



CSIR-NML

सीएसआईआर - राष्ट्रीय धातुकर्म प्रयोगशाला

(सीएसआईआर की एक संघटक प्रयोगशाला, विज्ञान एवं प्रौद्योगिकी मंत्रालय)
भारत सरकार, बर्मामाईंस, जमशेदपुर - 831007, झारखंड (भारत)

CSIR-National Metallurgical Laboratory

(A Constituent Laboratory of CSIR, Ministry of Science & Technology)
Govt. of India, Burmamines, Jamshedpur - 831 007, Jharkhand (India)

NOTICE INVITING TENDER

CSIR-NML TENDER REF. NO.	NML/PUR/CHA/2025-26 DATED – 14.07.2026
TENDER DESCRIPTION	APPOINTMENT OF FREIGHT FORWARDER AND CUSTOM HOUSE AGENT FOR IMPORT AND CLEARANCE OF FOREIGN GOODS ON BEHALF OF CSIR-NML.

Online tenders in two bid system are invited on behalf of the Director, CSIR-NML, Jamshedpur for awarding contract to suitable Custom House Agent (CHA) cum consolidation agent cum forwarding agent. Interested bidders are requested to visit <https://gem.gov.in/> or this Laboratory website and <https://nml.res.in/stores-purchase-tenders> for detailed terms & conditions of the tender notice and arrange to submit the bids before due date.

TENDER DOCUMENT

Sub: APPOINTMENT OF CUSTOM HOUSE AGENT FOR CONSOLIDATION AND CUSTOM CLEARANCE OF CONSIGNMENTS OF IMPORT/EXPORT SHIPMENTS THROUGH AIR, SEA AND FOREIGN POST OFFICE.

CSIR-NML is interested to appoint an authorized & reputed Custom House Agent (CHA) cum Consolidation Agent cum forwarding agent to perform their duties related to the consolidation and clearance of Import/Export consignments within free period (without demurrage) etc. Most of our imported consignments comes on EXW, FCA, CPT, CIP, DAT, DAP, DDP (by air) and on FAS, FOB, CFR, CIF (by sea) or latest Incoterms. Concessional rate of Custom Duty is applicable to CSIR-NML as this Lab. is covered under the notification 51/96-customs dated 23/07/2016 and as amended from time to time. This Lab. hereby invites tenders on **two bid system** (Technical bid + Price Bid) from reputed Custom House Agent(CHA) cum Consolidation Agent cum Forwarding Agent **for a period of ONE YEAR subject to renewal on annual performance basis** as per the scope, terms and conditions and other details mentioned herein under.

Interested Bidders are requested to submit their quotation on **GEM PORTAL** within due date and time.

Bidders may download the Tender Document from CSIR-NML website i.e. **www.nml.res.in**

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SECTION A: INVITATION FOR BIDS

Director, CSIR-National Metallurgical Laboratory (CSIR-NML), Jamshedpur (India), invites tenders from Customs House Agents cum Consolidation Agents cum Forwarding Agent for the service listed below:

Sl. No.	TENDER ENQUIRY NO.	Description of service	Tenure/ Duration	Single/ Two-Bid	Bid Security/ Bid Securing Declaration
01	NML/PUR/CHA/ 2025-26	Appointment of Agent for Consolidation and Custom Clearance of Consignments of Import/Export Shipments Through Air, Sea and Foreign Post Office.	01 (One) Year	Two Bid	Bid-Securing Declaration to be submitted. Bidders shall be rejected for non-submission of Bid Securing Declaration.

Instructions to Bidders for Bid Submission:

QUOTATIONS ARE TO BE SUBMITTED IN TWO PARTS

1. ENVELOPE-1 (Technical Bid) should contain:

- i. Forwarding Letter on your Letter Head addressed to the Stores & Purchase Officer, CSIR-NML, Jamshedpur indicating the local office and name of authorized person at Jamshedpur / Kolkata.
- ii. Copy of Customs Authorized Clearing License in their own name registered with Customs at Kolkata, Chennai, Mumbai and New Delhi.
- iii. Copy of **IATA or FIATA Membership**.
- iv. Copy of ISO Quality Management System Certification.
- v. Copy of PAN and GST Registration Certificate.
- vi. The list of the Customers (with their full address), e-mail and telephone numbers where similar nature of services were rendered during the last three years i.e., during 2023-24, 2024-25 and 2025-26 in any Govt. / Semi-Govt. / PSU / Autonomous Bodies / CSIR Labs. with Certificate of successful completion of Contract (Atleast One Contract).
- vii. A Declaration by the bidder that the bidder accepts all the terms and conditions as per this tender without any deviation whatsoever.
- viii. Copy of Consolidation License/Certificate in their own name.
- ix. Balance sheet of the Bidder for previous three years to be enclosed certified by chartered accountant.
- x. Format for Declaration by the Bidder for Code of Integrity & Conflict of Interest.
- xi. Bid Securing Declaration (Format attached).
- xii. Bidder Information Form (Format attached).
- xiii. Land Border Sharing Certificate (Format attached).
- xiv. Undertaking by the Bidder (Format attached).
- xv. Compliance Statement Form as per format given in Section-C of this tender document.
- xvi. Past 5 Years experience at Kolkata Customs (Air or Sea) on their own license.
- xvii. Details of Cargo Forwarding / Consolidating Agents of the bidder in all major countries.

Note: Merely copying CSIR-NML's terms and writing "Yes" in compliance will not suffice. Please enclose supporting documents wherever required. Similarly documents in support of the stated claims may also be separately requested by CSIR-NML by giving a notice of 2 days at any point of time during the evaluation process and before the opening of the price bid failing which the offer shall be rejected.

2. ENVELOPE-2 (Price Bid) should contain:

- i. **"Price Schedule Form"** duly enclosed with this bid document under **Section-D**. All columns MUST be filled legibly and the page must be duly signed / stamped by the authorized signatory.
- ii. Bidder's Self-Calculation Table duly enclosed with this bid document under **Section-E**.
- iii. Copies of latest IATA Rate Chart (as per TACT book).

Note:

- a. Rates so quoted shall be considered fixed for initial One Year and any subsequent period of renewal, except revision of statutory levies or levy of new charges/duties, subject to production of copies of relevant notifications.
- b. **Conditional rates and discounts will not be accepted and the offer shall be summarily rejected as commercially non-responsive. If rates etc. are not mentioned in the desired format, offers shall be rejected summarily.**
- c. Where port of shipment is not mentioned, the charges of air freight not exceeding from the charges of Air-India freight from that port of shipment to Kolkata / Mumbai, as the case may be, shall be admissible.

SECTION B: TERMS AND CONDITIONS

1. Eligibility Criteria (clause 1.1 to 1.12):

Quotations of only those Bidders who fulfill the following Eligibility Criteria as mentioned from clause 1.1 to 1.12 shall be considered. Necessary documents in this regard must be enclosed with the Technical Bid, failing which, the bid shall be summarily rejected.

- 1.1. The Bidder should have valid Consolidation & CHA Licenses in their own name (single name). Bidders not having these qualifications need not apply. Copies of documents evidencing this must be enclosed with Technical Bid.
- 1.2. The Bidder should be registered member of IATA or FIATA and must have an office located in Kolkata/Jamshedpur.
- 1.3. The Bidder should be certified under ISO etc., quality system certification.
- 1.4. The bidder should have the facility for Customs clearance at Kolkata, Mumbai, Chennai & New Delhi both for Air & Sea Cargo and Foreign Post Office. The Bidder must be registered in Customs in all these places.
- 1.5. The Bidder should have successfully executed at least one (1) similar contract with performance certificate for freight forwarding and custom clearance work during the last three years i.e., 2023-24, 2024-25 and 2025-26 in any Govt. Department / PSU / CSIR LABS / Public Funded Autonomous Bodies like ICAR / IIT / ICMR / DRDO, ISRO, etc. Documentary evidences about satisfactory completion of the work Certificates of the Client must also be enclosed with their complete mailing addresses and telephone numbers.
- 1.6. BALANCE SHEET OF THE BIDDER FOR PREVIOUS THREE YEARS TO BE ENCLOSED certified by chartered accountant.
- 1.7. Local office and name of the authorized person of Bidder stationed at KOLKATA / JAMSHEDPUR (Name, Contact No. & Address).
- 1.8. The bidder should have the experience of having customs cleared consignments for the past 5 years at Kolkata Customs (Air & Sea) on their own license. Necessary document regarding customs clearance license with Kolkata Customs may please be enclosed with the Technical Bid.
- 1.9. CSIR-NML will not pay any demurrage charges under any circumstances. A certificate may be provided mentioning that demurrage charges, if any, would be borne by the bidder.
- 1.10. The bidder must not have poor service record in the past. Poor service record for the purposes of this tender would mean "the bidder must not have incurred 5 (Five) demurrage clearance cases for any particular organization in any one financial year of Govt. of India/Autonomous body. Poor service record may be one of the main/sole reason for rejection of a firm from technical & price evaluation.
- 1.11. The bidder has not been banned/black-listed by Govt. / Semi-Govt. / PSU / Autonomous Bodies/ CSIR Labs.
- 1.12. The bidder must have the Registration Certificate for disposal of Plastic Waste and Battery Waste of Central Pollution Control Board, Ministry of Environment, Govt. of India.

2. Scope and tenure of the contract:

Includes all the work related to the consolidation and clearance of all the Import/Export of various types of consignments of CSIR-NML coming by air/sea/courier/post modes of transport from throughout the world. The CHA should be capable of freight forwarding & consolidation of consignments. Insurance of all the consignments is to be arranged by the CHA and delivery of the consignments up to CSIR-NML, Jamshedpur. Our most of the consignments comes via the Kolkata/ Delhi Airport.

This contract shall be valid for a period of **One Year** from the date of award of contract subject to renewal on annual performance basis on the same rates and terms & conditions as fixed in the Contract.

The job shall broadly involve:

2.1. Customs clearance of imported consignments from IAAI/ICD/Foreign Post Office against filing of bill of entry.

- 2.1.1. The clearance of precious and delicate type of Equipments, Instruments, Consumables 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 CSIR-NML.
 - Arranging insurance survey at airport/ IAAI in case of damages to the consignment.
 - Immediate delivery of consignment at CSIR-NML Jamshedpur after custom clearance.
- 2.1.2. Any other job in connection with the clearance of goods from Customs
- 2.1.3. Clearance of IPP Parcels from customs/ Foreign Post Office, Kolkata/ Delhi.
- 2.1.4. Clearance of consignments from Customs at Kolkata/ Delhi.
- 2.1.5. Clearance of consignment under temporary imports/ATA carnet/warranty repair/replacement etc. For further exporting to another country.
- 2.1.6. Clearance of consignments from courier mode like UPS/Blue Dart/Fed-Ex or any other courier agency etc.
- 2.1.7. The successful bidder (CHA) will have to arrange insurance for all the import/export consignments of CSIR-NML (payable on actual basis). It excludes the consignments wherein the supplier has already agreed to pay insurance charges as per the related INCOTERM (CIP, FOB, FCA etc.) mentioned in our order. In India insurance for non-console cases will have to be done by the CHA (payable on actual basis)

2.2. Consolidation of the consignments being imported from throughout the world:

- 2.2.1 Complete monitoring and supervision of the movement from the date of order/ LC and regular feedback on the progress of order to CSIR-NML.
- 2.2.2 In case feedback as detailed above 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. CSIR-NML will not pay any amount on account of demurrage charges.
- 2.2.3 To provide timely information (pre-alert) regarding dispatches and other relevant information to CSIR-NML.
- 2.2.4 To facilitate specialized packing for all kinds of materials as per the IATA specifications and international packing standards.
- 2.2.5 Smooth transportation of special projects materials voluminous and heavy packages, sensitive and hazardous materials.
- 2.2.6 Extensive communication through telephone, tele fax and Email etc.
- 2.2.7 Providing IATA rates/ex-works rates of wherever needed during contract.
- 2.2.8 Shipments may be made preferably through Indian national carrier (Air India) and routed through the friendly countries of India. (Please attach undertaking to this effect)
- 2.2.9 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.

2.2.10 Any other job in connection with the consolidation & clearance of the consignments from customs authorities.

2.3. Exports to various countries:

2.3.1. Export of defective/damaged items to the countries of Import.

2.3.2. Export of consignment Imported temporally.

2.3.3. Export of items for repair, calibrations and other scientific work.

3. CONTRACTUAL OBLIGATIONS

The following obligations are within the scope of services to be provided by the Bidder:-

- 3.1. Import / Export can be from/to any country. The IATA rates and discounts shall be applicable uniformly.
- 3.2. Bidder 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 of consignment. In the event of non-availability of invoice or other relevant papers, if consignments incur demurrage or penalty, the Bidder shall be solely responsible to pay the demurrage.
- 3.3. **Pre-shipment advises must be intimated well in advance (48 hours prior to shipment) through Fax / E-mail to CSIR-NML to facilitate obtain BRO wherever required.**
- 3.4. **The Bidder will pay all the charges of customs clearance including Customs Duty up to Rs. 10,00,000/- (Rupees ten lakhs only) per consignment (shipment), Airfreight/Sea-freight charges, clearing charges and transportation charges, wherever applicable. The same will be reimbursed after receipt of the consignment to CSIR-NML Stores on submission of pre-receipted bill in duplicate addressed to the Director CSIR-NML, Jamshedpur along with the relevant documents as a proof for which payment is charged e.g., MAWB, HAWB, Bill of Entry, CD Challan, Freight bills, etc.**
- 3.5. **The payment of Airfreight, Customs duty and clearance charges, etc. will not be made if the consignment is in damaged condition both externally or internally. However, the payment will be released only after the amount is recouped from the insurance company. CSIR-NML will not bear/pay any demurrage charge on account of any delay in clearance attributable to clearing agent or their freight forwarder.**
- 3.6. Any kind of loss or damage to the consignment from abroad to CSIR-NML warehouse will be recovered/compensated from CHA. However, necessary documents on this account (to be prepared by CHA) will be signed by us in the capacity of consignee/importer. The insurance claims, if any must be followed up with the concerned insurance company till final settlement.
- 3.7. The weight for the purpose of clearance from airport will be the "Chargeable Weight" of the consignment.
- 3.8. Only airfreight charges and transportation charges, if applicable in addition to statutory levies / taxes, insurance charges and fixed charges for filing Bill of Entry would be paid.

4. General Instructions, Information and Conditions :-

- 4.1 Period of Contract: The contract period is for 1 (One) year subject to renewal on annual performance basis. It means the contract will be initially awarded for 1 year and may be further renewed on annual basis up to 1 year subject to & based upon the satisfactory services/performance of the CHA on fixed rate.
- 4.2 Performance Bank Guarantee(PBG) : The successful bidder will have to deposit within 21 days of receipt of award of contract, an unconditional performance bank guarantee of Rs. 5,00,000.00 (Rupees Five lakh only) valid till the contract period + 60 days. The same PBG will be refunded/returned after completion of contract. However, The Director, CSIR-NML will have the discretion to order for the forfeiture of deposit for any breach of contract. The bank guarantee may be further extended in case the contract is extended.**
- 4.3 Submission of Bills: Pre-receipted bills (in triplicated copy) shall be submitted within one week from clearance of consignment for service provided to CSIR-NML Jamshedpur as per rates attached at Annexure. Bills should be in compliance of relevant GST rules and must show all the charges separately. A checklist and documents in support of various charges indicated in the bill should accompany each bill and must be counter signed and stamped by service provider. Any bill not accompanied by checklist and one or more documents, will not be accepted in CSIR- NML Jamshedpur. Person authorized by CSIR-NML Jamshedpur will acknowledge receipt of the bills after due verification of enclosure(s). Bills those are returned on account of deficiencies will contain remarks about deficiencies.
- 4.4 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. All the taxes shall be as per government norm.
- 4.5 Payment of Bills: CSIR-NML Jamshedpur shall make every effort to examine and arrange payment of bills through bank immediately after the receipt of bills maximum within 30 days of receipt. However, delay in settlement of payments shall not be accepted as valid ground for the firm to delay in clearance of consignments. It is clearly and specifically understood that storage/demurrage charges incurred on account of delay in clearance of consignments on grounds of delay in payment of bills on the part of CSIR-NML Jamshedpur, will have to be borne by the CHA.
- 4.6 All the bills will be admitted by CSIR-NML Jamshedpur only for the sums entitled under this contract. CSIR-NML Jamshedpur does not undertake to communicate to the firm, reasons for partial or non-admission of one or more claims made in the bills. TDS & other deduction if any shall be deducted as per government rules.
- 4.7 Fidelity Bond: As the firm shall handle sophisticated and valuable consignments, Hence it shall furnish a fidelity guarantee bond for an amount of Rs. 20.00 Lakhs in favour of Director, CSIR- NML, Jamshedpur to safeguard the interest of CSIR-NML in the event of any loss to CSIR- NML due to any act of omission and commission by the firm.**
- 4.8 Customs Duty: The firm will bear the applicable customs duty up to **Rs. 10,00,000.00** on behalf of CSIR-NML, in each case which will be reimbursed to the bidder along with the bill. In case the amount of customs duty is more than Rs. 10,00,000.00 the firm shall intimate CSIR-NML about the applicable duty in advance on the basis of purchase order so that the custom duty can be arranged well in advance. Any delay in intimating CSIR-NML about the duty payable shall be to the account of the bidder and consignment clearance should not be stopped for this. No plea on account of delay in arranging the custom duty shall be accepted. Any difference upto Rs. 20,000/- between the advance custom duty and actual amount of duty shall be paid by before at the time of clearance. In case of excess payment of duty to IAAI refund shall be recovered from IAAI by the CHA itself.
- 4.9 Special arrangements for perishable consignment: Some of the consignments are highly perishable in nature. The CHA will have to arrange dry ice stuffing (including procurement and filling-up) of the

consignments at his storage place at the airport/ post office on its arrival and till their clearance and delivery at CSIR-NML. The firm has to get perishable/dangerous consignments cleared within 24 hours of arrival and delivered them at CSIR-NML at the earliest possible after clearance. In case, the perishable consignment is damaged on account of insufficient dry ice during storage, clearance or transportation the firm will be held responsible for the damage and the loss will be recovered from the payments due to them.

- 4.10 Excess remittance of customs duty: The firm is required to actively follow-up cases of recovery of excess duty paid to customs.
- 4.11 Maximum amount of freight: The firm shall bear full amount as freight for a single consignment that it can pay on behalf of CSIR-NML Jamshedpur and get it reimbursed from CSIR-NML Jamshedpur through bills after clearance and receipt consignment at CSIR-NML Jamshedpur. No advance for freight amount will be given, neither for international freight nor for domestic transportation.
- 4.12 Efficiency Rating: CSIR-NML Jamshedpur's yardstick for judging the efficiency of the firm shall be as follow.
- Minimizing/altogether eliminating payment of storage charges for duration beyond free time and/or demurrage charges.
 - Co-coordinating with customs/carrier and obtaining cargo arrival notice (CAN) within a day and forwarding CAN to Stores & Purchase Department of CSIR-NML Jamshedpur.
 - Custom Duty payment within stipulated period for interest/penalty free duty payment.
 - Expeditious clearance and delivery of consignments to CSIR-NML Jamshedpur after receipt of all the documents from CSIR-NML Jamshedpur.
- 4.13 Transit insurance: The CHA shall be responsible for arranging insurance for the shipments finalized on ex-works and FOB basis.
- 4.14 General Services: CSIR-NML Jamshedpur expects that the CHA should have good reputation in market, must have good rapport with customs authorities to avoid/minimize delay in customs clearance and not refer petty matters to CSIR-NML.
- 4.15 Other charges/levies: All statutory charges/levies not mentioned in the format rates etc., will only be paid on the production of original receipt/ voucher for the same.
- 4.16 FOB Shipments: Many orders are placed with foreign supplies on FOB basis. The console airfreight rates must be based on FOB shipments i.e. from shipping airports in the exporting country to Kolkata airport. Inland handling/forwarding charges in the exporting country will not be separately payable by CSIR-NML Jamshedpur.
- 4.17 EX-Works shipments: In case the foreign supplier agrees to supply the goods on Ex-works basis only, the CHA shall arrange collection and shipment of the consignment from the foreign supplier to CSIR-NML. Inland handling/forwarding charges in the exporting country will be reimbursed by CSIR-NML Jamshedpur with prior approval of CSIR-NML on the charge.
- 4.18 Follow-up of shipments: Copy of the order placed by CSIR-NML Jamshedpur on foreign supplier will be forwarded to the CHA. It is then its sole responsibility to follow up the matter with its foreign associates and foreign supplier to ship the goods within delivery schedule.
- 4.19 Inspection Facility: The firm shall, if required by CSIR-NML Jamshedpur, carry out or arrange to carry out inspection (arrangement of third party inspection reports) of the ordered material at the country/port of shipment/suppliers premises and also inspection of the packing/labelling/markings etc. (as per international packing standards & norms).
- 4.20 **Custody of consignments:** Safe custody of consignment cleared is the responsibility of the CHA till they are delivered to CSIR-NML Jamshedpur. The CHA may also be required to arrange and obtain insurance policy for FOB/ FCA consignments on behalf of CSIR-NML Jamshedpur and assist in processing and liaison of claim(s) if any, lodged by CSIR-NML Jamshedpur in the event of any damage, etc.

- 4.21 **Short landing:** Whenever any short landing cargo is noticed, the firm 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 CSIR-NML Jamshedpur.
- 4.22 **Inspection of packages and insurance survey:** It is incumbent on the firm to carefully examine all the packages marked for customs examination of each consignment with the respective invoices and measurement/packing 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 the CSIR-NML Jamshedpur for arranging an insurance surveyor for surveying the consignment. The firm shall pay fee of the Surveyor and bear expenses for carrying on the survey and the expenditure to be reimbursed on submission of valid receipts.
- 4.23 **Liaison and co-ordination with CSIR-NML Jamshedpur:** The firm shall-
- Maintain close liaison regularly with CSIR-NML Jamshedpur.
 - Take immediate steps for finalization of the BE from time to time and shall see that they are filed with the customs authorities in time.
 - Arrange for one of its employees to be in daily contact with concerned staff of Purchase Department of CSIR-NML Jamshedpur. The representative shall make all necessary arrangements in advance for proper handling and delivery of consignment at the destination/site for installation.
- 4.24 **Delay in filling documents:** The CHA shall be responsible for any delay in filling Bill of Entry with customs authority and/or not notifying CSIR-NML Jamshedpur about discrepancy on time, if any, in the documents. The storage/demurrage charges (other than handling charges) for the entire period of delay due to deficiency or negligence in service on the part of the CHA will have to borne by them. Further, the CHA will have to make good loss/damage, if any, suffered by CSIR-NML Jamshedpur on account of delay due to deficiency or negligence of service attributable to it in filing BOE and/or clearance of consignments. The firm shall have to clear the consignment within the free period allowed by the Kolkata/ Delhi International Airport or any other airport/port CSIR- NML Jamshedpur shall not bear/pay any demurrage charges on account of any delay on the part of the firm.
- 4.25 **Safe custody of Custom Duty Exemption Certificate (CDEC):** The firm shall be responsible for safe custody and proper use of CDEC provide by CSIR-NML Jamshedpur.
- 4.26 **Delivery of consignment:** The firm shall arrange delivery of the consignments at the earliest possible point of time but not more than 5 working day in any case from the date of clearance of consignment. Delivery may be affected during working hours, as far as possible. In respect of perishable items, CSIR-NML Jamshedpur will accept delivery beyond office hours and on all holidays.
- 4.27 **Non-interruption of service:** Should any dispute of any nature arise, the firm shall continue its services as provided in this contract, if required by CSIR-NML Jamshedpur, during pendency of resolution of the dispute.
- 4.28 **Customs query:** The CHA shall equip itself in advance with all necessary information that may be required for answering customs queries. It shall take any necessary steps to answer both – oral/verbal and written queries without any delay. In case of need of clarification from CSIR- NML Jamshedpur, the queries may be communicated to CSIR-NML Jamshedpur on the day the queries are raised. Storage/demurrage charges incurred on account of delay in communicating the queries to CSIR-NML Jamshedpur shall be borne by the CHA and further, damage caused to CSIR-NML Jamshedpur due to the above said delay shall be made good by the CHA.
- 4.29 **Continuation of services during pendency of payment of bills & disputes:** CSIR-NML Jamshedpur will make every effort to arrange payment of bills within 30 days of receipt. If payment is delayed beyond 30 days for any reason the firm shall NOT STOP clearing consignments and their delivery at CSIR-NML Jamshedpur. The firm should have adequate financial standing to continue clearance activities during pendency of payment of bills. If there is any dispute of any type between CSIR-NML and the successful

CHA, the successful CHA will have to continue its services as provided in the contract during pendency of resolution of such dispute/ issue. CHA will not hold any of our consignment pending with them due to such dispute/ issue.

4.30 Resolution of Disputes & Arbitration:

Settlement of Disputes :

i) The Purchaser and the supplier/service provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

(ii) If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier/Service Provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods/service under the Contract.

(iii) The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier/service provider relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 and Arbitration & Conciliation (Amendment) Act 2015, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.

(b) "Arbitration Clause" in the domestic agreement will be as under:

"ARBITRATION"

1. 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 especially provided under this agreement) the same shall be referred to the Delhi International Arbitration Centre for appointment of Arbitrator to adjudicate the dispute.
2. The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim awards(s) and /or directions, as may be required.
3. Subject to the aforesaid provision, the arbitration and conciliation act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitration proceeding under this clause.

(c) in the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

(iv) The venue of the arbitration shall be the place from where the purchase order or contract is issued.

(v) Notwithstanding any reference to arbitration herein,

(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree and

(b) The Purchaser shall pay the Supplier any monies due the Supplier.

4.31 Yardstick for annual performance for extension of contract on yearly basis:

As the period of contract shall be valid for a period of One-year subject to renewal on annual 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 by CSIR-NML (wherein CHA has not agreed for bearing of demurrage charges etc.). 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 Purchase Department of CSIR-NML.
- c) Expeditious clearance and delivery of the consignments to CSIR-NML 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.

4.32 Other Terms & Conditions: -

- 4.32.1 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.
- 4.32.2 The CHA, under no circumstances will charge the airfreight rates more than airfreight rates specified in the latest issue of IATA Tact book. (Please attach undertaking to this effect)
- 4.32.3 The successful CHA shall, if required by the CSIR-NML, JAMSHEDPUR, carry out or arrange to carry out the inspection (chargeable basis) (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/markings etc. (as per international packaging standards and norms).
- 4.32.4 Safe custody of the consignment cleared is the sole responsibility of the successful CHA till the same is properly delivered at CSIR-NML JAMSHEDPUR.
- 4.32.5 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-NML, JAMSHEDPUR with the concerned airport/airline authorities with all the necessary documentation under intimation to us.
- 4.32.6 Successful CHA has 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-NML under intimation to us. The successful CHA shall pay all the related fee/charges of surveyor (reimbursable subject to advance approval from CSIR-NML) to carry out the survey if required.
- 4.32.7 The successful CHA will maintain close liaison with CSIR-NML regularly & arrangement for collection of documents whenever informed telephonically/by email or otherwise by us.
- 4.32.8 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).

- 4.32.9 The successful CHA shall be responsible for the safe custody of proper use of custom duty exemption certificate (CDEC) provided by CSIR-NML, JAMSHEDPUR.
- 4.32.10 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-NML, Jamshedpur will accept deliveries beyond the office hours and on all holidays subject to prior intimation about the same by the CHA to CSIR-NML, JAMSHEDPUR. CHA will arrange requisite manpower and other equipment for unloading, shifting, or moving of the consignment at and within the CSIR-NML premises at their own cost.
- 4.32.11 CHA will have to provide a monthly report of the deliveries of consignments against our purchase orders(s).
- 4.32.12 Director, CSIR-NML, JAMSHEDPUR, 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).
- 4.32.13 If over/wrong payment(s) of any type of charges has been made by CSIR-NML due to oversight/inadvertent human mistake the successful tenderer will be liable to refund the same immediately to CSIR-NML.
- 4.32.14 The Jurisdiction area for any dispute/arbitration arisen under this tender will be at JAMSHEDPUR only.
- 4.32.15 CHA will have to deliver the consignments as far as possible, during the office hour's i.e. 9.30 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-NML for proper arrangement at our end.
- 4.32.16 Manpower for loading unloading in CSIR-NML site also 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 tenderer 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-NML JAMSHEDPUR 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.

5. Code of Integrity

- 5.1. The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.
- 5.2. **Code of integrity for Public Procurement:** The Purchaser as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:
- i) **"corrupt practice"**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
 - ii) **"Fraudulent practice"**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

- iii) **“anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) **“conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and
- vi) **“Obstructive practice”**: materially impede the purchaser’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser’s Entity’s rights of audit or access to information;

5.3 Obligations for Proactive disclosures

5.3.1 The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and

5.3.2 The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity; iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser.

6. Punitive Provisions Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

6.1. If his bids are under consideration in any procurement:

- a) Forfeiture or encashment of bid security;
- b) Calling off of any pre-contract negotiations; and
- c) Rejection and exclusion of the bidder from the procurement process.

6.2 If a contract has already been awarded

- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
- b) Forfeiture or encashment of any other security or bond relating to the procurement;
- c) Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.

6.3 Provisions in addition to above:

- a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;

- b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
- c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

- 7. **Penalty Clause:** Director, CSIR-NML reserves the right to deduct penalty @ 0.5% per week of FCA / FOB price (As per INCOTERMS), for delay in consolidation and Airfreight / Sea shipment of CSIR-NML shipments and delivery to Stores, CSIR-NML, Jamshedpur. (Maximum penalty shall be 10%) The period for this will be calculated after 30 days, from the date of intimation by supplier about the readiness of the consignment for shipment.
- 8. The service provider will ensure that correct nomenclature and the HS CLASSIFICATION AS PER EXTANT ITC / Customs Notification is mentioned in the BILL OF ENTRY.
- 9. No Bidder is permitted to withdraw or modify the bid submitted after opening.
- 10. Incomplete Bid and conditional Bid will be rejected.
- 11. **The bids should be valid for a minimum period of 180 days from the date of Bid opening.**
- 12. The Director, CSIR-NML, Jamshedpur reserves the right to accept or reject any or all the Bids received without assigning any reason.
- 13. The Director, CSIR-NML, Jamshedpur reserves the right to terminate the contract within one month giving prior notice at any time on finding the service unsatisfactory or on any **breach of contract**.

14. Documents

The Technical Bid should contain the following documents (14.1 to 14.17)

- 14.1 Forwarding Letter on your Letter Head addressed to the Stores & Purchase Officer, CSIR-NML, Jamshedpur indicating the local office and name of authorized person at Jamshedpur / Kolkata.
- 14.2 Copy of Customs Authorized Clearing License (**CHA**) in their own name registered with Customs at Kolkata, Chennai, Mumbai and New Delhi.
- 14.3 Copy of **IATA or FIATA Membership**.
- 14.4 Copy of ISO Quality Management System Certification.
- 14.5 Copy of PAN and GST Registration Certificate.
- 14.6 The list of the Customers (with their full address), e-mail and telephone numbers where similar nature of services were rendered during the last three years i.e., during 2023-24, 2024-25 and 2025-26 in any Govt. / Semi-Govt. / PSU / Autonomous Bodies / CSIR Labs. with Certificate of successful completion of Contract (Atleast One Contract).
- 14.7 A Declaration by the bidder that the bidder accepts all the terms and conditions as per this tender without any deviation whatsoever.
- 14.8 Copy of Consolidation License/Certificate in their own name.
- 14.9 Balance sheet of the Bidder for previous three years to be enclosed certified by chartered accountant.
- 14.10 Format for Declaration by the Bidder for Code of Integrity & Conflict of Interest.
- 14.11 Bid Securing Declaration (Format attached).
- 14.12 Bidder Information Form (Format attached).
- 14.13 Land Border Sharing Certificate (Format attached).
- 14.14 Undertaking by the Bidder (Format attached).
- 14.15 Compliance Statement Form as per format given in Section-C of this tender document.
- 14.16 Past 5 Years experience at Kolkata Customs (Air or Sea) on their own license.
- 14.17 Details of Cargo Forwarding / Consolidating Agents of the bidder in all major countries.

Note: Merely copying CSIR-NML's terms and writing "Yes" in compliance will not suffice. Please enclose supporting documents wherever required. Similarly documents in support of the stated claims may also be separately requested by CSIR-NML by giving a notice of 2 days at any point of time during the evaluation process and before the opening of the price bid failing which the offer shall be rejected.

The Price Bid (Financial bid) should contain the following :-

- 14.18 **"Price Schedule Form"** duly enclosed with this bid document under **Section-D**. All columns MUST be filled legibly and the page must be duly signed / stamped by the authorized signatory.
 - 14.19 Bidder's Self-Calculation Table duly enclosed with this bid document under **Section-E**.
 - 14.20 Copies of latest IATA Rate Chart (as per TACT book).
15. **Location of Customs House Agent (CHA):** Most of the consignments will be shipped to and cleared in Kolkata Airport. Therefore the CHA should have customs clearance arrangements in Kolkata. CHA must also have clearing operations in Delhi and Mumbai also as some shipments are required to be cleared from these cities. CHA should have facilities to also undertake clearance and delivery of post parcels as and when required by CSIR-NML.
 16. **Re-export and re-import:** CHA may be required to **re-export** certain items for repairs or replacement, which may be re-imported after repair. CHA should undertake completion of all the formalities with the customs authorities for this purpose.
 17. **Excess remittance of Customs duty:** CHA is required to actively follow-up cases of recovery of excess duty paid to customs.
 18. **Other Charges/levies:** All statutory charges/levies not mentioned in the format of rates etc. will only be paid/reimbursed on the production of the receipts / vouchers for the same.
 19. **Forwarding/Consolidation facilities abroad:** CHA should have network of cargo forwarding /consolidating agents in at least 20-25 countries like USA, UK, Germany, Japan, France, Switzerland, Malaysia, Hungary, 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 consol of any airline. Under no circumstances should these rates exceed than those specified in latest issue of the IATA Tact Book. CHA should submit an undertaking to this effect on its letterhead.
 20. **Collection of free sample:** Sometimes free research samples in the form of materials/metals/iron ore//chemicals etc. are required to be collected from concerned persons in Universities / institutions abroad (US, UK, Germany, Japan, Australia etc.). CHA will have to arrange pick up of these samples from respective destinations to Kolkata airport and its delivery to CSIR-NML, Jamshedpur after customs clearance.
 21. **Inspection Facility:** CHA shall, if required by CSIR-NML, 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).
 22. **Inspection of packages and insurance survey:** It is incumbent on CHA 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 CSIR-NML for arranging an Insurance Surveyor for surveying the consignment. **CHA will pay fee of the Surveyor and bear expenses**

for carrying on the survey and the expenditure will be reimbursed to CHA on submission of valid receipts.

23. **Delay in filing documents:** CHA shall be responsible for any delay in filing BE with customs authority and/or not notifying CSIR-NML of discrepancy, if any, in the documents. The storage/demurrage Charges (other than handling Charges) for the entire period of delay due to deficiency or negligence in service on the part of CHA will have to borne by CHA. Further, CHA will have to make good loss/damage, if any, suffered by CSIR-NML on account of delay due to deficiency or negligence of service attributable to CHA in filing BE and/or clearance of consignments.
24. **CHA not blacklisted or in dispute relating to service with any organization:** CHA should not have been blacklisted by any Government organization. CHA 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 termination of this contract*** without any notice, imposition of penalty to the extent of damage incurred during the subsistence of contract, and also recovery of the outstanding amount.
25. **Non-interruption of service:** Should any dispute of any nature arise, CHA shall continue its services as provided in this contract, if required by CSIR-NML, during pendency of the dispute.
26. **Submission of bills:** CHA shall tender, by post/hand, pre-receipted bills once in every week for service provided to CSIR-NML. Bills should be in letterhead of CHA. A checklist and documents in support of various charges indicated in the bill should accompany each bill. Any bill not accompanied by checklist and one or more documents will not be received in CSIR-NML. Incidence of storage/demurrage charges attributed to oral/verbal queries of customs authorities shall not be claimed by CHA.
27. **Continuation of services during pendency of payment of bills:** CSIR-NML will make every effort to arrange payment of bills within 30 days of receipt. If payment is delayed beyond 30 days for any reason, the CHA shall NOT STOP clearing consignments and their delivery at CSIR-NML. CHA should have adequate financial standing to continue clearance activities during pendency of payment of bills.
28. **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. Initially the contract will normally be awarded for two years, which may further be extended, curtailed or re-negotiated depending upon the performance of the CHA.
29. It is specifically made clear and understood that this contract shall not vest exclusive rights to the CHA to provide services to CSIR-NML during the tenure of this contract. Notwithstanding this agreement, CSIR-NML 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.
30. The Director, CSIR-NML reserves the right to accept or reject any offer without assigning any reason / reasons. The jurisdiction of disputes if any at any stage will be the competent courts in **Jamshedpur** only.
31. **Applicable Law:** The contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be resolved within Jamshedpur, Jharkhand jurisdiction only.

SECTION-C :- COMPLIANCE STATEMENT FORM

[TO BE ATTACHED WITH TECHNICAL BID]

Sr. no.	Terms and Conditions of CSIR-CNML	To be filled by the tenderer/CHA clearly (write 'yes' or 'no')	Page number of related supporting document of the tenderer's technical bid. <i>(tenderer may mention page number here)</i>
1	Whether the tenderer is agreed to pay custom duty up to Rs. 10 lakh per consignment of CSIR-NML?		
2	Whether the tenderer is agreed to pay full amount of air freight charges per consignment of CSIR-NML?		
3	Whether the tenderer is agreed for arranging insurance for CSIR-NML consignments wherein we have not paid for it to the supplier as per the INCOTERM of our P.O.		
4	Whether the tenderer is agreed not to hold any of the consignment of CSIR-NML under any circumstances or reason thereof. (Like pending bills or other)		
5	Whether the tenderer is agreed to charge the airfreight rates only as per the latest IATA TACT book?		
6	Whether CHA undertakes to route the consignments only through the friendly countries of India?		
7	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.		
8	Whether CHA/tenderer is having any pending legal issue with CSIR or its Laboratories/Institutes?		
9	Whether all other terms and conditions of this tender of CSIR-NML, Jamshedpur are acceptable to the tenderer		

10	Whether the tenderer is having CHA license in its own name?		
11	Whether the tenderer is registered as consolidator with the custom authorities (Please attach supporting document)		
12	Whether the tenderer have minimum 5 (five) years of continuous 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.		
13	Whether the tenderer agrees (if awarded the contract) to furnish a fidelity guarantee bond of Rs. 20.00 lakh (Rupees Twenty lakh only) in favor of the Director, CSIR-NML, Jamshedpur to safeguard the interest of CSIR-NML in the event of any loss due to any act of omission and commission by the tenderer. ?		
14	Whether the tenderer has submitted the EMD with the technical bid?		
15	Whether the tenderer is ready to furnish PBG and Fidelity bond (if contract awarded on him) within 21 days of award of contract?		

SECTION-D

PRICE SCHEDULE FORM

[TO BE ATTACHED WITH PRICE BID]

I. Discount on IATA Rate

SL	Item/Job Description	DISCOUNT OFFERED BY BIDDER
I	Discount on IATA Rate provided by CSIR-NML. Indicate discount % considering: a. Irrespective of countries, sizes, slabs, type no separate charges for ODC & voluminous shipments b. Prior approval of CSIR-NML for special consignments (Dangerous/Hazardous, Perishables, radioactive items) c. FOB/FCA & EXW shipments; FCA/EXW country charges reimbursed as per HAWB	_____ %

II. Agency Commission / Attendance Charges

SL	Description	Amount (Rs.)
II(a)	Under the console of freight forwarder	FREE
II(b)	Under other console	

III. AAI & Customs Clearance Charges

SL	Description	Amount (Rs.)
III	AAI charges, Customs clearance, Fuel surcharge, Security surcharge, X-ray screening	Actual basis against valid receipt

IV. Delivery Order Charges

SL	Description	Amount (Rs.)
IV(a)	Under the console of freight forwarder	FREE
IV(b)	Under other console	At actual (with printed receipt having PAN/TAN or registration no.)

V. Packing & Inland Transportation

SL	Description	Amount (Rs.)
V	Prior approval required from CSIR-NML before shipment	Payment on actual basis against valid receipt

VI. Door Delivery Charges (Including Labour)

Shipment Weight	Door Delivery Charges (Rs.) (Including Labour)
Up to 25 Kgs	
Up to 60 Kgs	
Up to 150 Kgs	
Up to 300 Kgs	
Up to 1000 Kgs	
Above 1000 Kgs	Case-to-case basis (prior approval to be obtained from CSIR-NML)
Larger/odd shipments (>1000 kg or requiring special transport)	Case-to-case basis (prior approval to be obtained from CSIR-NML)

Important Notes

Point	Details
a	Max customs duty reimbursable up to Rs. 10,00,000.00.
b	Fuel, security, X-ray charges paid as per Master Airway Bill
c	Charges to be quoted per consignment
d	Delivery during office hours (9.30 AM – 5.30 PM)
e	DO charges for CIP/CIF/Courier shipments on actual basis
f	GST extra; TDS as applicable
g	Extra activities reimbursed on actual/case basis
h	Bids with separate rate charts or nil charges will be rejected
i	Separate receipts not required for quoted charges

 Authorized Signatory with seal

Name :-

Designation :-

Date:-

Place:-

[Bidders are requested to sign on every page of Price Schedule Form]

SECTION-E

BIDDER'S SELF CALCULATION TABLE

Instructions:

- Use the formulas in the table to calculate marks for each criterion.
- Marks **cannot exceed the Maximum Marks**.
- Add marks of Table-A and Table-B together to get **Total Marks** (Maximum = 100).
- Now subtract your marks from Total Marks (i.e. 100) to get a value. Enter the value on the GeM Portal where Price is sought.

TABLE-A

S.No	Criteria	Quoted Discount ≤ fixed reference value	Fixed Reference Value	How to Calculate Marks	Marks obtained	Max Marks
1	IATA Discount (%) – Higher is Better	_____ %	100%	$\left(\frac{\text{Your discount}}{100}\right) \times 15$		15
TOTAL MARKS OBTAINED BY BIDDER						15

TABLE-B

S.No	Criteria	Quoted value ≥ fixed reference value	Fixed Reference Value	How to Calculate Marks	Marks obtained	Max Marks
1.	Agency Commission – For Other Console – Lower is Better	₹ _____	₹2000	$\left(\frac{2000}{\text{Agency Commission}}\right) \times 15$		15
2.	Transportation Charges for goods ≤25 kg – Lower is Better	₹ _____	₹500	$\left(\frac{500}{\text{Transportation Charges}}\right) \times 15$		15
3.	Transportation Charges for goods ≤60 kg – Lower is Better	₹ _____	₹800	$\left(\frac{800}{\text{Transportation Charges}}\right) \times 15$		15
4.	Transportation Charges for goods ≤150 kg – Lower is Better	₹ _____	₹1200	$\left(\frac{1200}{\text{Transportation Charges}}\right) \times 15$		15
5.	Transportation Charges for goods ≤300 kg – Lower is Better	₹ _____	₹2000	$\left(\frac{2000}{\text{Transportation Charges}}\right) \times 15$		15
6.	Transportation Charges for goods ≤1000 kg – Lower is Better	₹ _____	₹4000	$\left(\frac{4000}{\text{Transportation Charges}}\right) \times 10$		10
	TOTAL MARKS OBTAINED BY BIDDER					85

INSTRUCTIONS FOR ENTERING EVALUATION MARKS ON GEM PORTAL

Maximum Marks: 100

Formula to be Used :-

- Price to be Entered in GeM Portal = $100 - \text{Total Marks Obtained by bidder (Table-A + Table-B)}$

Illustration

Bidder	Marks Obtained by bidder (Out of 100)	Price to be Entered in GeM Portal
A	85	$100 - 85 = 15$
B	90	$100 - 90 = 10$
C	75	$100 - 75 = 25$

Important Instructions

- Enter only the calculated value obtained using the above formula in the Price field of the GeM Portal.
- Do NOT enter the quoted financial bid or any actual price/value.
- Each bidder is responsible for calculating and entering the correct value.



CSIR-NML

सीएसआईआर - राष्ट्रीय धातुकर्म प्रयोगशाला

(सीएसआईआर की एक संघटक प्रयोगशाला, विज्ञान एवं प्रौद्योगिकी मंत्रालय)
भारत सरकार, बर्माईंस, जमशेदपुर - 831007, झारखंड (भारत)

CSIR-National Metallurgical Laboratory

(A Constituent Laboratory of CSIR, Ministry of Science & Technology)
Govt. of India, Burmahins, Jamshedpur - 831 007, Jharkhand (India)

SECTION-F :- RELEVANT FORMATS

ANNEXURE 1 :- UNDERTAKING BY THE BIDDER

1. We agree that the consignments after clearance from airport will directly be delivered to the premises of CSIR-NML Stores, Jamshedpur immediately. In case of perishable item, it will be delivered within minimum time with necessary temperature control arrangements. The services will not be sub contracted to any other agency.
2. We agree to pay the customs duty for all consignments at the time of clearance from airport / seaport and its reimbursement up to a limit of **Rs. 10.00 Lakhs (Rupees Ten Lakhs Only)** against paid challan. We shall submit bill along with the paid challan for reimbursement of customs duty paid.
3. We undertake to ensure that correct nomenclature and HS classification as per extant ITC/Customs notifications is mentioned in the Bill Entry and the correct product Code (HS) is verified and duty free items as per Customs Tariff Act is cleared without duty.
4. We agree that we shall not claim any demurrage charge, if paid by us at the time of clearance, for the shipments arranged by us.
5. We agree that the house Airway Bill number and date and master Airway bill number and date will be intimated to the importer sufficiently in advance prior to arrival of the consignment.
6. We agree that we shall collect necessary documents required for clearing of consignments by deputing our representative to CSIR-NML, Jamshedpur as and when required on a daily basis.
7. 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 our bills.
8. We shall prepare the airfreight bill and transport / delivery charges bills strictly in accordance with the approved rates. Under no circumstances airfreight rates charged by us, shall exceed those specified in the latest issue of IATA Tact Book less the discount.
9. We agree to accept the Exchange Rate adopted for the assessment of Custom Duty on the date of filing Bill of Entry (Import) for the purpose of calculation of airfreight charges.



CSIR-NML

सीएसआईआर - राष्ट्रीय धातुकर्म प्रयोगशाला

(सीएसआईआर की एक संघटक प्रयोगशाला, विज्ञान एवं प्रौद्योगिकी मंत्रालय)
भारत सरकार, बर्माईंस, जमशेदपुर - 831007, झारखंड (भारत)

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Govt. of India, Burmamines, Jamshedpur - 831 007, Jharkhand (India)

10. We undertake to arrange for transit insurance of the consignment, if required by CSIR-NML, and pay the insurance premium @ 110% of CIF value from any nationalized company covering all transit risks including wars, strikes, riots, civil commotion etc..
11. In case the cargo received is damaged / short landed then we shall not claim payment till CSIR-NML receives the insurance claim. In such cases, shortage/damage/not found/not traceable notice would be lodged by us with the airport authorities and obtain necessary certificate from the Airline/Port authorities for necessary claim with the concerned authorities under intimation to CSIR-NML and also arrange for deputing the insurance surveyor.
- During inland transportation, any loss/damage is our sole responsibility. In such cases, we shall provide loss/damage certificate immediately and lodge claim with insurance company and pursue till settlement and further we shall be responsible and accountable for proper safety, care, handling and storage of goods while in our custody.
12. We undertake to submit Performance Bank Guarantee for value of **Rs. 5,00,000/- (Rupees Five Lakhs Only)** valid for 14 (Fourteen) months from the date of Contract.
13. We unconditionally accept all the terms and conditions of the tender document.

Place :

Date :

Signature of the authorized person of the Bidder :

Name of the authorized person :

Name of the Agent :

Rubber Stamp / Seal :



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ANNEXURE 2 :- Bid-Securing Declaration Form

Date: _____

Bid No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of : (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)



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ANNEXURE 3 :- 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.



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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 Issuing Branch of the Bank

Note: Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.



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ANNEXURE 4 :- Format for declaration by the Bidder

for Code of Integrity & conflict of interest

(On the Letter Head of the Bidder)

Ref. No: _____

Date _____

To,

(Name & address of the Purchaser)

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 1.3.0 of ITB of your Tender document and have no conflict of interest.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- a
- b
- c

We undertake that we shall be liable for any punitive action in case of transgression/ contravention of this code.

Thanking you,

Yours sincerely,

Signature

(Name of the Authorized Signatory)

Company Seal



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ANNEXURE 5 :- LAND BORDER SHARING CERTIFICATE

[To be submitted by the bidding/participating firm in their letter Head]

With reference to NML tender Enquiry bearing No. dated it is certified that:

We have read clause regarding restriction on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; We certify that the bidder is not from such a country or, if from a such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the competent Authority. A valid certificate issued by the Competent Authority has been attached with the bid. I hereby certify that this bidder fulfill all requirements in this regard and is eligible to be considered. (As per requirements under P-45021/112/2020-PP(BE-II)(E-43780) dated 24.08.2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade and any amendments thereon.)

For and on behalf of M/s.....

[Seal of the firm]

Place:-

Date:-.....



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ANNEXURE 6 :- BIDDER INFORMATION FORM

Sl. No.	PARTICULARS	DETAILS
1.	Name of the Company/Firm	
2.	Full Address – HO/Regd. Office	
3.	Full Address of Branch Office	
4.	e-mail id	
5.	Contact Person	
6.	Landline No. / Mobile No.	
7.	Are you Registered with MSME. Mention Udyog Aadhar No. and attach valid certificate	
8.	Do you belong to SC/ST Category (indicate Yes/No)	
9.	Goods & Services Tax No. (Please attach a copy)	
10.	PAN No.	
11.	Name of Bank	
12.	Branch / Branch Code	
13.	Full Address of the Banker	
14.	IFSC Code	
15.	MICR Code	
16.	Account No.	
17.	Type of Account (Saving/Current)	

Signature of Authorized Signatory with Seal