Advt. no. NIO/PUR(IMP)/2013-14/CHA(Mumbai)                                      Date: 17.07.2013

Tender Notice

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

Tender fee | Rs. 300.00 (non-refundable) or ‘free of cost’ if downloaded from our website – www.nio.org
Earnest Money Deposit (EMD) | Rs. 2,00,000.00 (Rupees two lakh only), (refundable).
Last date and time for submission of tender | 21.08.2013 up to 2:30 p.m.
Date and time for opening of technical bid | 21.08.2013 at 3:00 p.m. in the Purchase Section, NIO
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 appointment of an authorized & reputed custom house cum consolidation agent to perform the jobs related to the consolidation and clearance of Import/Export consignments (without demurrage). Most of our imported consignments comes on EXW, FCA, CIP, FOB, 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 bid tenders (Technical bid + Commercial Bid) from reputed custom house and consolidation agents as per the terms and conditions and other details mentioned herein under :-

1. **Scope of contract :-**

   Includes all the work related to the consolidation and clearance of all the Import/Export of various types of consignments of NIO coming by air/sea/courier modes of transport from throughout the world. The tenderer should be capable of freight forwarding & consolidation of consignments. Insurance of all the consignments (excluding CIF/CIP etc cases) is to be arranged by the tenderer and safe delivery of the consignments up to CSIR-NIO, GOA. Our most of the consignments comes via the Mumbai, airport/seaport.

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

   - CSIR-NIO is looking for one point service solution for cargo consolidation, pickup, custom clearance, inland transport, freight & insurance coverage, loading and unloading, engagement of labourers, forklift/crane wherever necessary etc..
   - Daily collection of clearance documents from CSIR-NIO, Goa.
   - Clearance of our all types of consignments from customs authorities 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 safe 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.
• Clearance of consignments under temporary imports for further exporting to another country (if any).
• The successful tenderer (CHA) will have to arrange insurance for all the import/export consignments of NIO. It excludes the consignments wherein the supplier has already agreed to pay insurance charges as per the related INCOTERM mentioned in our order.
• Consolidation of the consignments being imported from throughout the world by air/sea.
• Copies of import purchase orders will be provided to the CHA and he has to do complete monitoring and supervision over 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 there is any demurrage charges incurred on any consignment due to delay in clearance process the same will be on the part of CHA and the respective amount of demurrage will be recovered from the CHA. It excluded the cases not under CHA console. However CHA will give top priority to the custom clearance etc. to avoid any demurrage charges on the consignment not coming under CHA console.
• To 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.
• Shipments may be made preferably through Indian national carrier (Air India) and routed through the friendly countries of India.
• 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 these.
• 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 is for 3 (three) years subject to renewal on annual basis. It means the contract will be initially awarded for 1 year and may be further renewed on annual basis up to 3 years subject to & based upon the satisfactory services/performance of the CHA.

3. **Earnest Money Deposit:**

   An earnest money deposit (EMD) of Rupees 2,00,000.00 (Rupees two lakh only) has to be deposited by the tenderer along with their **technical bid only** in the shape of Bank Draft/FDR/ Bank Guarantee (as per annexure ‘C’) 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.* It excludes the parties registered with NSIC. Necessary EMD etc. exemption may be given to parties registered with NSIC based upon the receipt of valid documents to this effect subject to the approval of competent authority. EMD of successful tenderer is returnable only on submission of performance bank guarantee (PBG). EMD of unsuccessful bidders will be returned within 15 days of finalization of the contract.

4. **Performance Bank Guarantee:**

   The successful tenderer will have to deposit within 21 days of receipt of award of contract, an unconditional performance bank guarantee of Rs. 10,00,000/- (Rupees ten lakh only) valid till the contract period (36 months) + 60 days (as per annexure ‘D’).

5. **Experience:**

   The tenderer must have minimum 3 (three) 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. and attach the documentary proof with their technical bid only. The Bidders who do not attach (with technical bid) related valid documentary proof of experience in GOVERNMENT R&D departments/organization will be rejected. After opening of the technical bid no such document will be accepted at our end against the communication of rejection of reasons to the tenderer.

6. **Location of the tenderer**

   Our most of the consignments arrives via the Mumbai International airport/seaport, India. Therefore the tenderer must have uninterrupted consignment clearance arrangements at Mumbai airport/seaport. The tenderer should be registered as CHA & Consolidator in its own name at the Mumbai airport authorities for at least 3 years or more. The tenderer should have facilities to also undertake clearance and delivery of post parcels as and when required by CSIR-NIO. **Tenderers must enclose proof of their office in Mumbai failing which we reserve the right to reject their tender.**
7. **Special arrangements for perishable consignments**:
   
   Some of our consignments are highly perishable in nature. The tenderer will have to arrange dry-ice stuffing etc. (including procurement and filling-up) of the consignments at the storage place at the airport/post office etc. on its arrival and till their clearance and safe delivery at CSIR-NIO, GOA/Regional Centres. The tenderer has to get perishable / dangerous consignments cleared within 24 hours of arrival and deliver them at CSIR-NIO, GOA/Regional Centre 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 tenderer will be held sole responsible for the damage and the loss incurred due to this will be recovered from the CHA.

   **CHA has to give undertaking to this effect failing which we reserve the right to cancel their tender.**

8. **Payment of Air freight charges**: 
   
   Successful tenderer (CHA) will have to pay the **full amount** of air freight charges per consignment on behalf of CSIR-NIO and get it reimburse later on from us after clearance and safe delivery of the consignment.

9. **Payment of Custom Duty charges**: 
   
   Successful tenderer (CHA) will have to pay custom duty up to Rs. 5.0 (five) lakh per consignment on behalf of CSIR-NIO, GOA and get it reimburse later on from us after clearance and delivery of the consignment. If in any case custom duty amount is more than rupees 5.0 lakh then CSIR-NIO can provide advance cheque for the same upon the written request of CHA subject to adjustment against final original receipt. Custom Duty reimbursement bill will be given priority from our side if separate bill submitted by the CHA. It is the duty of CHA to file bill of entry in correct HS code to avoid any mismatch in the custom duty. If anytime it has been observed that the bill of entry was not filed in the correct HS code and NIO had to pay more custom duty due to the CHA mistake then the difference w.r.t. the custom duty with correct HS code will be recovered from CHA. **CHA should give undertaking that they will file BE under correct HS code failing which we reserve the right to cancel the tender.**

10. **Yardstick for annual performance for extension of contract on yearly basis**: 
    
    The contract duration will be **3 years** subject to renewal on **yearly basis** based upon the satisfactory performance of the CHA. The contract will be awarded initially for a period of 1 year and it may be subsequently extended upto a maximum of 3 years on yearly performance basis, the following points will be used to evaluate the performance of the successful tenderer:

    a. In the preceding year(s) of the contract there is not any case of payment of demurrage or other such storage charges (for consignment under CHA console). 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/carrier 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 tenderer does not have any pending legal or other dispute with any of the CSIR Laboratories/ Institutes.

11. **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.

12. **Other Terms & Conditions :-**

a) The tenderer 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) CSIR-NIO issues many orders on foreign suppliers on FOB/FCA basis. In such cases we will not pay any inland handling/forwarding charges etc in the exporting country.

c) As regards the consignments on Ex-works basis the CHA will arrange for collection and shipment of the consignment from the foreign supplier’s location. In such cases inland handling/forwarding charges in the exporting country will be reimbursed by CSIR-NIO subject to production of documentary proof of the same.

d) 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.

e) The CHA should have network of cargo forwarding / consolidating agents in all the major countries like USA, UK, GERMANY, JAPAN, FRANCE, SWITZERLAND, HONGKONG, CANADA, NORWAY, SWEDEN, AUSTRIA, IRELAND, AUSTRALIA, NEWZELAND, SINGAPORE, DENMARK, ITALY etc. *(Tenderer may attach some documentary proof to this effect)*

f) The CHA, under no circumstances will charge the airfreight rates more than airfreight rates specified in the latest issue of IATA Tact book. Tenderer may **provide a copy of latest IATA rates.**

g) India’s national airline i.e. Air India may be preferred for the consolidation services by the CHA. In case the AIR India flight is not available then CHA will have to ship the consignment through the first available console of any airline.
h) The successful CHA shall, if required by the CSIR-NIO, carry out or arrange to carry out the inspection (arrangement of third party inspection reports) of the ordered materials at the country/port of shipment/supplier’s premises and also inspection of the packing/labelling/marking etc. (as per international packaging standards and norms).

i) Safe custody of the consignment cleared is the sole responsibility of the successful CHA till the same is properly delivered at CSIR-NIO GOA or its regional centre(s).

j) 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.

k) It will be 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/shortage 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. Such cases may invariably be informed on priority to CSIR-NIO.

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

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

n) 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).

o) The successful CHA shall made available one of its employee to be in daily contact with the Purchase Department of CSIR-NIO, GOA for consignment clearance related work/document/services etc. Such employee of 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. NIO will not be held responsible for any loss of life or damage to the contractor’s employee while working under this contract due to any unforeseen incident within the CSIR-NIO campus. Such all liability will be at the CHA.
p) The successful CHA shall be responsible for the safe custody of proper use of custom
duty exemption certificate (CDEC) provided by CSIR-NIO, GOA.

q) 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 at their cost.

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

s) The tenderer should be a member of WCA. Supporting documents to this effect may
be attached failing which we reserve the right to reject the tender.

t) The bidder should be registered with tax authorities (service tax etc.)

u) The tenderer may have MTO (Multi Model Transport Operator) registration
certificate issued by Ministry of Shipping, Road Transport and Highways on the date
of bid submission (desirable).

v) The tenderer should be a member of FIATA. Supporting documents to this effect may
be attached failing which we reserve the right to reject the tender.

w) The tenderer should have its own office at Mumbai. Supporting documents to this
effect may be attached failing which we reserve the right to reject the tender.

x) The tenderer should submit audited financial documents i.e. balance sheet etc for the
last 3 financial years. He should also attached last 3 years income tax return
submission documents. The bidder should not have incurred loss during the last 3
financial years.

y) Any of the tenderer/CHA blacklisted by CSIR Hq/Laboratories/Institutes or any of
the Government organization(s) need not apply. If any such CHA apply and it came
to our notice then its bid/tender will be summarily rejected.

z) The tenderer should not have any pending legal dispute with CSIR
Laboratories/Institutes or any other Government funded R&D organization. Tenderer
should inform this (if any) exclusively to us. If such issue is there then depending
upon the situation of the case we reserve the right to reject/accept the tender.

aa) If there is any dispute 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 also. CHA will not hold any of our consignment pending with them due
to such dispute/issue. **CHA should submit an undertaking to this effect failing which we reserve the right to cancel the tender.**

bb) 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.

c) The successful tenderer 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.

dd) 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.

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

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

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

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

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

jj) The tenderer shall provide all the required information/documents as per the technical eligibility criteria as mentioned herein under in annexure “B” failing which their tender will be rejected.
kk) The successful tenderer will be handling sophisticated and valuable consignments. Tenderer will have to furnish a fidelity guarantee bond of Rs. 50.00 lakh (Rupees fifty 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.

ll) CHA will have to deliver the consignments as far as possible, during the office hours, 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.

mm) Manpower for loading unloading will have to be arranged by the CHA. Equipments/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 tenderers 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.

Signature of the authorized person of tenderer with SEAL
### Format of rates to be quoted by the tenderer in their PRICE BID:

<table>
<thead>
<tr>
<th>Sr.no.</th>
<th>Description</th>
<th>% age of discount offered in latest IATA rates (to be filled up by the tenderer)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Single %age of discount may be offered by the CHA/Tenderer on the IATA airfreight rates (strictly as per the IATA tact book latest edition)</td>
<td>Discount offered is ___________ (Signature of Tenderer)</td>
</tr>
<tr>
<td></td>
<td>While quoting the above %age of discount, tenderers are requested to consider all their associated cost(s) regarding movement of consignment from the International port of Source (foreign) to Destination (Mumbai, India), custom clearance work, safe delivery etc. of the consignment upto NIO, Goa and or its regional centres (Mumbai, Kochi, Visakhapatnam), loading/unloading etc.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>After considering all above costs tenderer is supposed to quote the best discount on IATA freight rates.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>All statutory charges (if any) will be payable subject to production of the original receipt.</td>
<td></td>
</tr>
</tbody>
</table>

**Note:** We will not pay any other charges except discounted freight and statutory charges. So while quoting %age of discount on IATA freight rates tenderer may take all the associated cost into their consideration.
Technical Eligibility Criteria for Tenderers:

<table>
<thead>
<tr>
<th>Sr. no.</th>
<th>Terms and Conditions of CSIR-NIO</th>
<th>To be filled by the tenderer/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>
<tbody>
<tr>
<td>1</td>
<td>Whether the tenderer is agree to pay custom duty up to Rs. 5.0 lakh per consignment of CSIR-NIO? (Provide undertaking to this effect)</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Whether the tenderer is agree to pay full amount of air freight charges per consignment of CSIR-NIO? (Provide undertaking to this effect)</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Whether the tenderer is agree for arranging insurance for NIO consignments wherein we have not paid for it to the supplier as per the INCOTERM of our P.O. (Provide undertaking to this effect)</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Whether the tenderer is agree not to hold any of the consignment of CSIR-NIO under any circumstances or reason thereof. (Like pending bills or other.) (Provide undertaking to this effect)</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Whether the tenderer is agree to charge the airfreight rates only as per the IATA tact book? (Provide undertaking to this effect)</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Whether CHA undertakes to route the consignments only through the friendly countries of India? (Provide undertaking to this effect)</td>
<td>Yes/No</td>
<td></td>
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<tr>
<td>7</td>
<td>Whether CHA is blacklisted by any of the CSIR Laboratories/Institutes or any other Government funded Organization(s). CHA may provide this information herein exclusively failing which their bid may be rejected summarily. (Provide undertaking to this effect)</td>
<td>Yes/No, (if yes give details)</td>
<td>Hiding of information may lead to reject the tender</td>
</tr>
<tr>
<td>8</td>
<td>Whether CHA/tenderer is having any pending legal issue with CSIR or its Laboratories/Institutes? Or any other government funded departments. (Provide undertaking to this effect)</td>
<td>Yes/No, (if yes give details)</td>
<td>Hiding of information may lead to reject the tender</td>
</tr>
<tr>
<td>9</td>
<td>Whether all other terms and conditions of CSIR-NIO, GOA acceptable to the tenderer</td>
<td>Yes/No</td>
<td></td>
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<tr>
<td>10</td>
<td>Whether the tenderer is having CHA license at Mumbai in its own name?</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Whether the tenderer is having Consolidation work license at Mumbai in its own name?</td>
<td>Yes/No</td>
<td></td>
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<tr>
<td>12</td>
<td>Whether tenderer is a Member of WCA</td>
<td>Yes/No</td>
<td></td>
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<tr>
<td>13</td>
<td>Whether tenderer is a member of FIATA</td>
<td>Yes/No</td>
<td></td>
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<tr>
<td>14</td>
<td>Whether tenderer is having its own office at Mumbai</td>
<td>Yes/No</td>
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<td></td>
<td>Question</td>
<td>Yes/No</td>
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<tr>
<td>15</td>
<td>Whether the tenderer have minimum 3 (three) years of experience for the similar work in its own name in any of CSIR laboratories/Institutes or in other similar R&amp;D government funded organizations like ICMR/ICAR/DRDO/ISRO etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Whether tenderer have attached audited financial documents like Balance Sheet etc. for last 3 financial years</td>
<td></td>
<td></td>
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<tr>
<td>17</td>
<td>Whether tenderer have attached income tax return document for last 3 financial years.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Whether the tenderer agrees (if awarded the contract) to furnish a fidelity guarantee bond of Rs. 50.00 lakh (Rupees fifty 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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Whether the tenderer has submitted the EMD with the technical bid</td>
<td></td>
<td></td>
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<tr>
<td>20</td>
<td>Whether the tenderer is ready to furnish PBG (if contract awarded on him) within 21 days of award letter</td>
<td></td>
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</tbody>
</table>

**Tenderer may note:**

1. Tenderer may make all the pages serial number of their technical bid and commercial bid.
2. Tenderer may provide all the above required information/documents/certificates in technical eligibility criteria with supporting documents. If any of above required information/document/certificates has not been provided by any tenderer then we reserve the right to reject their tender.

**Commercial/price bid evaluation**

Price bids of those tenderers will only be opened who qualifies in the technical eligibility criteria as mentioned above and provide supporting documents.

The contract will be awarded to the tenderer who quotes the maximum discount (in on IATA air freight 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 ………………………………………………………………. 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