

सीएसआईआर-केन्द्रीय औषधीय एवं सगंध पौधा संस्थान  
पोस्ट ऑफिस सी-मैप  
पिकनिक स्पॉट रोड, लखनऊ- 226015, उत्तर प्रदेश, भारत

CSIR-CENTRAL INSTITUTE OF MEDICINAL & AROMATIC PLANTS  
POST OFFICE CIMAP  
PICNIC SPOT ROAD, LUCKNOW 22615, UTTAR PRADESH (BHARAT)

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GSTIN: 09AAATC2716R7Z7

**OPEN-TENDER**

File Ref No: CIMAP/PUR-432(01)/2022-25/CHA

दिनांक/Dated: 16.12.2022

**Sub- APPOINTMENT OF CUSTOMS HOUSE CLEARANCE (CHA) CUM-CONSOLIDATION AGENT FOR IMPORT / EXPORT SHIPMENTS THROUGH AIR & SEA AND INLAND TRANSPORTATION UPTO CSIR-CIMAP, LUCKNOW AND ITS RESEARCH CENTRES FOR A PERIOD OF THREE YEARS.**

Director CSIR-CIMAP invites **E-Tenders** from reputed firms in two-bid system for following service:

Sr . No.	Tender Description	Tender / Enquiry No.	EMD (in Rupees)
1	Appointment of Customs House Clearance-cum-Consolidation Agent for Import / Export shipment through Air & Sea and inland transportation up to CSIR-CIMAP locations.	CIMAP/PUR-432(01)/2022-25/CHA <b>e-Tender Id:</b> 2022_CSIR_138453_1	Nil (Bid securing declaration has to be submitted by all the participating Bidders as per attached format at Annexure-6).

Please Note-)

**Last date & Time for Submission of online tenders:** 09.01.2023 (3:00 P.M. IST)  
**Date/Time for opening of bids** 10.01.2023 (3:00 P.M. IST)

Director CSIR-CIMAP reserve the right to accept or reject any or all tenders either in part or in full without assigning any reason thereof.

ह० /Sd/-  
भंडार एवं क्रय अधिकारी/  
Stores & Purchase Officer

### CSIR-CIMAP at a glance

CSIR-Central Institute of Medicinal and Aromatic Plants (CSIR-CIMAP) is a premier multidisciplinary research institute of Council of Scientific and Industrial Research (CSIR), India with its major focus on exploiting the potential of medicinal and aromatic plants (MAPs) by cultivation, bioprospection, chemical characterization, extraction, and formulation of bioactive phytochemicals. With a strength of 100 scientists, 162 technical officers, 129 support staff and nearly 300 doctoral and post-doctoral scholars at its HQ in Lucknow and research centers at Bangalore, Hyderabad, Pantnagar, and Purara, with the following addresses-

CSIR-CIMAP Lucknow (as Hqrs)-

Address-

CSIR-Central Institute of Medicinal and Aromatic Plants  
Kukrail, Picnic Spot, Lucknow  
Pin-226015

Address:- CSIR-CIMAP Research Centre,  
Allalandra, GKVK Post  
Bangalore-560065

Address:- CSIR-CIMAP Research Centre,  
Post office Boduppal, Hyderabad - 500092,  
Andhra Pradesh India

Address:- P.O Dairy Farm, Nagla  
Pantnagar-263149  
Dist Uddam Nagar  
Uttarakhand India

Address:- CSIR-CIMAP Research Centre, Purara,  
PO Gagarigole Bageshwar-263642,  
Uttarakhand, India

# (Techno-Commercial Bid)

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## **INVITATION FOR THE BID**

**1.0** CSIR-Central Institute of Medicinal and Aromatic Plants (CIMAP), one of the premier laboratories of Council of Scientific and Industrial Research (CSIR), invites **E-Tender** in **two bid system: Part-1 (Techno-commercial Bid) and Part-2 (Price Bid)** for the job of “Appointment of Customs House Clearance-cum-Consolidation Agent for Import / Export shipment through Air & Sea” for a total period of **Three Years** subject to the annual review of the satisfactory performance by the Institute.

**1.1** The performance of the CHA shall be assessed annually and the continuation of contract shall depend upon its annual performance. The competent authority reserves the right to curtail/Terminate the contract at any time without citing any reason.

**1.2** There are approximate 30-40 cases of import/Export in CSIR-CIMAP annually. The cases May increase or decrease as per the requirement of the Institute.

### **Scope of work**

**2.0** The scope of the consolidation-cum-clearance contract is detailed below:

**2.1** Customs clearance of imported/exported consignments from international airports of New Delhi, Bangalore, Hyderabad, Mumbai and from various sea port (marine cargo) and filing of Bill of Entry (BoE) on behalf of CSIR-CIMAP and its research centers for imported/exported shipments. The scope involves all the stages of Custom clearance of the consignment without any penalty or demurrage charges.

**2.2** Clearance of precious, sensitive and delicate equipments, instruments and other special type of materials, including perishable chemicals, dangerous goods (DGR) and ODC shipments.

**2.3** Consolidation: On the basis of the instructions given in CSIR-CIMAP’s Purchase Orders, the agent shall contact the supplier abroad and regularly monitor progress, follow-up the orders and make advance arrangement to book the consignment promptly. They shall check with reference to relevant Purchase Orders and give requisite information particularly in regard to the following before dispatch: -

1. Weight and Dimension of consignment.
2. Marks & Number of Parcels/Cases
3. Purchase Order number
4. Mode of transport
5. Airport/Sea Port of Destination mentioned
6. Whether FOB/FCA, Ex-works, CIF/CIP, DAP/FOR etc. shipment
7. Over-dimensional and heavy packages needing special handling arrangements in India.

**2.4** Obtaining non-delivery certificate/short landing certificate in the case of materials are short delivered by airlines/marine authorities and lodging of claims with them immediately on behalf of CSIR-CIMAP.

**2.5** Arranging insurance and conducting its survey and assisting in filing the claim with the concerned authorities’ in case of damages to the consignments.

- 2.6 Any other job in connection with the clearance of goods from customs.
- 2.7 Clearance of post parcels from customs/foreign post office, & delivery to CSIR-CIMAP, Lucknow or to its research Centers destinations as the case may be.
- 2.8 Follow-up of cases of recovery of any excess customs duty paid.
- 2.9 It shall be ensured that consolidation of air cargo is done under the correct IATA classification.
- 2.10 Complete monitoring and supervision of the movement from the date of order/LC and regular feedback on the progress of shipment to CSIR-CIMAP, Lucknow (Head Quarter) in case the consignment is coming under consolidation. In case the pre-alert/advance shipping documents is not received before landing of the consignments the delay in clearance will be on the part of agent and the amount of penalty & demurrage will be recovered from their bill. **CSIR-CIMAP, Lucknow will not pay any Penalty or demurrage charges.**
- 2.11 To provide timely information (pre-alert) regarding dispatches and other relevant information to CSIR-CIMAP, Lucknow via authorized e-mail / fax (weight/ P.O. No./No. of packages/supplier etc./type of cargo (perishable/DGR).
- 2.12 To facilitate specialized packing (as required) of all kinds of materials as per the IATA/FIATA specification and international packing standards.
- 2.13 Clearance and transportation of special project materials voluminous and heavy packages, dangerous and hazardous materials including radioactive materials.
- 2.14 Prompt communication through telephone and authorized email etc. to ensure quick clearance.
- 2.15 Any other service needed regarding consolidation (as required) and custom clearing.
- 2.16 **Exports:** The contractor shall be required to process all the cases of export of equipments/instruments, wherever required, for repair/rectification/calibration etc. which shall have to be re-imported after performance of such job. All procedural formalities for these exports and re-import with customs/manufacturer's freight forwarder/consolidation agents, carrier etc. will be required to be done by the bidder.
- 2.18 The Bidder shall ensure that the trans-shipment of the cargo after break bulk is done to the correct destination to which it is booked. In the event of any cargo landing at wrong destination, the contractor shall take necessary steps for diversion with proper documents to the correct destination with minimum delay, in any case not exceeding a week's time. The contractor shall bear the diversion charges/demurrage charges and other charges, if any.
- 2.19 The CHA is required to make insurance for goods as and when required preferably through Govt. Agency and through open policy failing which any loss to consignment shall be recovered from CHA & PBG/Fidelity bond may be revoked. The insurance charges will be reimbursed as per actual receipt. Transit Insurance: From New Delhi Airport, Bangalore Airport, Hyderabad Airport, Mumbai Airport, ICD New Delhi to CSIR-CIMAP Stores, Lucknow or its scientific Research will be arranged by the CHA. The material should be insured to avoid any transit loss.
- 2.20 If material comes to any other Airport instead of Delhi, Bangalore, Hyderabad, Mumbai or any Seaport, the Clearance, Transportation, Insurance etc. should be get prior approved from CSIR-CIMAP, Lucknow(Head Quarter) before clearing the shipment. The prior approval should be obtained well within time.

**Check List for Techno-commercial and Price-Bids kindly submit the latest documents\***

S. No.	Check-points (please attached the documents as per the below serial in your Techno-commercial Bid/Part-1)	Yes/ No	Page No. of quote
1.	Whether the rates have been quoted as per the format given in Price Bid Schedule		
2.	Whether the attested copies of valid custom house license of the competent authority from the airport/marine (CHA) in the name of quoting firm applicable in Delhi, Bangalore, Hyderabad, Mumbai enclosed in your quotation?		
3.	Whether the copy of valid IATA accreditation or FIATA Membership certificate has been submitted?		
4.	Whether copy of ISO 9001 or recent quality system Certification enclosed?		
5.	Whether Undertaking on non blacklisting/business suspension by Govt./PSU/Govt. funded organization in Last three years(2019-20, 2020-21 & 2021-22)		
6.	Bid Securing Declaration (Non submission will lead in to the bid rejection)		
7.	Whether details of minimum Three similar contracts related to the scientific equipments /R&D consumables for freight forwarding and custom clearance work in the name of Bidding firm in the preceding three years (2019-20, 2020-21 & 2021-22) enclosed?		
8.	Whether Integrity and non clash of Interest undertaking attached		
9.	Whether the bidder has his own arrangement of warehousing, insurance, pickup and delivery by road within the country and also in foreign countries related to the import/export.		
10.	In case of bidders black-listing and pending legal issue in respect of any govt. department/PSU/CSIR labs/public funded autonomous bodies/ICAR/IIT/ICMR/DRDO, the bidder should inform it to CSIR-CIMAP, Lucknow (Head Quarter).		
11.	Whether, The bidders has provided their office/representative in Lucknow for collecting documents from CSIR-CIMAP, Lucknow & liaison work. Address & Phone Nos. of the representative/office		
12.	Local Content certificate		
13.	No Deviation Form from this NIT		
14.	13 points UNDERTAKING		
15.	Any other relevant information, if not covered as above		

\*Bidders may note that the information documents provided by them if found incorrect or mismatched at any stage, then the bid or the contract will be terminated and no communication will be entertained in the matter and deemed fit action will be initiated by the Institute. Alteration in the formats is not permissible.

\*\*Bidders are required to stamp and sign on each page of NIT document and upload the same with the required annexure.

### 3.0 Eligibility Criteria

- 3.0 Eligibility Criteria quotations of only those bidders who fulfill the eligibility criteria as mentioned below are to be considered and necessary documents in this regard must be uploaded in the e-tender containing technical bid/Part-1 failing which the offer is liable to be rejected.
- 3.1 The bidder should have valid consolidation & CHA licenses in their own name. Copies of documents evidencing this must be enclosed with technical bid. The bidder should have successfully executed at least three (3) similar contracts for freight forwarding and custom clearance work in the preceding three years (2019-20, 2020-21 & 2021-22) in any govt. department/PSU/CSIR labs/public funded autonomous bodies/ICAR/IIT/ICMR/DRDO in bidding firm name. Documentary evidences about satisfactory completion of the work certificates of the client (in respect of contracts ending in previous years) must also be enclosed with their complete mailing addresses and telephone numbers. The party should also have filed minimum 30 Bill of Entries as CHA agent in three years as mentioned above.
- 3.2 The bidder should be an IATA/FIATA accredited firm.
- 3.3 The bidder should be certified under recent quality system certification i.e. ISO
- 3.4 The bidder should have the facility for customs clearance at Delhi, Bangalore & Hyderabad, Mumbai for air & sea shipments and foreign post offices. The bidder should be registered with customs authorities.
- 3.5 Earnest Money Deposit (EMD): **Nil**.  
However, the bidder must submit the Bid Securing Declaration (BSD) as per attached format. Please note that non submission of BSD will result in the rejection of the concerned bid.
- 3.6 The bidder must have their own arrangements of warehousing, insurance, pick-up and delivery by road within the country and also in the exporting country. Details of these facilities in India (addressed) should be given for proper evaluation. Proper care must be taken while delivering/transporting the consignment to the destination.
- 3.7 The firm should give an undertaking that it has not been blacklisted/ business suspended for doing business by the govt. department/PSU/CSIR labs/public funded autonomous bodies/ICAR/IIT/ICMR/DRDO for performing the same type of services in the past or at present in last three years. Blacklisted/business suspended firm shall not be eligible to participate in the bidding. An undertaking to this effect must be submitted by the bidder.
- 3.8 In case of bidder's black-listing and pending legal issue in respect of any govt. department/PSU/CSIR labs/public funded autonomous bodies/ICAR/IIT/ICMR/DRDO, the bidder should inform it to CSIR-CIMAP, Lucknow (Head Quarter). If there is any pending legal issue, then CSIR- CIMAP, Lucknow reserves the right to accept/reject the tender of such bidder.
- 3.9 The bidders should have their office/representative in Lucknow for collecting documents from CSIR-CIMAP, Lucknow & liaison work. Address & Phone Nos.of the representative/office should be clearly mentioned.

#### 4.0 Submission of Bids

- 4.1 The E-Tender has to be submitted in two-bid system consisting of two parts. ***Part –1 of the bid comprising documents in support of “eligibility criteria”, “technical bid”, and check list and part – 2 “financial bid”.***
- 4.2 The “Technical Bid” (Part-1) of E-Tender will be opened by CSIR-CIMAP, Lucknow on the given dates. Financial Bid (Part-2) of successful technically qualified firms will be opened after informing to the qualified bidders through CPP Portal of NIC.
- 4.3 ***The Government of India provisions regarding MSEs, preference policy etc. will be applicable in this tender. Bidder must clearly highlight in their bid if they are claiming any benefit/relaxation on account of any of these provisions. Relevant Certificates to claim the benefits/relaxation must be submitted with the technical bids. Registration Certificates should indicate the item/services tendered indicating terminal validity date of their registration. Invalid / Incomplete / Irrelevant certificates will lead to cancellation of any associated benefits/relaxation and may lead to disqualification.***
- 4.4 ***Bidders should note that during evaluation of their bids, the Institute can seek clarification/documents from them pertaining to this tender. However, in such cases only Historical Documents i.e. those documents/content which existed before of this NIT.***
- 4.5 The Director, CSIR- CIMAP, Lucknow reserves the right to waive any minor irregularities; accept the whole, accept part of or reject any or all bids.

## 5. Contractual obligations

- 5.1 The following obligations are within the scope of services to be provided by the successful CHA:-
- (i) Import can be required from any country and export can be made to any country. Therefore the IATA rates and discounts shall be applicable in all the cases undertaken by the contractor.
  - (ii) The CHA will be responsible for the safety of the cargo in all circumstances and handling complete and proper paper whether it may be for import or export of consignment. In the events of non availability of invoice or other relevant paper, if consignments incur demurrage or penalty, the bidder shall be solely responsible.
  - (iii) Pre-shipment advises must be intimated well in advance (72 hours prior to shipment). Fortnightly statement during the next week through fax / e-mail should be submitted invariably to CSIR-CIMAP, Lucknow. The consignments should be shipped in the first available console of the airline to respective Airport as the case may be.
  - (iv) The CHA will pay all the charges of import including customs duty up to Rupees One Lakh per consignment (shipment), airfreight/sea-freight charges, clearing charges and transportation charges etc. The amount shall be reimbursed to the contractor after receipt of the consignment in CSIR-CIMAP, Lucknow Stores or at its Destinations as the case may be, and the receipt of pre-receipted bill in duplicate addressed to Director CSIR-CIMAP, Lucknow along with the relevant/original receipts/ documents as a proof for which payment is charged .e.g. MAWB/HAWB, BoE citing customs duty amount etc.
  - (v) The payment of airfreight, customs duty and transportation charges will not be made if the consignments are in damaged condition both externally or internally. However, the payment will be released after the amount is recouped from the insurance company. CSIR-CIMAP, Lucknow will not bear/pay any demurrage charge on account of any delay in clearance attributable to clearing agent or their freight forwarder.
  - (vi) In case a perishable consignment is damaged due to insufficient dry ice during clearance, bidder shall be held responsible for the complete loss. Agent should ensure for replenishment of Dry Ice.
  - (vii) The packing should be as per international standard. Recoupment of any kind of loss or damage to the consignment from foreign airport to our warehouse will be Agents responsibility. However, necessary documents on this account (to be prepared by Agent) will be signed by us in the capacity of consignee/importer.
  - (viii) The weight for the purpose of clearance from airport will be the “Gross weight” of the Consignment mentioned in the Invoice / MAWB.
  - (ix) The CHA shall be required to examine carefully all packages marked for customs examination of each consignments arrived at the airport with respective invoices/packing list etc. Any damage or loss of goods should be brought to the notice of CSIR-CIMAP, Lucknow Immediately. In case any short landing cargo is noticed the agent shall be required to file “not traceable ,,“or “not found ,,“ notice with the airport authorities and obtain not traceable certificate and also lodge formal claim on airport authority/concerned airlines with all necessary documents under intimation to CSIR- CIMAP, Lucknow.
  - (x) **Performance Bank Guarantee (PBG):** The successful CHA will have to submit a performance bank guarantee for **Rs.1, 00,000.00 (Rupees One Lakh only)** as per the format given from a Scheduled Commercial bank as security, which should be valid for at-least 38 Months (Three years of contract + Two months) from the date of contract and extension for extended period + two months. The Bank Guarantee will be refunded / returned after completion of 38 Months subject to fulfillment of contractual obligation & No dues to CSIR- CIMAP, Lucknow from the service provider. No interest would be paid on Bank

Guarantee. Director, CSIR-CIMAP will have the discretion to invoke full or partial payment from the Bank against this PBG for any breach of contract.

- (xi) **Fidelity Bond:** The successful CHA shall handle sophisticated and valuable consignment, hence the successful bidder shall have to furnish a Fidelity Guarantee Bond for an amount of **Rs. 5.00 Lakh (Rupees Five Lakhs only)** in favor of Director, CSIR-CIMAP, Lucknow to safeguard the interest of Institute, in the event of any loss to CSIR- CIMAP due to any act of omission and commission by the successful bidder for the contract period and extension period, if any. The format of the Fidelity bond shall be provided by CSIR-CIMAP to the successful bidder after the award of the contract.
- (xii) **Ex-works shipments:** In case the foreign supplier agrees to supply the goods on ex-works basis only, the consignments shall be lifted by the CHA from the foreign suppliers' warehouse for onward shipment to CSIR-CIMAP stores, Lucknow or to its Research Centers via Airport (New Delhi, Hyderabad, Bangalore, and Mumbai) or any Sea port.
- (xiii) All the FOB/CIF/CIP other consigned shipments will also be cleared and transported to CSIR-CIMAP, Destinations by CHA. DO charges, Airport authority Charges, CMC charges & other Govt. Levies shall be payable on actual basis subject to production of supporting original receipts. All the perishable shipment(s) may be transported immediately and non-perishable shipment(s) should also be transported immediately but within seven working days from the date of clearance.
- (xiv) Bank Release Order (BRO) for consignments against irrevocable letter of credit will be delivered only after its receipt from the bank. Custom clearance should be initiated without waiting for bank release order.
- (xv) Even in the case of any dispute, the consignments shall be cleared by the agent and should be immediately handed over to CSIR-CIMAP, Lucknow or at its Research Centers, pending the settlement thereof. Loss of any kind on this ground will be borne by the CHA.
- (xvi) The CHA must furnish names and address of all associates located in different countries along with their telephone, fax and e-mail numbers of the contact persons.
- (xvii) The CHA must intimate CSIR-CIMAP well in advance (72 hour pre-alert advices), before the date of arrival of the consignments at any Airport, with the house airway bill (HAWB) and master airway bill (MAWB) numbers or Bill of lading, and collect all documents required for clearance from CSIR-CIMAP, Lucknow. The CHA shall be held responsible for any delay in customs clearance, not completed within the free period. The demurrage charges due to bidder negligence will be recovered from them. Similarly the bidder shall have to make good to CSIR-CIMAP, Lucknow any loss incurred due to negligence or failure on their part to take prompt action in finalization of B/E and clearance of consignment.
- (xviii) The CHA may be required to carry out or arrange to carry out the inspection of the ordered material at the country/port of shipment or suppliers premises on behalf of CSIR- CIMAP, Lucknow, if required in certain cases.
- (xix) The CHA will ensure that correct nomenclature and the HS (harmonized System of Nomenclature) classification as per extant ITC/customs notification is mentioned in the bill of entry. The correct product code (HSN) may be verified and duty free items as per customs tariff Act should be cleared without duty. **CSIR-CIMAP is eligible for concessional customs duty (vide customs notification No. 51/96)**. If at any stage, it is detected that HSN code is wrong, custom duty paid against the wrong code will be recovered from the Clearing Agent.

## **6.0 Efficiency and performance:**

6.1 CHA will be judged by CSIR-CIMAP, Lucknow on following aspects.

- (a) Custom clearance without demurrage charges and safe delivery to CSIR-CIMAP, Lucknow or at its Research Centers as the case may be.

- (b) Coordinating with customs, carrier and obtaining cargo arrival notice within 48 hrs landing at New Delhi airport, Bangalore Airport, Hyderabad Airport, Mumbai Airport and forwarding the same to CSIR-CIMAP Lucknow (Head Quarter).
- (c) After collection of documents from CSIR-CIMAP, Lucknow performing customs clearance of the consignment within free period and delivery to CSIR- CSIR-CIMAP, Lucknow or at its Research Centers as the case may be within 07 days of arrival at the international airport, failing which Liquidated damage exceeding 7 DAYS of Rs. 500/- per day subject to maximum of Rs. 5,000/- will be applicable and deducted from their bills. Perishable consignment should be immediately delivered with proper dry ice and packing arrangement.
- d) In case of excess payment or advance due to any reason, will be recovered from the dues or will be refunded by the CHA without any delay/remarks.
- e) The insurance for CIP/CIF consignment will be from warehouse to warehouse basis to be done by the supplier. However where required from New Delhi to CSIR- CSIR-CIMAP, Lucknow or at its Research Centers as the case may be, shall be arranged by CHA and claim the reimbursement.

## 7.0 General Conditions of Contract

7.1 **Definitions:** In this Contract, the following terms shall be interpreted as indicated:

- 7.1.1 “Services” means consolidation of consignments of import/ export shipments through air, sea, courier and foreign post office and customs clearance covered under the Contract;
- 7.1.2 “CHA” means Custom House Agent who is the bidder or Service provider in this case
- 7.1.3 “GCC” mean the General Conditions of Contract contained in this section.
- 7.1.4 “The Purchaser” shall mean the Director, on behalf of CSIR-CIMAP, Lucknow
- 7.1.5 “The Contractor” means the individual or firm performing the above “Services” under this Contract.
- 7.1.6 “Day” means calendar day.
- 7.1.7 “INCOTERMS 2020” shall mean International Commercial Terms as published by ICC from time to time, the latest being the one published in 2020 AD. All commercial terms such as Ex-works/FOB/FCA/CIF/CIP, etc. shall be governed by INCOTERMS 2020 publication of the ICC or the latest INCOTERMS.

7.2 **Application:** These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

7.3 **Submission of the bids:** All bids complete in every respect must be submitted through E-Tender.

No extension shall be allowed for any reason what so ever.

**Note: The firms blacklisted/suspended for doing business with CSIR/any Govt/PSU/Autonomous body for the said service need not to participate in the bidding. If the same is detected at any stage the contract will be terminated and security deposited by the firm will be forfeited.**

7.4 **Performance Security:** Within 21 days of receipt of the notification of contract award/purchase order, the Contractor shall furnish performance security for the amount specified in para 7.1 (x) of the contract. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract. The Performance Security shall be submitted in the form of Bank Guarantee issued by a Scheduled Commercial bank located in India on the format provided in the bidding documents. The performance security will be returned to the Supplier not later than 60 days following the date of completion of the Supplier’s performance obligations, including any warranty obligations, unless specified otherwise in the contract. In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

7.5 **Transportation:** Where the contractor is required under the Contract to transport the Goods to a specified place of destination within India defined as Stores, transport to such place of destination in India, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

7.6 **Payment:** The contractor’s request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Services performed, and by documents, submitted and upon fulfillment of other obligations stipulated in the contract.

Payments shall be made promptly to the contractor normally within thirty (30) days after submission of the invoice or claim by the contractor. Payment shall be made to the supplier in Indian currency (INR) through RTGS subject to submission of required relevant documents/receipts. Banking details should be available on the Invoice.

- 7.7 **Prices:** Prices charged by the CHA for Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid. If found at any stage, the excess amount claimed will be refunded immediately.
- 7.8 **Contract Amendments:** No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 7.9 **Assignment:** The contractor shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.
- 7.10 **Force Majeure:** The contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier/Agent shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier/Agent 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.
- 7.11 **Termination for Insolvency:** The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.
- 7.12 **Govt. Levies:** Taxes will be payable extra as per Govt. notifications on proof of payment/bill.
- 7.13 Director CSIR-CIMAP reserves the right to terminate contract any time, at any stage without assigning any reasons.
- 7.14 If the services of the CHA are not found suitable due to timely execution or inability to make payment of Custom Duty etc. in advance to Customs, transportation, insurance and IAAI charges etc., the action for termination of contract/holiday listing/suspension/black listing may be initiated by Competent Authority.
- 7.15 **Dispute settlement:** The Purchaser and the Supplier/Contractor 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. If, after Thirty-One (31) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier/Contractor 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 under the Contract.  
The dispute settlement mechanism/arbitration proceedings shall be concluded as under:
- (A)- In case of Dispute or difference arising between the Purchaser and a supplier/contractor 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.

Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the contract unless they otherwise agree.

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

7.17 **Applicable Law:** 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.

7.18 **Notices:** Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or e-mail and confirmed in writing to the other party's address. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

8.16 All disputes shall be settled in the courts of Lucknow jurisdiction only.

(Stores & Purchase Officer)



## Financial Online bid Forms (Price Bid/Part-2)

**(On the Letter Head of the firm submitting the Online bid Document) (to be submitted separately mentioning the details on it)**

The Director  
Central Institute of Medicinal & Aromatic Plants,  
P.O.CIMAP, DISTT: LUCKNOW,  
PIN - 226015, UP, Bharat

**e-tender Reference No:**

**File reference No: CIMAP/PUR/2022-25/CHA.**

**Subject: Price Online bid for appointment of CHA.**

Sir,

Having examined the online bidding documents and having submitted the technical online bid for the same, we, the undersigned, hereby submit the Financial Online bid for undertaking the CHA related services as per the schedule of requirements and in conformity with the said online bidding documents.

We hereby offer the prices and rates mentioned in the Financial Online bid in INR as per the given formats.

We do hereby undertake that, in the event of acceptance of our online bid, we shall perform all the CHA related services as per this NIT

We enclose herewith the complete Financial Online bid in the prescribed e-tender format as per your requirement in accordance with provisions contained

We agree to offer the rate validity for a period of **One Hundred Eighty (180)** days from the date fixed for opening of the online bid documents and that we shall remain bound by a communication of acceptance within that time. We have carefully read and understood the terms and condition of the online bid document and we do hereby undertake to provide the required services as per these terms and conditions. There is no Financial Deviation from financial terms and conditions.

We do hereby undertake, that until a formal work order is prepared and executed, this online bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.

1. bidder's Legal Name <i>[insert bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. bidder's Year of Registration: <i>[insert bidder's year of registration]</i>
5. bidder's Legal Address in Country of Registration: <i>[insert bidder's legal address in country of registration]</i>

All corrections/deletions should invariably be duly attested by the person authorized to sign the online bid document).

Dated this day of \_\_\_\_\_ Signature of bidder

Details of enclosures

Full Address:  
Telephone No.  
Telegraphic Address:  
E-mail:

COMPANY SEAL

## Price-bid Format, Filling instructions & Evaluation criteria

(Commercial/Price Bid evaluation process)

Charges which are normally being claimed and rates which are sought by the CHA are classified in following Four groups (A, B, C & D) for the purpose of comparisons and financial evaluation of the price bids of technically qualified bidders. Each Bidder, depending upon his quoted rates will be given marks from 0-100 for each group. Finally different weightages (as mentioned below) will be given to the marks in each group to calculate the Total Score of each Bidder;

Marks obtained in the Group	Weightages
A	30
B	35
C	30
D	5

Following Formula will be used to arrive at Total Score of a Bidder;

$$\text{Total Score} = \frac{30(A) + 35(B) + 30(C) + 5(D)}{100} \quad \{ \text{where A,B,C,D are marks obtained in respective group} \}$$

Bidder with highest Total Score shall be emerged as financially qualified and tender will be awarded to in his favour.

NOTE:- Discounts/Concessions subject to any conditions mentioned by the bidder will lead to rejection of his bid.

**GROUP-A**

Discounted Rates of IATA Airfreight for Forwarding Cases

<p>Discount Offered on Standard IATA Rates (A single flat discount for each category to be offered irrespective of weight slabs)</p> <p>(1)For Forwarding Cases(All types of consignment except DGR/Perishable): _____%</p> <p>(2).For Forwarding cases of DGR/Hazardous/Perishable Consignment): _____%</p> <p>(Please quote discount in words and figures)</p> <p>NOTE 1 :( A certified COPY OF TACT BOOK FOR IATA RATES WILL BE REQUIRED TO BE SUBMITTED with the tender. As soon as any change is happen in IATA rates the revised IATA Tact book may be furnished by the bidder immediately).</p> <p>[Most of our shipments shall be on FCA/FOB INCOTERMS®2020 or latest basis. No charges of foreign country will be paid except discounted airfreight. Bidders should quote discount after considering all types of their charges in foreign country absorbing also Fuel &amp; War Security Surcharges &amp; other charges etc.</p> <p>If there is any shipment on Ex-works basis, all charges in shipper Country from factory to/at international port of dispatch will be paid on Actual basis for which the contractor should inform in advance to the CSIR-CIMAP for getting the approval of competent authority for such charges. Discounted air freight will be payable only in such cases like in FOB/FCA consignment cases.</p>	<p style="text-align: center;"><b>Criteria for calculating Marks</b></p> <p>(1)0.9 mark will be given for every 1 percent of Discount offered on IATA Rates.</p> <p>(2)0.1 mark will be given for every 1percent of Discount offered in IATA Rates.</p>
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GROUP-B

Rates for Agency Commission Including all clearance related charges (i.e. Documentation fee, Bill of Entry (BoE) Filing Charges, and other charges etc.) at Indian Airport-

Following categories of charges are included in this Group;

- A. Payable charges if shipment is in bidder's console
- B. Payable charges if shipment arrives through other console

Rates to be quoted for following categories of charges:

Rate Quoted by the Firm

- A. Payable charges if shipment is in bidder's console-Nil

(Except Inland Insurance charges (from Indian Airport to CIMAP) and Indian Airport related statutory charges. Dry Ice replenishment charges @Rs.80.00 per Kg for perishable consignment. Such charges will be payable subject to production of original receipt)

(While quoting discount on IATA air freight rates, the bidder must absorb the charges related to Agency Commission, C.C. Fee & DO Charges, Other clearance related charges, loading-unloading at Indian airport and in CIMAP Lucknow etc.)

- B. Payable charges if shipment arrives through other console:-

- a. Agency Commission (including all clearance related charges(i.e. **documentation fee, bill of entry filing charges, and other charges etc.** loading unloading or any movement related charges at airport and/or CIMAP/Destinations) except charges mentioned below in B.b.)-

- b. **Dry Ice Filing Charges**-Shall be paid Rs.80/Kg subject to valid receipt.

(Delivery Order Charges, Airport Authority Charges, CMC charges & other Govt levies etc. shall be paid on actual basis subject to production original receipt)

**Agency Commission charges (maximum)=Rs. 8000.00**  
**Bidder's Quoted discount%** \_\_\_\_\_

(Since clearance can't be-NIL-, therefore bidding Nil/free or zero value will lead to unresponsiveness of the tender.)

**Criteria for calculation marks:-**

B (a). Marks Obtained by Bidder =100X  
(Highest quoted rate in the received tenders-  
Rates quoted by the Bidder)/(Highest quoted  
rate in the received tenders-Lowest quoted  
rates in the tenders)

**Formula is: Marks obtained for B(a) here=**

$$100 \times \frac{(HQ-BQ)}{(HQ-LQ)}$$

**Where:-**

**Highest quoted rate in the received tenders=HQ**  
**Rates quoted by the Bidder =BQP**  
**Lowest quoted rates in the tenders =LQP**

**GROUP-C**

**TRANSPORTATION CHARGES FROM CLEARANCE AIRPORT TO THE CAMPUS AT CIMAP LUCKNOW(UTTAR P RADESH), PANTNAGAR (UTTRAKHAND), HYDERABAD (TELANGANA), BENGALURU (KARNATAKA)**

Rate are to be quoted for following three consignment categories;

1. Minimum transportation Charges..... (to be quoted by bidders in INR) (Restricted to maximum **Rs. 3000.00** per consignment)
2. Per Kg Transportation Charges.....(to be quoted by bidders in INR)
3. Maximum (Dedicated Full truck load i.e. TATA 407 or equivalent) Transportation Charges.....(to be quoted by bidders in INR) (Restricted to **Rs. 25000.00 per truck**)

**NOTE:**

1. Bidders must quote per Kg charges in this section absorbing charges related to unloading /loading,
2. It is made clear that minimum / maximum transportation charges clause will prevail over per KG rate at the time of bill claim.
3. Since transportation charges for each category can't be-NIL-, therefore bidding nil/free or zero value will lead to unresponsiveness of the tender.
4. It is also informed that the tentative import shipments for our CSIR-CIMAP Lucknow campus and its research centers are as below-
  - a. 80% of our import shipment comes to CIMAP LUCKNOW
  - b. 10%of our import shipment comes to CIMAP RESEARCH CENTRE BENGALURU.
  - c. 5% of our import shipment comes to CIMAP RESEARCH CENTRE PANTNAGAR and PURARA (Uttarakhand).

(Bidders are requested to quote their bid according to the above)

**Criteria for calculating Marks Obtained in each this group-**

- C1. Marks Obtained =  $30 * \frac{(HQP-BOP)}{(HQP-LQP)}$
- C2. Marks Obtained =  $55 * \frac{(HQP-BOP)}{(HQP-LQP)}$
- C3. Marks Obtained =  $15 * \frac{(HQP-BOP)}{(HQP-LQP)}$

Where:

- Highest quoted rate in the received tenders =HQP  
Rates quoted by the Bidder =BQP  
Lowest quoted rates in the tenders =LQP

$$C = C1 + C2 + C3$$

**GROUP-D**

**INSURANCE CHARGES FROM ABROAD/AIRPORT TO THE CAMPUS AT LUCKNOW  
(UTTAR PRADESH) / PANT NAGAR &  
PURARA (UTTRAKHAND) / HYDERABAD (TELANGANA) / BENGALURU(KARNATAKA)**

<p>A. Insurance Charges including all risk cover for inland transit=_____ % of CIP value of INR as per BOE.</p> <p>1. Maximum value for insurance rate at “A” is 0.5% of the CIP value. Quoting above the value will lead to disqualification of the bidder.</p> <p>2. Since Insurance charges can’t be –NIL, therefore bidding Nil or Zero value will lead to unresponsiveness of the tender.</p> <p>3. After award to successful bidder, their bills/claim shall not be admitted without insurance declaration/policy.</p>	<p>Criteria for calculating Marks Obtained in each this group-</p> <p>D. Marks Obtained = <math>100 \times \frac{(HQP-BQP)}{(HQP-LQP)}</math></p> <p>Where: Highest quoted rate in the received tenders =HQP Rates quoted by the bidder =BQP Lowest quoted rates in the tenders =LQP</p>
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SIGNATURE OF AUTHORISED PERSON WITH THE SEAL OF FIRM

(On the firm's Letter head)

File reference No: CIMAP/PUR/2022-25/CHA.

Subject: Price Online bid for appointment of CHA for CSIR-CIMAP

We, M/s \_\_\_\_\_ are interested in participating your NIT Ref. Further, We here by confirm that We have submitted our rates as per the format given in the price bid (Part-2) for Group A and Group-B in percentage discounts.

Name & Signature of the bidder:

Date:

Stamp/seal of the bidder

(On the firm's Letter head)

File reference No: CIMAP/PUR/2022-25/CHA.

Subject: Price Online bid for appointment of CHA for CSIR-CIMAP

We, M/s \_\_\_\_\_ hereby submitting the attested copies of valid Custom House License issued by the Competent Authority from the airport/marine (CHA) in the name of quoting firm applicable in Delhi, Bangalore, Hyderabad, Mumbai is enclosed

Name & Signature of the bidder:

Date:

Stamp/seal of the bidder

(On the firm's Letter head)

File reference No: CIMAP/PUR/2022-25/CHA.

Subject: Price Online bid for appointment of CHA for CSIR-CIMAP

We, M/s \_\_\_\_\_ hereby submit the attested copy of valid IATA accreditation or FIATA Membership certificate.

Name & Signature of the bidder:

Date:

Stamp /seal of the bidder

Annexure-4

(On the firm's Letter head)

File reference No: CIMAP/PUR/2022-25/CHA.

Subject: Price Online bid for appointment of CHA for CSIR-CIMAP

We, M/s \_\_\_\_\_ hereby enclosing the attested copy of ISO 9001 or recent quality system certificate

Name & Signature of the bidder:

Date:

Stamp/seal of the bidder

Annexure-5

(On the firm's Letter head)

File reference No: CIMAP/PUR/2022-25/CHA.

Subject: Price Online bid for appointment of CHA for CSIR-CIMAP

We, M/s \_\_\_\_\_ hereby give the undertaking that we have not been blacklisted nor our business is suspended by Govt./CSIR Lab or Instts./PSU/Govt. funded organization in Last three years(2019-20, 2020-21 & 2021-22).

Name & Signature of the bidder:

Date:

Stamp/seal of the bidder

(On the firm's Letter head)

Bid-Securing Declaration Form

File reference No: CIMAP/PUR/2022-25/CHA.

Subject: Price Online bid for appointment of CHA for CSIR-CIMAP

To  
The Director,  
CSIR-CIMAP,  
Picnic Spot Road  
Lucknow- 226015

Sir,

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

- a) 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
- b) have 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)

(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- Please refer to the concerned clause of NIT)

Name & Signature of the bidder:

Date:

Stamp/ seal of the bidder

(On the firm's Letter head)

File reference No: CIMAP/PUR/2022-25/CHA.

Subject: Price Online bid for appointment of CHA for CSIR-CIMAP

We, M/s \_\_\_\_\_ hereby provide the details of the similar nature contracts executed by Us related to the import/export of Scientific/R&D consumables for freight forwarding, custom clearance work in our name for the three years (2019-20, 2020-21 & 2021-22) as under-

S.N.	Name of the Govt./CSIR labs & Instts./PSU/Govt. funded organization	Contact Person (e-mail/mobile)	Number of Similar nature contracts executed	Remarks, if any
2019-20				
2020-21				
2021-22				

Please Note: Above rows can be increased as per the requirement.

The related work order attested copies are attached for ready reference.

Name & Signature of the bidder:

Date:

Stamp/seal of the bidder

(On the firm's Letter head)

File reference No: CIMAP/PUR/2022-25/CHA.

Subject: Price Online bid for appointment of CHA for CSIR-CIMAP

We, M/s \_\_\_\_\_ hereby undertake that We shall be observing the Code of Integrity, honesty, transparency and without any clash of Interest for this tender.

Name & Signature of the bidder:

Date:

Stamp/seal of the bidder

(On the firm's Letter head)

File reference No: CIMAP/PUR/2022-25/CHA.

Subject: Price Online bid for appointment of CHA for CSIR-CIMAP

WE, M/s \_\_\_\_\_ give hereby an undertaking that WE have own arrangement of warehousing, insurance, pickup and delivery by road within the country and also in foreign countries related to the import/export.

Name & Signature of the bidder:

Date:

Stamp/seal of the bidder

(On the firm's Letter head)

File reference No: CIMAP/PUR/2022-25/CHA.

Subject: Price Online bid for appointment of CHA for CSIR-CIMAP

WE, M/s \_\_\_\_\_ hereby declare that In case of bidders black-listing and pending legal issue in respect of any govt. department/PSU/CSIR labs/public funded autonomous bodies/ICAR/IIT/ICMR/DRDO, WE shall inform it to CSIR-CIMAP, Lucknow (Head Quarter).It is up to Competent Authority to take deemed fit action in the matter. WE will not object to his/her decision in the matter.

Name & Signature of the bidder:

Date:

Stamp/seal of the bidder

Annexure-11

(On the firm's Letter head)

WE, M/s \_\_\_\_\_ hereby declare that WE have proper arrangement of office/representative in Lucknow for collecting documents from CSIR-CIMAP, Lucknow for liaison the working. The details are provided in attached sheet.

Name & Signature of the bidder:

Date:

Stamp/seal of the bidder

(On the firm's Letter head)

**Local Content Certificate**

File reference No: CIMAP/PUR/2022-25/CHA.

Subject: Price Online bid for appointment of CHA for CSIR-CIMAP

No:

Date:

Sub:- Local Content Certificate

Ref:- (i) Order. P-45021/2/2017 PP (BE-II) dated 04.06.2020 of DPIIT, Ministry of Commerce and Industry, Govt. of India.

(ii) CSIR-CIMAP NIT Ref No..... Date.....

(iii) Bid Ref No. (E-tender ID)..... Date.....

Sir,

This is to certify that the bidder M/s.....as supplier is declaring here by the percent of local content in our quoted Services as per CSIR-CIMAP NIT requirement as under:-

'Local content' means the amount of value added in India which shall be as, It has been prescribed by the Nodal Ministry/ has not been prescribed by the Nodal Ministry'\* for our quoted item, be the total value of the items has to be procured as per this NIT (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

I/ we M/s.....as 'Class-I local supplier/ Class-II local supplier/ Non- local supplier' \*\* hereby declare that our offered quoted Services i.e., Custom House Agent and transportation of consignments to the CSIR-CIMAP destination as referred in this CSIR-CIMAP NIT No.....date..... having local content 'equal to or more than 50% (or percent as prescribed by respective nodal ministry for Class-I local supplier)/ more than 20% but less than 50% (or percent as prescribed by respective nodal ministry for Class-II local supplier)/ less than 20% (or percent as prescribed by respective nodal ministry for Non- local supplier)' \*\*\* of the total value of the Services to be procured as per aforesaid NIT & prescribed in Order. P-45021/2/2017 PP (BE-II) dated 04.06.2020 of DPIIT, Ministry of Commerce and Industry, Govt. of India.

Following are the details of the location(s) at which the local value addition is made-

1.....

2.....

I hereby undertake that the content of the certificate is true in all respect.

Name & Signature of the bidder:

Date:

Stamp/seal of the bidder

**STATEMENT OF NIT DEVIATIONS**

WE, certify that there is no deviation in our BID submitted against your NIT document and we will abide by the same.

OR\*\*(strike off which is not relevant)

Following are the NIT deviations and variation(s) from the exceptions to the specifications and documents for the online bid document. These deviation(s) and variation(s) are exhaustive.  
Except these deviation(s) and variation(s), the entire work shall be performed as per your specifications and documents.

Sl No.	Section No.	Clause No.	Statement of Deviations / Variations

Name & Signature of the bidder:

Date:

Stamp/seal of the bidder

**Undertaking to be submitted by the bidder**  
**(On the Letter head of the firm)**

1. We agree that the consignments after clearance from airport will directly be delivered to the premises of Stores at CSIR-CIMAP, Lucknow or its Research Centers at SRC Bangalore, Karnataka, SRC Hyderabad, Andhra Pradesh, SRC Pant Nagar, Utrakhand and SRC Purara, Utrakhand within 7 days of clearance. In case of perishable item, it will be delivered within minimum time necessary with temperature control arrangements.
2. We agree to pay the customs duty for all consignments upto Rs. 1.00 lakh at the time of clearance from airport. We shall submit bill along with the paid challan for reimbursement of customs duty paid.
3. We agree that we shall not claim any penalty & demurrage charge, if paid by us at the time of clearance, for the shipments arranged by us.
4. We agree that the house airway bill number and date and master airway bill number and date will be intimated to the importer at least three days prior to, arrival at the New Delhi airport, Bangalore Airport or Hyderabad Airport, Mumbai Airport as the case may be, for the purpose of insurance coverage of the consignment, if import is under your console.
5. 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 the clearing charge bills, duly certified by the CHA.
6. 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. We further agree to provide a copy of the IATA TACT Rate list to CSIR-CIMAP, Lucknow at every renewal of the same.
7. We agree to accept the RBI exchange rate/SBI TT selling rate/Customs notified exchange rate as given on B/E on the date of arrival at India for the purpose of calculation of airfreight charges on Gross Weight.
8. In case the cargo is received in shortage/damaged condition/short landing cargo, no payment shall be made to the CHA till CSIR-CIMAP, Lucknow receives the insurance claim. In such cases we shall file shortage/damage/not found/not traceable notice with airport authorities and obtain necessary certificate from the airline and lodge necessary claim with the concerned authorities under intimation to CSIR-CIMAP, Lucknow. During inland transportation any loss/damage shall be the sole responsibility of ours. In that case we have to provide loss/damage certificate immediately.
9. As we shall handle sophisticated and valuable consignments, we shall furnish a PBG of Rs. 1.00 Lakh and Fidelity Bond of Rs.05.00 lakhs in favor of Director, CSIR-CIMAP, Lucknow valid till contract period + 60 days as per the format prescribed to safeguard the interest of CSIR-CIMAP, Lucknow in the event of any loss to CSIR-CIMAP, Lucknow due to any act of omission and commission by us. Director, CSIR-CIMAP, Lucknow will have the discretion to order for the forfeiture of the deposit against any breach of contract. In case of extension of contract I shall extend PBG & Fidelity Bond for extended period.
10. We hereby declare and undertake that our firm has not been blacklisted/suspended for doing business with CSIR/any Govt./PSU/Autonomous body for performing the same type of services in the past or at present.
11. We unconditionally accept all the terms and conditions as provided in this document.
12. We shall ensure the insurance preferably from Govt. Company for the import & delivery to CSIR-CIMAP, Lucknow and its Research Centers at Bangalore, Hyderabad, Pant Nagar and Purara at Utrakhand.

13. We agree that after collection of documents from CSIR-CIMAP, Lucknow, performing customs clearance of the consignment within free period and delivery to CSIR-CIMAP, Lucknow Stores or its Research Centers as the case may be, within 7 days of arrival at the international airport, failing which Liquidated damage exceeding 7 DAYS of Rs. 1,000/- per day subject to maximum of Rs. 10,000/- will be applicable and deducted from our bills. Perishable consignment will be immediately delivered with proper dry ice arrangement

Name & Signature of the bidder:

Date:

Stamp/seal of the 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.

.....  
Dated ..... to supply (description of goods and services) (herein after called “the  
Contract”).

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

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

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

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

This guarantee shall be valid until the ..... day of ..... 20\_\_,  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer  
..... Seal,  
Name & Address of the Issuing Branch of the Bank

Note: Whenever, the bidder chooses to submit the Performance Security in the form of Bank  
Guarantee, and 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.