



CENTRAL INSTITUTE OF MINING & FUEL RESEARCH
(CSIR, Ministry of Science & Technology, Govt. of India)
H.Q.: Barwa Road Campus, Dhanbad – 826 015 (Jharkhand), India

NIT No. 13(1) CIMFR/PUR/12/03-04

May 14th, 2009

NOTICE INVITING TENDER

Sealed Tenders are invited from reputed and experienced Clearing Forwarding and consolidating agents for engagement of services at CIMFR, Dhanbad for import and export of scientific R&D equipments, chemicals etc. strictly as per the instruction and terms and conditions mentioned in the NIT.

Last Date of Submission : 08.06.2009 Time: Up to 4.00 P.M.

Date of Opening : 09.06.2009 Time: 10.00 AM onwards

Details of the Tender Document is available at www.cimfr.nic.in

' : 0326- 2388306/2388319

6 : 0326- 2296030/2381210

Officer

Stores & Purchase

Terms & Conditions

1 INSTRUCTIONS:

- **The Tenders may be submitted through the enclosed ‘Tender Form’ at Annexure-II only, along with your forwarding letter. Offers in any other format will be summarily rejected.**
 - Enclose only the relevant documents asked for in the Tender document.
 - Address your Quotation to stores and Purchase Officer clearly mentioning the Enquiry No. Due Date.
 - Please read the Terms & Conditions carefully before filling up the ‘Tender Form’.
 - The Rates should be Quoted as per Consignment/Shipment basis.
 - The offers must be submitted on or before the due date. CIMFR will not be responsible for any Postal delay. **Late Tender will be rejected.**
 - Since efficiency and services is the essence of the Job, no compromise on the Service Standard will be tolerated.
- 2 Tenders must be neatly typed and sealed. Hand written & open offers will be rejected. Cuttings, over writings, application of white fluid etc. should be avoided
- 3 The offers should be submitted as per the Tender Form enclosed at Annexure -II. Leaving any entry blank on any of the points will be treated as NIL/Not applicable.
- 4 The agency must have valid IATA & CHA licenses. It should also have FIATA membership. ACCAI membership is desirable. Copies of documents should be enclosed.

- 5 The firm must submit an EMD of Rs. 10,000 /- in the form of a Demand Draft or BG in favour of The Director, CIMFR, Dhanbad payable at SBI, Hirapur , DHANBAD in the prescribed format enclosed. EMD of the successful bidder will be returned immediately upon furnishing of PBG for RS. 50,000 /- within 21 days of award of the contract. EMD of the unsuccessful bidders will be returned after placement of order/contract.
- 6 The successful bidder will have to submit a unconditional Fidelity Bound for a value of Rs. 10 Lakhs (Rupees Ten Lakh Only) on a Rs.100/- Stamp Paper to safeguard the interest of CIMFR, in the event of any loss to the Institute (CIMFR) due to any act of omission or commission by the firm, since they will be entrusted with the responsibility of handling of valuable consignments on behalf of CIMFR. The consolidator shall be responsible for the safety of cargo in all circumstances. No equivalent advance will be paid to you against this bound.
- 7 The agency should have experience in the field of Cargo Forwarding & Customs Clearance of sophisticated equipment, perishables and hazardous/dangerous goods. The firm must enclose the list of the clients handled of having minimum five such contracts for one year and above out of which three may be preferably from any of the CSIR laboratories.
- 8 Most of our clearing job involves clearance and delivery of equipments and spare from Kolkata airport. The perishable consignment will have to be got cleared from Customs within 24 hours from the date of arrival of the consignment.
- 9 The firm may also be required to export certain items for repairs, which will be re-imported after repair and re-exported the rejected Equipments. The firm should do all the procedural formalities with customs for this purpose and quote the rates in lump sum. Similarly the firm will also be required to actively follow cases of recovery of excess duty paid to customs.
- 10 Since all our orders are placed with foreign suppliers on FOB/FCA basis, your console Air freight rates must be based on FOB/FCA shipments i.e. from shipping Airports in the exporting country to

KOLKATA Airport. Accordingly inland handling/forwarding charges in the exporting country shall not be payable.

- 11 The order copy will be sent to you/your foreign associates to follow up with the foreign supplier to ship the goods within delivery schedule.
- 12 a) The agency should have network of cargo forwarding/consolidating agents in at least 20-25 countries viz. USA, UK, Germany, Japan, France, Switzerland, Hong Kong, Canada, Norway, Sweden, Austria, Ireland, Singapore, Denmark, Italy, The Netherlands (Holland), etc. Rates for forwarding/consolidation should be specified with reference to the Air-India/IATA rates from respective countries of import. Where Air- India Flights are not available then IATA rates of the national airline of that country would be specified/considered. Consignment will be required to be shipped in the available consol of any airline. Under no circumstances should these rates exceed those specified in latest issue of the IATA Tact Book.
 - b) All CIMFR, Dhanbad Air-consignment are to be carried/forwarded by Air India/Indian Air lines only. In case Air India or Indian Airlines is not available any other Airlines approved by IATA may be accepted.
 - c) The latest IATA approved tariff rate chart must be attached to your offer.
- 13 Inspection Facility: The firm may also be required to carry out or arrange to carry out the inspection (arrangement of third party inspection reports) of the ordered material at the country/port of shipment/supplier's premises and also the inspection of the packing/labeling/markings etc. (as per international packing standard & norms) on behalf of the CIMFR, Dhanbad *if required* in case of certain shipments. The firm should be equipped to do so. Charges towards the same may be Quoted separately, if any.
- 14 Safe custody of consignments cleared is the responsibility of the agency until it is delivered to Stores, CIMFR, Dhanbad. The agency must have the facility for storing the consignment, which could not be transported to CIMFR, Dhanbad as soon as the custom clearance is made. In case the item has to be kept in clod storage, such facility should be provided/arranged.

- 15 a). All charges including Customs Duty, Entry tax , demurrage, (if any), and transportation from Kolkata to Dhanbad (or to any place in India), etc. shall have to be paid by the C&F Agent in the first instance and may be claimed afterwards. However in case of high value consignment only, the Customs Duty (more than Rs. One Lakh) may be paid in advance by CIMFR (minimum 15 days prior arrival of the consignment). If agreed the DD/cheque will be drawn in the name of Customs Deptt only. Any additional differential amount if required has to be paid by the party and under no circumstances this should be an excuse for delayed clearance of consignment resulting in payment of any demurrage.
- b) Normally no advance payment is made to any firm, for any matter, for clearance of the consignment in special cases if approved by D`CIMFR some amount may be paid in advance for smooth clearance of the consignment but, certainly against Bank Guarantee of equivalent value. The firm shall make all payments in the first instance and raise their bill which shall be cleared within 30 days.
- c). Through it will be our endeavor to make the payment at the earliest after the receipt of the pre - receipted bills with all the relevant papers BUT sometimes release of payment could also take upto 30 -45 days from the submission of the bill. Non compliance of the same due to any reason can be reported to Director, CIMFR, Dhanbad.
- 16 All consignment after clearing have to be delivered to only CIMFR, Dhanbad(or its units situated at Ranchi, Nagpur & Bilashpur) immediately with prior intimation to the under signed.
- 17 All the consignment arriving at Kolkata Airport/Seaport are to be cleared in three working days and kept in the custody of C & F agent without waiting for Bank Release Order. Consignment may be dispatched to Dhanbad after obtaining BRO.
- 18 Adequate steps will be taken by the Agent to avoid demurrage charges on all clearance. No demurrage charges are to be borne by CIMFR, Dhanbad due to negligence of the firm, subject to force- majeure clause. If any demurrage/warfrage is paid and claimed owing to delay on the part of the C & F agent, the same will be deducted from the Agents bill.
- 19 In addition to Air/Sea consolidation and C & F services, the C & F agent shall have to provide the following:

- a) Services for timely clearance of consignment without any delay at no extra cost.
- b) Monitoring with the supplier and informing the SPO about the status of the consignment every alternate day fore-noon over telephone/fax (Contact: 0326- 2381001-10 ext. 319/326/306). Fax 0326 – 2381113/2381490.
- c) Pre-alerting CIMFR, Dhanbad before shipment is uplifted at origin.
- d) Advance information about actual arrival of consignment.
- e) Timely handling over of Delivery Order/Cargo arrival Notice.
- f) Close liaison with the Banker of CIMFR, Dhanbad.

- 20 The letter of credit copy and all import purchase orders will invariably exhibit the name of the clearing agent and its Overseas address. One copy of the L.C. and import purchase order will be dispatched to the C & F agent. A copy exhibiting names of contact persons and addresses with phone, Fax no. etc. of all your sister concerns at overseas may be attached.
- 21 Representative of the firm (preferably posted at Dhanbad) will have to visit CIMFR at-least in a week or and when required for document collection/paper work and assistance in bill processing. The representative must also be available during odd hours and holidays for the purpose, if required.
- 22 The Agent shall be responsible for safe custody and paper use of import Duty Exemption Certificate provided to him by CIMFR, Dhanbad for clearance of consignments.
- 23 The agency should not have black listed by any government organization. A certificate to this extent should be enclosed. Any such information is received later on, such a contractor/contract will be terminated without any the notice and a penalty to the extent of damage occurred during their contract period and also the amount outstanding both will be recovered from them.
- 24 Whenever any Short landing Cargo is noticed the Agent shall be required to file “Not found” or “Not traceable” notice with the Airport Authorities and obtain Not Traceable Certificate and also lodge formal claim on Airport Authorities/Concerned Airlines with all necessary documents under intimation to CIMFR, Dhanbad.
- 25 It is on the Agent to examine carefully all packages marked for customs examination of each consignment of each consignment arrived

at the airport 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 noticed, the same shall be brought to the notice CIMFR, Dhanbad immediately for arranging a Insurance Surveyor for surveying the consignment. The Surveyor's actual fees and expenses incurred on conveyance for carrying on the survey will be reimbursed to the Agent on submission of valid receipt.

- 26 Penalty: In case of any delay or negligence in fulfilling the contract terms and conditions of any nature will attract a penalty charges @ 1 % of the agency charges per day.
- 27 Termination of contract: The contract can be terminated at any time by giving one month notice in advance by either party.
- 28 Arbitration: All disputes/differences which may arise at any time will be dealt with as per the provision of Arbitration act 1940. This shall be binding on both the parties. The force majeure clause will be applicable.
- 29 The firm has to enclose this terms and conditions sheet duly signed on each sheet as a token of acceptance. Non acceptance of these will render the bid as non-responsive.
- 30 The agency should provide all the supporting documents mentioned above, failing which their bid is liable to be rejected.
- 31 Director, , reserves the right to terminate the contract any time without assigning any reason thereof.

Store & Purchase Officer

TENDER FORM

Sl. No.	Items/ Job Description	% (If Any)	Amount (Rs.)
1.	Percentage of Agency commission/ attendance charge for the C& F Job on the total assessable value of the component at kolkata Airport.%	Max. Min.
2.	Re-export Agency Commission (repair/ replacement etc.)%	Max. Min.
3.	Agency Commission. at Foreign Post Office.	In Kolkata Outside Kolkata	
4.	FREIGHT CHARGES:-		
	Ø IMPORT		
	a) As per IATA Rate (Copy to be enclosed) % age Discount on this to be specified.		
	Ø <u>INDIGENOUS</u>		Min. Max. per kg.
a)	<u>DOOR DELIVERY CHARGES/ TRANSPORTATION (FROM KOLKATA TO CIMFR, DHANBAD)</u>		
	i) By courier (of high repute) for small consignments or by your representative		
	ii) By Light Motor Vehicle (LMV) Taxi, Matador etc.		
	iii) By Heavy Motor Vehicle (HMV) full truck, lorry etc.		Must be specified per kg/km.
b)	iv) By Trailer (for high dimension and big consignments).		
	v) Any others charges (To be specified)		
	<u>CHARGES FOR HANDLING (MOVING/ LOADING/ UNLOADING CHARGES)</u>		To be specified clearly.
c)	Charges of use of crane/ Forklift or any material handling instruments. (The imported scientific equipments are highly sensitive and costly and require delicate and professional handling.)		
	<u>ANY OTHER CHANGES (DEPENDING ON THE SIZE AND VOLUME OF CONSIGNMENTS)</u>		
5.	i) Agency Commission at Sea Port, if different from Sl. No. 1		Min.

	above. ii) Any other charges of Sea Port clearance to be specified.	Max.
6.	Charges Collection Fees.	
7.	Currency Adjustment Factor, (if any)	
8.	Delivery Order Fees- for FOB/FCA Shipments.	
9.	Service Tax-with surcharge (The S.T. Registration No. to be specified)	
10.	Any other charges like C.M.C., E.D.I. documentation Fees, Fax, courier Charges, Custom examination, sealing, repacking etc. if any, may be specified clearly.	

Signature of the Authorized Person:
SEAL