

**NOTICE INVITING e-TENDER**

Indian Institute of Science Education and Research (IISER) Berhampur, is an autonomous Institute established under Ministry of Education, Department of Higher Education, Government of India.

Electronic Tenders are invited only from the Indian manufacturers and or their authorized dealers/ distributors of Indian origin for Empanelment of Customs House Agent for the IISER Berhampur as per the quantities indicated in the section IV – Schedule of Requirement. The bidder/manufacturer/supplier/authorized dealer/distributor should be an Indian and has to adhere to the specification, quality, make in India policy of Government of India and other terms & conditions mentioned herein this NIT document, being issued after the pre-bid meeting, LOA and the POs. The potential bidders are required to visit the website <https://www.gerpegov.com/IISERBP> for submission of tender

**Section - I: Invitation for Bid**

NIT No.	IISERBpr/S&P/2024-25/14		
NIT Date:	June 04, 2024		
Brief Description of the item to be procured	Empanelment of Customs House Agent		
Quantity	01		
Tender Category:	Services		
Tender Type:	OPEN (ADVT.)		
Number of Covers:	TWO BID		
Covers Information / Submission of Bids			
Covers No.	Cover Type	Description	Document Type
1.	Technical	Technical Specification, Tender Document duly signed and stamped on each page, EMD, Schedule of Requirement and Compliance, Bidders Information/ Indian Agent Information, Integrity Pact for more than Rs. 2 Crores, Purchase order copies, and all other formats available in tender documents duly completed in all respects.	To be filled online and Scanned copies to be uploaded for verification.
2.	Financial	Financial Bid	To be filled online
<p>Two Bid System:  <b>Part - I: Techno-Commercial Bid.</b>  <b>Part - II: Price Bid.</b></p> <p>The prices should be shown against each item for the purpose of Insurance claims / replacements if any in a separate sheet and price should be quoted in price bids only as specified in tender documents.</p> <p>In case of any discrepancy in the rates indicated in the Price bid either in figures or words, the rates in words will be considered for evaluation.</p> <p><b>Note:</b> The technical offer should not contain any price information. If the price quoted is submitted in technical bid the tender will be rejected at the sole discretion of IISER Berhampur.</p> <p>Initially Technical Bids will be opened and evaluated by the purchase committee. Commercial bids of only Technically qualified bidders will be opened later.</p> <p>Contract/ Purchase Order will be awarded to the lowest bidder(L1) among them.</p>			
Form of Contract:	Services		
EMD Fee Details			

EMD INR: Payable at:	Rs. 50,000/- Through SBI I Collect <a href="https://www.onlinesbi.com/prelogin/icollecthome.htm?corpID=644974">https://www.onlinesbi.com/prelogin/icollecthome.htm?corpID=644974</a>
Bid validity (Days):	90 days
Period of Work/ Delivery Period (Days):	One week from date of Purchase / Work order
Pre-Bid Meeting Date & Time:	June 14, 2024 through Video conference / Google meet at 1100 Hrs Pre-Bid meeting of the NIT 14; Empanelment of CHA Friday, June 14 · 11:00am – 12:00pm Time zone: Asia/Kolkata Google Meet joining info Video call link: <a href="https://meet.google.com/bhd-vems-qnu">https://meet.google.com/bhd-vems-qnu</a> Or dial: (US) +1 470-771-2896 PIN: 381 532 456#
Pre Bid Meeting Place & Address:	Through Video Conference / Google meet
Contract Type:	Tender
Delivery Location:	IISER Berhampur, Transit Campus, Govt. ITI, Engineering School Road, Berhampur, Odisha - 760010
Submission End Date & Time of submission	24.06.2025, 1500 Hrs
Place of Submission of Bid	Through Online, <a href="https://www.gerpegov.com/IISERBP">https://www.gerpegov.com/IISERBP</a>
Bid Opening Date & Time:	24.06.2025, 1530 Hrs
Bid Opening Place:	Store & Purchase Section, IISER Berhampur, Transit Campus, Govt. ITI, Engineering School Road, Berhampur, Odisha - 760010
For technical Clarifications please contact:	<b>Stores &amp; Purchase Officer</b> Office Telephone: 0680 2227-783/ 709 E-mail: <a href="mailto:purchase@iiserbpr.ac.in">purchase@iiserbpr.ac.in</a> / dr@iiserbpr.ac.in
Tender Inviting Authority:	Stores and Purchase Officer on behalf of Director, IISER Berhampur Tel. No.0680 2227-783

**Signing Authority:**

**Stores and Purchase Officer**

## **Section II: Instructions to Bidders**

### **1. Preparation and Submission of offers.**

- (i) The tender shall be accepted only through online e-tendering process and all details pertaining to the tender and guidelines for e-tendering are available on the website <https://www.gerpegov.com/IISERBP>
- (ii) Intending contractors needs to register themselves on the e-tendering website [www.tenderwizard.com/IISERBP](http://www.tenderwizard.com/IISERBP) to get the USER ID and PASSWORD by paying required registration fee (Annual & Non-Refundable) through e-payment only and completing the steps specified on above referred website.
- (iii) Bid submission through any other mode will not be accepted. EXCEPT In case of Foreign Bidders without having Indian Agents can submit their e-bids without EMD by duly enclosing an undertaking to this effect on or before the date & time of submission of tender.
- (iv) All pages of the tender document shall be invariably signed by the authorized Personnel and Company's rubber stamp affixed. Photocopies of all certificates shall be self-attested by the authorized personnel. There shall be no corrections or overwriting in the tender document. Corrections, if any, should be made clearly and countersigned.
- (v) Bidders must upload soft copies/scanned copies of all documents while uploading e-tender on the website. Submit hard copies of Challan generated on deposit of EMD through SBI I collect, Certificate and Declaration on non-judicial stamp paper, Security Deposit/ Performance Bank Guaranty.
- (vi) In a tender, either the Indian agent on behalf of the Principal / OEM or Principal / OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- (vii) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
- (viii) It is mandatory for Indian Agents, Indian subsidiaries and Indigenous bidders to have GSTN Registration No. and should submit duly filled Bidders Information along with the tender document.

### **2. Validity of the Bid.** 90 Days from the last date of submission of bid

### **3. Cost of Bidding.** The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Purchaser shall not be held responsible or liable for those costs incurred regardless of the conduct or outcome of the bidding process.

### **4. Amendments to Tender Document.**

- (i) At any time prior to the deadline for submission of bids, IISER Berhampur may, for any justified reason, whether on its own initiative or in response to the clarification sought by a prospective BIDDER may modify the bid document by issuing necessary corrigendum.
- (ii) All prospective BIDDERS who have downloaded the tender document are requested to visit IISER Berhampur website for any amendments / modifications and make a note of the same, which will be binding on them.

### **5. Deadline for Submission of Bids.** Bids must be submitted only through e-tendering mode on <https://www.gerpegov.com/IISERBP> before the due date and time.

### **6. Bid Opening Process.**

- (i) In case of one bid system, e-technical & e-financial bid will be opened simultaneously in the presence of representatives of the bidders at IISER Berhampur.
- (ii) In case of two bid system, The Technical Bid will be opened in the first instance in the presence of Dept. Technical Evaluation Committee (TEC), representatives of the bidders at IISER Berhampur.
- (iii) Financial bids of only those bidders, whose bids are found technically qualified, by the Technical Evaluation Committee, will be opened in the presence of the Dept. Technical Evaluation Committee (TEC) vendor's representatives subsequently at a later date for further evaluation. Date and Time of financial bid opening shall be intimated to technically qualified bidders only.
- (iv) One authorized representative of each of the bidder would be permitted to be present at the time of opening of the bids.
- (v) The authorized representative of bidders, present at the time of opening of the bids shall be required to sign an attendance register as a proof of having attended the Technical/Commercial bid opening session.

### **7. Supplementary Offer / Modification of Original Bid.** desirous to modify their offer/terms may submit their revised / supplementary offer (s) within the extended Tender Opening Date (TOD) by clearly stating to the

extent of updation done to the original offer. The purchaser reserves the right to open the original offer along with the revised offer.

#### 8. **Confidentiality**

- (i) Information relating to the evaluation of bids, and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders. On completion of Technical Evaluation by the Committee, Vendors whose offer do not meet with the users Technical Specification will be restricted to participate in commercial bid opening process.
- (ii) Any attempt by a Bidder to influence the Purchaser in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- (iii) Notwithstanding, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it shall do so in writing.

#### 9. **Deviation, Reservations and Omissions.** During the evaluation of Bids, the following definitions apply: -

- (i) **“Deviation”** is a departure from the requirement specified in the Tender Documents;
- (ii) **“Reservation”** is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Documents; and
- (iii) **“Omission”** is the failure to submit part or all of the information or documentation required in the Tender Documents.

#### 10. **Correction of Arithmetical Errors.** Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis: -

- (i) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- (iv) Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with the same, shall result in the rejection of the Bid.

#### 11. **Evaluation of Bid.**

- (i) IISER Berhampur will evaluate technical and commercial acceptable offers on landed net Price basis.
- (ii) In case any BIDDER is silent on any clauses mentioned in this tender documents, IISER Berhampur shall construe that the BIDDER had accepted the clauses as per the invitation to tender no further claim will be entertained.
- (iii) No revision in the terms and conditions quoted in the offer will be entertained after the last date and time fixed for receipt of tenders.

#### 12. **Price Bid**

- (i) Quoting of Price(s): **Price quoted should be in Indian Rupees, free delivery at IISER Berhampur Campus at site.**
- (ii) Price RICE Bids must be submitted in enclosed Price Bid Form only.
- (iii) All the taxes including GST and other duties/levies should be shown separately.
- (iv) If the price is not quoted in Price Bid Form only provided in tender document then, IISER Berhampur will reject bid. If bidder wish to give pricing details, may be attached in separate sheet.
- (v) In case of Multiple options of same product, bidders are requested to quote only one best option and not multiple options.

- (vi) It is mandatory to quote optional items on a separate sheet otherwise your quote will be rejected.

### 13. **Corrupt & Fraudulent Practices.**

- (i) IISER Berhampur requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy.
- (ii) The terms set forth below are defined as follows:
- a) **“Corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of in kind/value to influence the action of a public official in the procurement process or in contract execution;
- b) **“Fraudulent practice”** means a misrepresentation or omission of facts in order to influence a procurement.

#### **Process or the execution of a contract.**

- (iii) “Collusive practice” means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non- competitive levels; and
- (iv) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (v) IISER Berhampur will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

### 14. **Cancellation of Tender.**

- (i) Notwithstanding anything specified in this tender document, Purchaser / IISER Berhampur in his sole discretion, unconditionally and without assigning any reasons, reserves the rights: -
- a) To accept OR reject lowest tender or any other tender or all the tenders.
- b) To accept any tender in full or in part.
- c) To reject the tender offer not confirming to the tender terms.
- (ii) IISER Berhampur will give purchase preference to Public Sector undertakings when applicable as per Govt. Policy/ Guidelines.
- (iii) Offer which deviates from the vital conditions (as illustrates below) of the tender shall be rejected: -
- a) Non-submission of complete offers as mentioned in the tender document,
- b) Receipt of offers after due date and time and or by email / fax (unless specified otherwise).
- c) Receipt of offers in open condition.
- d) Conditional Tenders and Unsigned Tenders will also be rejected.

**Special Note:** The price bid and other documents have to be Submitted separately online at [www.tenderwizard.com/IISERBP](http://www.tenderwizard.com/IISERBP). The date of Submission of online Technical and Financial will be as per tender notice.

### 15. **Requirement for Vendors for uploading online tender.**

- P.C. Connected with internet
- Registration with portal <https://www.gerpegov.com/IISERBP>
- Class-III Digital signature certificate in the name of the company of the vendor is mandatory (in the name of the company who will be submitting the EMD & general information). This may be obtained by calling our helpdesk (09073677150 and 9674758726). Bids will not be recorded without Digital signature Certificate.
- Bidders will have to pay Tender Processing fee (**Amount as per work order including GST**) (Non-Refundable) through e-payment in favour of M/S BECIL
- Note: Please check the Digital Signature Certificate. For more details, bidders may visit e-tendering portal and download the help manuals uploaded in the website.

Contact Person: -

Ms. Saswati Mujumdar Mob: 09674758722

Email: [helplinetenderwizard@gmail.com](mailto:helplinetenderwizard@gmail.com)

Help Desk No: 09073677150/09073677151/09073677152

### **Section III: Conditions of Contract**

1. Period of validity of bids: Bids shall be valid for a minimum period of 90 days from the date of opening of the Techno-Commercial Bid.
2. In accordance with the Ministry of Finance Office memorandum No F 20/2/2014 PPD (Pt) dated 25th July 2016 the institute may relax condition of prior turnover and prior experiences for Startups and MSEs subject to meeting of quality and technical specifications on case to case basis.
3. Initially the contract will be awarded for one year, which can be further extended for two more years depending upon the performance of the firm. The contract can be curtailed as per the requirement of the Institute.
4. The agency should provide the following documents to meet eligibility criteria:
  - (i) Copy of Valid Registration certificate with customs for import consolidation and valid CHA License.
  - (ii) Copy of the PAN CARD.
  - (iii) Photocopy of Income Tax Returns filed in last 3 financial years.
  - (iv) Certificate of registration of firm/Company & detail of partners (in case of Partnership Firm).
  - (v) Certificate of registration of GST.
  - (vi) The CHA should have handled import consignments of at least Rs. 5 to 10 crore per annum for last three financial years. A List of educational Institutes / Scientific Research Institutes with the name, & telephone numbers of contact person and value of import orders is required to be enclosed.
  - (vii) The Agency should have minimum turnover of Rs. 2.00 Crore p.a. related to custom clearing and handling services in last three financial year, for which Certificate of Chartered Accountant is required to be enclosed.
  - (viii) Certificates of successful running/completion of the contracts for the said services with at least three Govt. Institutes/organizations during the last 3 years. These certificates must bear the name and telephone nos. of the authorized signatory.
  - (ix) The agency should have, of least 5 years' experience in the business of consolidation and custom clearance. A Declaration in this regard is required to be enclosed.
  - (x) List of overseas consolidators.
  - (xi) Undertaking for acceptance of all tender terms and conditions.
  - (xii) Copy of IATA rates.
  - (xiii) Notarized Certificate of non-black listing / banning / suspension by any Govt. organization on non-judicial Rs.100 stamp paper.
  - (xiv) Duly filled and signed Questionnaire.
  - (xv) The agency should indicate complete postal addresses of their offices along with details of telephone & fax nos., mobile nos., e-mail address etc. of all the offices.
  - (xvi) Copy of running contracts with IITs /NITs/ IISERs /similar public funded Research Institutes.
  - (xvii) Compliance Form/Sheet for all eligibility requirements.
  - (xviii) Any other supporting document.
  - (xix) Details of partners/owners/proprietor of a firm and name of authorized signatory are required.
  - (xx) Name and contact details of operational in charge and escalation matrix to be enclosed.
  - (xxi) The Firm should be a member of IATA and copy of membership should be enclosed.
  - (xxii) 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.

### **SCOPE OF THE CONTRACT**

5. Customs clearance of imported consignments from IAAI/ICD/Foreign Post Office at Delhi/Kolkata/ Hyderabad/Chennai/Bhubaneswar/Visakhapatnam or the nearest Airport/Seaports as the case may be. Custom Clearance of the consignment including all the stages of customs clearance.
  - (i) Obtaining Non-delivery certificate/short landing certificate in case the materials are short delivered by IAAI, or airlines and lodging of claims with them immediately on behalf of IISER Berhampur.
  - (ii) Arranging insurance survey at airport/IAAI/ICD in case of damages/shortage to the consignment or partial delivery certificate.
  - (iii) Immediate delivery of consignment at IISER Berhampur after custom clearance within seven days from the date of clearance of the consignment. (A penalty of Rs. 1000.00 per day of delay shall be levied beyond 7 days' period, unless prior approval is taken in exceptional cases only on valid grounds beyond control of the CHA).
  - (iv) Besides Kolkata the agency should facilitate for clearing the consignments at Delhi, Hyderabad, Chennai and other nearest Airport /Seaport, if required.
  - (v) Any other job in connection with the clearance of goods like customs clearance of IPP/ parcels from customs/foreign post office, Kolkata/Hyderabad/ Bhubaneswar/ Visakhapatnam.

6. Immediate clearance of highly perishable consignment under Kachcha Bill of Entry method and deliver it to IISER Berhampur on the next day of custom clearance. SOP is to be provided to adopt this method. The agency should have refrigerated contains to bring possible consignment to Berhampur.
7. Arranging insurance survey at airport/AAI in case of damages to the consignment and obtaining the damage certificate.
8. 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.
9. To provide the damage certificate to the Institute for insurance claim, in case of damaged consignment and to coordinate with the Insurance agency for the said claim.
10. IISER Berhampur shall not be liable to pay any amount on account of demurrage/ penalty charges, if intimation & documents received in advance by the Agent/ contractor.
11. 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.
12. The consignment shall be moved within seven (07) days of receipt of the material from the foreign supplier/firm (For FOB/FCA/EX-WORK) and after clearance from airport/Sea Port, delivered at the institute's Central Stores within a week (7 days of landing at Kolkata /Delhi/ Hyderabad/ Chennai Airport (For FOB/FCA/EX- WORK/CIF etc.).
13. In case, the cargo is received in shortage/damaged condition/short landing cargo, no payment shall be released to the agent until IISER Berhampur 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 the Institute. 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.
14. Consolidation of the consignments being imported from throughout the world.
15. Complete monitoring and supervision of the movement from date of order/Letter of Credit and regular feedback on the progress of order to IISER Berhampur. In case the same is not received before landing of the consignment, the delay in clearance will be on the part of the clearing agent. No demurrage shall be paid by IISER Berhampur.
16. To provide timely information (pre-alert) regarding dispatch and other relevant information to IISER Berhampur.
17. Transportation of special projects materials voluminous and heavy packages, radioactive, sensitive and hazardous materials.
18. Special care should be taken for faster delivery of perishable items (Separate SOP to be provided).
19. Any other service needed regarding consolidation from time to time.
20. Exports to various countries
21. Export of defective/damaged items to the countries of import.
22. Export of consignment imported temporarily for inter comparison of standard & other purposes.
23. Export of items for repair, calibrations and other scientific work.
24. Copies of documents as mentioned in the eligibility criteria must be enclosed. Separate freight forwarding offers through third party/sister concerns etc. shall not be entertained.
25. The Techno-commercial Bids must accompany details of **EMD of Rs. 50,000/-** (Rupees Fifty Thousand Only) EMD should be in the form of bank transfer (I-Collect) / Challan at any branch of SBI. If any assistance required, Bidders may visit by copying the URL (<http://www.iiserbpr.ac.in/pdf-doc/SBI%20Collect%20Guide.pdf>) to download SBI Collect Guide. EMD of the successful bidder will be returned only upon furnishing of a PBG of Rs. 5 lacs in acceptable form which is mandatory for all vendors. No exemption is allowed.
26. Since most of the consignments will be shipped to and cleared in Kolkata/Hyderabad /Delhi /Airport/ Seaport only, therefore, the firm must have customs clearance operations in Delhi, Kolkata and Hyderabad during past Five years and preferably in respective locations.
27. Some of our job involves clearance and delivery of highly perishable CIF Consignments from Kolkata airport or from Kolkata Foreign Post Office. The firm will have to arrange for the Dry-Ice Stuffing of perishable

consignments at Kolkata Airport and perishable/Dangerous Goods shipments will have to be delivered at IISER Berhampur immediately after clearance from the airport.

28. The perishable consignment will have to be got cleared from Customs within 24 hours from the date of arrival of the consignment. In addition, it must be ensured that sufficient dry ice is available for transporting to IISER Berhampur. In case, the perishable consignment is damaged on account of insufficient dry ice or delay in clearance, CHA will be held responsible for the complete loss and money will be recovered from them.
29. The firm may also be required to export certain items for repairs or replacement, which will be re- imported after repairs. The firm should do all the procedural formalities with customs for this purpose. Similarly, the firm will also require to actively follow cases of recovery of excess duty paid to customs.
30. FCA/FOB SHIPMENTS: Most of the orders will be placed with foreign suppliers on FOB / FCA terms. Your console Air freight rates must be based on FOB /FCA shipments i.e. from shipping Airports in the exporting country to Kolkata Airport or any airport as per the requirement of the Institute. Inland handling / forwarding charges in the exporting country shall not be payable separately by us.
31. EX-WORKS SHIPMENT: In case the foreign supplier agrees to supply the goods on Ex- works basis, the consignment shall be lifted by the agent from the foreign supplier's end for onward shipment to IISER Berhampur. The inland handling/ forwarding charges shall be paid by us, only if specific approval for same with detailed breakup of charges is taken from us and all supporting documents for inland transfer like AWB receipts etc. are submitted.
32. The order copy will be sent to you / your foreign associates who will follow up with the foreign supplier to ship the goods with in delivery schedule.
33. The agency should have network of cargo forwarding/consolidating agents in at least 20 - 25 countries viz USA, UK, Germany, Japan, France, Switzerland, Hong Kong, Canada, Norway, Australia, Sweden, Austria, Ireland, Singapore, Israel, Turkey, Russia, China, Denmark, Italy, Netherlands (Holland) etc. Rates for forwarding / consolidation should be specified with reference to the Air - India IATA rates from respective countries of import. Where Air India Flights are not available, then IATA rates of the national airline of that country would be considered. Consignment will be required to be shipped in the first available airline. Under no circumstances should these rates exceed than those specified in latest issue of the IATA TACT Book.
34. Inspection Facility: The firm may also be required to carry out or arrange to carry out the inspection (arrangement of third-party inspection reports) of the ordered material at the country/port of shipments/supplier's premises and also the inspection of the packing/labeling/markings etc. (as per international packing standards & norms) on behalf of the IISER Berhampur, if required in case of any shipment(s).
35. Consolidator will be responsible for the safety of the cargo in all circumstances and handling complete & proper whether it may be the import or export consignment. In the event of non-availability of invoice or other relevant papers, if consignment incurs demurrage or penalty, the consolidator shall be solely responsible.
36. Pre-shipment advice must be intimated well in advance. A weekly statement Showing consignment shipped during last week & the proposed shipments during the next week should be submitted invariably.
37. Consignment must be cleared from custom within 24 hours by the consolidation cum clearing agent. The documents to this effect should be collected from us forthwith or in advance. The objective of consolidation cum clearance contract is to eliminate the demurrage charges. The quoting party should confirm that they will not allow any demurrage to incur.
38. The successful tenderers will have to give an undertaking that no consignment of IISER Berhampur will be detained/ withheld by them after the clearance under any circumstances.
39. The Tender shall be evaluated on overall L-1 basis however for any respective item(s), if any, the L-1 bidder may be asked to match emergent L-1 rates/discounts. Eligible bidders found technically qualified may be asked to match L-1 rates for empanelment as decided by the institute. The numbers of CHAs to be empaneled will be decided by the institute.
40. The CHA has to ensure Door Delivery to the institute from any Airport/Seaport in India. The scope of work includes complete loading /unloading and placement of shipment at respective locations in the institute as per instructions of the officials of the institute.
41. Bids of firms who have not executed any contract satisfactorily/ failed to execute any such contract/ have poor track record shall not be considered. Misrepresentation or suppression of facts will lead to cancellation of the bid and forfeiture of the EMD.



42. The successful tenderers will have to submit a Bank guarantee/ FD of any Scheduled Bank of Rs. 5.00 lacs as security deposit, which should be valid at least for Contract Periods + 90 days) from the date of commencement of contract. The said S.D. will be refunded/returned after satisfactory completion of contract. No exemption is allowed as CHA work requires handling of large value /cost of equipment's/ shipments and advances taken from the institutes.
43. Whenever any Short landing Cargo is noticed, the Agent shall be required to file "Not found" or "Not traceable" notice with the Airport Authorities and obtain Not Traceable Certificate and also lodge formal claim on Airport Authorities/ Concerned Airlines with all necessary documents under intimation to IISER Berhampur.
44. It is incumbent on the Agent to examine carefully all packages marked for customs examination of each consignment arrived at the airport with respective invoices and measurement/packaging list etc. if at the time of physical examination of the consignment any damage or loss of goods is noticed, the same shall be brought to the notice of IISER Berhampur immediately for arranging an Insurance Surveyor for surveying the consignment. The Surveyor's actual fees and expenses incurred on conveyance for carrying on the survey will be reimbursed to the Agent on submission of valid receipt. The agency shall fully support the institute in case of any insurance claim with all required documents including damage certificate of the transporter. If all requested documents/support is not provided in insurance claims, the shortfall, if any, received against insurance claims, will be recovered from agency bill.
45. The Agent shall maintain close liaison regularly with IISER Berhampur and shall be required to collect the documents whenever called over phone to do so and shall take immediate steps for the finalization of the Bill of Entry from time to time and shall see that they are filed with the custom authorities.
46. The Agent shall be held responsible for any delay on his part where he does not file the Bill of Entry with customs or does not confirm any discrepancy in documents furnished by IISER Berhampur. The demurrage charges (other than handling charges) for particular period of delay due to his negligence will be recovered from the Agent. Similarly, the Agent shall have to make good to IISER Berhampur any loss incurred due to negligence or failure on his part to take prompt action in finalization of Bill of Entry and clearance of consignments.
47. The Agent shall be responsible for safe custody and proper use of Import Duty Exemption Certificate provided to him by IISER Berhampur.
48. The cleared consignments will have to be delivered during office hours only as far as possible and practicable and manpower/ laborers for unloading/shifting/moving of consignments will have to be arranged by CHA. The agency must have the facility for storing the consignment, which could not be transported to IISER Berhampur after the custom clearance.
49. The agency should not have been black listed or banned by any government organization. A notarized certificate to this fact should be enclosed with techno- commercial bid. In case any such information is received later on, the bid contract will be considered invalid/terminated without any notice.
50. Agency shall have to provide Cargo/Courier services of agency like FedEx, DHL etc.
51. All the expenses incurred for custom clearance and transportation of consignments to IISER, Berhampur like custom duty, warehouse rent, freight charges, Airport/Port Trust dues, Transportation, Insurance charges etc. will be reimbursed on production of proper vouchers /bills/ receipts, However, if the expected expenditure of consignments is over Rs. 10.00 lacs per occasion, an advance may be given by the institute on proper requisition.
52. Final bill in two part (part- I for Reimbursement of expenses incurred & part- II for CHA service charges) along with all supporting bills, receipts, challans, and other documents after adjustment of advance (if any), should be submitted within a week after the delivery of consignment.
53. 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.
54. 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 parties must offer one and single discount on these rates which should be "in percentage (%)" only" for all countries.
55. 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 on the basis of 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 of appointing a panel of agents for consolidation and customs clearance work by matching rates to L1. 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.
56. Institute reserves the right to appoint any other clearing agent during contract period for smooth work.
57. 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).

58. 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. The agent will be responsible to deliver the goods to the respective indenter of the materials in the Institute
59. All the receipts should be provided in original including HAWB.
60. The Institute shall not be liable for payment of airfreight, customs duty, clearing charges and transportation charges, if the consignment is found in externally 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.
61. Any kind of loss or damage to the consignment from foreign airport to the institute's Central Stores at Berhampur 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.
62. If any damages/ pilferage/ theft/ shortage occurs during the transportation or loading and unloading under 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.
63. 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.
64. 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.
65. 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.
66. The agent shall also be responsible for clearance of material shipped by any other console (CIF/CIP/C&F) or Direct Purchase Order, if all relevant documents and intimation has been provided to them in advance by IISER Berhampur. In such cases, no Demurrage/penalty shall be payable under any circumstances whatsoever. The Agent shall be fully responsible for proper monitoring of shipment from principal supplier and arrangement of Demurrage/penalty free clearance of consignment coming from other console including Direct Orders.
67. It shall be responsibility of the agent to ensure/check that the consignment has been properly insured before shipping it from the respective countries and airports/seaports in India. 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.
68. Every six months, a copy of IATA rates will be required to be submitted by bidders. In case of shipment on FOB/FCA basis, no Terminal charges, Forwarder's fee; Charges for loading to carrier in shipping country etc. will 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.
69. The successful firm in whose favor, letter of acceptance has been issued by the Institute, shall be bound to sign an agreement in this behalf within 15 days of the receipt of the acceptance letter failing which, the Earnest Money Deposit of the bidder concerned shall be forfeited without making any communication in this regard.
70. 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 may be paid as per MAWB, if admissible. The signed copy of MAWB should be enclosed with the bills.
71. Penalty Clause: The Institute reserves the right to deduct a penalty for Rs.1000 per day for delay in consolidation and Airfreight of its shipments and their delivery to IISER Berhampur. The period of delay will be calculated after 7 days 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 the designated airport/seaport to IISER Berhampur after 07 days of clearance.
72. The security deposit/Bank Guarantee will be refunded / returned three months after 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. The Director, IISER Berhampur will have the discretion to invoke the payment from the bank in case of any breach of contract.

73. Arbitration. 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 a Sole Arbitrator to be appointed by the Director of the Institute at the time of dispute. The venue of the arbitration shall be at Berhampur.
74. The Director, IISER Berhampur, reserves the right to accept or reject any offer, without assigning any reasons thereof.
75. Jurisdiction. The disputes, legal matters, court matters, if any, shall be subject to Berhampur, Ganjam District Jurisdiction, Odisha only.
76. Transfer and Subletting. The seller shall not sublet, transfer, assign or otherwise part with the acceptance to the tender or any part thereof, either directly or indirectly, without the prior written permission of the Purchaser.
77. Force Majeure. Force Majeure will be accepted on adequate proof thereof.

## ELIGIBILITY CRITERIA/DOCUMENT REQUIRED

1. The CHA should have handled import consignments of at least Rs. 5 to 10 crore per annum for last three financial years. A List of educational Institutes / Scientific Research Institutes with the name, & telephone numbers of contact person and value of import orders is required to be enclosed.
2. The Agency should have minimum turnover of Rs. 2.00 Crore p.a. related to custom clearing and handling services in last three financial years, for which Certificate of Chartered Accountant is required to be enclosed.
3. Certificates of successful running/completion of the contracts for the said services with at least three Govt. Institutes/organizations during the last 3 years. These certificates must bear the name and telephone nos. of the authorized signatory.
4. The agency should have at least 3 years' experience in the business of consolidation and custom clearance. Work completion certificate from Govt Organizations/Centrally Funded Technical Institute etc must be enclosed.
5. List of overseas consolidators.
6. Undertaking for acceptance of all tender terms and conditions.
7. Copy of IATA rates.
8. The agency should indicate complete postal addresses of their offices along with details of telephone & fax nos., mobile nos., e-mail address etc. of all the offices.
9. Copy of running contracts with IITs /NITs/ IISERs /similar public funded Research Institutes.
10. Compliance Form/Sheet for all eligibility requirements.
11. Details of partners/owners/proprietor of a firm and name of authorized signatory are required.
12. Name and contact details of operational in charge and escalation matrix to be enclosed.
13. The Firm should be a member of IATA and copy of membership should be enclosed.
14. 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. Notarized Certificate of non-black listing / banning / suspension by any Govt. organization on non-judicial Rs.100 stamp paper.

### 15. EARNEST MONEY DEPOSIT (GFR 2017 Rule 170).

- (i) **EMD:** The Techno-commercial Bids must accompany details of EMD. EMD should be in the form of bank transfer (I-Collect) / Challan at any branch of SBI. If any assistance required:-Bidders may visit by copying the URL (<http://www.iiserbpr.ac.in/pdf-doc/SBI%20Collect%20Guide.pdf>) to download SBI Collect Guide. Except in case of foreign bidders without having Indian agents may be exempted for EMD by enclosing an undertaking. The Techno-commercial Bids must accompany details of EMD payment. No interest shall be paid on earnest money deposited. Bidders having valid registration with NSIC/MSE for tendered item and value will be considered for exemption from EMD amount as per extant rules. **Please submit bank account details for refund of EMD**, in the RTGS IISER Berhampur format available on this link [http://www.iiserbpr.ac.in/pdf-doc/RTGS%20NEFT%20Form\\_IISER%20Berhampur.pdf](http://www.iiserbpr.ac.in/pdf-doc/RTGS%20NEFT%20Form_IISER%20Berhampur.pdf) for getting the refund of EMD/Payment. The editable format of RTGS form is also available in <http://www.iiserbpr.ac.in/download-forms.php> in S&P tab.
- (ii) If successful bidder fails to submit the Performance Guarantee Bond within 15 days from the date of placing of Purchase Order then the Competent authority may cancel the purchase order and EMD will be forfeited.
- (iii) Return of EMD: In case of successful BIDDER, EMD will be returned within 30 days from the date of submission of Performance Guarantee Bond.
- (iv) For unsuccessful bidder, EMD will be returned within 30 days from the date of placing the Purchase Order.

### 16. Performance Guarantee (GFR 2017 Rule 171).

- (i) Performance Guarantee Bond is mandatory.
- (ii) Successful tenderer/ bidder should submit performance guarantee as prescribed above to be sent to Acting Stores & Purchase Officer, IISER Berhampur on or before 15 days from the due date of issue of order acknowledgment. The PGB to be furnished in the form of bank guarantee as per attached proforma with the tender documents, for an amount of Rs. 5 Lac.

- (iii) The Performance Guarantee should be established in favour of “The Director, IISER Berhampur”.
- (iv) PBG to be established through any of the National Banks (whether situated at Berhampur or outstation) with a clause to enforced the same on their local branch of Berhampur or any scheduled bank (other than national bank) situated at Berhampur. Bonds issued by co-operative banks will not be accepted.
- (v) Performance Guarantee Bond shall be for the due and faithfully performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the purchaser under the terms & conditions of acceptance to the tender.
- (vi) The successful tenderer is entirely responsible for due performance of the contract in letter and spirit and all other documents referred to in the acceptance of tenders.
- (vii) The PBG shall be kept valid during the period of contract and shall continue to be enforceable for a period of 90 days beyond warranty period (i.e. Warranty period + 90 days) from the date of order acknowledgement. In case PBG needs extensions up to 60 days beyond warranty period then supplier shall initiate extensions to PBG one month prior to expiry of PBG.
- (viii) For successful suppliers, if PBG is not submitted within **15 days** from the date of Order Acknowledgement, then the Purchase Order will be cancelled with forfeiting of EMD.
- (ix) No interest shall be payable by the buyer to the Bidder on PBG.

**Section IV - Schedule of Requirements**

<b>Sl No.</b>	<b>Description</b>
1	Empanelment of the Custom House Agents from the parties dealing with Custom Clearance, Import & Export Handling and International Freight Forwarding under Consolidation as per term and conditions of the NIT documents.

**TECHNO-COMMERCIAL BID**

E-Tender Enquiry No. **IISERBpr/S&P/2024-25/14** date **June 04, 2024**  
**For Empanelment of Customs House Agent**

1.	Name of Tendering Company with Registration No. & Date issued by appropriate authorities (Please enclose copy of certificate of registration)					
2.	Do you possess trade license issued by Competent Authorities in India? If so, please enclose a copy.					
3.	Name of Proprietor / Director					
4.	Furnish following particulars of the Registered Office a. Complete Postal Address					
	b. Telephone No.					
	c. Fax. No.					
	d. E-Mail Address					
5.	Furnish following particulars of the Local Branch Office. (if any) a. Complete Postal Address					
	b. Telephone No.					
	c. Fax. No.					
	d. E-Mail Address					
6.	PAN No. (Attach Attested Copy)					
7.	TIN No. (Attach Attested Copy)					
8.	If Manufacturer – Pl. attach the certificate of Registration If Authorized Dealer / Distributer – Pl. attach relevant tender specific authorization certificate.					
9.	Financial turnover for the last three financial Years. (Please attach copy of certificate by Chartered Accountant in original)					
	<b>Financial Year</b>	<b>Amount ( ` In Lakhs )</b>	<b>Remarks, if any</b>			
	(Attach separate sheet if space provided is insufficient)					
10.	Give details of the major clients – Educational Institutes/Universities, Government Departments, Research Organizations, to whom item/material of same type have been supplied by the bidder during the last two years in the following format.					
	<b>Sl. No</b>	<b>Name &amp; address of the client with details - Name of the contact person, telephone no., Fax no., e-mail id</b>	<b>Name &amp; quantity of the items sold</b>	<b>Purchase Order/Indent No. &amp; Date</b>	<b>Amount`</b>	
	1.					
	2.					

	3				
	4				
	5.				
(If the space provided is insufficient, a separate sheet may be attached)					
11	The <b>agency should not have been black listed</b> or banned by any Govt. Department, Government Organization, PSU, University, Autonomous Institute etc. .A notarized certificate to this fact should be enclosed with techno-commercial bid as per attached format.				
12	Are you an ISO certified manufacturer? If so, please attach a copy of the certificate.				
13	Please specify the minimum time required to supply the item / material from the date of receipt of the Purchase Order				
14	Additional information, if any (Attach separate sheet, if required)				
15	EMD Details, if exempted please upload relevant certificate.				
16.	Approximate time required for clearance of consignment after the receipt of the documents				
17.	Can you get the consignment cleared at your cost initially and raise the bill later on (which will be cleared within 10 days )				
18.	Whether you will be able to arrange the transportation of cleared goods from port of clearance to IISER Berhampur				
19.	Whether you will be able to provide full time assistance/service/ liaison office at Berhampur				
20.	Can you get the Insured consignment checked by the concerned authorized Insurance Authority at your end?				
21.	Whether you have storage/ warehousing facilities for equipment, instruments, and perishable chemicals.				
22.	Would it be possible for you to deliver the perishable consignments by courier /special messenger?				
23.	What strategy do you adopt for avoiding demurrage charge on consignments imported on FOB/FCA basis				
24.	What strategy do you adopt for avoiding demurrage charge on consignments imported on CIF basis				
25.	Is Price Bid enclosed in the format specified?				
26.	Have you enclosed all necessary documents as per tender document?				
27.	Have you enclosed the proof of submission of EMO				
28.	Do you agree to submit SD of Rs.5 Lakhs in form of BG (mandatory)				



29.	Have you enclosed SOP for custom clearance and delivery of perishable shipments?	
30.	Have you enclosed previous work orders and satisfactory performance certificate of at least 05 research institutes/Government organisations similar institute to IISER Berhampur.	
31.	Have you enclosed satisfactory performance certificate of at least 05 research institutes/Government organisations similar institute to I/SER Berhampur for handing Perishable items.	
32.	Do you agree to not claim any charges of inland handling and forwarding in case of FCA/FOB shipments?	
33.	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 IISER Berhampur within 7 working days and will be distributed to the concerned indenter immediately. In case of perishable items, it will be delivered within minimum time with proper arrangements.	
34.	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.	
35	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.	
36	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	
37	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.	
38	We have no objection, if Institute appoints/empanel multiple clearing agent/ freight forwarders for the same works.	
39	We agree and accept all the Terms & Conditions of the tender document.	
40	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 IISER Berhampur within 7 working days and will be distributed to the concerned indenter immediately. In case of perishable items, it will be delivered within minimum time with proper arrangements.	
41	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.	
42	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.	
43	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.	
44	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.	
45	We agree and accept all the Terms & Conditions of the tender document.	
46	We have no objection, if Institute appoints/empanel multiple clearing agent/freight forwarders for the same works.	
47	Attach / upload valid IATA membership certificate.	

**FORMAT FOR PERFORMANCE GUARANTEE BOND**

**(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)** (TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT BERHAMPUR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT BERHAMPUR OR ANY SCHEDULED BANK SITUATED AT BERHAMPUR. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.). Foreign Bank's PBG will be accepted for imported items from OEM only.

To,  
The Director,  
IISER Berhampur, Govt. ITI Campus, Engineering School Road, Berhampur, Odisha -760010.

**LETTER OF GUARANTEE**

WHEREAS Indian Institute of Science Education and Research, Berhampur (Buyer) have placed an order for supply of (item name)..... vide Purchase Order Number..... Dt..... and NIT No. .... dt. .... ANDWHEREAS

the said Purchase Order requires that any eligible successful tenderer (seller) wishing to supply the equipment / machinery, etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of "The Director, Indian Institute of Science Education and Research, Berhampur" in the form of Bank Guarantee for Rs.....

**(10% (Ten percent) of the purchase value)** and valid till 60 days beyond warranty period (i.e. Warranty period + 60 days) from the date of issue of Performance Guarantee Bond may be submitted within (Fifteen)15 days from the date of Order Acknowledgement as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document, purchase order / performance of the equipment / machinery, etc. this Bank shall pay to Indian Institute of Science Education and Research, Berhampur on demand and without protest or demur Rs ..... (Rupees. ).

This Bank further agrees that the decision of Indian Institute of Science Education and Research, Berhampur (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We, ..... (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ or Indian Institute of Science Education and Research, Berhampur (Buyer).

**Notwithstanding anything contained herein:**

- 1. Our liability under this Bank Guarantee shall not exceed Rs. .... (Indian Rupees ..... only).
- 2. This Bank Guarantee shall be valid up to .....(date) and
- 3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IISER Berhampur serve upon us a written claim or demand on or before ..... (date).

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).

Yours truly,  
Signature and seal of the guarantor: Name of Bank:  
Address:  
Date:

**Instruction to Bank:** Bank should note that on expiry of Bond Period, the Original Bond will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.

## FORMAT FOR CERTIFICATE & DECLARATION

### CERTIFICATE & DECLARATION

I have carefully gone through the Terms & Conditions as mentioned in the above referred Tender document. I declare that all the provisions of this Tender are acceptable to my company.

2. It has been certified that all information provided in tender form is true and correct to the best of my knowledge and belief. No forged / tampered document(s) are produced with tender form for gaining unlawful advantage. We understand that IISER, Berhampur is authorized to make enquiry to establish the facts claimed and obtain confidential reports from clients.

3 In case it is established that any information provided by us is false / misleading or in the circumstances where it is found that we have made any wrong claims, we are liable for forfeiture of EMD/SD and or any penal action and other damages including withdrawal of all work / purchase orders being executed by us. Further IISER, Berhampur is also authorized to blacklist our firm/company/agency and debar us in participating in any tender/bid in future.

4. I / We assure the Institute that neither I / We nor any of my / our workers will do any act/s which are improper / illegal during the execution in case the tender is awarded to us.

5. Neither I / We nor anybody on my / our behalf will indulge in any corrupt activities / practices in my / our dealing with the Institute.

6. Our Firm/ Company/ Agency is not being blacklisted or banned by any Govt. Department, PSU, University, Autonomous Institute or Any Other Govt. Organization.

Date

Signature of the Tenderer

Place

Stamp

**Note: This certificate should be executed on duly notarized` 100/- NJ Stamp Paper.**

## FORMAT FOR INTEGRITY PACT

### INTEGRITY AGREEMENT

This Integrity Agreement is made at ..... on this .....day of 20.....

#### BETWEEN

Director IISER Berhampur represented through Stores and Purchase Officer, IISER Berhampur, (Hereinafter referred as the institute, „Principal/Owner“, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

#### AND

.....  
(Name and Address of the Individual/firm/Company)

through ..... (Hereinafter referred to as the (Details of duly authorized signatory)

“**Bidder/Contractor**” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

#### Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. ....) (hereinafter referred to

as “**Tender/Bid**”) and intends to award, under laid down organizational procedure, contract

for.....

(Name of work)

Here in after referred to as the “**Contract**”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “**Integrity Pact**” or “**Pact**”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

#### Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act)

or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

#### Article 2: Commitment of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

#### Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contractor its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed

a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Principal/ Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/ Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a bidder or Contractor which constitutes corruption within the meaning of Indian Penal Code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, IISER Berhampur.

#### Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Headquarters of**

**the Division** of the Principal/Owner, who has floated the Tender.

- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

**Article 8- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of Principal/Owner)      (For and on behalf of Bidder/Contractor)

WITNESSES:

1. ....

1. ....

2. ....

2. ....

(signature, name and address)

(signature, name and address)

Place :

Place :

Date :

Date :



**PRICE BID – 1**

**NIT No. IISERBpr/S&P/2024-25/14 dt. 04/06/2024**

S.NO.	Particulars	Amount in Rs ./ % of Discount	Remark
1	Agency and attendance for release of consignment/Clearance for Kolkata, Bhubaneswar, Visakhapatnam, Hyderabad and Chennai Airports - (Charges in % of CIF/CIP Value with Minimum and Maximum Charges)  Note: Charges shall include all Services like Consolidation, Pre-alert, Collection documents, Filing of custom Documents, Collection of Delivery Orders, DO charges, Airline/Forwarder, Custom Clearance including Documentations, Customs examination Sealing, Fax, Courier, Postage, Telephone etc.  All Statutory charges shall be payable at actual against proper receipt.  Note : No Additional charges other than those quoted in fixed amount shall be considered.		
2	Freight forwarding rates of air shipment through courier r mode		
3	DO Charges on other than console consignment will be paid on actual.		
4	DO charges shall not be paid on consignments arriving under Air Consolidation		
5	Loading and Unloading charges & Cartage from Kolkata Airport to Godown in Kolkata (Amount Rs. per k.g.)		
6	Transportation charges from the port of clearance to the IISER Berhampur by Air		
7	Dry Ice-charges (Amount Rs. per k.g.)		
8	Godown /Warehousing charges if any		
9	DO /Demurrage and other Statutory charges		
10	Custom Duty/CWC Charges/Insurance if required		
11.	Bill of entry charges		
12.	Any other charges please specify: 1.		
15.	GST		
16.			

Name of the Authorized Signatory:-

Name of the Firm:-

Date:-





**PRICE BID – 4**

**NIT No. IISERBpr/S&P/2024-25/14 dt. 04/06/2024**

**BREAK UP OF CHARGES FOR INLAND FREIGHT {EX-WORKS SHIPMENTS ONLY WITH PRIOR APPROVAL OF RATES}**

		Maximum % of consignment value	Maximum % of consignment weight	Maximum % of consignment dimension					
1	Freight Charges								
2	Fuel surcharges								
3	Pickup charges								
4	Security fee								
5	Handling charges								
6	Any other Charges {pl. Specify}								
7									
8									
9									
10									

1 CHA has to submit proof of charges claimed in bills for inland freight

2 AW Bs/ Receipt of charges generated by air lines (M AW B and HAWB) to support freight bills duly mentioning all charges.

Name of the Authorized Signatory:-

Name of the Firm:-

Date:-



**PRICE BID- 6 (rates of Ocean Freight for Non Voluminous  
NIT No. IISERBpr/S&P/2024-25/14 dt. 04/06/2024**

Please indicate discount offered if any .....

Country	Sea Port	Currency	Min.	20ft Shipping Container	40 ft Shipping Container	LCL	FCL

Name of the Authroized Signatory: -

Name of the firm:-

Date:-

**PRICE BID – 7**

Transport Charges along with Loading charges at origin and Unloading at designated place at IISER Berhampur (Permanent Campus at Loudigam or Transit Campus at Govt. ITI Premises) as specified by the Institute official with the help of requisite manpower, crane, pulley etc, (All inclusive)

**NIT No. IISERBpr/S&P/2024-25/14 dt. 04/06/2024**

		Kolkata	Hyderabad	Chennai
		Rs.	Rs.	Rs.
1	TATA 407 OR EQUIVALENT			
2	EICHER 17 FT OR EQUIVALENT			
3	DCM CANTER			
4	FULL TRUCK LOAD			
5	MINI TRUCK / BOLERO/ TATA ACE			
6	PERSONAL CARRIER ( FIXED AMOUNT)			
7	COURIER CHARGES PER KG			

Note: The above transportation charges are inclusive of Loading at origin and Unloading at destination at designated place (as specified by Institute official) with the help of requisite manpower, crane, pulley etc.

Name of the Authorized Signatory :-

Name of the Firm:-

Date:-

**PRICE BID – 8**

**NIT No. IISERBpr/S&P/2024-25/14 dt. 04/06/2024**

For Appointment of the Custom House Agent from the parties dealing with Custom Clearance, Import & Export Handling and International Freight Forwarding under Consolidation

Freight Forwarding rates of Air Shipment through Courier Mode

Country	Airport	Currency	Min.	(-4S)N	(+45) Q	(+) 100	(+) 500	(+)1000

For urgently required perishable/small items etc, shipment through courier mode may be required therefore, the bidder should quote rates and other relevant details for shipments and clearance delivery up to destination (IISER BERHAMPUR) in the given format.

Name of the Authorized Signatory

Name of the Firm

Date