



NATIONAL ENVIRONMENTAL ENGINEERING RESEARCH INSTITUTE
(Council of Scientific & Industrial Research)
Nehru Marg,
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Sale of Tender Document : 27/11/2009 to 21/12/2009

File No. PUR-Misc/FE/CL/2009/4

Last Date of receipt of Tender: 22/12/2009 (05.00PM)

Date: 27.11.2009

Date and time for opening of Technical Bid 23/12/2009 (03:00pm)

TENDER DOCUMENT FOR INVITATION FOR BIDS

1. Director, NEERI, Nagpur, INDIA, invites sealed bids from Consolidation Freight Forwarders and Customs House Agents based in Mumbai for shipment of Imported consignments under console and Customs Clearance of the consignments at Mumbai and onwards shipment to NEERI, Nagpur and its Zonal Labs.

S.No.	Tender No.	Description	Period	Type of Bid	Bid Security (EMD) (in Indian Rupees)
1	PUR-Misc/FE/CL/2009/4	Contract for Freight Forwarding on Consolidation basis and Customs Clearance of Imported consignments from various countries upto NEERI, Nagpur (India)	Two years	Two Bid	Rs. 25,000/-

2. Interested Consolidation Freight Forwarders/CHA may obtain further information from the office of the **Stores & Purchase Officer, NEERI, Nehru Marg, Nagpur.**
3. Each complete set of bidding document may be purchased by any interested bidder on submission of a written application to the above office and upon payment of a non-refundable and non-transferable fee of Rs. 300.00 in the form of a Demand Draft in favour of The **Director, NEERI, Nagpur**, payable at **Nagpur** during office hours on all working days up to **06:00 pm** either in person or by post. Alternatively, the bidding documents can be downloaded directly from our website www.neeri.res.in **free of cost**. The bids must reach this office on or before **22.12.2009** up to **17:00** hours (IST) and shall be opened on **23.12.2009** at **15.00** hours. (IST)
4. All bids must be delivered to the above office at the date and time indicated above. Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.
5. The Director, NEERI, Nagpur reserves the right to accept any or all tenders either in part or in full or to split the order without assigning any reasons there for.



राष्ट्रीय पर्यावरण अभियांत्रिकी अनुसंधान संस्थान

(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद)

नेहरू मार्ग, नागपुर 440 020 (महाराष्ट्र) भारत

NATIONAL ENVIRONMENTAL ENGINEERING RESEARCH INSTITUTE

(Council of Scientific & Industrial Research)

Nehru Marg, NAGPUR -440 020 (M.S.) INDIA

निविदा निमंत्रण सूचना - पीयुआर-विविध/एफई/सीएल/2009/4

NOTICE INVITING TENDER No. PUR-Misc/FE/CL/2009/4

विभिन्न देशों से नीरी, नागपुर (भारत) तक विदेशी परेषण पहुंचाने व सीमा-शुल्क निकासी लिए समेकित पद्धति से निविदाएँ मंगवाए जा रहे हैं

Contract for Freight Forwarding on Consolidation basis and Customs Clearance of Imported consignments from Various Countries up to NEERI, Nagpur (India)

क्र.	फाइल संख्या	डी.डी द्वारा निविदा दस्तावेज का शुल्क (₹)	डी.डी द्वारा बयाना जमा राशि (₹)	दि बीड प्रणाली
01	PUR-Misc/FE/CL / 2009/4	300.00	25,000.00	1. तकनीकी बीड 2. वाणिज्यिक बीड अलग लिफाफे में जमा करे 1) Technical Bid 2) Financial Bid to be submitted in separate envelope

01. निविदा दस्तावेज बिक्री - 27/11/2009 से 21/12/2009
Sale of Tender Document
02. निविदा स्वीकार करने की अंतिम तारीख - 22/12/2009 (शाम 5:00 बजे तक)
Last date of Receipt of Tender
03. निविदा खोलने की तारीख व समय - 23/12/2009 (दोपहर 3:00 बजे)
Date & time of opening Tender

वेबसाइट से डाउनलोड किए गए निविदा निशुल्क होंगी Tenders downloaded from website will be free of cost

अन्य जानकारी के लिए कृपया वेबसाइट देखें : www.neeri.res.in FOR DETAILS, PLEASE VISIT WEBSITE

भंडार एवं क्रय अधिकारी
Stores & Purchase Officer

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Section –I
Invitation for the Bids

Contract for Freight Forwarding of Imported consignments on Consolidation basis through Air, Sea and Foreign Post Office and Customs Clearance.

NEERI is a premier Research & Development Laboratory/Institute functioning under the aegis of Council of Scientific & Industrial Research, DSIR, Ministry of Science and Technology, Govt. of India. NEERI imports scientific equipments, instruments, spares, accessories, chemicals and other consumables etc. from all over the world for its own use for R&D activities. Generally the materials are imported from Austria, Australia, Canada, China, Denmark, France, Germany, Hongkong, Israel, Italy, Japan, Korea, Malaysia, Netherlands, Switzerland, Singapore, Sweden, U.K.,USA, UAE and occasionally from other countries also.

NEERI is interested to appoint a consolidation freight forwarder and Customs House Agent for the handling both the jobs under one roof i.e. shipment of import of consignments under console & clearance of customs for import of consignments. Only the tenderer engaged both in Customs clearance and consolidation should submit their tenders.

Sealed quotations on behalf of the Director, NEERI, Nagpur are invited from Mumbai based reputed Consolidation and Customs House Agents who are dealing in both jobs under one roof, for awarding the contract for consolidation of imports of consignments of this Institute and customs clearance of consignments through Air, Sea and through Courier/Post. The jobs to be performed are given at Annexure 'A' and Terms & Conditions of the contract to be awarded are given at Annexure 'B'.

Documents to be submitted along with quotation

The quotation must be submitted on firm's letter head in accordance with the proforma enclosed with the tender documents along with the following documents. Rates must be clearly shown in the quotation. Rates in vague terms like "As applicable or At Actual" should be avoided, otherwise such quotation shall be rejected.

Technical Bid Envelope –II should contain following documents.

1. Certificate of Registration of the firm
2. Latest Service Tax Registration Certificate/ PAN No. copy
3. Valid Custom House Agent Registration Certificate at Mumbai Airport/Port
4. Valid IATA or FIATA Registration and Break Bulk Licence
5. Qualifying Criteria duly completed and signed
6. Check List duly filled in and signed
7. Photocopies of the award letters issued by other organizations of reputed for the above jobs
8. List of Customers along with the details of contact person, telephone number, fax number, complete correct address of the organization etc.
9. List of Console Associates situated in foreign countries with complete address, Telephone No., Fax No. E-mail address, contact persons
10. Copy of Agreement with consolidation agent in case the clearing agent is authorized by console agent to act on their behalf
11. EMD of Rs. 25,000/- in the form of Crossed Demand Draft only in favour of Director, NEERI, Nagpur

Price Bid Envelope-III should contain following documents.

1. Copy of prevailing IATA Rates duly signed and stamped on Letter Head
2. Price Bid Form

The photocopies of the above documents should be legible and duly attested.

Price Bid Form**Section – II****Scope of Work****(Rates to be submitted on Agency Letter head only)****Annexure –‘A’****A) Consolidation charges for voluminous and non-voluminous cargo including Dangerous, Perishable and Over Dimensional Goods****I) Charges at the Port of Shipment :**

Incidentals charges such as Inland Transportation, unloading/loading, Boarding on Aircraft /Ship, FOB/FCA Charges. For FOB/FCA/consignment Fuel and War Risk charges, Handling charges/AWB charges/fees, Air Lines handling charges, Cartage charges, Service Charges, Documentation charges, Transfer fees and any other related charges.

II) Charges at the Port of Destination/Final Destination :

opening , examination, Sealing & Repacking charges, Loading / Unloading charges at Mumbai Airport/Port, Local transportation charges with in Mumbai after clearance, Delivery Order (D.O.) Charges, CC Fees payable on Freight charges, D.P. Fees, Cartage, and all other related charges , Agency Charges

Percentage of
Discount offered on
IATA Rates (%) =

III) The Following charges will be paid at actuals against proper receipts and documents.

Customs Duty, EDI/CMC System Charges, S. Form charges, Terminal, Storage and Processing (TSP) Charges, Stamp Duty charges, Break Bulk charges, Inland Air Freight charges for transportation of consignment from Mumbai to NEERI, Nagpur or NEERI Zonal Labs located at Mumbai, Kolkata, Delhi, Chennai and Hyderabad or any other destination in India by Air

Note : Bidder should quote total discount on IATA Rates keeping in view the fact that discounted IATA rates will be inclusive of all the charges mentioned in I) & II) above and no separate payment will be made for the same, hence the percentage of discount on IATA rate should be offered accordingly.

Important Notes :

- (1) Discount on IATA Rates should be inclusive of all the charges mentioned at I) & II) above. No other charges except statutory charges given at Sr. No. (III) shall be paid.
- (2) All Statutory charges including Customs Duty, Cess on Customs Duty indicated at Sr. No. III above, will be paid at actuals against submission of proper receipt / Invoice / Bill / documentary proof of the concerned authority to whom the payment is made by CHA.
- (3) Service Tax as applicable shall be paid extra and Income Tax at the prevailing rate shall be deducted from Contractor's Invoice
- (3) Warehouse/demurrage charges shall not be paid under any circumstances.
- (4) Majority of our consignment are voluminous and orders are placed with the foreign suppliers on FOB/FCA basis.

Signature of Authorised Signatory : _____
Name of Authorised Signatory : _____
Name of Firm with Stamp : _____

TERMS AND CONDITIONS

1. **Submission of Tenders** : The bidders may submit their duly sealed bids generally by post or by hand. As bids are invited on two part basis, the Bidder shall seal the un-priced commercial and technical bid comprising the documents and the priced bid in two separate envelopes duly marked as “Technical bid” (Envelope-II) and “priced bid”. (Envelope-III) Both the envelopes shall then be sealed in one outer envelope i.e. Envelope –I
 - (a) The inner and outer envelopes shall be addressed to the Director, NEERI ,
Nagpur-440 020
 - (b) Bear the name and address of the bidder, Tender No., due date and a warning "Do not open before _____" to be completed with the time and date as specified in the invitation for bids.
Sealed tenders must be submitted in an outer envelope duly super scribing “Quotation for Contract of Consolidation and Customs Clearance Agent” and other details as mentioned in (b) above, in the Tender Box in NEERI , Nagpur latest by **22/12/2009 upto 05.00 PM** positively. **Request for extension of submission date of tenders will not be considered.**

2. **Quotation/Offer** : (i) Format for quoting rates by the contractor is attached as Annexure “A”. Rate must be quoted in the said format and in the manner prescribed otherwise quotation will be summarily rejected by NEERI. (ii) Conditional tenders shall not be accepted and printed terms & conditions of the bidders shall not binding on NEERI (iii) If there is any discrepancy between the price quoted in figures and words, whichever is the higher of the two shall be taken as the bid price.

3. **Opening of Tenders** : Tenders received will be opened at **03.00 P.M. on 23/12/2009** in the presence of the authorized representatives, if any, of quoting firm (one member only) at this office. Request for extension of opening date of tenders will not be considered. Tenders will also be opened on due date and time

4. **Earnest Money Deposit** : Tenderers shall have to deposit **EMD of Rs. 25,000/-** in the form of Crossed Demand Draft/Bank Guarantee/Bankers Cheque only in favour of Director, NEERI, Nagpur issued by Scheduled/Nationalized Bank payable at Nagpur along with their tenders. Tenders received without earnest money will not be entertained/considered at all and rejected summarily. No interest would be paid on the Earnest Money deposit. Format of Bid Security is enclosed. The bid security shall be in one of the following forms at the bidders’ option:
 - (a) A bank guarantee issued by a Nationalized/Scheduled bank/Foreign Bank operating in India in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid. It means bid should be valid for 90+45 = 135 days.
 - (b) A Banker’s cheque or demand draft in favour of the Director, NEERI, Nagpur issued by any Nationalised/Scheduled Indian bank.

The bid security should be submitted in its original form. Copies shall not be accepted.

Bid Security may be forfeited in case of following.

- (a) If a Bidder withdraws or amends or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 15 days of the order or fails to sign the contract and/or fails to furnish Performance Security within 21 days from the date of contract/ order.
5. **Refund of EMD** : The bid security of unsuccessful bidder will be discharged /returned as promptly as possible positively within a period of 15 days after the expiration of the period of bid validity or placement of order which ever is later, without any interest. The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security, without any interest.
6. **Performance Security Deposit** : The successful tenderer will have to furnish an unconditional **Performance security deposit of Rs. 50,000/-** in the form of demand Draft/B.G. in favour of the Director, NEERI, Nagpur valid for the contract period from a Scheduled/Nationalised bank in India within twenty one days of the placement of order. **No interest would be paid on the Performance Security Deposit. In case the successful bidder fails to provide satisfactory services during contract period or discontinue or found at fault, the performance security deposit shall be forfeited without assigning any reasons. The successful bidder shall have no right to claim for refund of performance security deposit.**
7. **Refund of Performance Security Deposit** : The Performance Security Deposit will be returned to the successful bidder after the completion of the contract period and no interest would be paid thereon. For this the Contractor shall have to produce Cash receipt from NEERI along with pre-receipt bill affixed with Re. 1/- Revenue Stamp and application for refund of Performance Security Deposit, in case Performance Security Deposit is deposited in the form of DD/Bankers Cheque.
8. **Down Loading of Tender Document** : The bidders may purchase or down load Tender documents containing details and terms & conditions from NEERI Website www.neeri.res.in **Tenders downloaded from web site shall be free of cost.** Tender document can be purchased from NEERI, Nagpur on payment of Rs. 300/- per tender set by Demand Draft in favour of Director, NEERI, Nagpur.
9. **Validity of Offer** : Bids shall remain valid for minimum of 90 days. A bid valid for a shorter period shall be rejected by the NEERI as non-responsive.
10. **Contract Period** : The contract will be awarded for a period of two years only.
11. **Order Acceptance** : The order acceptance must be received within 15 days. However, the NEERI has the powers to extend the time frame for submission of order acceptance and submission of Performance Security (PS). after forfeiting the bid security of the defaulting firm. In such cases the defaulting firm shall not be considered again for re-tendering in the particular case. The contract so awarded can be terminated by the Director, NEERI, Nagpur at any time without conveying any reasons.

12. **Customs Clearance** : The Primary responsibilities of CHA is to arrange for collecting the shipment from foreign Service Provider and to arrange for its transportation to Mumbai and after Custom Clearance delivery at NEERI, Nagpur and its Zonal Labs. at Mumbai, Delhi, Kolkata, Hyderabad and Chennai/ NEERI Stores/Site and will be responsible for the safety of the cargo in all circumstances. This includes the Customs Clearance of the consignments, either under your consolidation or under other consolidation or by independent flight of any Air lines or Sea Company, from customs at Mumbai Airport/ Port or any Airport/Port/ Foreign Post Office in India for the import .
13. **Consolidation of Import of Consignments** : A list of your consolidation agents in the said countries giving complete details about them i.e. Name, Address, Telephone No., Fax Nos., E-mail/Web site, contact persons etc. and their authorization letter in your name should be invariably submitted along with technical bid.
14. **FOB/FCA SHIPMENTS** : The purchase orders are placed with foreign suppliers on FOB/FCA basis. Your console air freight rates must be based on FOB/FCA shipments i.e. from shipping airport in the exporting country to Mumbai Airport. The consignments will either be delivered by foreign Suppliers to you or you have to collect from them, as the case may be.
15. The consignments must be routed through AIR INDIA and where the AIR INDIA flights are not available, the shipments shall be made through other airlines. The consignment must be shipped by next available flight just after receiving the consignment from the Supplier.
16. The purchase order copy will be sent to the freight forwarder and the custom clearing agent. Both of them will follow up with the foreign Supplier to ship the goods within the delivery schedule and shall intimate the status of the shipment to NEERI well in advance by e-mail on our e-mail I.D. st_pur@neeri.res.in or by **fax on our Fax No. +91-712-2249992**.
17. The shipment details like flight No. and date, copy of HAWB and Invoice of foreign Supplier must be faxed and sent by e-mail to NEERI soon after the consignment is booked for shipment by the freight forwarder. Two sets of shipping documents shall be obtained from Service Provider which should be accompanied with consignment.
18. The consolidator shall be responsible for the safety of cargo in all circumstances. Your firm will also provide free warehousing facility at your warehouse free of cost, if required and you must have cold storage facility to facilitate minor transit delay for stores of any perishable cargo. The Contractor must have its own arrangement for warehousing , Insurance, Pickup and delivery by road within India.
19. The rate of discount quoted by the bidder on IATA Rates should hold good, firm and fixed during the currency of the contract period of two years and no request for reduction in discount rates on whatsoever ground will be entertained.
20. This Institute shall not be held responsible for delay of payment of the contractor due to some unforeseen reasons /circumstances and no interest for delay in payment shall be paid. The Customs Duty bills must accompany the Bill of Entry for home consumption and exchange control, copies of MAWB/HAWB, copy of customs assessed invoice, gate pass all receipts in support of payments towards Govt. levies made by you on our behalf and customs examination reports of each case. The bills in triplicate duly pre-receipted has to be submitted.

21. Non-delivery certificate/short landing certificate/shortage certificate of the customs or any other documents, if needed by us, shall have to be provided by your firm without any charge.
22. In the event of damages or any other discrepancy in the consignment found at the time of customs clearance, your firm will be required to arrange insurance survey by the insurance co., or their surveyor and also lodge claim with concerned authorities on our behalf under intimation to NEERI immediately.
23. Contractor shall arrange clearance of consignment from Customs within the stipulated free period allowed by Air Company/IAAI. Demurrage/warehouse charges shall not be paid for delay from your side for arranging consolidation and your firm will not raise any bill/claim. No demurrage charges will be paid in any circumstance.
24. Customs Duty shall be paid by the contractor on NEERI's behalf after giving appropriate Harmonization System (HS) code to the material Imported at the time of filing of the Bill of Entry . In case the HS code put in the Bill of Entry by the contractor is found to be incorrect / false and it is found that the material imported is fully Customs duty exempted then the Customs Duty reimbursed to the contractor by this Institute will be recovered from the contractor.
25. A clean copy of HAWB in original mentioning dimensions and weight of each packet of the consignment will be submitted by your firm along with the bills.
26. All our imports are customs duty free which are imported under **Notification No. 24/2007 dated 01/03/2007** against which duty exemption certificate will be provided by NEERI against each import for customs clearance purposes. On receipt of Cargo Arrival Notice from you, your firm will file Bill of Entry just after landing of the consignment under intimation to us for arranging duty exemption certificate. In case of any customs objection, the written communication will be sent to NEERI without any delay. In no case, Custom Duty shall be paid by you when Custom Duty Exemption Certificate is provided by NEERI and if the item imported is Customs Duty exempted.
27. Some of our consignments come under temporary Import. Hence, required assistance shall be arranged.
28. If any damages/pilferage/theft/shortage occurs during the transportation, loading and unloading under custody of your freight forwarder/your custody after taking delivery from IAAI, your firm will be responsible for the total losses and the same will be recovered from you. This will be as per IATA rules. In the event of damages/shortages/pilferage to the consignment, open delivery will be taken by us. If the same is found during the course of customs clearance the same must be got recorded on the Bill of Entry. Copy of which will be provided to NEERI by your firm.
29. The consignment should be delivered on door delivery-cum-Institution site basis within twenty four hours of its clearance from customs to us safely at NEERI Stores/ NEERI Zonal Labs/ NEERI Site as the case may be.
30. A Weekly Statement of consignment to be shipped and already under shipment/clearance should be invariable submitted

31. A copy of Purchase Order of NEERI placed to overseas Suppliers will be provided to you for making tie up with your principals to avoid any complications and delay.
32. Pre-alert of shipment should be sent to us well in advance at least 5 working days prior to landing of consignment and all documents required for clearance should be taken from NEERI in advance in each case.
33. After receiving the goods from principal Supplier/delivery of goods at FOB POINT, the goods must be shipped immediately by next available flight to avoid delay.
34. Your firm will not hold any consignment of NEERI due to any reason whatsoever whether contract is in force or not
35. Bidder should furnish a confirmation from the firm where earlier such contract have been successfully completed. Bidders who have not executed any contract satisfactorily, failed to execute any such contract or have poor track record shall not be considered. Misrepresentation or suppression of facts will lead to the cancellation of the bid/contract and forfeiting of EMD/ Performance Security Deposit as the case may be.
36. In the event of non availability of Invoice or other relevant papers and its collection from the Principal foreign firm and if the consignment incurs demurrage or penalty or detention the contractor shall be solely responsible for demurrage and same shall be deducted from the bills of the contractor.
37. The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the NEERI", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
38. Fraud and corruption: The NEERI requires that the *bidders* Service Providers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:
 - "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the NEERI, designed to establish bid prices at artificial, noncompetitive levels; and
 - "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
39. Service Tax as per Government rules as applicable will be paid. Income Tax as applicable as per Government rules will be deducted.
40. The NEERI will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;

41. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
42. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the NEERI, shall be written in English language only
43. Conditional tenders shall not be accepted
44. The Bidder shall furnish, as part of its bid, a bid security (BS) i.e. EMD for an amount as specified in the Invitation for Bids.
45. The bid security is required to protect the NEERI against the risk of Bidder's conduct, which would warrant the security's forfeiture.
46. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.
47. If the outer envelope is not sealed and marked as required above, the NEERI will assume no responsibility for the bid's misplacement or premature opening. In such cases, bids received in open condition within the due date and time will be accepted at the risk of the bidder if the same is presented to the Stores & Purchase Officer before expiry of the due date and time of opening of the bids.
48. Firms submitting bids in a single envelope against the requirement of two-bid system would be considered for further evaluation at the risk & responsibility of the bidder. However, the opened priced bid would be sealed immediately by the Tender Opening Committee without disclosing the price.
49. Bids must be received by the NEERI at the address specified in Invitation for bids not later than the time and date specified therein. In the event of the specified date for the submission of Bids being declared a holiday for the NEERI, the Bids will be received upto the appointed time on the next working day. Any bid received by the NEERI after the deadline for submission of bids prescribed by the NEERI will be rejected. Such tenders shall be marked as late and not considered for further evaluation. They shall not be opened at all and be returned to the bidders in their original envelope without opening
50. The NEERI will open all bids one at a time in the presence of Bidders' authorized representatives who choose to attend, as per the schedule given in invitation for bids. The Bidders' representatives who are present shall sign the quotation opening sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the NEERI, the Bids shall be opened at the appointed time and location on the next working day. In two-part bidding, the financial bid shall be opened only after technical evaluation.

51. The bidders' names, bid prices, discounts, and the presence or absence of requisite bid security and such other details as NEERI, at its discretion, may consider appropriate, will be announced at the opening of Technical Bids. No bid shall be rejected at bid opening, except for late bid(s).
52. Bids that are received late shall not be considered further for evaluation, irrespective of the circumstances.
53. Bidders interested in participating in the bid opening process, should depute their representatives along with an authority letter to be submitted to the NEERI at the time of bid opening.
54. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
55. Any effort by a Bidder to influence NEERI in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.
56. To assist in the examination, evaluation, comparison and post qualification of the bids, the NEERI may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the NEERI. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the NEERI shall not be considered.
57. The NEERI shall examine the bids to confirm that all documents and technical documentation as requested have been provided, and to determine the completeness of each document submitted.
58. The NEERI shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected. All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as unresponsive and ignored. The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:
 - (i) The Bid is unsigned.
 - (ii) The Bidder is not eligible and does not qualify the qualifying criteria .
 - (iii) The Bid validity is shorter than the required period.
 - (iv) Bidder has not agreed to give the required performance security.
 - (v) The tenderer has not agreed to some essential condition(s) incorporated in the tender enquiry.
59. Prior to the detailed evaluation, the NEERI will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions.
60. The NEERIs' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

61. If a bid is not substantially responsive, it will be rejected by the NEERI and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.
62. Provided that a bid is substantially responsive, the NEERI may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
63. The NEERI shall compare all substantially responsive bids to determine the lowest-evaluated bid.
64. No Bidder shall contact NEERI on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
65. Any effort by a Bidder to influence the NEERI in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.
66. The determination will take into account the Qualifying eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the NEERI deems necessary and appropriate.
67. There shall not be any negotiation normally. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply. Negotiations shall be held with the lowest evaluated responsive bidder. Counter offers tantamount to negotiations and shall be treated at par with negotiations in the case of one time purchases.
68. NEERI will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
69. The NEERI reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.
70. The successful bidder should submit Order acceptance within 15 days from the date of issue, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited
71. Within 21 days of receipt of the Order, the Service Provider shall furnish performance security
72. The proceeds of the performance security shall be payable to the NEERI as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.

73. The Performance security shall be in one of the following forms:
- (a) A Bank guarantee issued by a Nationalized/Scheduled bank located in India in the form provided in the bidding documents. Or
 - (b) A Banker's cheque or Account Payee demand draft in favour of the Director, NEERI, Nagpur
74. The NEERI may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or part
- (a) If the Service Provider fails to deliver satisfactory services within the period(s) specified in the contract, or within any extension thereof granted by the NEERI or
 - (b) If the Service Provider fails to perform any other obligation(s) under the Contract.
 - (c) If the Service Provider, in the judgment of the NEERI has engaged in corrupt or fraudulent or collusive or coercive practices as defined in Clause on Fraud or Corruption in competing for or in executing the Contract.
75. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Service Provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Service Provider. Such events may include, but not be limited to, acts of the NEERI in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
76. If a Force Majeure situation arises, the Service Provider shall promptly notify the NEERI in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the NEERI in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
77. The NEERI and the 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.
78. If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the NEERI or the 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 Services under the Contract.

79. The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

In case of Dispute or difference arising between the NEERI and a domestic 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, 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 Director General, Council of Scientific & Industrial Research and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

80. The venue of the arbitration shall be Nagpur

81. 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 NEERI shall pay the Service Provider any monies due the Service Provider.

82. The contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

83. The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction i.e. Nagpur.

84. Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX, e-mail or and confirmed in writing to the other party's address specified.

85. A notice shall be effective when delivered or on the notice's effective date, which ever is later.

86. No security deposit or advances including customs duty etc. at any stage will be paid or deposited by this Institute. 100% Customs Duty, if applicable has to be deposited by the Contractor/Service Provider in advance to the Customs Authority and subsequently raise bill for the reimbursement of the advance payment.

87. Conditional Clause in the quotation , if any , shall be subject to rejection of offer.

88. Any quotation with a condition for advance payment or security deposit towards payment of Customs Duty and Customs Clearance etc. shall be rejected.

89. Any quotation with a condition that "Service Provider/Contractor shall initially bear a certain amount upto a particular ceiling for making payment towards Customs Duty and Customs Clearance on behalf NEERI which will be subsequently get reimbursed from NEERI" shall be rejected.

90. Payment shall be made on bill basis. Bill should be raised in triplicate duly affixed with Rs. 1 Revenue Stamp along with all supporting documents. Separate bill shall be raised by the Contractor for (1) Custom Clearance Charges and (2) Custom Duty charges.
91. Director, NEERI reserves the right to reject the lowest tender or accept any tender or part thereof without assigning any reason.

Stores & Purchase Officer
NEERI, Nagpur

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Section -IV
Qualifying Criteria

S. N.	<u>CRITERIA</u>	YES/ NO
1	Holding valid license as Customs House Agent (CHA) at Mumbai Customs (copy enclosed at page No. _____)	
2	Holding valid IATA or FIATA Registration and Break Bulk Licence (copy enclosed at page No. _____)	
3	Submitted offer as per Annexure-A and signed and stamped copy of IATA Rates on the Letter Head is enclosed at page No. _____	
4	Agreed for direct dispatch goods after Customs clearance to Hqrs. and NEERI Zonal Labs. at Delhi, Mumbai, Kolkata, Chennai and Hyderabad on door delivery basis by Air / Road	
5	Agreed for demurrage free Customs clearance for all consignments	
6	Agreed for payment of Customs duty, Freight, other customs clearance charges etc. in respect of all consignments in advance on behalf of NEERI and subsequent raising of bills for reimbursement/payment from NEERI, Nagpur	
7	Having valid consolidation agreement with Freight Forwarders in the countries mentioned in the Section-I of the Tender Document (Documentary proofs enclosed from page No. _____ to _____)	
8	Agreed for submitting Performance Security of Rs. 50,000/- for a period of two years covering the contract period in the form of D.D./BG	
9	Agreed for all the terms & conditions the NEERI tender document	

Signature of Authorised signatory _____

Name of Authorised signatory _____

Mobile No. _____

Mobile No. _____

e-mail _____

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Section -V

CHECK LIST FOR SOME SPECIFIC TERMS & CONDITIONS (CLAUSES)

S. N.	<u>ITEM / CLAUSE</u>	YES/ NO	IF NO, PLEASE GIVE REASONS FOR DEVIATION
1.	Whether the quotation is sealed & super scribed as per the terms & conditions mentioned at Sr. No. 1.		
2.	Whether the bids are submitted on two parts basis i.e. "Technical Bid" and "Price Bid" separately as mentioned at Sr. No. 1 of the terms and conditions and rates have been quoted as per the format enclosed as Annexure-A		
3.	Whether copy of authorization letter(s) from principal/counterparts in favour of bidders is submitted.		
4.	Whether you have submitted the requisite amount of EMD as per clause No. (4) and you also agree with terms at Sr. No. 5,6,& 7.		
5.	Whether the copy of valid permanent custom license (CHA) at Mumbai Customs enclosed with your quotation.		
6.	Whether the list of names and complete address of the freight forwarders/associates with Tel/fax/email enclosed as per term at Sr. No. 13.		
7.	Whether you fully agree and accept as terms at Sr. No. 37 to 46		
8.	Experience of Freight Forwarding on consolidation basis and customs clearance especially at Mumbai Airport/Port		
9.	Whether an undertaking regarding no payment of warehouse / demurrage charges is enclosed		
10.	Complying all the terms & conditions of this tender		
11	Whether this check list has been duly signed & stamped?		

Signature of Authorised Signatory : _____
Name of Authorised Signatory : _____
Name of Firm with Stamp : _____

BID SECURITY FORM (Bank Guarantee format for EMD)

Whereas _____ (hereinafter called "the Bidder") has submitted its bid dated _____ (date of submission of bid) for the supply of _____ (Name and/or description of the goods) (hereinafter called "the Bid").

KNOW ALL PEOPLE by presents that WE _____ (name of bank) of _____ (Name of country), having our registered office at _____ (address of bank) (hereinafter called "the Bank"), are bound unto _____ (name of NEERI) (hereinafter called "the NEERI") in the sum of _____ for which payment well and truly to be made to the said NEERI, 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 Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid form, or
- 2) If the Bidder, having been notified of the acceptance of its bid by the NEERI during the period of bid validity:
 - (a) fails or refuses to execute the contract Form if, required or
 - (b) Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay the NEERI up to the above amount upon receipt of its first written demand, without the NEERI having to substantiate its demand, provided that in its demand the NEERI will note that the amount claimed by it is due to it, owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

Name of Bidder

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. datedto 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 and address of the Branch

