



बसु बिज्ञान मन्दिर

BOSE INSTITUTE
P-1/12, C.I.T. Scheme VII-M, Kolkata 700 054,
West Bengal, India

BIDDING DOCUMENTS

for

Empanelment of Agency as
Customs House Agent (CHA)

Tender No. : BI/T/02/2019-20
Date : 10.6.2019

To be addressed to:

Registrar (Officiating)
Bose Institute, Centenary Building,
P-1/12, CIT Scheme – VII -M
Kolkata – 700054 (INDIA)
Email: bipurchase@jbose.ac.in



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SECTION – I

Notice Inviting Tender (E- Publish Mode)

Bose Institute invites tenders in two bid format (Part –I : Technical Bid and Part – II : Financial Bid) in separate sealed envelopes for the empanelment of Customs House Agent (CHA) from the agencies dealing with Custom Clearance of import shipments. BI is interested in preparing a panel of competent, reliable, experienced and efficient Clearing Agents who would clear and transport the consignments/shipment from the customs authorities (both airport and seaport) to the Institute (location as mentioned in the purchase order / end user) based on requirement, initially for a period of one year (01) and further extendable upto (02) two years on annual basis subject to satisfactory performance in handling Bose Institute's import logistic activities.

Tender documents may be downloaded from Central Public Procurement Portal <http://eprocure.gov.in/epublish/app> and BI website. This is an offline tender process where bidders need to submit hard copy of the bids under Section-I schedule serial no. 17 of page number 3 of the NIT.

Schedule:

Sl. No.	Particulars	Date & Time
1.	Date of uploading of NIT	03.7.2019
2.	Documents download start date (Online)	03.7.2019 at 15:00 hrs.
3.	Clarification Start (Queries to be sent to the mail id bipurchase@jcbose.ac.in)	03.7.2019 at 15:30 hrs.
4.	Clarification End date	09.7.2019 at 13:00 hrs.
5.	Prebid Conference	10.7.2019 at 12:00 noon
6.	Amendment (if any) (On line)	12.7.2019 at 17:00 hrs.
7.	Bid submission start date	17.7.2019 at 17:00 hrs.
8.	Bid submission closing date	24.7.2019 upto 16:00 hrs.
8.	Bid opening date for Technical Proposals	25.7.2019 at 13:00 hrs.
9.	Date of uploading list for Technically Qualified Bidder	To be notified later
10.	Date for opening of Financial Proposal	To be notified later
11.	Contact No.	033 2569 3208 / 3305
12.	E.mail address	bipurchase@jcbose.ac.in



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Sl. No.	Particulars	Date & Time
13.	No. of Covers	03
14.	Bid Validity days	90
15.	Bid shall be address to	Registrar (Officiating), Bose Institute, Kolkata
16.	Address for Place of Bid Submission	Tender Box at Purchase Section, Annexe Building, 1 st Floor, Centenary Campus, P1/12, CIT Scheme-VII M, Kankurgachi, Kolkata- 700054
17.	Venue of Bid Opening	Adjacent hall of the Seminar Room Annexe Block (2 nd floor) Centenary Campus, P1/12, CIT Scheme-VII M, Kankurgachi, Kolkata- 700054
18.	Tender fees (Non-refundable)	Rs. 1,000/-
19.	Earnest Money deposit (Refundable) (Non-Interest bearing)	Rs. 50,000/-
20.	Performance Bank guarantee	Rs. 1,00,000/-



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SECTION – II

ELIGIBILITY CRITERIA FOR BIDDERS

All the bidders/Agencies must upload the following documents and the declarations (duly self-attested with stamp) along with the Technical Bid, failing which their BIDS shall be summarily rejected:

1. Valid customs documentation: Copy of Valid Registration certificate with customs for import consolidation/Custom House Agent (CHA) License, Port License, IATA and FIATA registration. CHA registration must have been in use for a minimum of Ten (10) years at Kolkata customs (Airport/Seaport) and should be valid as of date.

2. Documents and certificate: Copy of the PAN CARD, Goods and Service Tax (GST) Registration, Trade License Certificate and Professional Tax Certificate must be attached.

3. Experience: The CHA must have experience in its own name of successfully executing Three to Five similar contracts in the field of customs clearance relating to Hi-end scientific Equipments/instruments, Consumables like reagents, highly perishables, dangerous and radioactive goods, etc. in any similar Educational Research Institution & R&D organizations like IIT, CSIR Labs, ICAR, ICMR, DST, Educational Central Universities etc., during the last **FIVE years**. Preference will be given to the Agencies having similar contract with handling customs clearance of reputed Scientific Institutions.

4. Location of main & branch office: The bidder should have its Corporate Office or branch office at Kolkata and proof of evidence in this regard must be attached.

5. Annual turnover & ITR : The bidder should have average Annual Turnover of the company not less than **25 lakh** in three years (2015-16, 2016-17 & 2017-18). Balance Sheet and Profit and Loss Account copies duly audited by registered Chartered Accountant must be attached. Copies of current Income Tax Return (ITR) must be enclosed with the technical bids.

6. Customer compliance certificate: A complete list of client/customer for which the service has been provided in the last five years must be attached. Copies of satisfactory completion of the contract certificates from at least three to five reputed customers in last five years must be attached along with name and contact details of the customer.

7. EMD: The bidder must submit a refundable **EMD of Rs. 50,000.00 (Rupees fifty thousand only)** in the name of Bose Institute payable at Kolkata along with the Technical bid.



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8. Submission criteria of tender document: Tender Documents should be submitted duly signed and stamped in all pages as a proof of acceptance of the tender terms and conditions.

9. Authentication for non-debarred or blacklisted agency: The bidder should not have been suspended or blacklisted by any Govt. Organizations, PSUs, and Autonomous Bodies (AB's) etc. in the past. An Affidavit to this effect on Non-Judicial stamp paper of Rs. 10/- duly notarized must be enclosed with the technical bid in prescribed format. The proforma of the affidavit is attached with the tender as Annexure –I. If any such matter comes to the notice of the Institute after award of contract, the Institute reserves the right to terminate the contract and legal action may be initiated including the forfeiture of EMD & PBG.

10. License for Transportation: The bidder should have the valid RTA License for transportation of goods.

- Bose Institute imports various scientific Instruments, Equipments, reagents, chemicals, cell culture, spares and consumables and other type of materials, including perishable (dry ice) chemicals, dangerous and radioactive goods etc. for its research use imported from various countries. The CHA is required to arrange customs clearance of imported consignments from air and sea port of Kolkata and sometimes may be required to provide assistance for clearance from other airports across the country.
- Filling of Bill of Entry (BOE) within stipulated time in order to avoid customs penalty, demurrage and other unwanted charges for Bose Institute's Import Shipments and deliver the same at the required destination in safe and sound condition. In case of delay is attributable to CHA, the penalty, demurrage and charges will be totally borne by the clearing agent only.
- The clearing agent shall maintain close liaison with the Institute w.r.t., the processing of Bill of Entry (BoE) and any difficulty experienced by them should be brought to the notice of the Institute promptly without any delay. Any financial implication arising out of such delay should be borne by the contractor / agency.
- The clearing agents shall be fully responsible for the finalization of BoE from the time they are filed with the customs office and to ensure the applicable duty is applied in the assessment. Further, they will also ensure that the duties on the exempted items as per Govt. rules are not levied on the part of the Institute.
- Collection of all shipment documents related to Imports, Exports for warranty replacement (if any) from Bose Institute (Purchase Section) -Custom clearance of the consignments 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 Bose Institute.



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SECTION – III

SCOPE OF WORK OF THE CLEARING AGENT

- Arranging insurance survey at Airport/IAAI in case of damages to the consignment and get the certificate on such damaged items to be forwarded to the Institute.
- Communication and liaison with Air carriers/ shipping line agent in India.
- Any other job in connection with the clearance of goods from Customs.
- Clearance of Post Parcels from Customs/Foreign Post Office & delivery to Bose Institute, Kolkata.
- Arranging customs clearance/payment of duty & delivery order charges, customs examination fees (if required) etc.
- Follow-up of cases (including old cases of excess payment) of recovery of any excess Customs duty paid, with the customs authorities.
- To provide timely information (pre-alert) regarding arrival of shipments from Air carriers/shipping lines and any other relevant information regarding shipments of Bose Institute via E-mail/Fax (Weight/ P.O. No./ No. of Packages/ Supplier etc./ Type of Cargo (perishable & dangerous goods).
- Clearance and Transportation of voluminous materials and heavy packages, dangerous and hazardous materials including Radioactive Materials.
- Special care is to be taken by the clearing agents in handling hazardous/perishable goods and the cold chain / dry ice environment, if required for such perishable goods would have to be arranged by the agency. All the statutory formalities, safety precautions, rules and regulations of port and customs must be complied with.
- Prompt communication through telephone, fax and Email etc. to ensure quick clearance.
- Any other service needed regarding clearance (as required).
- The cleared consignments will have to be delivered during office hour only as far as possible and practicable **manpower/laborers required for unloading / shifting / moving of consignments will have to arrange by the agent at his own costs which will be reimbursed by the Institute after due verification and proper submission of supporting documents / bill.** The agency must have the facility for storing the consignment, which could not be transported to Bose Institute, Kolkata immediately. In case of the items has to be kept in cold storage, such facility should be provided / arranged.
- Unloading and distribution of consignment(s) at the institute will be the agent responsibility and unloading should be made in the presence and supervision of the Institute staffs.
- All procedural formalities for export of equipments/spares & accessories for replacement or repair purpose / warranty replacement have to be undertaken by the agency.



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- Any loss/damage sustained to the Institute due to any act or omission on the part of the CHA or his men will have to be made good to the Institute by the CHA.
- The clearing agent shall render all or any of the service stipulated and as directed from time to time by Bose Institute. If the clearing agents fails at any time to render all or any of the services under the contract satisfactorily in opinion of Bose Institute authority (whose decision shall be final and binding on the clearing agent) they may at their option get the work done by other parties at the risk and cost of the clearing agent.
- **Prompt delivery of consignment to the specified locations / end user as per purchase order of Bose Institute after Customs clearance.**
- **Bose Institute shall not be liable to pay any amount on account of demurrage charges.**
- **The clearing agent should provide through email the scanned copy of BoE pertaining to every consignment (Cargo and Courier mode) to Bose Institute within 2 days of the clearing of the concerned consignment as this is the mandatory document to be submitted to bank as per the directives of RBI.**
- **On Award of contract the clearing agent should acknowledge and give his acceptance within five working days from the date of Award of Contract. After successful award of contract if the agency denies / fails to accept the work order within the stipulated period EMD will be forfeited.**
- **The selected agencies have to enter into an agreement with Bose Institute within 15 days from the date of acceptance of work order.**
- **Bose Institute reserves the right to cancel the agreement at any stage during the tenure of the contract due to unsatisfactory performance and / or violation of any of the contract terms and conditions by giving a notice of 1 month.**
- **The clearing agent shall furnish a Performance Bank Guarantee for Rs. 1.0 lakh within 21 days from the date of acceptance of work order from any commercial bank in favour of Bose Institute, which should remain valid for entire contract period plus 60 days. The Bank guarantee will be revoked in favour of Bose Institute when:-**
- **Performance of clearing agent is not satisfactory**
- **Clearing agent violates the terms and condition of the contract**



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SECTION – IV

INSTRUCTION TO THE BIDDER

- 1) **SINGLE BID PER BIDDER:** Each bidder shall permit to submit only one bid either by himself or as a partner in joint venture. If a bidder or if any of the partners in a joint venture participate is more than one bid, the bids are liable to be rejected.
- 2) **TENDER PROCESSING COST:** The bidder shall bear all cost associated with the preparation and submission of his bid and the Institute will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process. In no case such costs shall be reimbursed by the Institute.
- 3) **CLARIFICATION OF TENDER DOCUMENT:**
 - a) The bidder shall check the pages of all documents against page number given in indexes before submission of their bid and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the Office of the Registrar, Bose Institute in writing.
 - b) The tender document comprises of following :
 - i) Notice of the Invitation of Tender
 - ii) Eligibility Criteria for bidders
 - iii) Scope of Work
 - iv) Instruction to bidders
 - v) Terms and Conditions of the Contract
 - vi) Undertaking of Bidders
 - vii) Technical Bid – Bidder Profile (Annexure –I)
 - viii) Financial Bid (Annexure – II)
 - ix) Check List for Technical Bid (Annexure – III)
 - x) Form of Undertaking (Annexure – IV)
 - xi) Performance Bank Guarantee (Annexure – V)



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- c) The bidder is expected to examine all instructions, forms, terms and conditions in the Tender document. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of his bid. The bidder shall not be permitted to make any alteration, erasure or obliteration to the text of the tender document.

4. PREPARATION OF BIDS:

- a) The bidder shall submit the bid in sealed envelopes clearly marked with the name of the tender on or before the date given in the "Notice Invitation to Tender".
- b) One copy of the tender document and Addenda if any, thereto with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.

5. SUBMISSION OF BIDS:

- a) The bidder shall submit their offer in three separate envelopes (i) EMD & Tender Fees, (ii) Technical Bid, (iii) Financial Bid. All these three envelopes must be sealed, stamped and put in bigger envelope duly sealed and super-scribed as "Tender for appointment of Customs House Agent (CHA)".
- b) The sealed cover of the bid must consist of the following documents:
 - (i) Envelope No.1: EMD & Tender Fees
 - (ii) Envelope No.2: Technical Bid as per the prescribed format in original with copies of documents as per the check list and eligibility criteria.
 - (iii) Envelope No.3: Financial Bid as per prescribed format in original.
 - (iv) Conditional offers/bids will be summarily rejected.

6. BID SECURITY/EMD (Non-Interest bearing)

- (i) The bidder shall deposit **Bid Security** (Earnest Money Deposit) of **Rs. 50,000/-** in the form of Demand Draft (DD)/Bank Guarantee (BG) issued by a Nationalised Bank in favour of "Bose Institute" and payable at Kolkata along with the Tender Document.
- (ii) If the successful vendor fails to acknowledge the order within the specified time period as mentioned in the work order or refuses to take up the job even after issuance of work order their bid security / EMD will be forfeited.
Bid securities of unsuccessful bidders will be returned (without interest) within 30 days from the date of award of contract. Any tender not accompanied by Bid Security shall be rejected.



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- (iii) Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity in that case the penalty will be stipulated for breach of contract as per Indian contract rule.
 - (iv) Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the contract or fail to furnish the required Performance Bank Guarantee within due time specified by the Institute.
7. **Fidelity Bond:** The selected CHA's will have to submit a fidelity bond of Rs. 10,000/- (Rupees ten thousand only) as safeguard for safe and damaged free shipment at Bose Institute.
8. **VALIDITY OF TENDER:** The tender must remain valid and open for acceptance for a period of 90 days from the date of opening of technical bid.
9. **LATE AND DELAYED TENDERS:** Bids must be received in the Institute at the address specified above not later than the date and time stipulated in the Bose Institute. The institute may, at its discretion extend the deadline for submission of bids in which case all rights and obligations of the Institute and the Bidder will be the same.
10. **BID OPENING AND EVALUATION:**
- (i) The authorized representative of the Institute will open the Pre-qualification/Technical Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time. They must bring proper authorization from their firms/agency or any other proof of their employment at the time of opening of the bids failing which they will not be allowed to participate in the opening process.
 - (ii) All supporting documents in respect of the Bid must be submitted duly self-attested by the person signing the bid and original documents may be verified before opening the financial bid, if required. The Institute reserves the right to verify those original documents from the Authorities independently who have issued such documents for the purpose of this tender.



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11. EVALUATION OF TECHNICAL BID:

- a) The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.
- b) The bidder must produce the original documents towards the eligibility/qualifying criteria on the date of opening of the tender for verification. Besides the Institute reserve the right to verify the document so submitted from those Institute/organizations who have issued such certificates.
- c) The eligibility criteria as mentioned under Section II will form the basis for technical evaluation and bidders who meet up all the criteria will be declared to be technically compliant.

12. EVALUATION OF FINANCIAL BID:

- a) Financial bids of only the technically qualified bidders will be opened for evaluation in presence of qualified bidders with prior intimation.
- b) Based on the quoted service charge / Agency Commission, the Institute will prepare a panel of CHA as per requirement. For the same service charge / Agency Commission preference will be given to the bidder with more experience in Research Institutions.
The decision of the Institute in this regard shall be final and binding.

13. RIGHT TO ACCEPTANCE OF BID AND TO REJECT ANY OR ALL BIDS:

- a) The Institute is not bound to accept the lowest bid or any bid and may at any time by giving notice in writing to the bidders terminate the tendering process.
- b) The Institute may terminate the contract if it is found that the agency is black listed on previous occasions by the any of the Institutes/Institutions/Local Bodies/Municipalities/Public Sector Undertakings (PsU)/Central Govt./Central Autonomous Bodies, Statutory Bodies/State Govt., etc.
- c) The Institute may also terminate the contract in the event the successful bidder fails to furnish the performance Bank Guarantee or fails to execute the agreement.

14. PERFORMANCE BANK GUARANTEE (Non-Interest Bearing):

- The successful bidder shall be required to furnish a performance bank guarantee (PBG) within 21 days of receipt of "work order" for an amount of Rs. 1.00 lakh in the form of an Account Payee DD or Bank Guarantee from a Nationalized Bank in favour of "Bose Institute" and payable at Kolkata.
- The Performance Security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the agent accordingly.



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15. FORFEITURE OF PERFORMANCE BANK GUARANTEE (PBG) : Failure of the successful bidder to comply with the requirement of the work order shall constitute sufficient ground for the annulment of the award and forfeiture of bid security.

16. FORCE MAJEURE:

- (i) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Agency and Institute. Such events may include, but are not limited to, acts of the Institute either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (ii) If a Force Majeure situation arises, the Clearing Agent shall promptly notify the Institute in writing of such conditions and the cause thereof with documentary evidence. Unless otherwise directed by the Institute in writing, the Clearing Agent shall continue to perform its obligations under the contract as far as it is reasonable.

17. ARBITRATION: Any dispute and or difference arising out of or relating to this contract will be resolved through mutual discussion of the authorities' representatives of the concerned parties. However, the decision of the Director of the Institute is final and binding.

18. JURISDICTION: The court at Kolkata shall have the exclusive jurisdiction to try all disputes, if any arising out of this agreement between the parties.



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SECTION – V

TERMS & CONDITIONS

- 1) **Award of Contract Period:** The contract agreement shall be awarded for two years renewed annually. The same may be extended subject to satisfactory performance of the agency. If the agency wants to terminate the contract at least three (03) months prior notice is to be given to the Institute.
- 2) **Urgent clearance for perishable consignments:** In case where the consignments arrived at customs house are highly perishable in nature / dry ice shipments at the storage place at the airport/foreign post office, on its arrival clearing agent shall undertake the job of clearance within the day and deliver to Bose Institute at the earliest possible time. In-case perishable consignment is damaged on account of delay in processing or transportation, the agent will be held responsible for the damage and the loss will be recovered from the payment due.
- 3) **Re-export and re-import:** The CHA may be arranged to export certain items for repair or replacement under warranty obligation, which may be re-imported after repair. The CHA should undertake completion of all the formalities with the customs authorities for this purpose.
- 4) **Safe custody of duty exemption Certificate (DEC):** The CHA shall be responsible for safe custody and proper use of DEC provided to CHA by Bose Institute.
- 5) **Close liaison and Co-ordination with Bose Institute:** (i) The CHA shall maintain close liaison regularly with Bose Institute (ii) They shall arrange collection of clearance documents whenever telephonically informed or other mode of communication received from Bose Institute. (iii) They 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. (iv) The CHA shall arrange one of its authorized representative/employees to be in contract with concerned staff of Purchase Department of Bose Institute. The representative of CHA shall make all necessary arrangements in advance for proper handling and delivery of consignments at the destination/site for installation.
- 6) **Physical Inspection of shipment packages:** It is incumbent on CHA to carefully examine all the packages marked for customs examination of each consignment with the respective invoices and packing list etc. If at the time of physical examination of the consignment, any damage or loss of goods are noticed, the same shall be immediately brought to the notice of Bose Institute.
 - a. **Excess payment of customs duty:** The CHA is required to actively follow-up cases of recovery of excess customs duty, if any, paid to customs.



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- b. Full customs duty exemption:** The CHA should be fully conversant with the customs rule and regulation and arrange clearance those consignments have fully customs duty exemption as per customs HS code.
- c. Maximum amount of Customs duty:** The CHA can pay the statutory customs clearance charges on behalf of Bose Institute and get it reimbursed from Bose Institute through the bills after clearance and receipt of consignment at Bose Institute.
- d. General Services:** Bose Institute, Kolkata expects that CHA should have good reputation in the market, must have good reports with the customs authorities to avoid/minimize delay in custom clearance and not refer petty matter to Bose Institute.
- e. Other charges:** All statutory charges not mentioned in the format of rates etc. will only be paid or reimbursed on the production of the original receipts/voucher for the same.
- f. Delivery of consignments and arranging labour for Unloading:** The CHA shall arrange delivery of the consignments at the earliest possible point of time. Delivery should be completed during working hours, as far as possible. In respect of perishable/urgent consignment (as intimated by Bose Institute), Bose Institute will accept delivery beyond office hours and on all holidays with prior intimation of the competent authority. They shall arrange requisite manpower for unloading, shifting, or moving of the consignments at respective laboratories of Bose Institute.
- g. CHA not blacklisted by or in dispute relating to service with any organization:** The CHA should not have been blacklisted by any Government organization. CHA should also not be involved in any kind of service related dispute with any client organization. An undertaking to this effect should be enclosed. Non-disclosure of such information will result in termination of this contract without any notice, imposition of penalty to the extent of damage incurred during the subsistence of contract and also recovery of the outstanding amount.
- h. Customs query:** The CHA shall address all the necessary information that may be required for answering customs queries. In case of any clarification from Bose Institute, the queries should be communicated immediately. Terminal & storage charges and any damage of the item incurred on account of delay in communicating the queries to Bose Institute shall be borne by CHA.
- i. Submission of clearing bill:** The CHA shall tender pre-receipted bill in case to case basis for service provided to Bose Institute. Bill should be submitted in proper format along with checklist and original documents in support of claims.
- j. Payment of bills:** Bose Institute shall make every effort to examine and arrange payment of bills as fast as possible on receipt of the pre-receipted bill with all the relevant original supporting documents. However, delay in settlement of payments shall not be accepted as valid ground for CHA to delay clearance.



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SECTION – VI

UNDERTAKING BY THE BIDDER/TENDERER

1. WE AGREE THAT WE SHALL COLLECT NECESSARY DOCUMENTS (BRO, CATALOGUE, NOC, CDEC ETC.) REQUIRED FOR CLEARING OF CONSIGNMENT BOTH FROM AIRPORT AND SEAPORT BY DEPUTING OUR REPRESENTATIVE TO BOSE INSTITUTE AS AND WHEN REQUIRED. DELAY FOR THE SAME WILL BE ON OUR ACCOUNT.
2. WE AGREE TO CLEAR THE CONSIGNMENT WITHIN STUPULATED TIME ON ARRIVAL OF THE SHIPMENTS FROM AIRPORT/SEAPORT IN KOLKATA AFTER RECEIVING SHIPMENTS INFORMATION AND DOCUMENTS FROM THE INSTITUTE AND IT WILL BE DELIVERED TO THE PREMISES OF BOSE INSTITUTE. IN CASE OF PERISHABLE ITEMS, IT WILL BE DELIVERED WITHIN MINIMUM TIME WITH PROPER ARRANGEMENTS.
3. WE AGREE TO PAY THE APPROPRIATE AMOUNT OF CUSTOMS DUTY FOR ALL CONSIGNMENTS AT THE TIME OF CLEARANCE FROM AIRPORT/SEAPORT IN KOLKATA. IN ADDITION, OTHER ALLIED CUSTOMS CLEARANCE CHARGES ALSO AND IT'S REIMBURSEMENT WITH IN 30-45 WORKING DAYS (EXCLUDING COURIER TIME) AGAINST CHALLAN. WE SHALL SUBMIT ORIGINAL BILLS ALONG WITH THE PAID CHALLANS FOR REIMBURSEMENT OF CUSTOMS DUTY AND OTHER CLEARANCE CHARGES SO PAID WITHIN ABOVE WORKING DAYS.
4. WE AGREE THAT WE SHALL NOT CLAIM ANY PENALTY AND DEMURRAGE CHARGES (IF ANY) IF PAID BY US AT THE TIME OF CLEARANCE FOR THE SHIPMENTS IF AS PER FAULT BY US. HOWEVER, PROVIDED JUSTIFIED REASONS BEHIND ANY PENALTY AND /OR DEUMMARGE CHARGES PAID DUE TO OTHER REASONS NOT FAULT OF US FOR REIMBURSEMENT OF THE SAME, OTHERWISE DEMURRAGE AND/OR PENALTY WILL NOT BE ENTERTAINED BY THE INSTITUTE.
5. WE AGREE TO PROPERLY MONITOR & CLEAR THE CONSIGNMENTS SHIPPED BY CONSOL WITHIN DEMURRAGE FREE PERIOD. IF THE INTIMATION AND DOCUMENTS



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6. RECEIVED IN ADVANCE, WE SHALL NOT CLAIM ANY DEMURRAGE.
7. IN CASE THE CARGO IS RECEIVED IN SHORTAGE/DAMAGED CONDITION/SHORT LANDING CARGO WE SHOULD REQUIRE TO FILE SHORTAGE OR DAMAGED OR NOT FOUND OR NOT TRACEABLE CARGO NOTICE WITH AIRPORT/SEAPORT AUTHORITIES AND OBTAIN NECESSARY CERTIFICATE FROM THE AIRLINE WITH THE CONCERNED AUTHORITIES UNDER INTIMATION TO BOSE INSTITUTE, KOLKATA.
8. DURING TRANSPORTATION ANY LOSS/DAMAGE IS THE SOLE RESPONSIBILITY OF CLEARING AGENT. IN THAT CASE WE HAVE TO PROVIDE LOSS/DAMAGE CERTIFICATE IMMEDIATELY.
9. WE AGREE THAT WE SHALL SUBMIT THE ORIGINAL HOUSE AIRWAY BILL/ BILL OF LADING, COPY OF MASTER AIRWAY BILL, CUSTOMS SIGNED INVOICE, BILL OF ENTRY BOTH IMPORTER'S COPY AND EXCHANGE CONTROL COPY ALONGWITH THE CLEARING CHARGES BILL WITHIN FIFTEEN DAYS OF CLEARING OF THE SHIPMENT.
10. WE SHALL SUBMIT PERFORMANCE BANK GUARANTEE FROM ANY NATIONALISED BANK OF **RS. 1,00,000 (RUPEES ONE LAKH ONLY)** VALID AT LEAST 38 MONTHS FROM THE DATE OF CONTRACT PERIOD, IF THE CONTRACT IS AWARDED IN OUR FAVOUR.
11. WE AGREE THAT, WE WILL NOT DETAIN/WITHHOLD ANY CONSIGNMENT OF BOSE INSTITUTE, KOLKATA BEFORE OR AFTER THE CLEARANCE UNDER ANY CIRCUMSTANCES.
12. WE HAVE NO OBJECTION, IF INSTITUTE APPOINT SOME OTHER CLEARING AGENT DURING THIS CONTRACT FOR SMOOTH WORKING/FUNCTIONING.
13. WE ACCEPT ALL THE TERMS & CONDITIONS OF YOUR TENDER DOCUMENTS.

**TECHNICAL BID
BIDDER'S PROFILE**

Due date for tender:

Opening date & Time:

1. Name, address of firm/agency and :.....
Telephone, Fax & Email numbers :.....
.....
.....
.....
2. Registration No. of the firm/agency :
3. Name, Designation, Address and :
Telephone No. of the Authorized
Person of firm/Agency to deal with.
4. IATA validity upto :
5. Registration with Indian Customs :
House Kolkata as clearing agent (min.
5 years)
6. PAN card No. :
7. GSTN No. :
8. Details of Bid Security (EMD)
deposited amount Draft No. & date :
9. Annual turnover (Rs. in Lakhs) : (a) 2015-16 :
(b) 2016-17 :
(c) 2017-18 :
10. Trade License Certificate :
11. Experience (in years) :
12. TRA License :
13. Bank Solvency Certificate :
(upto 31.3.2019)

Declaration by the bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

**(Signature of the bidder)
Name and Address (with seal)**

FORMAT FOR PRICE BID

ANNEXURE – II

(RATES SHOULD BE QUOTED IN THE PRESCRIBED FORMAT ONLY)

Sl. No.	Description/Head	Charge / Rate (Rs.)
1.	Bill of Entry Processing/ documentation Charges : (i) Air (ii) Ocean/Sea LCL (iii) Ocean/Sea FCL	To be quoted
2.	Transportation Charges: (a) Taxi / Small vehicles & (b) Medium Vehicles. From Airport, Kolkata & Dock yard to Bose Institute premises : 1. Centenary building : 2. Main Campus : 3. Unified Academic Campus : 4. Madhyamgram Exptl. Farm: 5. Shyamnagar Exptl. Farm : 6. Falta Exptl. Farm : 7. Darjeeling Campus:	Both are to be quoted for (a), (b), separately in respect of delivery to different premises.
3.	Labour charges for loading and Unloading 1. Upto 50 Kgs. 2. 51 Kgs to 200 kgs 3. 201 Kgs to 500 Kgs 4. Above 500 Kgs	To be quoted
4.	Agency commission : (i) Min. charges on Air Cargo & Ocean/ Sea Cargo (ii) Max. charges on Air Cargo & Ocean/Sea Cargo (iii) Agency Commission in % on Air cargo (iv) Agency Commission in % on Sea cargo	To be quoted
5.	Govt. formalities i.e., Guarantee/ Undertaking / Bond formalities and cancellation of the same for perishable goods	To be quoted
6.	Port Charges, Octroi, statutory charges, etc.	At actual against documentary evidence

I confirm that I will follow the relevant rules & regulations in force and applicable from time to time for the purpose of enlistment as CHA(s) by Bose Institute, Kolkata.

I certify that the information furnished above is true and correct.

Date :

Place :

Name & Address (with seal)

Full Signature of the Bidder

Check List for Technical Bid

Sl. No.	ITEM/CLAUSE	Yes/No	Page No.
1.	Whether the rates have been quoted as per the formats enclosed with our tender documents?		
2.	Whether the attested copies of valid permanent custom license (CHA) in the name of quoting firm applicable in Kolkata Airport/Seaport enclosed with your quotation?		
3.	Whether the quoting firm has valid IATA membership and copy of certificate has been submitted.		
4.	Is quoting firm registered with Indian customs house Kolkata as clearing agent?		
5.	Whether the quoting firm has executed customs clearance work during the last five years in any Scientific Educational Research Institution & R&D organizations like IIT, CSIR Labs, ICAR, ICMR, DST, Educational Central Universities etc..Or Govt. Deptt./PSU. Is documentary evidence/certificate about satisfactory completion of the work with these organizations enclosed with their complete mailing address and telephone numbers?		
6.	Whether the firm has submitted Tender Fees of Rs. in the form of Account Payee Demand Draft/Bank Guarantee along with the technical bid.		
7.	Whether the firm has submitted no bearing interest and refundable EMD of Rs. in the form of Account Payee Demand Draft/Bank Guarantee along with the technical bid.		
8.	Copy of the PAN Card.		
9.	Copy of the registered with Goods and Service Tax Authorities.		
10.	Copy of RTA License		
11.	Proof of local address at Kolkata.		

Price Bids of only those firms will be opened who fulfill our terms & conditions for technical bid and attached documentary proof as the eligibility criteria and checklist.

(Signature of the Bidder)
Name & Address (With seal)

UNDERTAKING

(TO BE PRINTED ON A LETTER HEAD OF THE AGENCY)

**To
The Registrar (Officiating),
Bose Institute
P-1/12, CIT Scheme, VIIM
Kolkata – 700 054**

**Subject : Submission of undertaking for providing service of clearing agent in Bose
Institute vide tender notification No. dated**

Dear Sir,

We, the undersigned, are submitting our bid for providing service of customs clearing of consignments in your Institute in accordance with your Tender Enquiry No. dated

We hereby declare that all the information and statement made in this bid are true and we accept that any misinterpretation or false information/documentation contained in it may lead to our disqualification.

We accept all the terms and conditions of this tender document and we are not deviating from your terms and conditions. Our bid is binding upon us. We understand that Bose Institute is not bound to accept any bid.

Yours sincerely,

Authorized Signature in full and initials

Name and title of Signatory: _____

Name of Bidder: _____

Address : _____

Telephone (Office): _____

Fax: _____

Email: _____



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BID SECURITY FORM

(To be executed by a scheduled Bank in India on non-judicial stamp paper)

To

The Director,
Bose Institute,
P-1/12, CIT Scheme-VII/M,
Kolkata - 700054 (W.B.) India

Dear Sir,

Whereas (Name and address of Bidder) (hereinafter called "the Bidder") in response to your Tender Notification No. ----- dated ----- is submitting its bid for the supply of (Name and/or description of the goods) (Hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE (Name of bank) of (Name of country), having our registered office at (Address of bank) (Hereinafter called "the Bank"), are bound unto **Director, Bose Institute, Kolkata, INDIA** (Hereinafter called "the Purchaser") for the sum of (Amount of the Guarantee in Words and Figures) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20 ____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity;
3. Fails or refuses to execute the Contract Form if required; or
4. Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.
5. This guarantee is valid up to(six months from date).

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

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

Date:
Place:
(Complete Address/Contact Details with Tel./Fax/email etc)

Signature.....
Seal of Bankers

Witness: 1. 2.



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PERFORMANCE SECURITY FORM

(To be executed on a Nationalised Bank in India on non-judicial stamp paper)

To
The Registrar (Officiating),
Bose Institute,
P-1/12, CIT Scheme-VII/M,
Kolkata – 700054 (W.B.) India

Dear Sir,

Sub: Your Contract No. -----dated -----for

1. You have entered into a contract with reference no as given above with _____ (herein after referred to as the contractor) for clearing the shipment of _____ (herein after referred to as stores) for the price and on the terms and conditions contained in the said contract.
2. In accordance with the terms of said contract, the contractor has undertaken to produce a bank guarantee for Rs. _____ (Rupees _____ only) being 10 % of the total value of the award of contract supplied to you, for the due fulfilment of its obligations to you for due performance as per the contract during contract period.
3. In consideration thereof, we hereby expressly, irrevocably and unconditionally undertake and guarantee as principal obligator on behalf of the contractor that in the event you submit a written demand to us that the contractor has not performed according to the contractual obligations included in the said contract, we will pay you on written demand, without demur and without reference to the contractor any sum up to a maximum amount of Rs _____ (Rupees _____ only). Your demand shall be conclusive evidence to us that such payment is due under the terms of the said contract. Payment by us to you will be made within thirty (30) days from receipt of your request making reference to this guarantee and on demand.
4. This guarantee shall not be revoked without your express consent and shall not be affected by your granting any indulgence to the contractor, which shall include but not be limited to postponement from time to time of the exercise of any powers vested in you or any right which you may have

against the contractor and to exercise the same in any manner at any time and either to forbear or to enforce any covenant contained or implied in the said contract or any other course or remedy or security available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising any of your rights with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on your part or any other indulgence shown by you or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving our Bank from its obligation under this guarantee.

5. Notwithstanding anything herein contained, our liability under this guarantee is restricted to Rs _____ (Rupees _____ only) and the guarantee shall remain in force up to and including the _____ day of being reported to us by you and returned to us duly discharged.

6. Unless a demand or claim under this guarantee is made on us in writing on or before the aforesaid expiry date as provided above or unless this guarantee is extended by us all your rights under this guarantee shall be proscribed and we shall be discharged from the liabilities hereunder.

7. This guarantee shall not be affected by any change in the constitution of our Bank or of the contractor or for any other reason whatsoever.

Date: _____ Signature.....

Place: _____ Seal of Bankers

(Complete Address/Contact Details with Tel./Fax/email etc)

Witness:

1.

2.