWD)	1281.00	181.00	136.00	136.00	136.00	136.00	136.00
Malaysia	Kuala Lumpur (MYR)	75.00	9.95	7.47	7.47	7.47	7.47	7.47
Korea	Seoul (KRW)	39300.00	8260.00	6200.00	5370.00	5370.00	5370.00	5370.00
Thailand	Bangkok (THB)	800.00	86.00	65.00	65.00	65.00	65.00	65.00
Mauritius	Mauritius (MUR)	1500.00	152.40	115.00	52.90	52.90	52.90	52.90
Latvia, Rus	Latvia (LVL)	47.73	5.36	4.28	2.79	2.60	2.50	2.50
Percentage of discount offered on above rates. Only one rate of discount should be quoted irrespective of countries sizes, slabs, type (ODC & voluminous, etc.) and inclusive of fuel & security surcharges etc.		<b>In Figures</b>						
		<b>In words</b>						

**Note:** To the best of our knowledge the rates given in above table are the IATA rates.

Dated \_\_\_\_\_

Signature of authorized person \_\_\_\_\_

Name of the party \_\_\_\_\_

Name of the person \_\_\_\_\_

Designation \_\_\_\_\_