



**NCR-Biotech Science Cluster,
3rd Mile Stone, Faridabad-Gurgaon Expressway
Faridabad- 121001.**

Phone: +91-129-2876432

Tender No. : THSTI/NIT/50/17-18

28 Mar 2017

Invitation for Bids / Notice Inviting Tender

Translational Health Science and Technology Institute (THSTI) is an autonomous research Institutes under the Dept. of Biotechnology, Ministry of Science and Technology, Government of India.

THSTI proposes to entrust the work of customs clearing of shipments from customs at IGI Airport New Delhi to a Clearing Agent for FY 2018-19 for NCR Biotech Science Cluster-Faridabad. Accordingly, sealed bids under single-bid system are invited from experience and established customs clearing agent meeting the pre-qualification requirements as stated in the tender document.

Title of work	Tender Document fee	Earnest Money Deposit	Performance Security
Tender for hiring the services of custom clearing agent (CHA) for customs clearing of shipments at IGI Airport, New Delhi for 01 year	1000/-	60,000/-	300000/-

Last date & Time for Submission : 13.04.2018 14.30 hours

Date/Time for opening of bids : 13.04.2018 15.00 hours

Cost of tender documents INR 1000.00 (Non-refundable) and EMD of INR 60,000.00 should be payable by Demand Draft or Pay Order issued by scheduled Bank in favour of "Translational Health Science and Technology Institute" payable at Faridabad, Haryana.

2. The bidding documents can be downloaded directly from our office website: www.thsti.res.in or CPP portal www.eprocure.gov.in.

3. Contents of Technical bid:-

The application for hiring the services of custom clearing agent (CHA) for customs clearing of shipments at IGI Airport, New Delhi for the FY 2018-19 should be made as per the format given at Annexure – I. All the details pertaining to the prequalification criteria should be provided along with the technical bids as per the format given at Annexure – I. The application should be supported by requisite documentary proof and should include the following:-

1. D.D./B. Cheque/Pay Order towards EMD/TENDER COST.
 2. All documentary evidence in support of claim as made in Annexure-I.
 3. Terms & Conditions duly signed by the bidder along with seal.

4. Contents of Financial Bid:-

The financial bid should be submitted as per the prescribed format given at Annexure - II. It must be signed by the bidder and the rates should be given both in figures and words. In case of variation in rates, rates quoted in words will be treated as final.

The rates quoted by the bidders shall remain fixed for the period of one year and is not subject to any variation except on account of change in the rates of taxes, duties etc.

5. Submission of Bids:-

The technical bid and financial bid (Techno-commercial Bid) should be put in single bigger envelope duly sealed and super scribed with the name of the work/service, due date for opening of the bid, name and address of the agency/firm. The cover envelope should be addressed to the Executive Director, THSTI and should reach this office on or before **13.04.2018 by 14.30 hours**. Late bids or bids received after the due date of the receipt of the tender will be rejected straightaway.

6. Evaluation of Bids:-

The Techno-Commercial offer of all the bidders will be opened on **13.04.2018 at 15.00** hours in front of the bidders. The bid will be evaluated based on the documents submitted along with the bid. The bidders meeting the qualification criteria and other conditions as laid down in the tender document will be declared as technically qualified. In case it is found that the multiple bidder have quoted the L1 rates, the order in such case will be awarded to the bidder as per Govt. Rules.

7. Award of the Contract:-

The Contract shall be awarded to the lowest qualified bidder. The successful bidder shall have to execute an agreement containing all the terms and conditions mentioned in tender document on a stamp paper of Rs. 100/- (Rs. One Hundred Only).

In case the successful bidder fails sign the agreement or does not execute the job after entering into the contract or terminate the contract before completion of period of contract at their own accord, the Executive Director, THSTI shall have the right to forfeit the security money deposited by the firm for non execution of contract/agreement.

8. Notification of amendments

If any modification or amendment is made to the tender document, the same will notified on the THSTI web site only and no separate advertisement will be released for the same. Prospective bidders are therefore advised to regularly visit the THSTI web site for any such updates.

9. The Executive Director, THSTI ,Faridabad , India reserves the right to accept any or all tenders either in part or in full or to split the order without assigning any reasons thereof. The address for submission of bids and for obtaining further information:

Section Officer (S&P)
Translational Health Science and Technology Institute
NCR-Biotech Science Cluster,
3rd Mile Stone, Faridabad-Gurgaon Expressway
Faridabad- 121001.

Section Officer (S&P)

1.0 Eligibility Criteria:

Quotations of only those Bidders who fulfil the Eligibility Criteria shall be considered. Necessary documents in this regard must be enclosed with the Bid, failing which; the bid shall be summarily rejected.

- 1.1 The Bidder should have valid *CHA Licenses in their own name (single name)* registered with Customs at Bengaluru, Chennai, Mumbai, Kolkata and New Delhi and possess and PAN Number.
- 1.2 The Bidder should be registered member of IATA and must possess MTO (Multi Model Transport Operator) Registration Certificate issued by the Ministry of Shipping, Road Transport and Highways on the date of Bid opening.
- 1.3 The Bidder should be certified under ISO 9001 (2008) quality system certification.
- 1.4 The Bidder should be registered with Tax authorities.
- 1.5 The bidder should have their own facility for Customs clearance at Bengaluru, Mumbai, Chennai, Kolkata & New Delhi both for Air & Sea Cargo, Courier and Foreign Post Office. The Bidder must be registered in Customs in all these places and the Registration Certificate should be valid on the date of opening of the Technical Bid. The services cannot be sub-contracted to any other agency in India.
- 1.6 The Bidder should have successfully executed at least one (1) similar contract for custom clearance work during the last three years in any Govt. Department / PSU/CSIR/Public Funded Autonomous Bodies and at least 2 (Two) contracts for CHA work in MNC/Pvt.Firm of repute. Documentary evidences about satisfactory performance of the work issued by the client must be enclosed with their complete mailing addresses and telephone numbers.
- 1.7 Balance sheet of the bidder for previous three financial years must be enclosed, certified by Chartered Accountant evidencing minimum Annual Turnover of Rs.25/- Crore per year.
- 1.8 The Bidder must submit Earnest Money Deposit/Bid Security (EMD/BS) of Rs.60,000/- (Rupees Sixty Thousand Only) in the form indicated in the Bidding Document along with tender fees of Rs. 1000/-
- 1.9 Local office and name of the authorized person of Bidder stationed at New Delhi (Name, Contact No. & Address).
- 1.10 The Bidder/their counterparts must have its own arrangements of warehousing, insurance, pickup and delivery by road within the country. Details of these facilities in India should be given.
- 1.14 The firms whose contract was terminated for whatever reasons by the any Government Department/PUSs/CSIR Laboratories/Autonomous Bodies during the last 3 years, their offers will not be considered for evaluation.
- 1.15 The bidder must have an experience of 10 years or more in this field.

Note: Documents in support of 1.1 to 1.15 must be submitted in the Bid; Otherwise the bid shall be rejected.

GENERAL TERMS AND CONDITIONS: -

1. The Custom Clearance work contract shall be initially for a period of one year which may be extended with mutual agreement by both parties after review of annual performance.
2. The clearing Agent shall act as a clearing, forwarding and transporting agent for the NCR Biotech Science Cluster, Faridabad for the stores imported from foreign suppliers/ manufacturers at customs IGI Airport New Delhi or any other Air Port in India.
3. The clearing agent shall be required to work under the customs act, 1962 as amended from time to time and take such steps to ensure that the interest of the Cluster is protected on the clearing of its stores.
4. The clearing agent will be given pre-alerts by mail or telephone before the actual arrival of shipment so that he can timely arrange clearance documents.
5. The clearing agent will send his representative to the Institute to collect required documents such as duty exemption certificate in terms of customs notification No. 51/96, bank release order, attested invoice/ Airfreight payment cheque etc. and inform the status of the shipments pending at Customs for clearance at various stages as and when required by the Institute.
6. The clearing agent shall liaison with freight forwarder and be responsible for finalization of Bill of Entries in terms of invoice value and release of the shipments from the Airport within demurrage free period. Necessary documents required for custom clearance shall be personally collected from our office on intimation of shipment arrival notice to CHA. No demurrage charge shall be paid by Institute except delay/default on part of Institute.
7. In consideration of the various services rendered by the Agent, the Institute shall pay the commission/charges as per agent's accepted quotation.
8. It is incumbent on the part of the agent to examine all packages of each shipment arrived at the Airport with the respective invoice and measurement/package list etc. If at the time of physical examination of the shipment any damage or loss of goods is noticed, the same shall be brought to the notice of concerned Institute immediately and get it surveyed by an authorized agency, fees and expenses incurred for services, as and when required, will be reimbursed to the agent as per actual bills/receipts provided by the agent.
9. The CHA shall directly pay custom duty of small amount up to Rs. 30,000 per shipment behalf of Institute which will be reimbursed on submission of bills on weekly basis. The payment will be made by respective Institute to the agent within 15 days after receipt of bills subject to scrutiny/verification by the concerned official. The agent shall maintain day-to-day records of the clearance made and submit the report along with their bills.
10. If the shipment is not cleared within the stipulated time and found to be lost in custom or otherwise, agent shall be held liable and bear loss in pecuniary consideration.
11. The clearing agent will arrange repacking of damaged package where it is essentially required after consultation with Institute representative. Expenses incurred will be reimbursed based on certificate issued by the representative of concerned, on production of actual bill.
12. Whenever any short landing cargo is noticed, the agent shall be required to promptly file "not found" or "not traceable" notice with Air Port Authority of India and obtain non traceable certificate and intimate the facts to the concerned official of Institute.
13. The clearing agent shall maintain close liaison regularly with the officials. He shall collect the documents promptly whenever called on phone and shall take steps for

finalization of the Bill of Entry, filed with the customs and finalized as early as possible and any hold up for want of documents etc. for such finalization should promptly bring to the notice of THSTI.

14. The clearing agent shall be held responsible for any delay on his part whenever he does not file the Bill of entry with customs or does not communicate any discrepancy to Institute, next working day. The warehousing/warfare/demurrage charges (other than handling charges) will be recovered from the agent for any delay due to his negligence.
15. The agent shall deposit a sum of Rs. 300,000/- by DD/BG issued by scheduled bank in favour of THSTI as performance security before the contract comes in to force/ effect/operational.
16. NCR Biotech Science Cluster/Institute will be at liberty to get any shipment directly released through the Indian Agent who represent their foreign principals, in India or by making its own arrangements or by any other agents if and when considered necessary. The agents will be precluded from filing any claim for loss/damages on this account.
17. In the event of unsatisfactory service, stoppage of clearance work by the agent, the Director, reserves the right to get the work done from any outside agency and also to terminate the contract any time without assigning any reasons. In case of any dispute about the interpretation of the clause, the decision of the Executive Director, THSTI will be final and binding.
18. Both the parties would consider force majeure with adequate proofs. The decision of the Executive Director of Institute, will be final.
19. The jurisdiction of all suits shall be in the courts at Faridabad.
20. The following charges would be paid extra against actual receipt. Packages required to be repacked as per actual cost approved by concerned Institute.
 - b) Stamping charges for plastic strap on normal size package and strap on steel binding or actualize on production of receipts whichever is lower.
21. Clearing agent will arrange the requisite logistic arrangement like fork lift, crane etc.to unload the goods at Cluster-Faridabad.
22. The Shipment will be cleared within 3(three) working days (excluding holidays) and holidays on accounts of natural calamities from the date of receipt of complete documents. Perishable goods will be cleared within 24 hours from the date of arrival of goods at airport. Cost of damaged goods due to late clearance of shipment will be recovered from the clearing agent.
23. The Agent shall also do all the customs formalities such as filing & processing shipping bill with customs, examining and handing over to the airlines/ship for the damaged items to be sent abroad for replacement/repairs as and when required by the Institute on the same terms and conditions of the import shipment.
24. The clearing agent must provide the requisite service directly, and sub-contracting services will not be accepted.
25. Any other significant information may be disclosed by clearing agent.

Important Notes:

A) The performance security will be accepted in the form of Bank Guarantee issued by any nationalized bank in India as per the prescribed format.

Notes:

1. Please Indicate your Permanent Income Tax Number & GSTIN.
2. Quotation must be clearly written or typed without any cutting or over-writing.
3. Earnest money Rs. 60,000.00 (Rs. Sixty Thousand only) in form of DD in favour of Translational Health Science and Technology Institute must be submitted along with quotation.
4. The successful agent will have to make a security deposit/ Bank Guarantee for Rs. 300,000.00 (Rs. Three Lakh only) and also enter in to contract for the proper performance of the clearing works. The detail condition will be indicated in the agreement to be signed prior to award of contract.
5. The successful party has to arrange the contract agreement on Rs.100 stamp paper.

(To be submitted duly filled along with technical bid/form)

Sr. No	Particulars	Details to be provided by bidders
1	Name of the agency/firm with complete address, Telephone No. , Fax no. and mobile no.	
2	Status of the Agency/Firm (Registered Company/partnership firm/proprietorship) & Registered Address of the Agency	
3	Name, designation along with contact no's(landline and mobile) of authorized person:	
4	No. of years in operation (in Years)	
5	CHA License in own name (single name) registered with Customs at Bengaluru, Chennai, Mumbai, Kolkata and New Delhi and possess valid GST and PAN Numbers:	(attach photocopy)
6	Registered member of IATA and must possess MTO (Multi Model Transport Operator) Registration Certificate issued by the Ministry of Shipping, Road Transport and Highways on the date of Bid opening	(attach photocopy)
7	The Bidder should be certified under ISO 9001 (2008) quality system certification:	(attach photocopy)
8	The bidder should have their own facility for Customs clearance at Bengaluru, Mumbai, Chennai, Kolkata & New Delhi both for Air & Sea Cargo, Courier and Foreign Post Office. The Bidder must be registered in Customs in all these places and the Registration Certificate should be valid on the date of opening of the Technical Bid. The services cannot be sub-contracted to any other agency in India :	(separate sheet to be attached, if required)
9	The Bidder should have successfully executed at least one (1) similar contract for custom clearance work during the last three years in any Govt. Department / PSU/CSIR/Public Funded Autonomous Bodies and at least 2 (Two) contracts for CHA work in any MNC/Pvt.Firm of repute. Documentary evidences about satisfactory performance of the work issued by the client must be enclosed with their complete mailing addresses and telephone numbers.	(attach photocopy)
10	Balance sheet of the bidder for previous three financial years must be enclosed, certified by	(attach photocopy)

	Chartered Accountant evidencing minimum Annual Turnover of Rs.25/- Crore per year	
11	The Bidder/their counterparts must have its own arrangements of warehousing, insurance, pickup and delivery by road within the country. Details of these facilities in India should be given	
12	De-empaneled/black list certificate.	
13	E.M.D Rs.60,000/- and tender cost Rs,1000/- Demand Drafts to be submitted along with tender document.	
14	Undertaking as per Annexure -III	

Note : Please attached the necessary documentary evidence in support of the claim made above.

Signature of Tenderer

Seal of Tenderer

QUOTATION PROFORMA (Price Bid)

Agency Comm. (for non-perishable/Air) per shipment	Rs.....
Agency Comm. (for perishable/Air) per shipment	Rs.....
Agency Comm. (for sea shipment) per shipment	Rs.....
Tax (If any)	Rs.....
Conveyance charges (for collecting document from THSTI)	Rs.....
Loading & Unloading charges upto 25kg.	Rs.....
25 to 50kg	Rs.....
50 to 100kg	Rs.....
100 to 200kg	Rs.....
200 to 500kg	Rs.....
Above 500kg	Rs.....
Loading & Unloading charges by crane	Rs.....
Cartage/transport charges up to 25kg.	Rs.....
25 to 50kg	Rs.....
50 to 100kg	Rs.....
100 to 200kg	Rs.....
200 to 500kg	Rs.....
Above 500kg	Rs.....
Customs Examination	Rs.....
Sealing & Strapping charges	Rs.....
Dry ice refilling charges per shipment	Rs.....
Dry ice charges per kg.	Rs.....

**** The. Airfreight /DO / BE/ customs duty/CWC /AAI charges/ Toll Tax, NGT Tax and other statutory dues shall be reimbursed on actual basis.**

Any other detail in regards of shipment clearing may please be given in separate sheet.

**Signature with date & seal
of the bidder**

UNDERTAKING BY THE BIDDER

01. We agree that the consignments after clearance from airport by us will directly be delivered to the premises of Cluster- Faridabad. In case of perishable item, it will be delivered within minimum time with necessary temperature control arrangements. The services will not be sub contracted to any other agency.
02. We agree to pay the customs duty for all consignments at the time of clearance from airport / seaport and its reimbursement up to a limit of Rs. 30,000/- (Rupees Twenty Five Thousand Only) against paid challan. We shall submit bill along with the paid challan for reimbursement of customs duty paid.
03. We undertake to ensure that correct nomenclature and HS classification as per extant ITC/Customs notifications is mentioned in the Bill of Entry and the correct product Code (HS) is verified and duty free items as per Customs Tariff Act is cleared without duty.
04. We agree that we shall not claim any demurrage charge, if paid by us at the time of clearance, for the shipments arranged by us and further, no consignment of Cluster will be detained or withheld by us before or after customs clearance under any circumstances.
05. We agree that we shall collect necessary documents required for clearing of consignments by deputing our representative to Institute, Faridabad as and when required on a daily basis.
06. We agree that we shall submit the original House Airway Bill, Copy of Master Airway Bill, Customs Signed Invoice, Bill of Entry both importer copy and Exchange Control copy, along with our bills.
07. We shall prepare and submit consolidated bill towards, clearance charges bills strictly in accordance with the approved rates.
08. As we shall handle sophisticated and valuable consignment, we shall furnish a PBG (Rupees Three Lakh Only) in favour of THSTI to safeguard the interest of Institute in the event of any loss to THSTI due to any act of Omission and Commission by us. The PBG would be valid for the contract duration. Executive Director, THSTI will have the discretion to order for the forfeiture of deposit for any breach of contract.
09. We agree to accept the liquidated damages
10. We undertake to transport the consignments through an approved mode as per Carriers Act.

11. We undertake that we shall not involve or associate ourselves in any corruptive, fraudulent, coercive or unethical practices while performing our obligations under this Contract.

12. We unconditionally accept all the terms and conditions of this Tender

Document.

Place :

Date :

Signature of the authorized person of the Bidder:.....

Name of the authorized person:

Name of the Agent:

Rubber Stamp/ Seal:

**Form of Performance Bank Guarantee/Bank Guarantee
(TO BE SUBMITTED FROM ANY INDIAN NATIONALIZED BANKS ONLY)**

BG No.:..... Date.....

From The Name of the Bank	To Translational Health Science Technology Institute, Faridabad
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In consideration of the Translational Health Science and Technology Institute, Faridabad (hereinafter called "The INSTITUTE") having offered to accept the terms and conditions of the proposed agreement between The Institute.....and..... (hereinafter called "the Contractor(s)" for the work..... (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank guarantee for Rs..... (Rupees.....only) as a security/guarantee form the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We (hereinafter referred to as the "Bank") hereby undertake to (Indicate the name of the Bank) Pay to the Institute an amount not exceeding Rs..... (Rupees..... only) on demand.
2. We... (indicate the name of the Bank) Do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Institute stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We, The said Bank, further undertake to pay to the Institute any money so demanded notwithstanding any disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.
4. We (indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Institute under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, as per the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.

5. We.....(Name of the bank)..... further agree with the Institute that the Institute shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Institute against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Institute or any indulgence by the Institute to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We(Name of the bank)..... lastly under take not to revoke the Guarantee except with the previous consent of the Institute in writing. This bank Guarantee on the Bank or its successors or permitted assigns.
8. We.....(Indicate the name of the Bank)..... lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the Institute extended on demand by the Institute. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs.....(Rupees.....only), and unless a claim/demand is made on the bank in writing on or beforeall your rights under the Guarantee will be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Authorised Signatories of the Bank with name and Seal

Name of the Officer:

Designation:

Code if any:

Date:

Place