



Ref: NCB/W-200834/2020-2021 (N)

Date: November 13, 2020

TENDER FOR EMPANELMENT OF CLEARING AGENT

Last date for submission: 11/12/2020

Name of the Institute	Cost of Tender in Rs. Ps. (p.a.)	Earnest Money Deposit in Rs. Ps.
NCBS	8,00,000.00	16,000.00

Dear Sirs,

Kindly send your lowest quotation valid for 3 years from the date of Work Order for the subject contract. The scope of work with terms and conditions are indicated in the Annexures enclosed.

EMD: Earnest Money Deposit should be provided along with the bid in the form of Demand Draft (DD) from a Public Sector / Scheduled Commercial Bank and drawn in favour of:

National Centre for Biological Sciences, Bangalore	NCBS -- Rs.16,000/-
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The EMD will be returned back to the unsuccessful bidder at the earliest after expiry of final bid validity. The EMD will be returned back to the successful bidder after submission of the Performance Security. The EMD shall be forfeited in the event of breach of contract by the contractor in term of contract/ order. Tenders submitted without EMD shall be rejected.

The EMD may be forfeited:

- If the bidder withdraws the bid during the period of bid validity specified in the tender.
- In case of a successful bidder fails to furnish the Performance Security / Performance Bank Guarantee.
- If the bidder fails to furnish the acceptance in writing, beyond one week from award of contract / order.
- The event of breach of contract by the Contractor in term of contract / order.

Please submit your quotations according to the terms and conditions on or before **December 11, 2020**.

Thanking you,

Yours faithfully,
For and on behalf of
National Centre for Biological Sciences


Head-Purchase





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1. Quotations must be submitted giving complete details using enclosed Enquiry papers.
2. The rates quoted shall remain valid for 3 years from the date of our Work Order.
3. Each page of the offer should bear the signature, date, name and title of the person signing the offer and a rubber stamp indicating the full name, address and phone number, fax number, e-mail ID of the firm.
4. Bids in sealed envelopes duly superscribed with the Enquiry Number and due date shall be addressed to the Head-Purchase, National Centre for Biological Sciences, GKVK, Bellary Road, Bangalore – 560 065.
5. The Enquiry documents / forms are not transferable. Only the party to whom the Enquiry documents have been issued shall be entitled to quote.
6. Bids containing erasure or alterations will not be considered, unless countersigned by the authorised signatory against each eraser/alterations.
7. The total amount should be written both in figures and in words and if there is any discrepancy between the two, the lowest amount will only be accepted.
8. Bids which do not comply with the above conditions are liable to be rejected.
9. The Institute shall be under no obligation to accept the lowest or any tender received in response to this Enquiry notice and shall be entitled to reject any tender without assigning any reason whatsoever.
10. Your offer should be valid for 180 days from the due date.
11. Copy of Valid Consolidation and Registration Certificate with customs for import consolidation / Custom House Agent (CHA) License, Port License, IATA and FIATA registration, CHA registration must have been use for a minimum of five years at Bangalore Customs (Airport/Seaport). Freight forwarding offers through third party / sister concerns etc., will not be accepted.
12. Copy of the (a) PAN CARD, (b) Service Tax Registration, (c) Trade License Certificate and (d) Professional Tax Certificate, if any, issued by the Karnataka Government must be attested.





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OTHER TERMS AND CONDITIONS

Tender for Empanelment of Clearing Agent is for the campus. The current Tender is invited by NCBS. NCBS, inStem and C-CAMP form Bangalore Life Science Cluster (BLiSc) and situated in NCBS Campus. InStem and C-CAMP may also avail the Services from the successful Service Provider for which separate Work Order / Purchase Order will be issued by the respective Institutes. The successful Service Provider should honour the rates quoted to NCBS for inStem and C-CAMP Work Order / Purchase Order.

1. Bills shall be submitted to NCBS after clearance of each consignment.
2. The relevant documents pertaining to the clearance of each consignment like Bill of Entry and other supporting vouchers like AIRINDIA Sats/ MENZIES AVIATION BOBBA receipt, DO receipt, EDI receipt etc. shall be attached with each bill separately.
3. Any dispute arising out of the contract shall be resolved by mutual discussions.
4. The contract shall be terminated on one month's notice on either side.
5. The rates agreed upon shall remain unchanged until the expiry of contract period or till they are amended by the Centre.
6. No charges other than what is expressly stated in the contract will be paid to the contractors or any other agency or statutory authority by the Centre on whatsoever account.
7. The contractor shall indemnify the Centre against any claim by any authority. In the event the Centre has to pay any individual, statutory body or any agency for reasons directly or indirectly attributable to this contract, the contractor only shall pay such claim/damages and even if the Centre is called upon to pay, such damages/penalties shall be reimbursed by the Contractor.
8. The bidder shall submit bids only in prescribed form enclosed before the due date and time. The following annexures must be filled up fully and properly:
 - a. Annexure-A – Rate Chart
 - b. Annexure-B – Scope of Work
 - c. Annexure-C – Schedule of Experience
 - d. Annexure-D – Schedule of deviations from specifications/conditions (if any)

All the bids shall be in the prescribed annexure forms and bear the signature, date, name and designation of the person signing the offer and name and address of the firms. The envelope containing the bids shall be superscribed "**Tender for Empanelment of Clearing Agent; Ref. No.: NCB/W-200834/2020-2021 (N).**"

TENDERS RECEIVED LATE OR AFTER THE DUE DATE WILL NOT BE CONSIDERED. NCBS RESERVES THE RIGHT TO ACCEPT, REJECT ANY OR ALL TENDERS WITHOUT ASSIGING ANY REASONS THEREFOR.



IMPORTANT:- The successful bidder should have minimum required staff at Bangalore Branch i.e., atleast; 1 'G' card holder, 2 'H' card holder and Few ground staff. Please attach list of your staff members for the above. Please enclose a copy of your CHA License.

Ref: NCB/W-200834/2020-2021 (N) Date: November 13, 2020, Annexure A- RATE CHART (NCBS)

I. AIR CARGO / CARGO THROUGH COURIER COMPANIES / POST PARCEL

Sl.No.	Details	Perishable	Non-Perishable	Live shipment	Repair & Return	Foreign Post Parcel	Transport charges Maruti Van/Tata Ace/Tempo/Canter
1	Service Charges						
2	Documentation charges / Document collection charges from NCBS, Airlines, Consol, Customs, Marks & Number Segregation charges, Import Parcel identification						
3	Storage and Processing Charges: AIRINDIA SATS/ MENZIES AVIATION BOBBA charges						
4	DO Fee / Airlines Fee						
5	Any other charges (pl. Specify)						
6	Service Tax, (if applicable)						
7	Transportation charges, Kg						
II. SEA CARGO							
Sl.No.	Details	Non-Perishable	Transport charges Maruti Van / Tata Ace/ Tempo/ Canter/ 20" Trailor / 40" Trailor				
1	Service Charges						
2	CFS/Steamer Agent / CCDL Charges						
3	Documentation, examination, loading, Marks & Number Segregation charges and other related charges						
4	CMC Charges						
5	Any other charges (pl. Specify)						
6	Service Tax, (if applicable)						
7	Transportation charges						



IMPORTANT: Receipts / supporting Vouchers have to be produced along with your bill. If you are unable to submit Receipts / Vouchers for any of the items above please indicate the reason for the same in your offer. (Pl. Attach separate sheet, if required)

Signature: _____ Date: _____

Name: _____ Name of the Company: _____

Designation: _____ Seal of the Company: _____

SCOPE OF WORK - ANNEXURE - B**Other terms and Conditions:**

1. The clearing agent should undertake the responsibility of clearing import consignments on behalf of the Centre from anywhere in India of air cargo/sea cargo and other customs related works.
2. Clearing agent should collect the clearing documents from NCBS on daily basis or as and when required.
3. The clearing agent will have to carry out customs clearing cases and other allied services efficiently and quickly since TIME is the vital element of clearing services. Clearing agent shall accomplish the cases referred to him with utmost speed and efficiency.
4. Clearing agent should collect the Cargo Arrival Notices (CANs) daily from the freight forwarder/airlines and forward to us for further action. Clearing agent should also verify the consignments physically in the airport/customs, etc. and whenever consignments are found missing, necessary claims should be put up for total compensation by carriers/port unit, etc. Any rejection due to non-submission of claims in time will be attributable to the clearing agent and the total loss will be recovered.
5. A period within **THREE** days is normally considered adequate for the clearance of the consignment after receipt of all relevant documents. Where specific problem prevents the clearance of consignment, the period between which the consignment could not be cleared is to be separately mentioned in the clearance bill with detailed justification.
6. Any clarification required on any consignment will have to be referred to NCBS very promptly in writing.
7. NCBS shall have the right to determine in each case whether the warehouse and other unscheduled charges incurred are reasonable and not attributable to clearing agent's delay. If on scrutiny of the circumstances of each case reveal that the delay is wholly/partly attributable to the clearing agent, NCBS reserves the right to charge off such avoidable expenses incurred to the clearing agent's account.
8. The arrangement made with the clearing agent for customs clearance, etc. can be eliminated whenever we feel that their services are no more required by us. In such an eventuality, they will be given a month's notice and during the said notice period, any amount outstanding from them will have to be paid to us and settled.
9. The payment against each case will be paid within 30 days after receipt of the consignment along with original bill, Bill of Entry of Importer copy and with other supporting vouchers / receipts in original.
10. After clearing the shipment, the clearing agent should submit their bill in duplicate within 15 working days along with Importer copy of Bill of Entry – in original, duty challan with bank seal, AIRINDIA Sats/ MENZIES AVIATION BOBBA receipts DO receipts and other supporting vouchers / receipts in original for your claims.



11. PERISHABLE CARGO: All perishable cargo shall be cleared on the same day of its arrival at the airport. If it is proved that such cargo has perished due to negligence from the clearing agent's side, then the cost to this effect will be deducted from the clearing agent's bills.
12. NCBS/TIFR is a public funded research institute under the administrative control of DAE, GOI (Department of Atomic Energy – Government of India), for the purpose of availing customs duty exemption under Customs Notification No.51/96 dt.23-7-1996 and as amended vide Notification No.24/Customs dt. 1-3-2002. Currently, NCBS/TIFR is liable to pay only 5% *ad valorem duty* on CIF/FOB/ex-works value. This amount will be paid by NCBS by issuing debit advice to SBI, Air Cargo complex as we have an account with them. However, occasionally, we may ask the clearing agent to pay the customs duty and the same will be reimbursed to them.
13. Presently, NCBS is receiving around 600 to 650 cargo in a year of perishable and non perishable shipments.
14. The Clearing Agent should represent the cases/issues on behalf of the Centre to Customs/ AIRINDIA Sats/ MENZIES AVIATION BOBBA/Airlines/ Freight forwarder/SBI/other Government bodies/others, who are involved in the cargo clearance, to sort out the problems. Any authorisation required will be given by the Centre to the agent to represent the case on case to case basis. For such representation, the Centre will not pay any additional charges. The clearing agent is fully responsible for clearing the cargo and delivering at NCBS without any delay.
15. The Bill of Entry should be filed before the end of the next day following the day (excluding holidays) on which the aircraft or vessel or vehicle carrying the goods arrives at a customs station at which such goods are to be cleared for home consumption or warehousing.
16. Where the Bill of Entry is not filed within the time specified as above the CHA shall be liable to pay charges for late presentation of the Bill of Entry at the rate of Rs.5,000/- (Rupees Five thousand) per day for the initial 3 (three) days of default and at the rate of Rs.10,000/- (Rupees Ten thousand per day) for each day of default thereafter.
17. Customs clearance of imported consignments from all International Air ports in India.
18. Customs clearance of imported consignments from all Sea Ports in India.
19. The clearance of precious and delicate type of Equipment's, Instruments and other special type of materials, including Perishable chemicals, dangerous goods (DGR) and Over Dimension Cargo (ODC) shipments.
20. Collection of all documents related to Imports / Exports from TIFR-NCBS, Bangalore, Custom clearance of the consignment including all the stages of customs clearance – obtaining Non-delivery certificate/short landing certificate in the case of materials are short delivered by IAAI, or airlines and lodging of claims with them immediately on behalf of TIFR-NCBS, Bangalore. Arranging Insurance survey at Airport/IAAI in case of damages to the consignment.
21. Any other job in connection with the clearance of goods from Customs.
22. Clearance of Post Parcels from Customs / Foreign Post Office & delivery to TIFR-NCBS, Bangalore.
23. Clearance of consignments from Customs at Bangalore etc., and despatch to TIFR-NCBS, Bangalore.
24. Follow-up of cases of recovery of any excess Customs duty paid.



25. Clearance and Transportation of special projects materials voluminous and heavy packages, dangerous and hazardous materials including Radioactive Materials.
26. Prompt communication through telephone, Tele-fax and E-mail etc., to ensure quick clearance.
27. The cleared consignments will have to be delivered during Office hours only as far as possible. The agency must have the facility for storing the consignment, which could not be transported to TIFR-NCBS immediately. In case of the items has to be kept in cold storage, such facility should be provided/arranged.
28. The agent shall be required to contact this office within 24 hours after receiving telephones / e-mail message for the collection of the relevant documents.
29. Even in case of any dispute, the consignment shall be cleared by agent handed over to TIFR-NCBS pending the settlement thereof.
30. Export for Repairs, which will be Re-Imported after repairs. Export of equipment's for repair and replacement should be arranged by the Agent against documents.
31. All procedural formalities for these Exports with Customs will be required to be done by the Agent.
32. The Agency should have their Office in Bangalore for making this offer and this is an eligibility criteria (Mandatory).
33. The Agency has to arrange Insurance from Airport to TIFR-NCBS Stores and the same will be reimbursed at actuals against submission of proof of documents.
34. ASSIGNING & SUBLETTING: Assignment or subletting of this Contract is strictly prohibited and shall result in termination of the contract with immediate effect without any compensation.
35. There should not be any upward price revisions during the contract period.
36. TIFR-NCBS will have the rights to issue Paralles Rate Contract with more than one Contractor for smooth and efficient functioning.
37. TIFR-NCBS will have the right not to issue any contract in case, the bid is not found suitable.
38. The possibility from the quoted price may be considered to arrive cost benefit to TIFR-NCBS for evaluating the lowest bidder.



TERMS & CONDITIONS

- 1. Performance Bank Guarantee (PBG):** The successful bidder should submit a PBG as per the prescribed format within 15 days of award of the Contract. **PBG shall be for a sum of Rs.80,000.00 (Rupees Eighty thousand only) for NCBS** valid until 60 days after the expiry of the Contract. EMD of the unsuccessful bidders will be returned on award of contract. The PBG should be submitted in the form of DD/BG from a Nationalized Bank and drawn in favour of “National Centre for Biological Sciences” and payable at Bangalore (OR) alternatively the EMD amount may be submitted in the form of Bank Guarantee from the Nationalized Banks in an acceptable form valid until 60 days after the expiry of the Contract.
- 2. Special arrangements for Perishable Consignments:** In case where the consignments are highly perishable in nature, Custom House Clearing Agent will have to arrange dry-ice stuffing (including procurement and filling-up) of the consignments at the storage place at the airport/post office on its arrival and till these clearance and delivery at TIFR-NCBS, Bangalore. Custom House Clearing Agent has to get Perishable/dangerous consignments cleared within 24 hours of arrival and deliver them at TIFR-NCBS, Bangalore at the earliest possible time, after clearance. In case, perishable consignment is damaged on account of insufficient dry ice during storage, clearance or transportation, Custom house Clearing Agent will be held responsible for the damage and the loss will be recovered from the payments due.
- 3. Re-export and Re-import:** Custom House Clearing Agent may be required to export certain items for repairs or replacement, which may be re-imported after repair. Custom House Clearing Agent should undertake completion of all the formalities with the customs authorities for this purpose.
- 4. Excess Remittance of Customs Duty:** Custom House Clearing Agent is required to actively follow-up cases of recovery of excess duty, if any, paid to customs.
- 5. Other Charges/Levies:** All statutory Charges/levies not mentioned in the format of rates etc. will only be paid/reimbursed on the production of the receipts/vouchers for the same.
- 6. Short landing:** Whenever any Short landing Cargo is noticed, Custom House Clearing Agent shall file “Not found” or “Not traceable” notice with the Airport Authorities, obtain “Not Traceable Certificate”, and also lodge format claim with the Airport Authorities/airlines concerned with all necessary documents under intimation to TIFR-NCBS, Bangalore.
- 7. Inspection of packages and Insurance survey:** It is incumbent on House Clearing Agent to carefully examine all the packages marked for customs examination of each consignment with the respective invoices and measurement/packaging list etc. If, at the time of physical examination of the consignment, any damage or loss of goods is notices, the same shall be immediately brought to the notice of TIFR-NCBS and also arrange an Insurance Surveyor for surveying the consignment. Custom House Clearing Agent will pay fee of the Surveyor and bear expenses for carrying on the Survey and the expenditure will be reimbursed to Custom House Clearing Agent on submission of valid receipts.



8. Liaison and Co-ordination with TIFR-NCBS, Bangalore

Custom House Clearing Agent

- a. Shall maintain close liaison regularly with TIFR-NCBS, Bangalore.
- b. Shall arrange collection of documents whenever telephonically informed.
- c. Shall take immediate steps for finalization of the Bill of Entry from time to time and shall see that they are filed with the customs authorities.
- d. Shall arrange one of its employees to be in contact with concerned staff of Purchase Department of TIFR-NCBS, Bangalore. The representative of Custom House Clearing Agent shall make all necessary arrangements in advance for proper handling and delivery of consignments at the destination/site for installation.

9. Delay in Filing Documents: Custom House Clearing Agent shall be responsible for any delay in filing Bill of Entry with customs authority and/or not notifying TIFR-NCBS, Bangalore of discrepancy, if any, in the documents. The demurrage charges (other than handling charges) for the entire period of delay due to deficiency or negligence in service on the part of Custom House Clearing Agent will have to borne by Custom House Clearing Agent. Further, Custom House Clearing Agent will have to make good of loss/damage, if any, suffered by TIFR-NCBS, Bangalore on account of delay due to deficiency or negligence of service attributable to Custom House Clearing Agent in filing BE and/or clearance of consignments.

10. Safe Custody of Duty Exemption Certificate (DEC): Custom House Clearing Agent shall be responsible for safe custody and proper use of DEC provided to Custom House Clearing Agent by TIFR-NCBS, Bangalore.

11. Submission of bills: Custom House Clearing Agent shall tender pre-receipted bills once in every Fortnight for service provided to TIFR-NCBS. Bill should be in letter-head of Custom House Clearing Agent and in the format prescribed by TIFR-NCBS. A Checklist and original documents in support of various Charges indicated in the bill should accompany each bill. Any bill not accompanied by checklist and one or more documents will not be received in TIFR-NCBS. Personnel authorised by TIFR-NCBS will acknowledge receipt of the bills after due verification of enclosures. Bills that are returned to Custom House Clearing Agent on account of deficiencies will contain remarks about deficiencies. Incidence of storage charges attributed to oral/verbal queries of customs authorities shall not be claimed by Custom House Clearing Agent.

12. The bills should be submitted as per agreed tender terms and conditions clearly with the breakup along with the supporting documents, failing which the bills will not be considered for payment process until the contractor submits the clear and relevant supporting documents.



13. Payment of bills: TIFR-NCBS shall make every effort to examine and arrange payment of bills within 30 days of receipt of the pre-receipted bills with all the relevant original supporting documents. However, delay in settlement of payments shall not be accepted as valid ground for Custom House Clearing Agent to delay clearance of consignments and/or make any advance payment to Custom House Clearing Agent. It is clearly and specifically understood that storage charges incurred on account of delay in clearance of consignments on grounds of delay in payment of bills on the part of TIFR-NCBS, will have to borne by Custom House Clearing Agent. TIFR-NCBS does not undertake to communicate, to Custom House Clearing Agent, reasons for partial or non-admission of one or more claims made in the bills. The bills should be submitted as per agreed tender terms & conditions clearly with the breakup along with the supporting documents, failing which the bills will not be considered for payment process until the contractor submits the clear and relevant supporting documents.

14. Continuation of Services during Pendency of Payment of Bills: TIFR- NCBS will make every effort to arrange payment of bills within 30 days of receipt, if payment is delayed beyond 30 days for any reason, the Custom House Clearing Agent **shall NOT STOP clearing consignments and their delivery at TIFR-NCBS**. Custom House Clearing Agent should have adequate financial standing to continue clearance activities during pendency of payment of bills.

15. Short-Listing and Tenure of Contract: Tenderers should provide all the supporting documents mentioned above, failing which their applications will not be considered for short listing. The duration of the contract will be for (3) Three years, but the contract may be renewed every year subject to satisfactory performance by Custom House Clearing Agent.

16. It is specifically made clear and understood that this contract shall not vest exclusive rights to the Custom House Clearing Agent to provide services to TIFR-NCBS during the tenure of this contract. Notwithstanding this Agreement, TIFR-NCBS may utilize the services of one or more other agencies for obtaining one or more or all and/or such other services enlisted under this Contract.

17. ARBITRATION: Settlement of Disputes & Arbitration: All matters relating to disputes and difference of opinion shall be settled mutually as far as possible. In case of any interpretational issue arises in this tender, the interpretation/decision of TIFR-NCBS shall be final and binding on the bidder. The arbitration will proceed as per Indian Arbitration Act, 1940. as amended up to date.

18. Jurisdiction: This contract between the Supplier and the buyer shall be governed by the LAWS of India and under this contract shall be taken by the parties only in Bangalore India to competent jurisdiction.





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19. The Contract shall be awarded based on the Credentials/Experience and Network base of Agencies in India and Worldwide. In case it is observed that a single contractor does not have enough capacity to cater to the entire satisfaction of TIFR-NCBS, more than one parallel contract with different service providers may be considered. The parallel contract may be depending upon the anticipation of TIFR-NCBS requirement for satisfactory performance and efficiency for smooth functioning of the organization if the prices lower. TIFR-NCBS may have right to counter offering prices falling within the reasonable band. However, TIFR-NCBS have the rights to fix the Rate Contract with more than one contractor with the reasonable rates based on their experience and efficiency for smooth functioning of the organization. In fixing parallel contract with than one agency and rates the decision of TIFR-NCBS is final.

20. TIFR-NCBS reserves the right to accept/reject any or all tenders without assigning any reasons thereof.





ANNEXURE ~ C

SCHEDULE OF EXPERIENCE

Please furnish list of firms/offices where you have undertaken similar jobs: (Please use additional sheets, if necessary):

Sl. No.	Name of the company with full address	Period		Contact person & phone Nos.
		From	To	

Signature	
Name	
Designation	
Name of the company	
Date	
Seal of the company	





ANNEXURE – D

SCHEDULE OF DEVIATIONS FROM SPECIFICATIONS/CONDITIONS

All deviations from the specifications/conditions shall be filled in by the bidder in this schedule.

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The bidder hereby certifies that the above mentioned are the only deviations from Technical Specification of this tender. (State NIL if no deviation is envisaged.)

Signature	
Name	
Designation	
Name of the company	
Date	
Seal of the company	

