For and on behalf of Director, CSIR-NIO, Goa, sealed tenders under (two bid system i.e. technical and commercial bids) are invited for appointment of Custom House Agent at Dabolim airport GOA, from reputed registered custom house agents for the purpose of smooth and demurrage free clearance of Import/Export consignments through air/sea at GOA, India.

<table>
<thead>
<tr>
<th>Tender fee</th>
<th>Rs. 300.00 (non-refundable) or ‘free of cost’ if downloaded from our website – <a href="http://www.nio.org">www.nio.org</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Earnest Money Deposit (EMD)</td>
<td>Rs. 50,000.00 (Rupees fifty thousand only), (refundable).</td>
</tr>
<tr>
<td>Last date and time for submission of tender</td>
<td>04.09.2013 upto 2:30 p.m.</td>
</tr>
<tr>
<td>Date and time for opening of technical bid</td>
<td>04.09.2013 at 3:00 p.m. in the Purchase Section, NIO.</td>
</tr>
</tbody>
</table>
| Address for correspondence                    | Stores & Purchase Officer  
CSIR-National Institute of Oceanography, Dona Paula, GOA-403004, India                                         |

(Dinesh Kumar)  
Stores & Purchase Officer
Tender Document

CSIR-National Institute of Oceanography, GOA is a pioneer research and development institute under the aegis of Council of Scientific & Industrial Research, an autonomous body of DSIR, Ministry of Science & Technology, Govt. of India. We are interested in appointing an authorized Custom House Agent (CHA) to perform the jobs related to the custom clearance of Import/Export consignments (without demurrage) at Goa. Some of our imported consignments come at Dabolim Airport, GOA, India on INCOTERM CIP/CIF etc. and generally covered under the OGL scheme. Concessional rate of custom duty is applicable to CSIR-NIO as we are covered under the notification 51/96. We hereby invites two bids tenders (Technical bid + Commercial Bid) from reputed custom house agents (CHA) registered at GOA custom authorities as per the terms and conditions and other details mentioned herein under:

1. **Scope of contract :-**
   
   Includes all the work related to the custom clearance at GOA of Import/Export of various types of consignments of CSIR-NIO coming to GOA by air/sea from throughout the world on CIP/CIF etc. basis. The CHA should be capable of smooth clearing such consignments from custom authorities within free period and delivery of the consignments up to CSIR-NIO, GOA.

   **Broadly the jobs involves are as under:**

   - Collection of custom clearance documents from CSIR-NIO, Goa as per the shipment alert on case to case basis.
   - Clearance of our all types of consignments from customs authorities at GOA including all the stages of custom clearance.
   - Obtaining non-delivery certificate/short landing certificate in case the materials are found short delivered from IAAI or Airline or concerned authority and lodging claim to the effect with them immediately on behalf of the CSIR-NIO.
   - Arranging for insurance survey at the airport/IAAI in case of the damages found to the consignment.
   - Immediate delivery of the consignment at CSIR-NIO, Goa after it clearance from customs authorities.
   - Clearance of consignments from UPS/Blue Dart/Fed-Ex or any other courier agency at GOA.
   - Clearance of consignments under temporary imports for further exporting to another country (if any).
   - Any other job in connection with the clearance of the consignments from customs authorities.
   - Complete monitoring and supervision of the movement of consignment from the date of our Purchase order/Letter of credit and regular feed back to NIO on the progress of the consignment/order. In case the same is not received before landing of the consignment, the delay in clearance process which may attract demurrage charges will be on the part of CHA and the respective amount of demurrage will be recovered from the CHA.
• To actively keep a watch over the consignment movement and provide timely information (pre-alert) regarding dispatch and other relevant information to the CSIR-NIO.
• To facilitate specialized packing from all kinds of the materials as per the IATA and International packaging standards.
• Smooth transportation of special type of projects materials i.e. voluminous and heavy packages, radio actives, sensitive and hazardous materials etc.
• Re-Export/Re-Import of defective/damaged items to the various countries of import for repair or replacement purpose (including items for calibration and other scientific work) by air or sea. CHA will have to complete all the related formalities related to this.
• Export of consignment imported temporarily for inter comparison of standards and other purpose.
• Export of Containerised/individual cargo for international/national cruises by sea or air.

2. **Period of contract: -**

The contract period will be of 3 years subject to renewal on annual basis. It means that the contract will be initially awarded for 1 (one) year and can be extended annually up to three years depending upon the satisfactory services & performance of the CHA during the preceding contract period.

3. **Earnest Money Deposit:**

An earnest money deposit (EMD) of Rupees 50,000.00 (Rupees fifty thousand only) may be deposited by the bidder along with their technical bid only in the shape of Bank Draft/FDR/ Bank Guarantee (as per attached format) in favour of ‘The Director, NIO, GOA’ payable at GOA. The offers not accompanied with the requisite EMD will be straight way rejected and no correspondence will be entertained in this regard. EMD of successful bidder is returnable only on submission of performance bank guarantee (PBG) within 21 days of award of contract. In case the successful bidder fails to execute the contract then the EMD amount will be liable to be forfeited. EMD of unsuccessful tenderer(s) will be returned within 15 days of award of contract. EMD may be submitted as per format at annexure ‘C’.

4. **Performance Bank Guarantee:**

The successful bidder will have to deposit within 21 days of receipt of award of contract, a performance bank guarantee of Rs. 1,00,000.00 (Rupees one lakh only) valid till the contract period + 60 days. Format as per annexure ‘D’.

5. **Experience:**

The bidder must have minimum 2 years of experience for the similar work (herein mentioned in the scope of work) in its own name in any of CSIR laboratories/Institutes or in other similar R&D government organizations like ICMR/ICAR/DRDO/ISRO etc. failing which tender may be liable for rejection.

6. **Location of the bidder**

The bidder must have uninterrupted consignment clearance arrangements at GOA airport. The bidder should be registered as CHA in its own name at the GOA airport authorities for at least 2 years or more. The bidder should have facilities to also undertake clearance and delivery of post parcels/couriers as and when required by CSIR-NIO, Goa.

7. **Special arrangements for perishable consignments:**

Some of our consignments are highly perishable in nature. The bidder 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 CSIR-NIO, GOA. The bidder has to get perishable / dangerous consignments cleared within 24 hours of arrival and deliver them at CSIR-NIO, GOA at the earliest as possible after
the clearance. In case the perishable, consignment is damaged on account of insufficient arrangement of dry ice etc during the storage, clearance or transportation, the bidder will be held sole responsible for the damage and the loss incurred due to this will be recovered from the CHA.

8. **Payment of Custom Duty charges:**
   Successful bidder (CHA) will have to pay custom duty up to Rs. 1.0 (one) lakh per consignment on behalf of CSIR-NIO, GOA and get it reimburse later on from CSIR-NIO after clearance and delivery of the consignment. If in any case custom duty amount is more than rupees 1.0 lakh then CSIR-NIO can provide advance cheque for the same upon the written request of CHA subject to adjustment against final original receipt.

9. **Yardstick for annual performance for extension of contract on yearly basis:**
   Since the contract will be awarded initially for 1 year and it may be subsequently extended up to a maximum of 3 years on yearly performance basis, the following points will be used to evaluate the performance of the successful bidder:
   a. In the preceding year(s) of the contract there is not any case of payment of demurrage or other such storage charges. CHA will have to clear the consignment within the free period allowed by the concerned custom/airline authorities.
   b. Proper coordinating with the custom authorities or airline/carryer and obtaining cargo arrival notice (CAN) within a day and forwarding the CAN to Stores & Purchase Department of CSIR-NIO.
   c. Expeditious clearance and delivery of the consignments to CSIR-NIO after receipt of all the concerned clearance document from us.
   d. During the period of contract the successful bidder does not have any pending legal or other dispute with any of the CSIR Laboratories/ Institutes.

10. **Payment of CHA bills:**
   The payment of CHA bill will be made within 30 days of receipt of consignment in good condition at CSIR-NIO, GOA. If in any case the payment is pending beyond the above period then CHA will not stop providing services to NIO or making its consignment pending due to this reason.

11. **Other Terms & Conditions:**
   a) The bidder must have good reputation in the market and rapport with the custom authorities to avoid/minimize the delay in custom clearance, and not refer petty matters to CSIR-NIO.
   b) A copy of the related purchase order will be forwarded by us to the CHA via email or post etc. It will be the sole responsibility of the CHA to follow up the order execution matter with its foreign associates and the foreign supplier for timely delivery of the consignment within the delivery period of PO.
   c) Safe custody of the consignment cleared is the sole responsibility of the successful CHA till the same is properly delivered at CSIR-NIO GOA.
   d) Wherever any short landing cargo is noticed, the successful CHA shall file “not found” or “not traceable” notice with the concerned airline or authorities & obtain “not traceable certificate” etc and lodge formal claim on behalf of CSIR-NIO, GOA with the concerned airport/airline authorities with all the necessary documentation under intimation to us.
   e) It is the incumbent on the successful CHA to carefully examine all the packages marked for customs examinations of each consignment with the respective invoices and measurement/packaging list etc. If, at the time of physical examination of the consignment any damage or loss of the goods is noticed, the same shall be immediately brought to the notice of concerned airline/airport authority
and necessary claims may be lodged by CHA with those authorities on behalf of CSIR-NIO under
intimation to us. The successful CHA shall pay all the related fee/charges of surveyor to carry out
the survey if required.

f) The successful CHA will maintain close liaison with CSIR-NIO regularly

g) The successful CHA will arrange collection of documents whenever informed telephonically/by
email or otherwise by us.

h) The successful CHA will take immediate step for finalization of the bill of entry from time to time
and shall see that the same is filed with the custom authorities as per prevailing rules/act with
correct HSS classification code(s).

i) The successful CHA shall be in daily contact with the Purchase Department of CSIR-NIO, GOA for
consignment clearance related work/document/services etc. CHA shall make all the necessary
arrangements in advance for proper handling of clearance documents and delivery of consignments
at the destination/site of CSIR-NIO, GOA. CSIR-NIO, GOA will not be held responsible for any
loss of life or damage to the contractor’s person while working under this contract due to any
unforeseen incident within the CSIR-NIO campus. Such liability will be at the tenderer/CHA.

j) The successful CHA shall be responsible for the safe custody of proper use of custom duty
exemption certificate (CDEC) provided by CSIR-NIO, GOA.

k) The successful CHA shall arrange delivery of the consignments at the earliest possible point of
time. Delivery may be affected during the working hours, as far as possible. In respect of the
perishable consignments, CSIR-NIO GOA will accept deliveries beyond the office hours and on all
holidays subject to prior intimation about the same by the CHA to CSIR-NIO, GOA. CHA will
arrange requisite manpower and other equipment for unloading, shifting, or moving of the
consignment at and within the CSIR-NIO premises.

l) CHA will have to provide a monthly report of the deliveries of consignments against our purchase
orders(s).

m) Any of the bidder/CHA blacklisted by CSIR Hq/Laboratories/Institutes or any of the Government
organization(s) need not apply. If any such CHA apply then its bid/tender will be summarily
rejected without any notice to the concerned tenderer.

n) The tenderer should not have any pending legal dispute with CSIR laboratories/institutes. This may
be the cause of rejection of the tender.

o) If there is any dispute of any type between CSIR-NIO and the CHA, the successful CHA will have
to continue its services as provided in the contract during pendency of such dispute/issue. CHA will
not hold any of our consignment pending with them due to such dispute/issue.

p) The successful CHA shall equip itself in advance with all necessary information that may be
required for answering customs queries. It shall take any necessary step(s) to answer both
oral/verbal and written queries without any delay. In case of need of technical clarifications from
CSIR-NIO, the queries may be communicated to us on the same day of the query raised by the
customs. Storage/ demurrage charges incurred on account of delay in communicating the queries to
CSIR-NIO, shall be borne by the CHA and further damage caused to CSIR-NIO due to the above
said delay may be made good by CHA.

q) The successful bidder shall tender, by hand, pre-receipted bill(s) once in every week for services
provided as per the contract to CSIR-NIO. Bill(s) should on CHA letterhead and as per the contract
charges only. A checklist and documents in support of various charges indicated in the bill as per contract should accompany each bill. Any bill not accompanied by such documents will not be received/processed by the CSIR-NIO. Personnel authorized by CSIR-NIO will acknowledge receipt of the bills of CHA after due verification of enclosures. Bills that are returned on account of deficiencies will contain remarks about deficiencies.

r) The CHA will submit its bills to CSIR-NIO only as per the rates, terms and conditions agreed under the contract. No any charges other than the agreed under the contract will be payable.

s) CHA shall inform CSIR-NIO about the TDS clause & % age of TDS which is applicable on him (if any) for the TDS purpose. CHA shall raise its bill showing charges separately chargeable under TDS.

t) CSIR-NIO shall make every effort to examine and arrange payment of bills immediately after the receipt of bills or maximum within 30 days.

u) Director, CSIR-NIO, GOA, reserves the right to accept or reject full or partial of any of the tender(s) without assigning any reason thereof. This will be binding on the tenderer(s).

v) Conditional tenders will not be accepted under any circumstances and rejected summarily.

w) If over payment(s) of any type of charges has been made by CSIR-NIO due to oversight the successful bidder will be liable to refund the same immediately to CSIR-NIO.

x) The Jurisdiction area for any dispute/ arbitration arisen under this tender will be at GOA only.

y) The tenderer shall provide all the necessary information/documents as per the eligibility criteria as mentioned herein under in annexure “B” failing which their tender will be rejected summarily.

z) The successful bidder will be handling sophisticated and valuable consignments. Bidder will have to furnish a fidelity guarantee bond of Rs. 10.00 lakh (Rupees ten lakh only) in favour of the Director, NIO, Goa to safeguard the interest of CSIR-NIO in the event of any loss due to any act of omission and commission by the tenderer.

aa) CHA will have to deliver the consignments as far as possible, during the office hour’s i.e. 9.00 A.M. to 5:30 P.M., Perishable/radioactive, etc will have to be delivered even beyond officer hours or during holidays etc to ensure their activity/safety. Radioactive items should be handled following proper safety precautions. In all such cases advance intimation may be given by CHA to CSIR-NIO for proper arrangement at our end.

bb) Manpower for loading unloading will have to be arranged by the CHA. Equipment/items may be required to be moved to multiple floors. Handling of heavy items may require a larger labour force. Safety of the equipment and the person involved in doing so will be bidders responsibility. It has to arrange location survey in advance. Some of the shipment may be perishable in nature and should be moved into cold room immediately on arrival. Some assistance may be provided by CSIR-NIO GOA to properly store highly perishable items at respective designated locations. However for such items arriving on non-working days or beyond working hours, the firm has to maintain proper, timely advance communication with us for arranging proper storage etc.

cc) The bidder must have a valid CHA license in its own name.

Signature of the authorized person of tenderer with SEAL
Annexure-‘A’

Format of rates to be quoted by the tenderer: -

<table>
<thead>
<tr>
<th>Sr.no</th>
<th>Description</th>
<th>Rates quoted by the tenderer (flat rates per consignment/case basis)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Agency fee</td>
<td></td>
</tr>
<tr>
<td></td>
<td>For Air Import and Re-Import consignment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>For air export consignment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>For sea import consignment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>For sea export consignment</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>CMC/EDI charges, documentation charges (Manual filing of BE included)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Custom Examination, Sealing and Re-packing charges</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Crane/Forklift charges (if any)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>In Port</td>
<td></td>
</tr>
<tr>
<td></td>
<td>At institute</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Delivery Order Charges</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Collection of Delivery Order Charges</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Transportation charges from VASCO/Dabolim to NIO</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Small Vehicle (Taxi etc.)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Medium vehicle (Tempo etc.)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Big Vehicle (Truck)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lorry</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Delivery of Perishable Goods</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Warehouse Charges (if any)</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Service Tax</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Terminal Handling Charges (if any)</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Customs Overtime Charges (if any)</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Stevedoring Charges for container handling in Port (if any)</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Labour charges for loading/unloading of container at institute (if required)</td>
<td></td>
</tr>
</tbody>
</table>

Note: Bidders must put this page/annexure ‘A’ in the price bid envelope only.
### Annexure ‘B’

**Evaluation criteria for eligibility of Technical bid towards consideration for price bid opening:**

(to be provided with the technical bid only)

<table>
<thead>
<tr>
<th>Sr. no.</th>
<th>Terms and Conditions of CSIR-NIO</th>
<th>To be filled by the bidder/CHA clearly (write ‘yes’ or ‘no’ with your own handwriting)</th>
<th>Page number of related supporting document of the tenderer’s technical bid. (tenderer may mention page number here)</th>
</tr>
</thead>
</table>
| 1       | Whether the bidder is agree to pay custom duty up to Rs. 1.0 lakh per consignment on behalf of CSIR-NIO?  
(Bidders answer as ‘no’ will lead to reject their tender) |                                                                                   |                                                                                                   |
| 2       | Whether the bidder is agree not to hold any of the consignment of CSIR-NIO under any circumstances or reason thereof. (Like pending bills or other.)  
(Bidders answer as ‘no’ will lead to reject their tender) |                                                                                   |                                                                                                   |
| 3       | Whether CHA is blacklisted by any of the CSIR Laboratories/Institutes or any other Government Organization(s). CHA may provide this information herein exclusively failing which their bid may be rejected summarily.  
(Blacklisted bidders need not to apply) |                                                                                   |                                                                                                   |
| 4       | Whether CHA/tenderer is having any pending legal issue with CSIR or its Laboratories/Institutes?  
(Bidders answer as ‘yes’ may lead to reject their tender, it is at NIO’s discretion) |                                                                                   |                                                                                                   |
| 5       | Whether all other terms and conditions of this tender of CSIR-NIO, GOA are acceptable to the bidder?  
(Bidders answer as ‘no’ will lead to reject their tender) |                                                                                   |                                                                                                   |
| 6       | Whether the tenderer have minimum 2 (two) years of experience for the similar work in its own name in any of CSIR laboratories/Institutes or in other similar R&D government organizations like ICMR/ICAR/DRDO/ISRO etc.  
(Bidders answer as ‘no’ will lead to reject their tender) |                                                                                   |                                                                                                   |
| 7       | Whether the tenderer agrees (if awarded the contract) to furnish a fidelity guarantee bond of Rs. 10.00 lakh (Rupees ten lakh only) in favour of the Director, NIO, GOA to safeguard the interest of CSIR-NIO in the event of any loss due to any act of omission and commission by the tenderer.  
(Bidders answer as ‘no’ will lead to reject their tender) |                                                                                   |                                                                                                   |
| 8       | Whether the tenderer has submitted the EMD with the technical bid  
(Bidders answer as ‘no’ will lead to reject their tender) |                                                                                   |                                                                                                   |
| 9       | Whether the tenderer is ready to furnish PBG (if contract awarded on him) within 21 days of award letter  
(Bidders answer as ‘no’ will lead to reject their tender) |                                                                                   |                                                                                                   |
| 10      | Whether the bidder is having valid CHA license in its own name to transact customs house business at Goa.  
(Bidders answer as ‘no’ will lead to reject their tender) |                                                                                   |                                                                                                   |

**Tenderer may note:**

1. Bidders may make all the pages serial number of their technical bid and commercial bid.
2. The bidders must provide all the above required information with supporting documents failing which there tender may be rejected.

**Criteria for award of tender** – After opening of the price bids of the technically qualified parties, the contract will be awarded to the party who quotes the lowest rates under the annexure ‘A’(format of rates.).
MODEL BANK GUARANTEE FORMAT FOR FURNISHING BID SECURITY (EMD)

Whereas ……………………………………………… (hereinafter called the “tenderer”) has submitted their offer dated……………………………………………for the supply of ………………………………………………….. (hereinafter called the “tender”) against the Purchaser’s tender enquiry No……………………………………………..KNOW ALL MEN by these presents that WE…………………………………….of ……………………………….. having our registered office at……………………………………………………………. are bound unto …………………….(hereinafter called the “Purchaser)in the sum of ……………………………………………………………………… for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this…………… day of …………….20……

THE CONDITIONS OF THIS OBLIGATION ARE:
(1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
(2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
   a) If the tenderer fails to furnish the performance security for the due performance of the contract.
   b) Fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser (CSIR/Lab) having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due to it owing the occurrence of one or both the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the bank not later than the above date.

Signature of the authorized officer of the bank
Name and designation of the officer
Seal, name and address of the Bank and address of the Branch.
PERFORMANCE SECURITY FORM

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,

……………………..

WHEREAS …………………………….. (name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract no. ……. dated ………….to supply (description of goods and services) (herein after called “the contract”).

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

…………………………………………………………

Name and designation of the officer

…………………………………………………………

Seal, name & address of the Bank