



Office of Deputy Registrar (Purchase)
Indian Institute of Science (IISc)
Bangalore – 560012
(<https://www.iisc.ac.in>)

NOTICE INVITING TENDER (N.I.T.)

in e-Tender mode only on the
Central Public Procurement Portal (CPPP) of the Govt. of India
under the two-cover bid system

for

**Contracting of Custom House Agents (CHA) / Clearing &
Forwarding (C&F) Agents for Consolidation of
Consignments of Imports / Exports, Shipments from All
Over the World through Air, Sea, Cargo, Courier, Foreign
Post Office and Custom Clearance and Transportation /
forwarding up to Indian Institute of Science (IISc)**

Tender No: IISc/Purchase/CHA/2020/15

Date: 11th August 2020

Contact Details for this tender:

Deputy Registrar (Purchase)
Admin. Building
Indian Institute of Science
Bangalore - 560012

Email: chatender.purchase@iisc.ac.in

Online Tender Submission website

<https://eprocure.gov.in/eprocure/app>

1. Introduction

Established in 1909, Indian Institute of Science (IISc), having its main campus at Bangalore (Karnataka, India), is India's leading institution of advanced education and research in the sciences and in engineering. It is a Deemed-to-be-University as per Section 3 of the UGC Act 1956 under Ministry of Human Resource Development (Govt. of India). On the 11th of October 2018, the Indian Institute of Science (IISc) was notified as an Institution of Eminence (IoE) by the Govt. of India. From its beginnings, IISc has laid equal emphasis on fundamental investigations and the solution of practical problems in such a setting.

The Institute also has a new campus at Challakere in the Chitradurga district of Karnataka. The flagship project of this 1,500 acre campus has been a training programme for science teachers. This programme has now been recognized as a Centre for Excellence in Science and Mathematics Education by the Government of India.

The Institute invites bids for **Contracting of Custom House Agents (CHA) / Clearing & Forwarding (C&F) Agents for Consolidation of Consignments of Imports / Exports, Shipments from All Over the World through Air, Sea, Cargo, Courier, Foreign Post Office and Custom Clearance and Transportation / forwarding up to Indian Institute of Science (IISc) Bangalore**, for a period of Two years or more period in terms of the stipulation provided in the relevant clause of the bid document subject to cost/rates basis for the import/export of consignments, to and from all over the world by air-freight, air post parcel, courier and sea shipment under consolidation from the parties dealing in Custom Clearance, Import and Export handling and International freight forwarding under consolidation. The Bidder must be registered and have valid license from Customs Department [Central Board of Indirect Taxes and Customs (erstwhile Central Board of Excise & Customs), Department of Revenue, Ministry of Finance, Government of India] and must have a full fledged functional office (with minimum of 25 employees) in Bangalore (India). The INCOTERMS should be Ex-works/FOB/FCA/CIF/C&F/CIP/DAP etc. The bidders must have possession of Custom House Agent (CHA) License and Consolidation License and also freight forwarding license in their own name, which is a compulsory qualification for the bidders. Joint venture or consortium is not permitted.

The bids must be submitted in ONLINE mode through e-procure module of Central Public Procurement Portal (CPPP) of Govt. of India in two-cover bid system.

For any Issues or Clarifications or query relating to this tender, bidders are requested to contact the given email ID only before the pre-bid clarification date. For any CPPP related issue / technical error / server error or server failure or CPPP registration, etc. please contact CPPP authority only. Please visit, "Contact Us" page of CPPP for details.

Online Tender Submission website / CPPP Website: -

<https://eprocure.gov.in/eprocure/app>

2. Schedule of Events

Tender Publishing Date	11 th August 2020
Last Date of submission of Pre-bid clarification queries (by email only)	19 th August 2020, 5:00 PM IST
Online Pre-bid Meeting through MS-Team platform (Meeting link will be sent to only those prospective bidders, who will send queries by email latest by 19 th August 2020, 5:00 PM)	21 st August 2020, 11:00 AM IST
<p><u>Note:</u></p> <p>1. Pre-bid meeting will not be held, if significant number (minimum 3) of requests with queries from prospective bidders will not be received. In this case, reply of the query will be sent by email.</p> <p>2. The prospective bidders are required to send their query clearly. Mere request for online meeting link will not be entertained.</p>	
Deadline for online submission of bids on CPPP	7 th September 2020, 5:00 PM IST
Opening of technical bids on CPPP	9 th September 2020, 11:00 AM IST
Listing of technically qualified Bidders on CPPP	To be declared later (on CPPP)
Opening of financial bids on CPPP	
<ul style="list-style-type: none">IISc has absolute right to modify the date and time of an event or issue any corrigendum / addendum of this tender.For any amendments or corrigendum or addendum, the prospective bidders should keep watching the CPPP website only wherein, all the information in this regard will be notified.In this tender document, IISc or purchaser means Indian Institute of Science, Bangalore.In this tender document, CHA, C&F agent, firm, company, bidder, vendor etc. are used interchangeably for the bidders.For any issues or clarifications or query relating to this tender, bidders are requested to contact the given email ID (chatender.purchase@iisc.ac.in) only before the scheduled pre-bid clarification date & time. After this, no query will be entertained. Telephone calls or interim queries will not be entertained.For any CPPP related issue / technical error / server error or server failure or CPPP registration, etc. please contact CPPP authority only. Please visit, “Contact Us” page of CPPP for details. IISc will not entertain any such query. <u>Instructions To Bidder for Online Bid Submission</u> may be downloaded from CPPP website (Download section).	

3. Scope of Work

NIT for Contracting of Custom House Agents (CHA) / Clearing & Forwarding (C&F) Agents for Consolidation of Consignments of Imports / Exports, Shipments from All Over the World through Air, Sea, Cargo, Courier, Foreign Post Office and Custom Clearance and Transportation / forwarding up to Indian Institute of Science (IISc) Bangalore

The scope of the CHA and C&F services to be provided to Indian Institute of Science (IISc), Bangalore by the contracted CHA / C&F agent(s) shall include the following jobs: -

A. CUSTOMS CLEARANCE OF IMPORTED CONSIGNMENTS FROM AIRPORT AUTHORITY OF INDIA (AAI) / INLAND CONTAINER DEPOT (ICD) / FOREIGN POST & COURIER, BANGALORE / BENGALURU (KARNATAKA, INDIA) AND ANY OTHER INDIAN AIRPORT / SEA PORT

- i. The clearance of precious and delicate type of equipments, instruments and other special type of materials, including perishable chemicals, live animals etc.
- ii. Receipt of documents relating to custom from IISc Bangalore and ensuring the following;
 - a. Custom clearance of the consignment including all the stages of customs clearance.
 - b. Obtaining non-delivery certificate/short landing certificate/damage certificate in the case of materials being short delivered by Airport Authority of India (AAI), or airlines and lodging of claims with them immediately on behalf of IISc Bangalore.
 - c. Arranging insurance survey at airport / AAI in case of damages to the consignment and obtaining the damage certificate.
 - d. Immediate Dispatch / delivery of consignment to IISc Bangalore after custom clearance.
 - e. To identify the consignments of negative / banned listed & 100% Custom Duty-Free items from day to day purchase orders issued by the Institute and advice the Institute accordingly.
- iii. Any other job in connection with the clearance of goods from Customs.
- iv. Clearance and intimation of Post Parcels from Customs/Foreign Post office, Bangalore or any other city in India & delivery to IISc Bangalore.
- v. Clearance of consignments from Inland Container Depot (ICD) Bangalore and dispatch to IISc Bangalore.
- vi. Clearance of sea shipment from any port of the India and delivery of consignment at IISc Bangalore after custom clearance.
- vii. Follow-up of cases of recovery of any excess duty paid to customs / refund of fine / waive of fine or demurrage.
- viii. To provide the damage certificate to the Institute for insurance claim, in case of damaged consignment.

- ix. Clearance of consignment arrived through courier / cargo mode and payment of all kinds of charges to be paid to Customs, Airport authorities / agencies, loading / unloading, / Courier agencies etc. without asking for advance payment from IISc.
- x. Deploy one representative at IISc, Bangalore during office working hours on six days a week to coordinate with IISc persons / import-courier persons for custom clearance documents / unloading of incoming consignments / payment to courier persons and getting the courier packet, deliver to the user of IISc / loading of outgoing consignments, various documentation, paper work relating to CHA / C&F services etc. IISc will not pay any remuneration / salary to this representative. The representative must be provided a laptop, internet connection, printer, stationery items etc. by the CHA. IISc will provide a seating place with a chair. The representative must carry out activity related with IISc only. The representative must follow all security instructions / norms and rules & regulations of IISc. The representative must coordinate with our Bankers for timely release of BRO (Bank Release Order).
- xi. If a consignment (courier or cargo) arrived at any place other than Bangalore, then it will be sole responsibility of the CHA to bring it at Bangalore or get it cleared and forwarded to IISc without any additional cost.

B. CONSOLIDATION OF THE CONSIGNMENTS BEING IMPORTED FROM ACROSS THE WORLD:

- i. To ensure complete monitoring and supervision of the movement of items/documents from the date of order/letter of credit and regular feedback to IISc Bangalore on the progress of order. In case the Pre-Alert/Advance Shipping Document is not received before landing of the consignment, the delay in clearance will be on the part of Agent and the respective amount of demurrage shall be recovered from the bill. IISc Bangalore shall not be liable to pay any amount on account of demurrage/penalty charges, if intimation & documents received in advance by the Agent/contractor.
- ii. To provide timely information (pre-alert) regarding dispatches and other relevant information to IISc Bangalore.
- iii. To facilitate specialized packing for all kinds of materials as per the International Air Traffic Association (IATA) specifications and international packing standards.
- iv. Clearance & transportation of special projects materials voluminous and heavy packages, dangerous and hazardous materials including Radioactive Materials, Live Animals on priority basis.
- v. To communicate promptly through E-mail, telephone, etc., to ensure quick clearance.
- vi. Any other services needed regarding consolidation from time to time.
- vii. If, any nearby International Airport agent's associates happen to be not available, consolidation agent will be responsible for making arrangements for smooth shipment (for EX- WORK/FOB/FCA) from any country to Indian Airport/Seaport, and for that, agent shall not be entitled to claim any extra charges.

C. EXPORTS TO VARIOUS COUNTRIES: -

- i. Export of certain items for repairs and re-import them after their repairs.
- ii. Export of equipments for replacement, completion of their paperwork and re-import them subsequently.
- iii. All procedural formalities with customs will be required to be done by the agent. The Agent shall take care of the paperwork of the export documents for repair or replacement materials on priority basis.

4. Minimum Eligibility Criteria

1. The bidders must have valid consolidation & Custom House Agent (CHA) License in their own name (single name) from appropriate Govt. of India authority. Firms not having these qualifications need not apply. The bidder must have valid freight forwarding license also in its own name.
2. The CHA should have Certificate of Incorporation/Registration Certificate of the firm for a period of minimum 20 (Twenty) years under the respective Laws from the competent authorities appointed under in the relevant Acts. If a company's name is change, then a valid certificate from appropriate Govt. Authority must be attached. Joint venture or consortium is not allowed to bid. In case of amalgamation, experience will be counted only after amalgamation date.
3. The bidder should be registered with Income Tax Department and have its Permanent Account Number and also have a valid Goods and Services Tax (GST) Registration Certificate/number.
4. The bidder should have minimum turnover of not less than 10 (Ten) crores per annum (details to be uploaded) in the business of CHA and C&F in last five years. Turnover details in Freight forwarding and custom clearance works only should be given in the following format duly certified by any Chartered Accountant (this should be submitted in addition to the audited balance sheets): -

Financial Year	Turnover of business of Custom clearance charges & of freight forwarding (Exclusive of Custom Duty) (Rs.)	Turnover of Custom Duty (Rs.)	Total Turnover (Rs.)
A	B	C	D = B + C
2015-16			
2016-17			
2017-18			
2018-19			
2019-20			

5. The Bidder should have successfully executed minimum 500 (Five Hundred) shipments or more each year during the last five financial years (i.e. 2015-16 to 2019-20) with any Govt. Departments/Public Sector Undertakings/ CSIR Labs / ICAR / ICMR / DRDO / Educational Institutes/ Central Universities / IITs/ IISc / Centrally funded Technical Institutes (CFTIs), and
 - i. *In support of the aforesaid criteria, the Bidders have to upload satisfactory performance certificates from their clients providing year wise number of shipments executed. The certificate must bear the name, telephone nos. and e-mail ID of the issuing authority to whom the Institute may contact for information. Or*
 - ii. *The Bidder may submit a self-declaration on its letter head describing Name of the client/company, Contact person, designation, its telephone nos., e-mail ID and details of year wise shipments executed failing which, the bids will be summarily rejected.*

6. The Firm should be a member of IATA or FIATA and self-attested copy of membership should be enclosed and should be an ISO certified company.
7. The Firm should have a valid Goods and Services Tax (GST) Registration Certificate/number.
8. The firm/company should not have been banned or suspended or Blacklisted or put on any holiday nor should presently be facing any service-related dispute due to any reasons including adopting corrupt and fraudulent practices by them.
9. The Bidder must have its code numbers from the EPF and ESI departments.
10. In addition to above, other Minimum requirements criteria / parameter are as follows: -

Parameter	Minimum Requirement
1. Size of the Company	<ul style="list-style-type: none"> Bidders having minimum 25 (twenty five) permanent employees personnel employed in its Bangalore office in freight forwarding and customs clearance activities with the record of provident fund deposited by the company. List of Employees with their name, designation and CV must be provided with the technical bid.
2. Turn over of the Company and Solvency	<ul style="list-style-type: none"> The bidder having minimum turn-over of Rs. 10 (Ten Crore) per annum in last five financial years in the business of custom clearance & freight forwarding. Audited Balance Sheet and P&L Account for last five FY (2015-16 to 2019-20) must be provided. The bidder must submit a solvency certificate from a bank (scheduled commercial bank as per RBI list) of minimum of Rs. Five Crore issued on or after publication of this tender (NIT).
3. Past record of the firms in different IIT's / IISc / Central Universities / Govt. Org. / CSIR / DRDO / ICAR / ICMR etc.	<ul style="list-style-type: none"> Satisfactory execution of minimum 500 shipments per year during the last five financial years (i.e. 2015-16 to 2019-20) with any Govt. organization(s) viz. IIT's / IISc / Central Universities / Govt. Org. / CSIR / DRDO / ICAR / ICMR / CFTIs etc.
4. Experience of handling perishable and live animal shipments	<ul style="list-style-type: none"> at least 20 (Twenty) cases handling perishable and live animal shipments, provide related bill of entry(s) along with corresponding Airway Bills in support of timely clearance of perishable and live animal shipments during last two financial years (2018-19 and 2019-20)
5. Experience with IITs / IISc	<ul style="list-style-type: none"> Bidding Firms having successfully completed its contract with minimum one IIT plus IISc OR two different IITs during the last 3 (three) financial years viz. (i.e. 2017-18 to 2019-20). Proof must be attached.
6. IATA / FIATA Membership and ISO certification	<ul style="list-style-type: none"> Bidders must have IATA / FIATA membership Bidders must have ISO certification.

4. Documents to be attached with Technical Bid

1. The bidders must submit the following documents etc. along with their bids;
 - a) All documents in proof of their claim for fulfilling eligibility criteria.
 - b) Copy of consolidation registration of Firm and Customs House Agent certificate (CHA).
 - c) Copy of Certificate of Incorporation/Registration Certificate of the firm.
 - d) Proof of EMD / Bid Security or valid MSE certificate (please see details in section – of this NIT)
 - e) Copies of Permanent Account Number (PAN) and GSTIN.
 - f) CA certificate in the specified format as indicated in the in para – 4 (section – 2) above.
 - g) Certificate from the clients and/or self-declaration in non-judicial stamped and notarized paper as per para – 5 (section – 2), failing which, the bid will be summarily rejected.
 - h) Copies of bill of entry (minimum 20 Nos.) assessed @ 5.15% except NIL duty clearance in addition to the minimum 20 BEs related with perishable items.
 - i) Copy of IATA/FIATA membership certificate and Copy of ISO certificate.
 - j) Copy of the prevailing IATA rates alongwith Website address with URL of the IATA rate.
 - k) The list of the customers (with their full address) where similar nature of services has been rendered during the last five financial years i.e. 2015-16 to 2019-20.
 - l) Undertaking by the Bidder in 'Annexure-3 and 4' to be furnished without any addition, alteration, cutting, or remark.
 - m) List of console associated in foreign countries with complete address, telephone number, fax no., e-mail address and contact persons' name and agreement copies thereof.
 - n) Please enclose a terms & conditions compliance statement on a separate sheet showing acceptance with the terms desired by the IISc Bangalore.
 - o) Please enclose an undertaking to the effect that the company/firm has not been blacklisted or suspended or put on any holiday or does not have any service related dispute with/by any institutional agency, Government department or Public Sector Undertaking at present.
 - p) Copy of EPF and ESI registration certificate.
 - q) Undertaking on the bidding firm's letter head to the effect that the rates quoted in the bid are not more or higher than those specified in the latest IATA TACT book.
 - r) A copy of the latest IATA rate.
 - s) Copies of RCs of the vehicles in the own name of the bidder to be used for transportation and freight forwarding.

- t) An undertaking to the effect that no consignment of IISc Bangalore will be detained / withheld by them under any circumstances, whatsoever, before or after the clearance.
 - u) Authority/Resolution in favour of the person signing the bid on behalf of the firm.
 - v) Any other document in support of claims made by the bidder if deemed relevant.
 - w) The bidder may furnish any additional information with documentary proofs, which is necessary to establish capabilities to successfully complete the envisaged work with the technical bid. It is however, advised not to furnish superfluous information.
 - x) The bidder may visit the IISc campus site before submission of tender, with prior intimation in their won interest.
 - y) Such corrigendum / addendum thus issued shall be part of the tender documents and shall be published on CPPP (<https://eprocure.gov.in/eprocure/app>) or on the IISc website (www.iisc.ac.in).
 - z) Audited Balance Sheets and Audited Profit & Loss Accounts for last five financial years.
2. The uploaded copies of all above documents should be legible and duly attested by the bidder.
 3. Latest certificate from a Chartered Accountant (CA) certifying bidders' eligibility criteria with regard to turn over.
 4. Solvency Certificate from a bank (scheduled commercial bank as per RBI list) of minimum of Rs. Five Crore issued on or after publication of this tender.
 5. The bidder must submit a hard copy (printout and spiral bound in one volume only) of the complete technical bid (as submitted by the bidder on CPPP), which must reach to us (address given on first page as contact details for this tender) at least one day prior to the technical bid opening date through speed post / courier / by hand. For any delay or loss in transit, IISc will not be responsible. It will be sole responsibility of the bidder to ensure delivery of this hard copy at IISc on time. Non-receiving of this hard copy technical bid may lead to rejection of the technical bid. In case of any deviation in the hard copy technical bid from the online technical bid, the content on the online (CPPP) technical bid will only be considered. **Price Bid (BOQ) MUST NOT be sent in hard copy format.**
 6. A copy of this tender document plus amendment(s) (if any) must be duly sealed and signed by the bidder on all pages and must be submitted with the technical bid.
 7. Any other documents, the bidders feel to be submitted for their claim of their eligibility criteria.

5. Terms & Conditions and Contractual Obligations

General

1. This tender document, corrigendum(s) / addendum(s) (if any) and the intimation sent by the institute to the bidder, shall form invariable parts of the contract.
2. Income tax, as applicable, will be deducted at source from the bills of the agent.
3. IISc reserves the right to cancel or modify the tender at any time without assigning any reason thereof.
4. IISc reserves the right to reject bid of a bidders without assigning reason thereof. IISc has absolute right to reject a bid of a bidder based on its previous experience with the bidder (e.g. the bidder has served / worked with IISc and IISc paid fine / demurrage etc. in the custom clearing activity coordinated by the bidder).
5. The agency should have their own networks for forwarding the consignment from various other countries. A list of Console/Associates situated in foreign countries with complete Address, Telephone Number, Fax numbers, email address and contact person should be enclosed along with the tender. The agency should have wide networking of cargo consolidating agencies in major countries viz:- USA, UK, Germany, Japan, France, Switzerland, Hongkong, Canada, Norway, Sweden, Austria, Australia, Israel Ireland, Dubai, Singapore, Denmark, China, Italy, The Netherlands (Holland), Finland, Russia, etc.
6. Empanelment: Bidders other than L-1 bidder, who are ready to match the L-1 bidder's price in all items (for group-A, B and C) (wherever their offered rate is higher), may be empaneled subject to submission of a formal letter before refund of EMD and fulfilling of other conditions viz. performance security, Fidelity Guarantee Bond etc. Other bidder(s) may be empaneled for the purpose of having multiple agencies for distribution of workload between the empaneled agencies. IISc will have sole discretion for work distribution. However, IISc does not guarantee minimum workload. Decision of IISc will be final and binding in this regard.
7. Contracts will be awarded, or Empanelment will be done to only those agents providing both services i.e. Custom Clearing and Freight Forwarding.

Duration of the Contract

8. Format of the Contract is attached at Annexure-8. This NIT, Corrigendum(s), Bids of the bidder will also part of the contract agreement.
9. The contract shall initially be for the period of TWO years from the date of contract. The contract would be further extendable (yearly basis) for two or more terms of One Year each, subject to satisfactory performance to be decided by IISc and on mutual agreement after receiving formal letter from the vendor agreeing to serve for another period on the same terms and conditions and rates. This letter must be submitted at least three months prior to the ending of the term. If no such letter is received, then it will be presumed that the CHA is not interested to continue for another term.
10. The performance of the agents will be constantly reviewed during the contract period by IISc for the purpose. In case of performance not found satisfactory, IISc can terminate contract at any moment without any advance notice. The agent will not be paid any compensation for such termination. However, the agent must have clear and forward all the consignments for which custom clearance documents have been provided.

Shipments and Airfreight of Import and Export Consignments

11. Import can be from any country. As such, the IATA rates and discounts shall be applicable there. CHA must have to provide IATA rate chart with their technical bid and with every invoice with URL of the IATA rate.

12. Likewise, in the matter of exports, the IATA rates only shall be applicable as may be prevalent at the time.
13. On receipt of consignment, the firm shall have to submit a clear copy of Master Air Way Bill (MAWB), House Air Way Bill (HAWB), Cargo Arrival Notice (CAN), Commercial Invoice & packing list for Bank Release Order (BRO).
14. The bidder 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. The agent will be responsible to deliver the goods to the respective indenter of the materials in the Institute.
15. All other statutory charges will be paid as per actual, after submitting original documents.
16. The consignments must be shipped in the first available console of any airline.
17. The agent shall be responsible for the safety of the cargo in all circumstances, besides handling complete and proper papers whether it may be for Import or Export of consignment. In the event of non-availability of invoice or other relevant papers, if the consignments incur any demurrage or penalty, the agent shall be solely responsible for the same.
18. Pre-shipment advice / alert must be intimated well in advance (48 hours prior to shipment). A weekly statement showing consignment shipped during last week and the proposed shipment during the next week through fax / e- mail shall have to be invariably submitted. The Agent would also give the detailed prior information of the materials to be shifted to IISc by e-mail and by phone both, so that Inspection Report could be prepared and unloading arrangement should be made in advance, if any. IISc shall not bear/pay any demurrage charges on account of any delay in clearance attributable to clearing agent or their freight forwarder.
19. The agent shall have to pay all the clearing charges of the consignment including customs duty up to Rupees Fifty Lakh per consignment (per shipment). Airport charges, Airfreight / Sea-freight charges and clearing charges, DO charges etc. will be paid by the vendor to the respective agencies without asking advance from IISc irrespective of any amount. These charges will be reimbursed to the Agent after original receipt of the consignment at IISc, the receipt of pre receipted bill in duplicate addressed to "The Deputy Registrar (Purchase), IISc, Bangalore", along with the relevant documents as proof for which payment has to be charged by the firm. All the receipts should be provided in original including HAWB, Bill of Entry, etc. The bill should be submitted within 15 days from the release of materials from custom. The Institute will not be responsible to pay the clearance / custom charges, if agent fails to submit the bill within stipulated time.
20. The agent shall have to bear the applicable customs duty up to a limit of Rs.50,00,000/- (Rupees Fifty Lakhs only) per shipment per consignment, on behalf of IISc, which will be reimbursed to the agent along with the Bill submitted in this behalf. However, in case, the amount of Custom Duty exceeds the said limit of Rs. Fifty Lakhs, then the agent shall instantly intimate IISc about the amount with detailed calculations involved in the Custom Duty & Freight vis-à-vis the Purchase Order well in advance and simultaneously submit a Proforma Invoice thereof, to enable the Institute arranging for the balance custom duty (over and above Rs. Fifty Lakhs) payment in time by two working days, prior to the landing of the shipment. However, if advance payment, as aforesaid, is delayed for certain reasons, the agent shall ensure to pay on his own the entire sum as may be payable which shall subsequently be reimbursed to the agent within three days. It is made clear that if the delay in intimating to the Institute is caused on the part of the agent about the duty payable,

then only the agent shall be held liable for all consequences and costs including the interest burden etc. and no plea in this regard shall be accepted/entertained.

21. The Institute shall not be liable for payment of airfreight, customs duty, clearing charges and transportation charges, if the consignment is found in damaged condition/ short delivery. However, the payment will be released after the amount has been recouped in such cases from the insurance company concerned. It will be the responsibility of the agent to provide the damage certificate/short delivery certificate to the Institute, in case of damage / short delivery of the consignment.
22. The consignment, after clearance from airport / seaport, should be delivered to the Institute's location within three working days. In case of any urgent and/or perishable items, it should be delivered directly within one day with proper arrangements. The perishable consignments should be cleared immediately on landing and clearance process for such consignments should begin well in advance. In case, a perishable consignment is damaged due to insufficient arrangement or Dry Ice during clearance & transportation upto IISc, the agent shall be held solely responsible for the complete loss in this regard.
23. Any kind of loss or damage to the consignment from foreign airport to the Institute's location and of its recoupment will be firm's/agency's responsibility. However, necessary documents on this account (to be prepared by the agent) will be signed by the Institute in the capacity of consignee/importer.
24. If any damages/pilferage/theft/shortage occurs during the transportation or loading and unloading under the custody of the agent/freight forwarder after taking delivery from the AAI, the agent shall be entirely responsible for the total losses and the same will be recovered from the agent. This will be as per the IATA rules. In the event of damages/shortage/pilferage to the consignment, open delivery may be taken by the Institute subject to the condition that the same is detected in course of customs clearance. However, in such case, this fact must be got recorded on the Bill of entry and a copy of which will be provided by the agent to the Institute.
25. Unloading and distribution of consignment at IISc will be the agents' responsibility. The unloading shall be made in the presence and supervision of the faculty / staff of IISc (concerned department of IISc).
26. The agent shall be liable to engage Insurance approved transporters only i.e. the transporters who have the documentations as per the approved norms of the insurance company.
27. If, any nearby International Airport agent's associates happen to be not available, consolidation agent will be responsible for making arrangements for smooth shipment (for EX- WORK/FOB/FCA) from any country to Indian Airport/Seaport, and for that, agent shall not be entitled to claim any extra charges.

Entitlement of Air Freight Charges:

28. The agent shall charge the freight charges on the basis of IATA rates which are fixed by IATA. The IATA rates from respective country of import should be considered as the reference while offering discount on Forwarding / Consolidation rates.
29. Under no circumstances should these rates be more than those specified in the latest IATA TACT book. The firm shall have to furnish an undertaking to this effect on its letter-head.
30. However, it is made clear that the airfreight by the agent shall be charged on the basis of either the "**Gross weight**" or otherwise "**Volume Weight**" of the consignment, whichever is higher. As such, the weight for the purpose of Airfreight will be deemed to be the "**chargeable weight**" of the consignment.

31. It shall be the responsibility of the agent to mention proper dimensions in the Air Way Bill in terms of the cms/inches/odd dimension etc. in import as well as in the export documents.
32. The consignment should be shipped in the first available console of any airline.
33. For the purposes of calculation of air freight charges and sea freight charges, the SBI, TT selling rate or Customs/RBI exchange rate (Import) of foreign currency as prevailing on the date of arrival in India, shall be applicable. Decision of IISc will be final and binding in this regard.
34. **Ex-works shipments:** In case, the foreign supplier has agreed to supply the goods on Ex-works basis, the consignment shall be lifted by the agent from the foreign suppliers and forwarded/delivered to IISc Bangalore. The inland handling/ forwarding charges shall be paid by IISc on actual basis.
35. Bank Release Order (for consignments against irrevocable letter of credit) will be delivered after its receipt from the bank. Custom clearance should be initiated without waiting for bank release order which generally takes time. The agent's deputed representative at IISc will coordinate with IISc representative and IISc's bank for early getting of BRO.
36. Even in cases of any dispute, the consignment shall be cleared by the agent and handed over to IISc, pending the settlement thereof.
37. The efficiency of custom agency will be judged by the Institute on following aspects:
 - a. Eliminating payment of demurrage/penalty charges.
 - b. Coordinating with customs/carrier and obtaining cargo arrival notice within 24 hrs of landing at airport and forwarding the same to IISc.
 - c. Number of consignments damaged during the year and follow up by the agency thereon.
 - d. Time taken to deliver the consignments at IISc after release of the shipment from the airport.
38. The agency shall intimate IISc well in advance (48 hrs./pre-alert advice) from the date of arrival of the consignment at the airport with the house airway bill (HAWB) and master airway bill (MAWB) numbers so that the required documents are prepared and sent to the agent in time. The representative of the agency will coordinate for this promptly. The agency shall be held responsible for any delay on their part where they do not file the bill of entry with custom or do not confirm any discrepancy to IISc. The penalty and demurrage charges due to agent's negligence will be recovered from them. Similarly, the agent shall have to make good to IISc, any loss incurred due to negligence or failure on their part in taking prompt action in finalization of the Bill of Entry and clearance of consignment. The firm may be required to carry out or arrange to carry out the inspection of the ordered material at the country airport of shipment or suppliers' premises on behalf of IISc, if required in certain cases. Safe custody of the consignment cleared shall be the responsibility of the agency until it is delivered to the concerned indenter / department of IISc. The unloading of the materials at IISc will be the responsibility of the agent. The Institute will not pay the crane / forklift charges for unloading of heavy materials only. The CHA has to arrange crane / forklift in case of need.
39. The agent shall also be responsible for clearance of material shipped by any other console (CIF/CIP/C&F) or Direct Purchase Order. In such cases, no Demurrage shall be payable under any circumstances whatsoever, save in cases, where the lapse has been on the part of the Institute. The Agent shall be fully responsible for proper monitoring of shipment from principal supplier and arrangement of Demurrage Free clearance of consignment coming from other console including Direct Orders.

40. It shall be responsibility of the agent to ensure/check that the consignment has been properly insured before shipping it from the respective countries.
41. In case of Export & Re-Import, the agent shall be fully responsible to take Insurance policy for consignment(s). However, the same shall be reimbursed by the Institute after the original policy document with proper bill on actual is produced.
42. It is understood that if any loss is incurred due to non-insurance of the consignment(s) during transit, the total loss shall be recovered from the agent's bills or otherwise.
43. Agent shall make good to Institute, any loss that has to be incurred due to the negligence/ failure on its part in taking prompt action in finalization of Bill of Entry and clearance of consignment within the stipulated period. Such losses to the Institute shall be recovered from either its bills or other means as deemed appropriate.
44. The consignment shall be moved within seven (07) days of receipt of the material from the foreign supplier/firm (For FOB/FCA/EX-WORK/CIF/C&F etc.) and after clearance from airport / Sea Port / ICD, delivered at the Institute's location within a week.
45. Some of the consignment may have to be transported till Challakere campus of IISc located at Kudapura, Challakere Taluk, Chitradurga District, PIN – 577536, Karnataka (India) after custom clearance. For this, an additional amount (in addition to the transport charge till IISc Bangalore campus) of Rs. 2000/- (for every weight of 500 KG or part thereof) plus applicable GST thereon will be paid as transportation charges.
46. The bidders have to quote for transportation charges (including loading / unloading / labour / packing charges etc.) from Bangalore Airport / Custom clearing point / ICD at Bangalore to IISc Bangalore campus in the given format. If a consignment is customs cleared at a place in India other than Bangalore (viz. Delhi, Mumbai, Chennai, etc. either at Airport or Seaport / ICD) in exceptional circumstances, then additional transportation charges (if transported by the CHA) will be paid as follows: -

Sl. No.	Distance between Bangalore Airport and the other City's Airport / Seaport / ICD (Distance Shown on Google Map will be considered and to be decided by IISc, which will be final and binding)	Additional Percentage of the rate quoted for Transportation Charge from Bangalore Airport / Custom /ICD clearing point at Bangalore to IISc Bangalore campus
1.	From 0 KM to 100 KM	0%
2.	From More than 100 KM to 500 KM	5%
3.	From More than 500 KM to 1000 KM	10%
4.	From More than 1000 KM to 1500 KM	15%
5.	From More than 1500 KM to 2000 KM	20%
6.	From More than 2000 KM to 2500 KM	25%
7.	More than 2500 KM	30%

47. Conditional offer will be treated as non-responsive offer and will be summarily rejected. Once submitted, bidders will not be allowed to withdraw its bid.
48. In case, the cargo is received in shortage/damaged condition/short landing cargo, no payment shall be released to the agent until IISc receives the complete consignment/insurance claim. In all such cases, the agent shall be required to instantly file "Shortage" or "Damaged" or "Not Found" or "Not Traceable" notice with the Airport Authorities and further, obtain necessary certificate thereto or damage certificate from the Airlines / Sea liner besides lodging necessary claim with the authorities concerned, under intimation to IISc. It shall be the duty of the agent to also follow up the matter with Insurance Company for claim settlement including obtaining damage certificate, surveyor inspection along with the Institute representative, lodging the claim and taking other necessary action.
49. At times, some of the consignments of the institute may be under temporary export/import items. Hence the agent would have to handle such consignments as well.
50. **Penalty Clause:** IISc reserves the right to deduct a penalty for Rs. 5000 (Rupees Five Thousand) per day for delay in consolidation and Airfreight of IISc shipments and their delivery to IISc location. The period of delay will be calculated after 4 weeks from the date of intimation from the supplier about the readiness of Equipment/Consumable for shipment. This will also be applicable for delays in shifting of material from Airport / custom's location / customs' warehouse to IISc after 07 (seven) days of clearance. The deployed representative of CHA must sign on a register kept in the Purchase section of IISc to mark his/her attendance. If any day, the deputed representative of the CHA is not found in IISc or absence, then Rs. 1000/- (Rupees One Thousand) per day of absence as penalty will be imposed. All penalties will have to be paid by the Agency in cash / NEFT / RTGS, failing which the same will be deducted from the CHA's bills.
51. As per Govt. of India Notification No. 51/96 Custom dtd. 23rd July 1996, IIT Bombay is exempted from Custom duty and IGST (substituted under Notification No. 43/2017 dated 30th June 2017) for all research equipment. To avail the said duty exemption, a certificate against each import will be provided by the Institute, on receipt of Cargo Arrival Notice from the agent for custom clearance purposes. The applicable custom duty after duty exemption certificate in all shipments is presented / submitted to the respective authority shall be payable @ 5.15% only leaving the 100% duty free items. The agent will file Bill of Entry just after landing of the consignment under intimation to us for arranging duty exemption certificate. The representative of the CHA deputed at IISc will coordinate with IISc for getting all such kinds of documents from IISc. IISc will not be held responsible for delay in giving this document. In case of any customs objection, the written communication must be sent to the Institute without any delay. In no case, full Custom Duty shall be paid by the agent once the Custom Duty Exemption Certificate has been provided by the Institute.

Termination

52. The contract may be terminated by either party to the contract by giving three months' prior notice to the other party without assigning any reasons. However if the contract is being terminated by the CHA, then it has to ensure for custom clearance and forwarding of all such consignments for which IISc has placed an order and intimated the vendor (to whom the PO is placed) about this CHA, failing which PBG will be forfeited. The contract may be terminated by the Institute in terms of the stipulations provided elsewhere in the contract. The contract may be terminated by the Institute at any time during the contract without giving

any notice period if services of the CHA will not be found satisfactory. Decision of IISc in this regard will be final and binding. If IISc terminate contract, then IISc will not pay any kind of compensation to the CHA.

53. The Institute may at its discretion, terminate the contract by giving prior notice as deems appropriate in case of the service being found unsatisfactorily or any term of the contract being breached and which in its opinion may be harmful to its interests as also to the spirit of the contract.
54. It is made clear that if any information/certificate furnished by the bidder is subsequently, after or before award of the contract, is found to be untrue or false, the award of the contract may be terminated by the institute at its discretion forthwith and the bidder/contractor shall have no claim, whatsoever, in this regard and the EMD or the Performance Bank Guarantee, as the case may be, would be liable for forfeiture, wholly or in part, at the discretion of the Institute.
55. Except as otherwise provided anywhere in this offer, if any dispute, difference, question of disagreement or matter, whatsoever, before or after completion or abandonment of work, hereafter arises between the parties, as to the meaning, operation or effect of the Contract or out of or relating to the contract or breach thereof, the same shall be referred to the Director, IISc at the time of dispute. And decision of the Director, IISc, Bangalore will be final and binding.

Force Majeure

56. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term "force majeure" as employed herein shall mean, acts of god, war, revolt, riot, fire, flood and acts and regulation of the Government of India or any of its authorized agencies.
57. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 7 (seven) day of the alleged beginning and ending thereof giving full particulars and satisfactory proof.
58. The time for performance of relative obligations suspended by the force majeure may be extended by the period for which the cause lasts or condoned by the Institute without any penalty. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the option of cancelling the Contract in whole or in part thereof at its own discretion. Any situation of force majeure shall not be payable by the Institute under any circumstances.

Jurisdiction

59. All the matters and disputes under this contract shall be subject to the jurisdiction of Bangalore (Karnataka) courts only.
60. Place of Arbitration, if any, will be Bangalore only for all the matters and disputes under this contract.

6. Other Terms & Conditions and Instructions

1. **Airfreight charges:** The freight forwarder will charge the freight cost on the basis of IATA rates which are fixed by the International Air Traffic Association (IATA). The bidders must offer one and single discount on these rates which should be **“in percentage (%) only”** for all countries.
2. The agency, in the schedule of rates (Group-A) should offer a single standard / flat discount on IATA rates which should be **‘in percentage’** only, applicable for all countries and all weight slabs. The offers of the parties will be evaluated based on the percentage of discount and not on individual rates for weight slabs. Offers / bids with discounts subject to any conditions imposed by the bidder or in any other format will be rejected. Minimum discount rate is 20% (twenty percent).
3. Under no circumstances should the IATA rates be more than those specified in the latest IATA TACT book. The firm should furnish an undertaking to this effect on its letter-head.
4. The bidder must provide a copy of complete set of latest IATA Rate Chart duly sealed and signed by the bidder. URL (Uniform Resource Locator on Internet) of the IATA rate chart must be provided.
5. The Clearance Charges rates must be quoted in the prescribed format only. The delivery order (DO) charges on consignment coming under own console shall not be paid. DO charges for other consolidation will be paid as per actual. No other clearance charges will be paid extra in any consignment.
6. Any kind of payment towards C&F services rendered by the empaneled / selected vendor will only be released after complete delivery, unloading and satisfactory receiving certification from the user department of IISc subject submission of all original bills / invoices / documents etc.
7. Amount quoted in the quotation must be mentioned in both in figure and words. If any discrepancies are found in the amount of figure and words, then the amount mentioned on the lower side in either, shall be deemed to be the finally quoted rates for the purposes of bidding and shall be considered in evaluation accordingly. And this will be a binding stipulation for all bids submitted.
8. There would be no guarantee ever of any definite volume of work which could be entrusted to the successful bidder(s).
9. No deviation is acceptable after opening of quotation. Conditional offer will be rejected.
10. The firm offering NIL Discount on IATA rates or NIL charges, will be considered as non-responsive bids. Decision of IISc in this regard will be final and binding.
11. Cuttings or overwriting in the bid should be avoided. However, if any cutting or overwriting is caused due to some unavoidable reason, the same must be attested without fail. In case of space for providing the information under any column/clause is found to be insufficient, then the same should be furnished in separate sheet.
12. Incomplete tender or tender submitted in any format other than the floated bid document will not be considered under any circumstances.
13. The bidders to whom intimation of acceptance of its bid has been communicated by the Institute, shall be

bound to execute a contract agreement with the Institute within one week from the award of contract, failing which, it will be deemed that the bidder is not interested to work with the Institute and in consequence, the acceptance of its bid shall stand cancelled and would be deemed non-existent and its EMD will be forfeited.

14. For signing the contract agreement, the successful bidder(s) shall have to furnish a stamp paper from Bangalore of Rs. 200/- only in its own name and cost. The original signed contract will be kept at IISc.
15. Each and every page of the bid including the attachments must be signed by the bidder or its competent authorized person under seal.
16. IISc reserves the right to accept or reject partly or wholly any tender or bid without assigning any reasons thereof, whatsoever and the decision of IISc shall not be subject to any challenge in any manner nor would the bidders be entitled for any claim in this regard.
17. If two or more bidders score the same marks in evaluation, IISc shall be at liberty to award the contract to any one bidder or to all lowest bidders keeping in view their infrastructure, past performance and also to distribute the work amongst them at its sole discretion.
18. IISc reserves the right:
 - a. of appointing a panel of agents for consolidation and customs clearance work by matching all rates to L1 bidder. As such, all the agents who are duly empaneled, shall be bound to abide by all the terms and condition of tender document including going for signing the contract agreement as well in this behalf.
 - b. of appointing another clearing agent if the bidder whose bid is finally successful and has accordingly been awarded the contract, is unable to render the services in terms of the Contract or is overworked in emergencies and if the IISc is satisfied that the Agent is not in a position to render specific services during certain period.
 - c. to retain full discretion to allocate work among the Clearing Agents in case of (a) and/or (b) above and in such eventuality, the agent will not be entitled to make any representation on this account.
 - d. Institute reserves the right to appoint any other clearing agent during contract period for smooth work, even if other agent has not participated in this tender.
19. Pre-bid meeting may be organized. Bidders may send their queries by email latest by the scheduled date and time. Beyond this date and time, no query will be entertained. If there will be any modification felt by the IISc committee, then it will be published in form of corrigendum on CPPP. IISc has absolute right to accept or reject any query / request.
20. Any pre-bid meeting (if held), will be organized online via MS-Team platform. Bidders may request for the meeting link by email with their pre-bid queries. Mere request for pre-bid meeting link will not be entertained. No public announcement will be made for the meeting link. Pre-bid meeting will not be held, if significant number (minimum 3) of requests from prospective bidders will not be received. In this case (only one or two queries), reply of the query will be sent by email to the respective vendor.

7. Evaluation of Bids

1. The bids have to be submitted in two parts (under two-cover bid system) on CPPP:
 - (a) Technical Bid (in a single file PDF document format),
 - (b) Financial Bid or Price Bid (in the BOQ Excel Sheet format given on the CPPP with this tender).
2. The technical bids will be evaluated first.
3. The technical bids of all bidders shall be scrutinized and evaluated by IISc on the basis of eligibility criteria and qualifications as per details provided along-with documents by the bidder in their technical bid. IISc may ask for additional clarification / details / documents / technical presentation etc. For the purpose, any date fixed by IISc, will be final and binding. Decision of IISc, regarding technical evaluation and declaration of technically qualified bidders, will be final and binding.
4. Financial Bids (Price Bid) of only those bidders will be opened, who will be declared technically qualified. Decision of IISc, in this regard, will be final and binding.
5. The price bids (submitted in BOQ Excel sheet on CPPP) of the technically qualified bidders will be evaluated based on the criteria defined below. A comparative chart will be prepared by IISc based on the scoring system given below. The bid with highest total score in sum of marks of Group-A, B, & C as per the methodology provided here shall be declared L-1 bidder and will be issued letter of intent / purchase order. If more than one bid is found to be L-1 in the overall score (sum of the marks of the three groups – A, B, C), then the bid with the higher discount rate offered for Group-A will be declared as L-1 bid. In case of a tie in the discount rate for Group-A also, the higher total marks in Group-B will be declared as L-1 bid. In case the tie persists, then the bid with the highest total marks in Group-C will be declared as L-1 bid. Decision of IISc with regard to evaluation of financial bids, calculations of marks and scores and declaration of bidders' ranking will be final and binding.
6. Bidders other than L-1 bidder, who are ready to match the L-1 bidder's price in all items (for group-A, B and C) (wherever their offered rate is higher), may be empaneled subject to submission of a formal letter before refund of EMD and fulfilling of other conditions viz. performance security, Fidelity Guarantee Bond etc. Other bidder(s) may be empaneled for the purpose of having multiple agencies for distribution of workload between the empaneled agencies. IISc will have sole discretion for work distribution. However, IISc does not guarantee minimum workload. Decision of IISc will be final and binding in this regard.

Charges which are normally claimed and rates which are sought to be quoted by the bidder are classified in three groups (A, B, C) for the purpose of comparison among different bidders. Each Bidder, depending upon its quoted rates will be given marks from 0-100 in each group as per defined marking pattern in the respective group. Finally, different weightage will be given to the marks obtained in each group to calculate the Total Score of each bidder as follows: -

Group	Weightage out of 100
A	30
B	35
C	35

Following Formula will be used to arrive at Total Score of a Bidder:

$$\text{Total Score} = \frac{30 * (A) + 35 * (B) + 35 * (C)}{100}$$

(Where A, B, C, are marks obtained in respective groups. Bidder with maximum total score here shall be ranked L-1 and so on).

Following Proportionate Formula will be used to arrive at Marks of individual items of Group-B and Group-C (i.e. Item-B1, B2, B3, C1, C2, C3, C4, C5) of a Bidder: →

$$\text{Marks of a Bidder in an Item in a Group} = (L / R) * M$$

(Where **L** is Lowest Rate Quoted in that category / Item among all bidders, **R** is Rate quoted by the Bidder in that category / Item, and **M** is Max. marks allotted for that category / item)

Note:

1. * denotes in the above formulae multiplication.
2. Values will be rounded up to two points after decimal.
3. Discounts/Concessions subject to any conditions imposed by the Bidder will be rejected.
4. Details of Group-A, B, C are provided in the subsequent pages.
5. Scoring will be done only for those bidders, whose price bids will be opened. Scoring and Marking for all groups will be done by IISc only. Decision of IISc with regard to calculations will be final and binding.

Group - A**DISCOUNTED RATES OF AIRFREIGHT FOR FORWARDING CASES (IMPORT):**

<p>Discount in percentage offered on standard IATA rates (Minimum acceptable discount is 20%) (Maximum acceptable discount is 100%)</p> <p>(a single flat discount for each category to be offered irrespective of weight slabs)</p>	<p>Criteria for calculating marks</p> <p>(Maximum Marks: 100)</p>
<p>The percentage rate will have to entered in the PRICE BID BOQ Excel sheet (Not Here). But this page (without entering of any value) must be attached with the Technical Bid.</p> <p><u>Note:</u> It will be mandatory that there must be minimum 20% discount. The excel sheet will not accept, if discount is less than 20% or more than 100%.</p> <p style="text-align: center;">(Item- A)</p>	<ul style="list-style-type: none"> • Flat Discount offered on IATA Rate • One mark will be given for everyone Percent of discount offered on IATA Rates. • E.g. if 60% discount is offered, then the bidder will get 60 marks in this group.

Note:

1. With every invoice, a copy of IATA rates will be required to be submitted by bidders. In case of shipment on FOB/FCA basis, Terminal charges, Forwarder's fee; Charges for loading to carrier in shipping country etc. will NOT be paid separately. If there is any shipment on Ex-works basis, charges in shipper country will be paid on actual basis on submission of supporting documents in original.
2. No other charges except freight, fuel & security surcharges will be paid on FOB / FCA consignment. Bidders may quote their discount adjusting other charges, if any. Fuel & Security surcharges will be paid on actual basis as shown on MAWB. The signed copy of MAWB must be enclosed with the bills.
3. The firm offering NIL Discount on IATA rates or NIL quote for any services / items in BOQ, will be considered as a Non-responsive bid and hence will be summarily rejected. Decision of IISc in this regard will be final and binding.
7. The percentage rate will have to entered in the PRICE BID BOQ Excel sheet (Not Here). But this page (without entering any value) must be attached with the Technical Bid.

Date:
Place:

Signatures:
Name in Full:
Designation:
Name of the Firm:
Official Seal:

Group - B**Following three categories of charges are included in this group:**

A maximum limit for the charges at Sl. No. 1-3, has been set by the Institute and no charges beyond respective limit in these categories for any consignment will be paid by the Institute. However, the bidders will be at liberty to quote lower possible rates or exempt charges in any category in order to maximize their marks in this group. Total marks in this group will be the sum of marks obtained in each of the three categories / items (B1, B2, B3).

Rates to be quoted for following categories of charges in the BOQ Price Bid Excel Sheet only: -			
Category	Our Maximum Limit (without GST)	Rate to be quoted by the bidder in Price Bid BOQ Excel Sheet only (NOT Here)	Criteria for calculating marks
1. Agency Service Charge for FOB/FCA/ EX-WORKS / CIF / CIP / C&F / DAP shipments including Labour charges or loading / unloading at airport, EDI/CMC/BE Charges Documentation fee, IFC Charges, IGM Filling Charges, Sealing and any other charges relevant to the clearance of consignment from Airport / seaport [GST on service charge shall be payable extra as per rules / laws on date of billing.] (Max. Marks – 40)	(Rs.2,000/-) per shipment	Rs..... (Item- B1)	<ul style="list-style-type: none"> Bidder with lowest rate will get 40 marks. Rest of the Bidders will be given marks between proportionately as per defined Proportionate Formula depending upon their respective rate and lowest rate in this category / item among all bidders.
2. Replenishment of Dry Ice in Consignments having perishable contents. (Max. Marks – 25)	Rs. 30 per KG	Rs..... per Kg. (Item- B2)	Bidder with lowest rate will get 25 marks. Rest of the Bidders will be given marks between proportionately as per defined Proportionate Formula depending upon their respective rate and lowest rate in this category / item among all bidders.
3. Agency Service charge for CIF, CIP and C&F Shipments, if arrives by other than bidder's console (Max. Marks – 35)	(Rs.10,000/-) per shipment	Rs..... (Item- B3)	Bidder with lowest rate will get 35 marks. Rest of the Bidders will be given marks between proportionately as per defined Proportionate Formula depending upon their respective rate and lowest rate in this category / item among all bidders.

Note:

8. DO charges on other than bidder's console consignments will be paid on actual basis subject to submission of original receipt and invoice. No DO charges will be paid for the consignments arrive under bidder's consol.
9. TSP charges excluding demurrage charges will be paid on actual on submission of original receipt.
10. **The rate (basic) will have to entered in the PRICE BID BOQ Excel sheet and Not Here. But this page (without entering any value) must be attached with the Technical Bid. GST will be paid extra as applicable on the date of billing.**

Date:

Seal and Signatures:

Place:

Name in Full:

Group-C

Transportation charges (including all kinds of loading / unloading / labour charges etc.) from Bangalore Airport / Custom Clearing / ICD or warehouse Point in Bangalore to the campus at IISc, Bangalore for both console and non-console shipments (Sl. No. 1, 2, 3, 4) and Service Charge per consignment basis for Paying and Clearing the Courier packets (sl. No. 5):

Rates are to be quoted in the PRICE BID Excel Sheet (NOT Here) for following four categories: -	
1. Personal delivery of small consignments [(Item- C1)] @ Rs. _____ per delivery	Criteria for calculating marks: <ul style="list-style-type: none"> Max. marks for each category . item here is 20. A maximum of 20 marks shall be given to the lowest bidder in this category / item among all bidders. Rest of the Bidders will be given marks proportionately as per defined Proportionate Formula depending upon their respective rate and lowest rate in this category / item among all bidders. The total marks of a bidder in this group shall be the sum of marks calculated in all five categories / items (C1, C2, C3, C4, C5) here.
2. Per truck (Medium lorry like TATA-407) [(Item- C2)] @ Rs. _____	
3. Per Truck (Big Lorry) [(Item- C3)] @ Rs. _____	
4. Per Heavy Lorry (Like Container Truck) [(Item- C4)] @ Rs. _____	
5. Per Consignment of Courier Packets [(Item- C5)] @ Rs. _____	

Note: -

- After clearance of the Consignment from Airport/Seaport / ICD, it shall be the duty of the Agent to bring the shipment to their warehouse or directly send to IISc. No separate charges for incidental transportation of the equipment shall be paid to the Agent. Therefore, bidder should keep in mind this aspect while quoting the transportation charges.
- Any separate charges for CHA warehouse will not be paid extra on any circumstances. The bidders have to quote for transportation charges (including loading / unloading / labour / packing charges etc.) from Bangalore Airport / Custom clearing point / ICD at Bangalore to IISc Bangalore campus in the given format. If a consignment is customs cleared at a place in India other than Bangalore (viz. Delhi, Mumbai, Chennai, etc. either at Airport or Seaport), then additional transportation charges (if transported by the CHA) will be paid as given in this tender.
- The rate will have to entered in the PRICE BID BOQ Excel sheet only (Not Here). But this page (without entering any value) must be attached with the Technical Bid.**

Date:
Place:

Seal & Signatures:
Name in Full:

8. Bid Security / Earnest Money Deposit (EMD)

1. All Bidders must submit **Rs. 5,00,000 (Rupees Five Lakh only)** as EMD or bid security in the form of RTGS / NEFT transfer. The Bidder must submit e-receipt as a proof of EMD submission along with the technical bid. Failure to comply with this requirement will result in rejection of the bid. The account details of IISc are provided below.
2. After the placement of the purchase order on the successful Bidder, the EMD amount will be returned to the unsuccessful Bidders without interest.
3. The EMD amount will be returned to the successful Bidder after the Institute places a firm purchase order for the procurement and the successful Bidder then submits a performance security/bank guarantee followed by its verification.
4. Micro and Small Enterprises (MSEs) or Startups firms will be exempted from submitting EMD as per GFR 2017 (amended from time to time). Such a Bidder must submit copy of valid certificate (from appropriate agency of Govt. of India) and Bid Securing Declaration (Annexure-6) both with their technical bid, failing which their bid will be declared as a non-responsive bid.
5. The bid must be valid for at least 180 (One Hundred Eighty) days from the actual date of opening of the technical bid on CPPP. Withdrawal of the bid within the period of validity will result in forfeiture of the EMD amount.

Details of the Bank Account of IISc Bangalore for submitting EMD / PBG

Account's Name	Registrar, Indian Institute of Science, Bangalore	Note: <ul style="list-style-type: none"> It is mandatory to write the Name & Address of the Bidder and Tender Reference No. & Date on the back side of the e-receipt of NEFT/RTGS. Acceptance of the e-receipt of NEFT/RTGS is subject to its verification from the Finance & Accounts section / Banker of IISc.
Bank	State Bank of India	
Branch	IIS Bangalore	
Branch Code	02215	
Account No.	31728098170	
IFSC	SBIN0002215	
MICR	560002020	
GSTIN	29AAAT1501J2ZV	
PAN	AAAT1501J	
IEC Code	0788012428	
ADC	00022158400009	
TAN	BLRI0070D	

9. Performance Security / Performance Bank Guarantee (PBG) and Fidelity Guarantee Bond

1. Successful bidder(s) has / have to submit a Performance Security / Performance Bank Guarantee (PBG) issued by a nationalized bank in India within One week of the issue date of purchase order / letter of intent. Performance Security / PBG will be for an amount of **Rs. 50,00,000/- (Rupees Fifty Lakh only)**. Performance Security may be furnished in the form of online payment (RTGS/NEFT) or Bank Guarantee in the specified format given in the **Annexure-7**.
2. Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. If PBG is provided, then it must be valid for a period Sixty months from the date of purchase order / letter of intent.
3. Any kind of payment will be released only after submission of Performance Security / PBG followed by its verification of genuineness.
4. The Earnest Money Deposit (EMD) of the successful Bidder shall be returned on submission of Performance Security / PBG without any interest.
5. EMD of unsuccessful bidder will be returned without any interest after placement of order. EMD will be forfeited, if bidders change their terms & conditions or fail to submit PBG on time or fails to accept the purchase order during bid validity period.
6. Performance Security / PBG will be returned without any interest after successful completion of all contractual obligations including extended period services (if any).
7. The Performance security / PBG will be refunded / returned after three months of the completion of contract subject to clearance and delivery of all the shipments to the Institute as per the terms and conditions of agreement and again on written request having been made in this behalf by the contractor. No interest would be paid on the security deposit or Bank Guarantee. In case, the contractor fails to provide satisfactory services during the contract period or discontinues fulfilling the contracted obligations in any manner or is found at fault, the performance bank guarantee shall be forfeited without assigning any reasons, whatsoever and the contractor shall have no right to claim for refund of performance security deposit. IISc will have the discretion to invoke the payment from the bank in case of any breach of contract. Decision of IISc in this regard will be final and binding.
8. **Fidelity Guarantee Bond:** Since the agent shall have to handle sophisticated and valuable consignments as well, the agent shall further be bound to furnish a fidelity guarantee bond as well for an amount of **Rs. 1,00,00,000/- (Rupees One Crore only)** in favour of the Registrar, Indian Institute of Science (IISc), Bangalore within One week of the receipt of the letter of intent / purchase order issued by the Institute, so as to safeguard the interest of IISc in case, of any loss is caused to IISc due to any act of omission and commission by the agent. This bond must be duly attested by the agent's bank which must be a Nationalized Bank. This bond must be valid for Sixty (60) months from the date of letter of intent / contract and which should remain valid till three months after the expiry of the contract term.

10. Guidelines for Bid Submission

Bidders are required to submit their bid in e-tender mode through the Central Public Procurement Portal (CPPP: <https://eprocure.gov.in/eprocure/app>) only. If a Bidder submits a response to the e-tender, then it is assumed that the Bidder accepts all the terms and conditions specified in this document. A bid submitted through any other mode will not be entertained and will be treated as non-responsive. Bidders should fill-up and submit their bid online on CPPP and upload all documents well in advance to avoid last minute rush on the server. No request regarding non-submission of bid / document (due to any reason) will be entertained.

The submission consists of two parts, viz. a Technical Bid and a Commercial / Price Bid.

The **Technical Bid** should be an *indexed and page-numbered* document containing: -

- An index page indicating list documents attached in Technical Bid with item's / Document's Name and relevant page number.
- All pages must be page numbered.
- Duly filled-in and sealed & signed by the bidder (Annexure-1)
- E-receipt of EMD (MSE / startup certificate and Bid Securing Declaration in case of EMD exemption)
- Supporting documents listed in the Overall Compliance Statement.
- A signed document that the Bidder agrees to the Service Terms, Commercial Terms, and Payment Terms set forth in this tender (including all contents). A copy of this tender document (duly sealed and signed on all pages) must be submitted with the technical bid.

The **Commercial / Price Bid** should contain:

- The Price Bid BOQ Excel Sheet (Enter rate in the Excel sheet and then upload on CPPP)
- The BoQ table (as given in the CPPP Excel sheet for this tender) is given in Annexure-9 here for indicative purpose only for understanding of the bidder that which part in the BOQ Price Bid Excel Sheet (to be downloaded from CPPP with the NIT) has to be filled-in with suitable value by the bidder.
- Price Bid must be submitted in a separate BOQ Excel Sheet only on CPPP. Any price MUST NOT be indicated or filled-in in the Technical Bid, failing which the bid will be treated as non-responsive.

Points to Note:

1. Prices of items in this tender's BoQ must NOT be mentioned in the Technical Bid.
2. Each of the line items in the Commercial (Price) Bid must be quoted.
3. The commercial bid must be valid for at least 180 days from the actual date of opening of the technical bid.
4. A tender not complying with any of the above conditions is liable to be rejected. Incomplete proposals are liable to be rejected.
5. The IISc, reserves the right to modify the technical specifications or the content at any time. The IISc reserves the right to accept or reject any proposal or cancel the tender, in full or in part, at any stage of tendering process without assigning any reason.
6. Instructions To Bidder for Online Bid Submission may be downloaded from CPPP website (Download section).

Annexure - 1: Index Sheet (on the letter head of the bidder) as the first page of the bid

(to be submitted with Technical Bid as the first page of the technical bid)

Sl. No.	Content	Page No.
1	Index Sheet (Annexure – 1)	1
2.	Details of Bidders (Annexure – 2)	2
3.	EMD details	3
4.	Declaration regarding track record (Annexure – 3)
5.	Declaration (Annexure – 4)
6.	Details Regarding Eligibility Criteria (Annexure – 5)
7.	Complete tender document with corrigendum duly sealed and signed by the bidder
8.
....
....

Seal & Signature of the signatory of the bidder

Annexure - 2: Details & Covering Letter of the Bidder (on the letter head of the bidder)

(to be submitted with Technical Bid)

To

The Registrar, IISc, Bangalore - 560012 (India)

Sir,

I hereby submit my bid for your tender no. -.....

Details are as under along with all required documents.

EMD Details (attach e-receipt / MSE certificate)	
Bidder's Name and Address (attach incorporation certificate)	
Registration No. / Trade License (attach certificate copy)	
Complete contact details (address, mobile no. / telephone no. / email ID / website address)	
GSTIN (attach GST Certificate)	
PAN (attach copy of PAN)	
Bank Accounts Details (attach copy of cancelled cheque or letter from bank)	
CHA License No. (attach copy)	
Details of the contact person, address, mobile no. / E-mail ID etc.	
Experience of the bidder in provide CHA / C&F services (similar to this tender) (in no. of years and months) (attach purchase orders of the clients or completion certificate from the clients.)	

I have carefully gone through the Terms & Conditions and all the contents as mentioned in the above-referred tender document. I declare that all the provisions and contents of this tender document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration. 3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter. I copy of this tender document (duly sealed and signed on all pages) are being attached with this bid.

Thanking you.

Seal & Signature with name & date and PAN & Aadhar card no. of the signatory

Annexure - 3: Declaration regarding track record**(on the letter head of the bidder / to be submitted with Technical Bid)**

To

The Registrar,

Indian Institute of Science (IISc),

Bangalore - 560012 (India)

Sir,

I hereby submit my bid for your tender no. -.....

I have carefully gone through the Terms & Conditions contained in the above referred tender. I hereby declare that my company/ firm is currently not debarred / not blacklisted by any Government / Semi Government organizations / institutions in India or abroad. I further certify that I am the competent officer in my company / firm to make this declaration.

Or

I declare that my firm is debarred / blacklisted as per following details:

Sl. No.	Country in which the company is Debarred /blacklisted / case is Pending	Black listed / debarred by Government / Semi-Government / Organizations /Institutions	Reason	Since when and for how long

(NOTE: In case the company / firm was blacklisted previously, please provide the details regarding period for which the company / firm was blacklisted and the reason/s for the same.).

Thanking you.

Seal & Signature with name & date and PAN & Aadhar card no. of the signatory

Annexure - 4**Undertaking by the Bidders (on the non-judicial stamp paper duly notarized)**

(to be submitted with Technical Bid)

1. We agree to ship the consignment within seven days after receiving from the principal supplier and after clearance from airport/seaport in India, it will be delivered to the premises of IISc, Bangalore within three days and will be distributed to the concerned indenter immediately. In case of perishable items, it will be delivered within one day with proper arrangements.
2. We agree to pay the customs duty up to Rs. Twenty Lakhs for all consignments at the time of clearance from airport/seaport. We shall submit original bill along-with the paid challans for reimbursement of customs duty so paid within fifteen days. We also undertake to pay the customs duty beyond Rs. Twenty Lakhs in certain circumstances in terms of the stipulation of the bid document.
3. We agree to confirm/check regarding insurance of the consignments before moving the same from respective country. If any loss is incurred due to non- insurance, the same may be deducting from our bills.
4. We agree to take insurance policy for all export /re- import consignments prior to shipment.
5. We agree to provide name and complete address of all associates located in different countries along with the names, telephone no, fax no and e-mail address of their contact persons.
6. We agree that we shall not claim any demurrage charges, if paid by us at the time of clearance for the shipments, if the material comes by our consol.
7. We agree to properly monitor & clear the consignment shipped by other consol and direct orders within demurrage free period. If the intimation and documents is received in advance, we shall not claim any demurrage.
8. We agree that the house airway bill number, date and master airway bill number and date will be intimated to the institute at least two days before of its arrival at the New Delhi airport for the purposes of insurance coverage of the consignments.
9. We agree that we shall collect necessary documents (BRO, CDEC etc.) required for clearing of consignments both from airport and seaport by deputing our representative as and when required, without any delay.
10. We also agree to depute our representative (with minimum qualification of Graduate) within one week of the receipt of letter of intent or purchase order or before start of the work (whichever is earlier) to help the institute on day to day basis in import and export matters. All kinds of necessary infrastructure viz. laptop, internet connection, printer etc. will be provided to the representative. We will pay remuneration to the deputed representative on time. If representative will leave my organization or unable to attend IISc on a day, we will depute another representative, failing which IISc will have right to deduct a penalty of Rs. 1000/- for the absence of the representative each day. The representative will follow all instructions of the Deputy Registrar / Assistant Registrar of IISc.
11. We agree that we shall submit the original House Airway Bill, copy of Master Airway Bill, Customs signed Invoice, Bill of Entry both Importer Copy and Exchange Control Copy along with the clearing charges bills within fifteen days of clearance of the shipment.

12. We shall prepare the air freight bill and clearing charges bills strictly in accordance with the approved rates. Under no circumstances airfreight rates charged by us shall exceed those specified in the latest issue of IATA TACT book. We agree to accept the T.T. Selling rate issued by the State Bank of India, for the purpose of calculation of airfreight charges or customs rate with documentary evidence. We agree to the payment terms as mentioned in the terms and conditions or as decided by IISc from time to time.
13. We agree, if MAWB, HAWB, LC Number or Invoice detail of shipment will be found wrong then immediately intimate to IISc by e-mail and Phone with intimation to the principal supplier for correction etc, before filing the bill of entry.
14. We agree, if cargo is received in damaged condition/short landing cargo, no payment shall be made to the agent till IISc receives the insurance claim. In such cases, we will file shortage/damaged/not found/not traceable notice with airport authorities and obtain necessary Certificate/Damage Certificate from the airline and lodge necessary claim with the concerned authorities under intimation to IISc.
15. We agree, if the packet of consignment is found externally damaged at the airport/ seaport, then we will first inform to IISc for insurance survey. It will also be applicable to those consignments which will come through other consol.
16. During inland transportations, any loss/damage shall be the sole responsibility of ours. In that case, we shall provide loss/damage certificate immediately and ensure following-up the insurance cases till reimbursement from the insurance company is received and only thereafter, we shall submit the clearance charge bill for payment.
17. We will match the L-1 rate in all aspects (wherever our rate is higher), if IISc accepts our offer for empanel after finalizing the tender.
18. As we shall handle sophisticated and valuable consignments as well, we shall furnish a Fidelity Bond of Rs. 1,00,00,000/- (Rupees One Crore only) valid for 60 (Sixty) months in favour of "The Registrar, IISc, Bangalore" to safeguard the interest of IISc in the event of any loss to IISc for any act of omission and commission by us, which should be valid till contract period. IISc will have the discretion to order for the forfeiture of deposit for any breach of contract.
19. We shall submit Performance security / performance Bank Guarantee from a Nationalized Bank of Rs. 50,00,000/- (Rs. Fifty Lakh) valid at least for 60 months from the date of contract period if the contract is awarded in our favour with one week of letter of intent / purchase order
20. We agree that we will not detain/withhold any consignment of IISc before or after the clearance, under any circumstances.
21. We have no objection if Institute appoints / empanel multiple clearing agent / freight forwarders for the same works. We agree to accept all kinds of decisions of IISc with regard to this tender, evaluation of technical and price bids and marking and scoring calculations and raking done by IISc. We are bound to follow these.
22. We agree and accept all the Terms & Conditions of the tender document.

Date:

Signatures:

Place:

Name in Full:

Designation:

Name and Official Seal of the bidder:

Annexure – 5: Documentation details**(To be submitted with Technical Bid)**

Parameter	Eligibility Criteria	Page no. of the relevant Documents as proof for claim of fulfilling eligibility criteria
1. Size of the Company	<ul style="list-style-type: none"> Bidders having minimum 25 (twenty-five) permanent employees personnel employed in its Bangalore office in freight forwarding and customs clearance activities with the record of provident fund deposited by the company. List of Employees with their name, Aadhar No. /PAN, designation, and CV must be provided with the technical bid. 	
2. Turn over and Solvency of the Company	The bidder having minimum turn-over of Rs. 10 (Ten Crore) per annum in last five financial years (i.e. 2015-16 to 2019-20) in the business of custom clearance & freight forwarding. Audited Balance Sheet and P&L account for last five FY must be provided. The bidder must submit a solvency certificate from a bank (scheduled commercial bank as per RBI list) of minimum of Rs. Five Crore issued on or after publication of this tender (NIT).	
3. Past record of the firms in different IIT's / IISc / Central Universities / Govt. Org. / CSIR / DRDO / ICAR / ICMR / CFTIs etc.	Satisfactory execution of minimum 500 shipments per year during the last five financial years (i.e. 2015-16 to 2019-20) with any Govt. organization(s) viz. IIT's / IISc / Central Universities / Govt. Org. / CSIR / DRDO / ICAR / ICMR / CFTIs etc.	
4. Experience of handling perishable and live animal shipments	At least 20 (Twenty) cases handling perishable and live animal shipments, provide related bill of entry(s) along with corresponding Airway Bills in support of timely clearance of perishable and live animal shipments during last two financial years (2018-19 and 2019-20)	
5. Experience with IITs / IISc	Bidding Firms having successfully completed its contract with minimum one IIT plus IISc OR two different IITs during the last 3 (three) financial years viz. (i.e. 2017-18 to 2019-20). Proof (agreement copies) must be attached.	
6. IATA / FIATA Membership and ISO certification	Firms must have IATA / FIATA membership and ISO certification.	

Date:

Seal & Signatures:

Annexure - 6: Bid Securing Declaration**(on the non-judicial stamp paper and must be NOTARIZED)**

(to be submitted with Technical Bid by the bidders not submitting Bid Security / EMD)

To

The Registrar, Indian Institute of Science (IISc), Bangalore - 560012 (India)

Sir,

I / We,, hereby submit my / our bid with reference to your notice inviting tender no. -.....

I / We, the undersigned on behalf of the bidder, hereby declare that:

- I. I / We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration for the bidders not submitting Bid Security / Earnest Money Deposit.
- II. I / We accept that I / We will be blacklisted and debarred from bidding for any tender / contract with Indian Institute of Science (IISc), Bangalore forever, if I am / We are in a breach of any obligation under the tender / bid conditions, because I / We
 - a) have withdrawn / modified / amended, impairs or derogates from the tender, my / our Bid during the period of bid validity or during extended bid validity period as specified in the tender document; OR
 - b) withdraw the proposal or increases the quoted prices or change in technical specifications / brand / model etc. of the item after opening of the bid during the period of Bid validity period or its extended period, OR
 - c) having been notified of the acceptance of our Bid by the purchaser (IISc) or a purchase order is placed on us by IISc during the period of bid validity or during extended bid validity, and I / we
 1. fail or refuse to execute the contract / purchase order, or
 2. fail or refuse to furnish the Performance Security, in accordance with the tender condition / purchase order, OR
 - d) indulge in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization during the bid process
- III. IISc, Bangalore may inform about our debarment / blacklisting in the form of notice on its website / CPPP / any other organization, if I / we are debarred / blacklisted.
- IV. I / we will pay fine of an amount equal to the amount of Bid Security / EMD of this tender, within fifteen (15) days from receipt of the written demand by IISc, Bangalore if I / we are debarred / blacklisted due to the enforcement of this bid securing declaration.
- V. I / We understand this Bid Securing Declaration shall cease to be valid if I am / we are not the successful Bidder, upon the purchase order is placed on another bidder / vendor.

Seal and Signature with Date of the authorized signatory of the bidder

Name and Designation

Annexure - 7
Format for Bank Guarantee for Performance Security
(Performance Bank Guarantee)

(to be submitted by the successful bidders after placement of the purchase order)

To
The Registrar
Indian Institute of Science (I.I.Sc.)
Bangalore – 560 012
Karnataka
India

Subject: Performance Bank Guarantee (PBG)

Reference: I.I.Sc. Purchase Order No. _____, dated _____

Dear Sir,

1. We hereby issue a Bank Guarantee as follows: -

Bank Guarantee No. _____ Date: _____

Amount of Guarantee Rs. _____,

Guarantee covers From _____ To _____

Last Date for Lodgement of Claim: _____

2. This deed of Guarantee executed by the (Name of the Bank: _____) constituted under _____ Act, _____ having its Central Office at _____ and amongst other places a branch at _____ (hereinafter referred to as "The Bank") in favour of The Registrar, Indian Institute of Science, Bangalore – 560 012 (hereinafter referred to as I.I.Sc.) for an amount of not exceeding Rs. _____ (in words: Rupees _____ only) at the request of M/s _____ (hereinafter referred to as the "Contractor" / "Supplier").
3. In consideration of The Registrar, Indian Institute of Science, Bangalore – 560 012 (hereinafter called I.I.Sc.) having entered into an agreement vide IISc's Purchase Order No. _____ dated _____ with M/s _____ (hereinafter called the Supplier) to carry out the supply and installation of the _____ *<Name of the equipments /work/job>* at Indian Institute of Science, Bangalore as per their above

order, the Supplier agreed to execute a Bank Guarantee for 10% of the total order value viz. Rs. _____ (Rupees _____) towards Performance Security / Performance Guarantee obligation for a period of ____ year(s) / month(s) from _____ to _____.

4. We, the _____ Bank, _____ Branch (hereinafter referred to as a Guarantor) at the request of the supplier, irrevocably undertake to indemnify and to keep indemnify I.I.Sc. without any demur to the extent of Rs. _____ (Rupees _____) in the event of the aforesaid Supplier failing to comply the Warranty / contractual Obligations as per the agreed terms to the full satisfaction of the Company as mentioned in the I.I.Sc.'s purchase order.
5. NOW THIS BANK HEREBY GUARANTEES that in the event of the said Supplier failing to abide by any of the conditions referred in tender document / purchase order / performance of the equipment / Machinery / service, etc. this Bank shall pay to Indian Institute of Science, Bangalore on demand and without protest or demur Rs _____ (Rupees _____).
6. We _____ Bank, further agree that the Guarantee herein contained shall remain in full force and affect during the period that would be taken for the performance of the equipment and / or services as stated in the Purchase Order issued by I.I.Sc. and that it shall continue to be enforceable till the completion of the period and certified that warranty and contractual obligations have been fully carried out by the supplier and accordingly discharges the Guarantee subject. However, I.I.Sc. shall have no right under after the expiry of the Guarantee, i.e. _____ (date).
7. We, _____ Bank undertake not to revoke this Guarantee, during its currency except with the previous consent of I.I.Sc. in writing.
8. Notwithstanding anything contained herein,
 - (a) Our liability under the Bank Guarantee shall not exceed Rs. _____ (Rupees _____).
 - (b) This Bank Guarantee shall be valid up to _____.
 - (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if I.I.Sc. serve upon us a written claim or demand on or before expiry of date (i.e. _____).

9. NOTWITHSTANDING anything contained herein above, our liability under this Guarantee is restricted to Rs. _____ (Rupees _____ only). Our guarantee shall remain in force until, unless a Demand or claim under the guarantee is made on our Bank in writing on or before _____, all your rights under the said guarantee be forfeited and we shall be relieved and discharged from all liabilities thereunder.
10. This Bank further agrees that the decision of Indian Institute of Science, Bangalore as to whether the said Supplier has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.
11. This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at _____ situated at _____ (Address of local branch) as following details:

Name of the Bank	
Branch Name	
Branch Code	
IFSC Code	
E-mail Id	
Phone / Mobile No.	

Seal & Signature of the Bank

Annexure - 8
Format for Contract Agreement

(to be signed between IISc and the successful bidders after placement of the purchase order)

(On non –judicial stamp paper of Rs.200/-)

AGREEMENT

FOR

Hiring of Custom House Agents (CHA) / Clearing & Forwarding (C&F) Agents for Consolidation of Consignments of Imports / Exports, Shipments from All Over the World through Air, Sea, Cargo, Courier, Foreign Post Office and Custom Clearance and Transportation / forwarding up to Indian Institute of Science (IISc)

BETWEEN

INDIAN INSTITUTE OF SCIENCE (I.I.Sc.), BANGALORE -560012
(KARNATAKA, INDIA)

AND

M/S <Name and address of the CHA>

This agreement is made at Bangalore today onday of<year> between Indian Institute of Science, Bangalore -560012 (Karnataka ,India), represented by Registrar of Indian Institute of Science, Bangalore, herein after called the "IISc" (which term shall unless excluded by or is repugnant to the context be deemed to include its other officers or authority viz. Director or Registrar or Deputy Registrar or Assistant Registrar of IISc on his / her behalf and shall also include its successors) and assigns on one part and having its principal office space & place of business at <name and address of the CHA/ C& F agent> and represented by <name, designation and address of the CHA representative> on the other part hereinafter called the CONTRACTOR (which term shall unless excluded by or is repugnant to the context , be deemed to include its higher authority, representative, successors and assigns of the contract).

Whereas the IISc want to hire the services of Custom Handling Agent (CHA)/ C& F Agent / and CONTRACTOR has offered its bid, for <Title of the Tender as pre NIT> vide CPPP Tender No. <.....> and CPPP Bid ID <.....>, in accordance with their Price Bid opened on Central Public Procurement Portal (CPPP) and IISc has accepted its offer;

Now, therefore, in consideration of the promises and mutual covenants contained herein, the CONTRACTOR and the IISc (hereinafter referred to as the "parties") agree as follows:

- a. Contract Period – with effect fromup to
- b. IISc Tender Documents (Notice Inviting Tender) for the Scope of works and services as per the Notice Inviting Tender with corrigendum(s) comprised of Tender No. <IISc Tender No.> and CPPP Tender No. <.....> and CONTRACTOR Price bid opened on CPPP (CPPP Bid No.).
- c. Bid Response Documents (Technical Bid and Financial Bid submitted on CPPP) submitted by the CONTRACTOR in fulfilling the Tender requirements that include the signed compliance.
- d. Unconditional acceptance of IISc Tender conditions as given by the CONTRACTOR.
- e. Replies to Queries / clarifications raised by IISc during Technical evaluation and Technical clarifications submitted by the CONTRACTOR in response there of vide email dated:
- f. The price bid of the CONTRACTOR opened on <date> on CPPP followed by negotiated offer (if any) and accepted by IISc.
- g. IISc's Letter of Intent stating acceptance datedand the CONTRACTOR's Acknowledgement dated
- h. IISc Order no.
- i. Performance Bank Guarantee No dated for Rs issued by the Bank
- j. Whereas, the IISc agreed to grant the CONTRACT TO <name and address of the CHA> for the referred period on Terms and conditions, mutually agreed upon as here under:

IN WITNESS WHERE OF, the parties have caused this agreement and executed by their respected duly authorized representatives on theday andyear written.

ON BEHALF OF

(M/S.....)

1. Witness:

2. Witness:

ON BEHALF OF

Indian Institute of Science, Bangalore-560012

Indicative BOQ Price Bid Excel Sheet format only for information,**NOT for filling-in and submission with technical bid.**

Value must be entered in Excel Sheet only to be downloaded from CPPP uploaded with this Notice Inviting Tender.

Name of the Bidder/ Bidding Firm / Company :	<p style="text-align: center;">Annexure - 9</p> <p style="text-align: center;">THIS CELL IN THE BOQ EXCEL SHEET HAS TO BE ENTERED BY THE BIDDER. *</p>						
Sl. No.	Item Description	Group	Quantity	Units	VALUE in Figures To be entered by the Bidder	Final Value in	VALUE in words entered by the Bidder
1	2	3	4	5	7	16	17
1	Percentage Discount on standard IATA rates (a single rate of flat discount for each category to be offered irrespective of weight slabs) (Treat the word INR deleted in column-BC for this row)	A	1	Discount Rate in Percentage	*	0.00	INR Zero Only
2.1	Agency Service Charge for FOB/FCA/ EX-WORKS / CIF / CIP / C&F / DAP shipments including Labour charges or loading at airport or seaport or ICD, EDI/CMC/BE Charges Documentation fee, IFC Charges, IGM Filling Charges, Sealing and any other charges relevant to the clearance of consignment from Airport [GST on service charge shall be payable as per rules / laws extra] (in INR)	B1	1	Per Shipment	*	0.00	INR Zero Only
2.2	Replenishment of Dry Ice in Consignments having perishable contents (in INR)	B2	1	Per KG	*	0.00	INR Zero Only
2.3	Agency Service charge for CIF and C&F Shipments, if arrives by other than bidder's console (in INR)	B3	1	Per Shipment	*	0.00	INR Zero Only

Indicative BOQ Price Bid Excel Sheet format only for information,**NOT for filling-in and submission with technical bid.**

Value must be entered in Excel Sheet only to be downloaded from CPPP uploaded with this Notice Inviting Tender.

3.1	Transportation charges from Bangalore Airport / Custom Clearing Point / ICD in Bangalore to the campus at IISc, Bangalore for both console and non-console shipments: Personal delivery of small consignments @ Rs. _____	C1	1	per delivery	*	0.00	INR Zero Only
3.2	Transportation charges from Bangalore Airport / Custom Clearing Point in Bangalore to the campus at IISc, Bangalore for both console and non-console shipments: Per truck (Medium lorry like TATA-407) @ Rs. _____	C2	1	Per truck	*	0.00	INR Zero Only
3.3	Transportation charges from Bangalore Airport / Custom Clearing Point / ICD in Bangalore to the campus at IISc, Bangalore for both console and non-console shipments: Per Truck (Big Lorry) @ Rs. _____	C3	1	Per truck	*	0.00	INR Zero Only
3.4	Transportation charges from Bangalore Airport / Custom Clearing Point / ICD in Bangalore to the campus at IISc, Bangalore for both console and non-console shipments: Heavy Lorry (Like Container Truck) @ Rs. _____	C4	1	Per truck	*	0.00	INR Zero Only
3.5	Service Charge per consignment basis for Paying and Clearing the Courier packets: Per Consignment of Courier Packets @ Rs. -----	C5	1	per consignment	*	0.00	INR Zero Only

*** - THESE CELLS IN THE PRICE BID BOQ EXCEL SHEET HAVE TO BE ENTERED BY THE BIDDER. REST ALL CELLS ARE LOCKED. BIDDERS NEED NOT TO FILL-IN IN THE LOCKED CELLS. DO NOT CHANGE THE CONTENTS OF OTHER CELLS. DO NOT UPLOAD ANY OTHER EXCEL SHEET.**