

**ICAR-INDIAN AGRICULTURAL RESEARCH INSTITUTE
NEW DELHI – 110012**

No.69-9/19-20/ST

Dated : 18.1.2020

**Last date for submission of e-Tender : 11-2-2020 at 11.00 am
(Online through CPP portal)**

Time of opening : 12-2-2020 at 11.00 am

INDIAN AGRICULTURAL RESEARCH INSTITUTE New Delhi which is one of the prestigious Institute in the field of Agricultural Research, invites online tenders with wax / tape/ company seal for the appointment of consolidation -cum- clearance agent for a period of ONE YEAR extendable for two years on year to year basis on mutual consent basis subject to performance review by the Institute for the import / export of consignments from foreign country to IARI by sea shipment under consolidation from the parties dealing with custom clearance, import & Export handling and international freight forwarding under consolidation.

Only the tenderers engaged both in customs clearance and consolidation should submit their tenders. Following jobs shall fall under the scope of the consolidation -cum custom clearance contract.

I. Customs clearance of imported consignments from any ICD at sea port.

- a) Custom clearance of the consignment including all the stages of customs clearance obtaining Non- delivery certificate / short landing certificate in case the materials are short delivered by shipping and lodging of claims with them immediately on behalf of ICAR-IARI. Arranging insurance survey at port in case of damages to the consignment. Immediate delivery of consignment at ICAR -IARI, after custom clearance.
- b) Any other job in connection with the clearance of goods from customs clearance of IPP parcels from customs / foreign post office New Delhi.
- c) Clearance of consignments from any ICD sea port.

2. Consolidation of the consignments being imported from throughout the world

- Complete monitoring and supervision of the movement from the date of order /LC and regular feed back on the progress of order to ICAR- IARI. In case the same is not received before landing of the consignment the delay in clearance will be on the part of the clearing agent and the respective amount of demurrage will be recovered from the bill.

- To provide timely information (pre-alert) regarding dispatches and other relevant information to ICAR- IARI.
- To facilitate specialized packing from all kinds of materials as per the shipping specifications and international packing standards.
- Transportation of special projects materials voluminous
- Extensive communication through telephone, tele fax and Email etc.
- Any other service needed regarding consolidation from time to time.

TERMS & CONDITIONS

- (a) Online tender must be sent .BOQ for quoting the rates are attached. The rates must be quoted as per the enclosed BOQ in the following manner apart from furnishing the check-list (enclosed format):
 - (b) **Clearance charges:** The rates must be quoted on BOQ.
3. The tenderer/ their counterparts must have its own arrangements of warehousing, insurance, pick up and delivery by road within the country and also in the exporting country. Details of these facilities in India should be given for proper evaluation.
 4. Consolidator will be responsible for the safety of the cargo in all circumstances and handling complete & proper papers whether it may be either import or export consignment. In the event of non availability of invoice or other relevant papers if consignment incurs demurrage or penalty, the consolidator shall be solely responsible.
 5. Pre- shipment advises must be intimated well in advance. A weekly statement showing consignments shipped during last week & the proposed shipment during the next week should be submitted invariably.
 6. Consignment must be cleared from customs within three days by the consolidation cum clearing agent. The documents to this effect should be collected from us forthwith or in advance. The objective of consolidation cum clearance contract is to eliminate the demurrage charges. The quoted party should confirm that they will not allow any demurrage to incur. No demurrage will be paid by ICAR- IARI except in rare case, where the decision of Director, ICAR- IARI will be final whether to pay demurrage or not in that case.
 - 7.(a) Transportation charged of the items/ equipment must be actual on way bill of the registered transportation.
 - (b) List of documents requires for clearance/ reimbursement of bill must be mentioned specifically.

8. Shipment will be made from the nearest sea port of the supplier. However, if the location of the counterpart of consolidator is far from the location of our supplier, ICAR- IARI shall have the option to get the consignment shipped through supplier or IARI's consolidation. The consignment will be handed over by the supplier to the consolidator at the nearest seaport for onward shipment to India (Delhi). Only seafreight charges shall be payable to the consolidator from the departure seaport to the final destination i.e. Delhi of India.
9. **The Tender without following documents will not be considered at all :**
- i) **the photocopies of Valid permanent customs licenses as CHA in the name of the bidder, failing which tender will not be considered.**
 - ii) **GST registration & Pan copy.**
 - iii) **The party should be registered with the custom department as a consolidator / Freight forwarder.**
 - iv) **EMD of Rs.20,000/-(Rupees twenty thousand only) in the shape of demand draft/FDR/Pay Order/Bank Gurantee from commercial bank in favour of Director, IARI, New Delhi pay able at New Delhi valid upto 45 days after bid validity period. The tender received without EMD shall not be considered & will be summarily rejected, which may please be noted. The EMD of unsuccessful tenders would be refunded on finalization of the contract.**
 - v) **The offer must accompany name and complete address of all associates located in different countries along with names, phones, and telex and e-mail numbers of contract person**
 - vi) **The tenderer or its principals / counterparts must be a member of international shipping association and should be accredited by the customs for customs clearance as CHA. The authority letter from the principal company / counterparts must be submitted with the offer.**
 - vii) **Firm should also be registered with the Indian Customer as consol Agent Sister concerned/ Authorized Party certificate shall not be acceptable.**
 - viii) **CHA must be registered in Custom House.**
 - ix) **The Bidder should have facility for custom clearance at Delhi, for sea cargo & foreign post office.**
 - x) **The tenderers are required to submit a certificate with tender that their firm has not been black listed/suspended of by any Government /Autonomous Organization.**

10. The successful tenders will have to submit a bank guarantee of Rs.50,000/- from a nationalized bank as security, which should be valid at least for 14 months (One year of contract +60 days) from the date of contract. The same BG will be refunded / returned after successful completion of contract. However, the Director, ICAR- IARI will have the discretion to order for the forfeiture of deposit for any breach of contract.
11. No interest on EMD and performance Security will be paid by the Institute.
12. The charges towards sea freight, custom duty upto the prescribed limit, demurrage charges (if any in rare case) and clearance charges will be paid at the earliest after receipt of goods after clearance and submitting the bill to IARI. Initially, all such charges involved in the consolidation and clearance etc. shall be paid by the contractor on behalf of ICAR- IARI, irrespective of the fact whether the consignment has come through their consolidation or not.
13. The rates should hold good during the currency of contract.
14. The successful bidder shall handle sophisticated and valuable consignment, hence the bidder shall have to furnish a fidelity guarantee bond for an amount of Rs. 1.00 (one Lakh) in favour of Director, IARI, New Delhi to safeguard the interest of ICAR- IARI in the event of any loss to IARI due to any act of omission and commission by the firm.
15. The successful tenderer will have to give an undertaking that no consignment of ICAR -IARI will be detained / withheld by them before or after the clearance under any circumstances.
16. The bidder shall have to bear the applicable customs duty upto Rs.1,00,000/- on behalf of ICAR -IARI which will be reimbursed to the bidder along with the bill. In case the amount of customs duty is more than Rs.1,00,000/- the party shall intimate to ICAR-IARI about the applicable duty in advance on the basis of purchase order so that the customs duty can be arranged will in advance. The payment of duty shall be made through bank directly in the name of PNB account Custom duty. Any delay in intimation to ICAR -IARI about the duty payable shall be to the account of the bidder. No plea on account of delay in arranging the customs duty shall be accepted. Any difference upto Rs. 1,00,000/- between the Bank Draft and the actual amount of duty shall be paid by the bidder at the time of clearance. In case of excess payment of duty refund shall be recovered by the bidder himself.
17. Bids of firms who have not executed any contract satisfactory, failed to execute any such contract have poor tract record shall not be considered. Misrepresentation or suppression of facts will lead to cancellation of the bid and forfeiture of the EMD.
18. Except where otherwise provide in the clauses of this contract or the execution of the same arriving during the progress of work of after the completion, abandonment there of all disputes shall be referred to the sole arbitration of a

person nominated by the Director General, ICAR and if he will unable or unwilling to act, to the sole arbitration of other person appointed by him willing to act as an arbitrator. The submission shall be deemed to be submission arbitration under the meaning of the arbitration Act 1940 or any statutory modification of re-enactment thereof for the time being in force. The award of arbitrator so appointed shall be final, conclusive & binding on all parties to this contract.

- . All disputes to be settled under New Delhi Jurisdiction.
- 19. Director, ICAR- IARI retain the right to appoint more than one CHA-cum-import Consolidator, for ICAR- IARI and its Regional Stations.
- 20. The Director, ICAR- IARI reserves the right to accept or reject any or all the tenders received, without assigning any reason.
- 21. The Director, ICAR- IARI reserves the right to terminate the contract on one month's prior notice at any time on finding the service unsatisfactory or on breach of contract.
- 22. All disputes to be settled under New Delhi Jurisdiction.
- 23. Tender may please be submitted in two bid system i.e. **technical and financial bid**. Technical bid contained required documents as per enclosed check list of Annexure-I and other financial rate must be quoted in BOQ..

Asstt.Admn.Officer (Store)

BOQ FOR QUOTING THE RATES BY TENDERERS

1.	Shipping Line container charges : 20 feet container 40 feet container 60 Feet container		
2	Custom Duty		Actual as per receipt
3	Ocean Freight charges		Actual as per receipt
4	IHC – shipping Line charges		Actual as per receipt
5	THC Charges		
6	IHC + D/o charges		
7	Local transportation charges		Actual as per receipt
8	All other statutory charges		Actual as per receipt
9	Misc. charges, if any		On prior approval

Name of signatory

Dated. _____ **Signature of authorized person** _____

Place _____ **Name of the party** _____

Name of the Person _____

Designation _____

Note: i) The offer must be submitted with the details asked for. Incomplete offer received without showing the details in the manner asked for shall not be considered & will be rejected forthwith which may please be noted.

(ii) Offer received without requisite EMD will also not be consider

CHECKLIST FOR SOME SPECIFIC TERMS & CONDITIONS(CLAUSES)

SI No.	Item/Clause	Yes/No	If No please give Reason of Deviation
1.	A copy of valid permanent custom license (CHA) enclosed in the tender		Pg. No.....
2.	Copy of registration with the custom department as a consolidator / Freight forwarder		Pg. No.....
3.	Whether requisite amount of EMD has been submitted with the offer.		Pg. No.....
4.	Whether the list of name and complete addresses of the freight forwarders/associates with Telefax/email enclosed(clause 16)		Pg. No.....
5.	Firm should also be registered with the Indian Customer as CHA		Pg. No.....
6	The Bidder should have facility for custom clearance at Delhi, for sea		Pg. No.....
7	a certificate with tender that their firm has not been black listed/suspended of by any Government /Autonomous Organization		Pg. No.....
8	Copy of GST& PAN		Pg. No.....

(Signature)

Name of party with Stamp