



CENTRAL LEATHER RESEARCH INSTITUTE
(Council of Scientific & Industrial Research)
Adyar, CHENNAI 600 020, INDIA

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Enquiry No. 2(117)/2009/Pur/T-199

Date: 16.12.2009

TENDER DOCUMENT

FOR CARGO CONSOLIDATION & CUSTOM CLEARANCE ETC.

Last Date for Purchase of Tender Document : **1st January 2010 – 5.00 P.M.**
Last Date for Free Download of Tender Document : **1st January 2010 – 5.00 P.M.**
Last Date for Submission of Bids : **4th January 2010 – 5.00 P.M.**
Tender Opening : **5th January 2010 – 10.00 A.M.**

NO TENDER DOCUMENT FEE IN CASE OF DOWNLOAD FROM WEBSITE

Cost of Tender Document Hard Copy Rs. 300/- (Rupees Three Hundred only) by way of Demand Draft in favour of Director, CLRI, if purchased from Purchase Section.

EARNEST MONEY DEPOSIT Rs. 20,000/- (Rupees Twenty Thousand only) payable by Demand Draft / Bank guarantee.

ISSUED TO : _____

STORES & PURCHASE OFFICER
CLRI, CHENNAI 600 020

INSTRUCTIONS TO BIDDER (ITB)

A. Instruction.

1. Eligibility Criteria for Bidders

- 1.1. The Bidder must submit EMD of Rs. 20,000/- .
- 1.2. Willingness to submit Bank Guarantee for an amount of **Rs. 1,00,000/-** within 15 days of award of contract.
- 1.3. IATA & CHA licenses in Chennai, India, tie up for consolidation and freight forwarding and must have branches in other places like New Delhi, Kolkata and other major cities along with relevant CHA Licenses in those cities.
- 1.4. Must be a Limited Company and ISO 9001 Certified. Copies of Incorporation and ISO Certificate must be attached.
- 1.5. Latest copies of certificates issued by custom authorities at Chennai must be enclosed confirming that they are bonafide CHA agents.
- 1.6. The agency should have networking of cargo consolidating agents in at least 20-25 Countries viz. USA, UK, Germany, Japan, France, Switzerland, Hong Kong, Canada, Norway, Sweden, Austria, Australia, Israel, Ireland, Dubai, Singapore, Denmark, Italy, The Netherlands (Holland), Finland, Korea, China, Taiwan, Portugal, Spain etc. Their agents/associates addresses, contact person, phone number, fax, mail address etc. may be listed and enclosed.
- 1.7. The agency should have **atleast 10 years** experience in the field of Cargo Consolidation & customs clearance.
- 1.8. The **agency should not have been black listed by Government of India or any Central Government undertaking (PSU)**. A certificate to this extent should be enclosed.
- 1.9. At least Three ongoing contracts with other CSIR Labs , Central Government, Central PSU's, major R&D Institutions like IIT, ISRO, ICAR, ICMR, DAE etc.
- 1.10 The tenders not complying with the above eligibility criteria will be rejected ab-initio.

2. Cost of Bidding

2.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and **Central Leather Research Institute, Chennai** hereinafter referred to as "the Appointer", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2.2 **Tender Document Fee:- No Tender Document Fee is payable by bidders who have downloaded the tender documents from the website <http://www.clri.nic.in> .** Bidders who wish to purchase Tender Document (Hard Copy) have to furnish Rs.300/- (Rupees Three Hundred only) as Tender Document fee by Demand draft in favour of Director, Central Leather Research Institute payable at Chennai, alongwith Letter of Requisition on or before **1st January 2010 – 5.00 P.M.** CLRI WILL SEND THE TENDER DOCUMENT BY COURIER/SPEED POST AND IS NOT LIABLE FOR ANY DELAY OR LOSS IN TRANSIT.

B. The Bidding Documents

3. Contents of Bidding Documents

3.1 The Services required, bidding procedures and contract terms are prescribed in this bidding documents. In addition to the Invitation for Bids (Tender Notice), the bidding document includes:

- (a) Instructions to Bidders;
- (b) General Conditions of Contract (GCC);
- (c) Special Conditions of Contract (SCC);
- (d) Scope of Work;
- (e) Forms specified for bidding process.

3.2 The Bidder is expected to examine all instructions, forms, terms and conditions in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

3.3 The tender document/bidding document is not transferrable under any circumstances.

4. Amendment of Bidding Documents

4.1 At any time prior to the deadline for submission of bids, the Appointer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

- 4.2 All prospective bidders who have downloaded or received the bidding documents will be notified of the amendment in writing by email or by fax, and will be binding on them.
- 4.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Appointer, at its discretion, may or may not extend the deadline for the submission of bids.

C. Preparation of Bids

5. Language of Bid

- 5.1 The bid prepared by the Bidder, as well as all correspondences and documents relating to the bid and exchanged by the Bidder and the Appointer, shall be written in English language.

6. Documents Comprising the Bid – TENDERING MODE IS SINGLE BID ONLY.

- 6.1 Bid should contain the following details as per Format
- a) EMD for Rs.20,000/-
 - b) Letter showing willingness to submit Bank Guarantee for Rs.1.00 Lakh
 - c) Copy of IATA and CHA licenses in Chennai, other cities and network details of the bidder
 - d) Copy of certificate of incorporation of the company
 - e) Copy of ISO 9001 Certificate
 - f) List of Freight Forwarders with address etc. abroad for freight forwarding and consolidation.
 - g) Proof for 10 Years experience in field of cargo consolidation and customs clearance.
 - h) Letter self certifying that the bidder is not black listed from Central Government/PSU.
 - i) Three ongoing Contract copies with Central Govt./R&D Institution/PSUS.
 - j) copy of PAN Number
 - k) Copy of Service Tax Registration.
- 6.2 Price details should be in your letter head as per the bidding sheet (Format) attached.
- 6.3 Fixed Price: Price quoted by the Bidder shall be fixed during the Bidder's performance of the Contract except variable charges levied by airlines like fuel surcharge etc. and other variable charges charged by the Airlines/Sea freight operators. All other charges are not subject to variation on any account.

7. Bid Currencies

- 7.1 Prices shall be quoted in Indian Rupees only except for rates for airfreight and sea freight which can be foreign currency.

8. Bid Security/EMD

- 8.1 The Bidders are required to submit Bid Security / EMD along with the **Bid** for an amount of Rs.20,000/- in the form Demand Draft/Bank Guarantee in favour of **The Director, Central Leather Research Institute, Chennai** payable at Chennai.

The Bid Security/EMD shall be in Indian Rupees and shall be in one of the following forms:

- a) A Bank Guarantee issued by a nationalized/scheduled bank, in the format provided in the bidding documents and valid up to 06 months from the date of opening of the bids
or
- b) Bankers cheque or demand draft.

- 8.2 The Bidder's Bid Security / EMD will be returned in 45 days after finalization of the contract.

9. Period of validity of Bids.

- 9.1 Bids shall remain valid for at least 120 days after the date of bid opening prescribed by the Appointer. A bid valid for a shorter period may be rejected by the Appointer as non-responsive.
- 9.2 In exceptional circumstances, the Appointer may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (by email/fax). The bid security provided under Clause 8 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required or permitted to modify its bid.
- 9.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

10. Format and Signing of Bid

- 10.1 The bid shall be submitted for Cargo Consolidation, Customs Clearance etc. with detailed rates/charges separately strictly as per the format provided. The bid shall be typed in the bidders Letter Head and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the title bid.

- 10.2 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

D. Submission of Bids

11. Sealing and Marking of Bid

- 11.1 **The envelope must be sealed and super scribed with Tender No., 2(117)/2009/Pur/T-199 Date 16th December 2009 and Due Date for submission 4th January 2010 and addressed to :- Stores & Purchase Officer, Central Leather Research Institute, Sardar Patel Road, Adyar, Chennai – 600 020.**
- 11.2 If the envelope is not sealed and marked as required, the Appointer will assume no responsibility for the bid's misplacement or premature opening.

12. Deadline for Submission of Bids

- 12.1 Bids will be received by the Appointer specified not later than the time and date specified in the Invitation for Bids. In the event of the specified date i.e., **4th January 2010 at 5.00 P.M.** for the submission of Bids being declared a holiday for the Appointer, the Bids will be received up to the appointed time on the next working day.
- 12.2 The Appointer may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Appointer and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 12.3 **The Separate covers containing EMD, Bidding Sheets, Annexure, should be clearly Super scribed as “EMD”, “Bidding Sheets” and “Annexure” respectively.** The outer cover should be sealed and marked as per ITB Clause 11.1 . **Quotations delivered personally should be put in the Tender Box kept in the Purchase Section, CLRI.** The bidders themselves should ensure that their tenders with all requirements reach this office within the stipulated date and time. No late-tenders or delayed-tenders will be accepted. CLRI will not be responsible for non-receipt / postal delays.

13. Late Bids

- 13.1 Any bid received by the Appointer after the deadline for submission of bids prescribed by the Appointer, will be rejected and/or returned to the Bidder.

14. Modification and Withdrawal of Bids

- 14.1 The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by the Appointer prior to the deadline prescribed for submission of bids.
- 14.2 The Bidders modification or withdrawal notice shall be prepared, sealed, marked and dispatched by the bidder in accordance with Clause 11.1 of ITB. A withdrawal notice may also be sent by email / fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 14.3 No bid may be modified subsequent to the deadline for submission of bids.
- 14.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to GCC Clause 5.

E. Bid Opening and Evaluation of Bids

15. Opening of Bids by the Appointer

- 15.1 The Appointer will open all **bids**, in the presence of Bidders' representatives who choose to attend, on the date and time of opening, i.e., **5th January 2010 at 10.00 A.M.**

The Bidder's representatives who are present shall sign on the Tender Opening Form evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Appointer, the Bids shall be opened at the appointed time and location on the next working day.

- 15.2 The bidder's names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Appointer, at its discretion, may consider appropriate, will be announced at the opening. All bids shall be accepted at bid opening, except late bids/delayed bids.
- 15.3 Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

16. Clarification of Bids

- 16.1 During evaluation of bids, the Appointer may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

17. Preliminary Examination

- 17.1 The Appointer will examine the bids to determine whether they are complete and responsive, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- 17.2 Arithmetical errors will be rectified on the following basis. If the Consolidation and Clearing Agent does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount, which is highest, will prevail.
- 17.3 The Appointer may waive any minor informality, nonconformity, or irregularity in a bid, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any Bidder.
- 17.4 Prior to the detailed evaluation, the Appointer will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the eligibility criteria and terms and conditions of the bidding documents without deviations.
- 17.5 If a bid is not substantially responsive, it will be rejected by the Appointer and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

18. Contacting the Appointer

- 18.1 No bidder shall contact the Appointer on any matter relating, to its bid, from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bid additional information to the notice of the Appointer, it should do so in writing.
- 18.2 Any effort by a Bidder to influence the Appointer in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the bidder's bid.

19. Appointer's right to accept any Bid and to reject any or all Bids.

- 19.1 The Appointer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring

any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Appointer's action.

20. Notification of Award

- 20.1 Prior to the expiry of the period of bid validity, the Appointer will notify the successful bidder in writing by registered letter or by email/ fax the Contract/Letter of Intent.

GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 In this contract the following terms shall be interpreted as indicated

- (a) "The Order" means the Purchase Order/Contract placed by CLRI including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the **Consolidation and Clearing Agent** under the Order for the full and proper performance of its contractual obligations;
- (c) "GCC" means the General Conditions of Contract contained in this section.
- (d) "SCC" means the Special Conditions of Contract.
- (e) "The Appointer "means "**Central Leather Research Institute, Chennai 600 020** " commonly known as "CLRI, Chennai".
- (f) "The Appointer's destination" is "CLRI Stores, Chennai".
- (g) "**The Consolidation and Clearing Agent**" means the company consolidating and clearing the Goods and Services under this Contract.
- (h) "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Use of Contract Documents and Information

3.1 The Consolidation and Clearing Agent shall not without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or information furnished by or on behalf of the Appointer in connection therewith, to any person other than a person employed by Consolidation and Clearing Agent in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

3.2 The Consolidation and Clearing Agent shall not, without the Appointer's prior written consent make use of any document or information enumerated except for purposes of performing the Contract.

3.3 Any document, other than the Contract itself, enumerated shall remain the property of the Appointer and shall be returned (in all copies) to the Appointer on completion of the Consolidation and Clearing Agent's performance under the Contract if so required by the Appointer.

4. Submission of the bids

4.1 All bids complete in all respect must reach this office within the last date and time of receipt of bid. No extension shall be allowed for any reason whatsoever. Late tenders shall be rejected.

5. Forfeiture of EMD

5.1 The Bid Security/EMD is required to protect the Appointer against the risk of Bidder's conduct, which would warrant the security's forfeiture.

5.2 The following conduct (s) warrant the security's forfeiture.

- a) If the bidder withdraws or amends, impairs or derogates from the Tender in any respect within the period of validity of this tender.
- b) If the bidder having been notified of the acceptance of the tender by CLRI during the period of its validity.

(i) Fails to furnish the Performance Security for the due Performance of the contract within 15 days of award of contract

(or) / (and)

(ii) Fails or refuses to accept/execute the contract.

6. Delivery and Documents

6.1 Delivery of the Goods shall be made by the Consolidation and Clearing Agent in accordance with the terms specified by the Appointer in the Notification of Award. The details of shipping and/or other documents to be furnished by the Consolidation and Clearing Agent are specified in SCC.

6.2 The following are the documents required during delivery viz. (a) Delivery Challan in duplicate (b) Copy of Invoice (c) Copy of Packing List.

7. Local Transportation

- 7.1 Where the Consolidation and Clearing Agent is required under the Contract to transport the Goods from a specified place of destination within India defined as CLRI's Stores, transport to such place of destination in India, as shall be specified in the Contract, shall be arranged by the Consolidation and Clearing Agent, and the related cost shall be included in the Contract Price.
- 7.2 Where the specified place of destination is other than the site mentioned in Contract specific quotation will be obtained by the Appointer for such transportation from the Consolidation and Clearing Agent.

8. Payment

- 8.1 The method and conditions of payment to be made to the Consolidation and Clearing Agent under this Contract are as follows:
- (a) The **Consolidation and Clearing Agent's** request(s) for payment shall be made to the Appointer in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, and upon fulfillment of other obligations stipulated in the contract.
 - (b) Payments shall be made promptly by the Appointer normally within thirty (30) days after submission of the invoice or claim by the Consolidation and Clearing Agent.
 - (c) Payment shall be made in Indian Rupees.
- 8.2 The following vouchers are required along with invoice for settlement of payment.
- (a) Copy of HAWB in case of Air shipment or Copy of Bill of Lading in case of sea shipment.
 - (b) Terminal, Storage and Processing Charges receipt issued by Airports Authority of India
 - (c) Documentation Charges / EDI Charges bill
 - (d) TR6 Challan (for payment of Customs Duty)
 - (e) Bill of Entry Exchange Control Copy and Home Consumption Copy
 - (f) Premium Receipt for insurance in case of specific voyage policy or insurance certificate in case of open policy.

9. Prices

- 9.1 Prices charged by the **Consolidation and Clearing Agent** for Services performed under the Contract shall not vary from the prices quoted by the Consolidation and Clearing Agent. in its bid, with the exception of any price adjustments authorized in SCC.

9.2 No price revision will be permitted during the period of contract excepting any price adjustment authorized.

10. Contract Amendments

10.1 No variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

11. Assignment

11.1 The **Consolidation and Clearing Agent** shall not assign in whole or in part its obligations to perform under the Contract, except with the, "Appointer's" prior written consent.

12. Delays in the Consolidation and Clearing Agent's Performance

12.1 Delivery of the Goods shall be made by the **Consolidation and Clearing Agent** in accordance with the time schedule specified by the Appointer.

13. Liquidated Damages

13.1 If the **Consolidation and Clearing Agent** fails to perform the Services within the period(s) specified in the Contract, the Appointer shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, of the unperformed Services for each day or part thereof of delay until actual performance.

A sum equivalent to 0.5% of the Contract Value for each day of delay or part thereof until actual delivery will be deducted from the Contract Value, as liquidated damages, subject to maximum deduction of 10 percent of the Contract Value.

Once the maximum is reached, the Appointer may consider termination of the contract.

14. Termination for Default

14.1 The Appointer may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the **Consolidation and Clearing Agent**, terminate the contract in whole or in part.

- (a) If the **Consolidation and Clearing Agent** fails to deliver any or all of the Goods within the period(s) specified in the Contract.
- (b) If the **Consolidation and Clearing Agent** fails to perform any other obligation(s) under the Contract.

- (c) If the **Consolidation and Clearing Agent** in the judgment of the Appointer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this Clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the clearing process or in contract execution.

"Fraudulent practice: a misrepresentation of facts in order to influence a clearing process or the execution of a contract to the detriment of the Appointer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Appointer of the benefits of free and open competition;"

- 14.2 In the event the Appointer terminates the Contract in whole or in part, the Appointer may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Clearing Agent shall be liable to the Appointer for any excess costs for such similar Services. However, the Clearing Agent shall continue the performance of the Contract to the extent not terminated.

15. Force Majeure

- 15.1 Notwithstanding the **Consolidation and Clearing Agent** shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- 15.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the **Consolidation and Clearing Agent** and not involving the **Consolidation and Clearing Agent's** fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Appointer either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 15.3 If a Force Majeure situation arises, the **Consolidation and Clearing Agent** shall promptly notify the Appointer in writing of such conditions and the cause thereof. Unless otherwise directed by the Appointer in writing, the **Consolidation and Clearing Agent** shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

16. Termination for Insolvency

- 16.1 The Appointer may at any time terminate the Contract by giving written notice to the **Consolidation and Clearing Agent**, if the Clearing Agent becomes bankrupt or otherwise

insolvent. In this event termination will be without compensation to the **Consolidation and Clearing Agent**, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Appointer.

17. Termination for Convenience

17.1 The Appointer, by written notice sent to the **Consolidation and Clearing Agent**, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Appointer's convenience, the extent to which performance of the **Consolidation and Clearing Agent** under the Contract is terminated, and the date upon which such termination becomes effective.

18. Resolution of Disputes

18.1 The Appointer and the **Consolidation and Clearing Agent** shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

18.2 If, after the commencement of such informal negotiations, CLRI and the **Consolidation and Clearing Agent** have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as under. In the case of a dispute or difference arising between CLRI and the **Consolidation and Clearing Agent** relating to any matter arising out of or connected with the agreement, such dispute or difference shall be referred to the award of two Arbitrators, one Arbitrator to be nominated by CLRI and the other to be nominated by the **Consolidation and Clearing Agent** or in the case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference, and in case the Arbitrators cannot agree to the Umpire, he may be nominated by the Director General, Council of Scientific And Industrial Research, New Delhi. The award of the Arbitrators, and in the event of their not agreeing, of the Umpire appointed shall be final and binding on the parties. The Indian Arbitration & Conciliation Act 1996, the rules there under and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings. The venue of arbitration shall be CLRI, Chennai.

19. Governing Language

19.1 The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the contract, which are, exchanged by the parties, shall be written in the same language.

20. Applicable Law

20.1 The contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to Chennai jurisdiction.

21. Taxes and Duties

21.1 **Consolidation and Clearing Agent** shall be entirely responsible for all taxes, duties, license fees, octroi/Entry Tax, etc., incurred until delivery of the contracted Goods to the Appointer.

21.2 CLRI is registered with Department of Scientific & Industrial Research, Govt. of India and is exempt from payment of customs duty vide notification 51/96 dated 23rd July 1996 (amended vide notification 20 / 2002 dated 1st April 2002). Hence a concessional customs duty up to 5% is only payable. Education cess and the counter vailing duty (CVD introduced in March 2006) of 4% is extra.

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the Provisions herein shall prevail over those in the General Conditions of Contract. The corresponding number of the General Conditions is indicated in parentheses.

1. Definitions

- (a) The Appointer is **Central Leather Research Institute, Chennai.**
- (b) **The Consolidation and Clearing Agent** is the successful bidder who has accepted the contract.

2. Deposit-Cum-Contract Performance Guarantee

The bidder has to submit a Performance Guarantee for Rs, 1,00,000/- within 15 days from the date of award of contract valid up to 90 days beyond the expiry of the contract period.

3. Notices

For the purpose of all notices, the following shall be the address of the Appointer and Clearing Agent.

Appointer: Director, Central Leather Research Institute, Chennai.

Consolidation and Clearing Agent: the address as given in the bids.

4. Consolidation and Clearing Agent shall regularly intimate progress of supply, in writing, to the Appointer as under*:

Communication if any made from or to Principals or their Indian Agents;
Date of completion of each shipment including incidental services, if any; and
Date of receipt of entire payments under the Contract.

5. WORKING HOURS

The **Consolidation and Clearing Agents** shall be responsible for performing all or any of the services detailed in and arising out of the Contract, round the clock through the period of this contract without any additional remuneration or whenever so required by DIRECTOR, CENTRAL LEATHER RESEARCH INSTITUTE at the Airport, Cargo Complex / Chennai Seaport. For the purpose of operation of this contract, only the holidays, as observed by the Air Port and Customs Authorities, shall be recognised as closed holidays

for the **Consolidation and Clearing Agent** other holidays declared by the **Consolidation and Clearing Agent** on their own shall not be recognised.

6. **VOLUME OF WORK**

No guarantee can be given as to any definite volume of work, which will be entrusted to the **Consolidation and Clearing Agents** at any time or throughout the period of the contract.

7. **SET OFF**

Any sum of money due and payable to the **consolidating and Clearing Agents** (including security deposit returnable to them) under the contract may be appropriated by CENTRAL LEATHER RESEARCH INSTITUTE and set off against any claim of CENTRAL LEATHER RESEARCH INSTITUTE for the payment of a sum of money arising out of or under other contract made by the Clearing Agents with CENTRAL LEATHER RESEARCH INSTITUTE.

8. **PAYMENT TERMS**

a) **Payment for freight (Sea/Air)** – The contractor shall pay freight charges up to Rs.1,00,000/- per consignment and claim reimbursement. Amounts higher than Rs.1,00,000/- will be arranged in advance.

b) **Payment of Customs Duty and Airport/Port Charges** - The contractor shall pay duties, airport/port levies and charges up to Rs.1,00,000/- per consignment and claim reimbursement. Amounts higher than Rs.1,00,000/- will be arranged in advance.

c) All other charges and levies will be only reimbursed by CLRI.

d) All invoices (Freight, Customs Duty, Clearance Charges etc.) supported by relevant vouchers will be settled within 30 days from the date of receipt in CLRI.

9. **PERIOD OF CONTRACT**

a) The contract will be awarded for a period of Five Years.

b) The Director, CLRI reserves the right to terminate / cancel / modify the contract, according to the performance of the consolidating and clearing agent, giving One Months Notice.

10. Director CLRI, reserves the right to enter into similar contracts with other consolidation and clearing agent in similar type of material or specific type of material as and when necessary.

SCOPE OF WORK

The Director, Central Leather Research Institute, Sardar Patel Road, Adyar, Chennai 600 020 invites Sealed Tender from reputed and registered Freight Forwarding & Custom Authorised Custom House agents registered in Chennai (**Consolidation and Clearing Agent**) for Collection, Consolidation, Customs Clearance and insurance for the imported items. In certain cases, export and export for re-import after repair also has to be done including Insurance and dispatch to CLRI Stores, Chennai. The materials after clearance are to be transported and delivered at Stores CLRI Adyar, Chennai.

1. CONSOLIDATION & FREIGHT FORWARDING

The Agent shall perform the following services

- a) To contact the foreign suppliers on whom Purchase Order has been placed by this Laboratory and to receive cargo from them.
- b) The Agent shall ensure that the contents are securely packed and fit for AIR FREIGHT / Sea Shipment and are acceptable to AIR Carriers / Shipping Lines as the case may be. Packing should be export worthy / Air worthy / sea worthy packing.
- c) The Agent shall consolidate the air-cargo intended for CLRI, Chennai and the same is to be delivered at Stores CLRI Adyar, Chennai. The cargo shall not be held by the Agent for the purpose of consolidation for a period exceeding 3 working days from the date of receipt of cargo from foreign suppliers and the same is to be sent to Chennai by the 1st available flight / ship (The Three Working Day will be calculated based on the days shown in HAWB and MAWB).
- d) The Agent should ensure while making House Airway Bill that their Associates abroad collect 3 sets of documents viz., Invoice Copy, Packing List, Insurance Certificate from the suppliers and arrange expeditious dispatch to CLRI, Chennai within 3 days of receipt.
- e) To promptly inform the Stores & Purchase Officer, CLRI by fax & E-mail regarding (a) flight details b) MAWB, c) HAWB, quoting without fail the CLRI Purchase Order No. etc., immediately after the cargo is put on flight/ship.
- f) Agent will be responsible and accountable to CLRI for proper safety, care, handling and storage of cargo while in their custody.
- g) The Agent shall on receipt of the cargo at destination, promptly notify the Purchase Officer / Stores Officer of this Laboratory, about the AWB of their cargo and handover all related documents immediately after landing of the cargo. The CAN (Cargo Arrival

Notice) will be faxed / couriered /emailed to CLRI within 6 hrs. of Landing at Chennai Airport.

- h) It will be the duty of the Agent in all cases of loss or misplacement of consignment to take such measures as may be reasonable for the purpose of averting or minimizing the loss and to ensure that all rights of the Laboratory against Carriers, Airport Authorities, Insurance Co., or other 3rd Party are properly preserved and exercised. Claims to all the concerned parties to be lodged by Agent within the time limits prescribed by them for such claims. If no such claim or delayed claim is lodged by the Agent, the entire responsibility of such loss if any will be to Agent's Account.
- i) The rates should be quoted for both Hazardous & Non-Hazardous consignments for AIR / SEA Freight in price bid sheet. The rates shall be paid on volumetric weight or actual gross weight whichever is higher as per IATA rules.
- j) The Agent shall furnish Bill of Entry for home consumption and exchange control copies to Stores & Purchase Officer, CLRI during delivery of consignment.
- k) Please also mention the collection charges inland transport or foreign country etc., Specific Rates in detail for the consignment for which the Purchase Order is placed on Ex-works basis / FOB/FCA basis.
- l) The rate should be quoted for AIR INDIA CARGO PLANES / CHEAPEST RATE of other Airlines / Shipping Corporation of India / other Shipping Lines.
- m) The Agent shall pay freight (Sea / Air) and other charges for value upto Rs.1,00,000/- per consignment and claim reimbursement from CLRI.

2. **INSURANCE:**

- a) Marine insurance has to be arranged by Agent by open / specific voyage policy for equipments / instruments / perishables / consumables / Chemicals & Glasswares imported by CLRI or exported for 110% of CIF Value covering Institute Cargo Clause, Institute War Clause, Institute Strike Clause.
- b) In specific cases CLRI may request the contractor to furnish insurance during erection and commissioning of equipment.
- c) Insurance should be all risks cover including SRCC, war risk etc. and covered up to the warehouse in CLRI or Project site as the case may be.
- d) The Agent shall cover insurance either open / specific voyage policy and claim reimbursement of premium paid along with the freight bill under SCC Clause 1 (m).

3. **WORK INVOLVED BY THE CLEARING AGENTS**

- a) Preparation of Bill of Entry (Kacha, EDI, Advance whenever situation requires)
- b) On receipt of the instructions, the Clearing Agents shall immediately prepare the necessary papers for presenting to the Customs, airport Authorities or other authorities concerned and arrange to obtain delivery of the cargoes. If the particulars relating to the cargo furnished in the instructions are not sufficient, the Clearing Agents will take steps that are necessary for obtaining the required particulars from STORES & PURCHASE OFFICER, CENTRAL LEATHER RESEARCH INSTITUTE. In all such cases, the Clearing Agents will have to take all adequate steps for obtaining delivery of the cargoes at the earliest time possible.
- c) Where cargoes are landed in damaged condition, the Clearing Agents shall immediately apply, obtain and forward reports of Survey conducted in the presence of the Carriers, the Airport Authorities and Customs within the statutory time limit prescribed for the survey. The survey reports are required for lodging claims and obtaining compensation from the parties responsible for compensating the damages / loss. Hence, care will have to be taken to ascertain that the parties' responsibilities are not disputed at a later stage on some pretext or other. The representative of the consignees where available locally should be associated during the surveys. The Clearing Agents should be fully conversant with the relevant provisions of the Carriage of Goods by Air Act, Customs Act and other Acts/ Rules / Procedures etc. The Clearing Agents shall be required to perform all the duties, which they are bound to do under the above Acts, Rules and Procedures, as amended from time to time.
- d) The Clearing Agents shall be responsible to take delivery of all the packages covered by the Bill of Entry and Delivery Order, in respect of each consignment. Whenever consignments / packages are landed short, the Clearing Agents shall be required to notify the Airport Authorities and obtain and forward the short landing certificate to The Stores & Purchase Officer, CENTRAL LEATHER RESEARCH INSTITUTE.
- e) After obtaining delivery, the Clearing Agents will deliver the cargoes by Road or arrange despatch by Road as specified in the instructions of CENTRAL LEATHER RESEARCH INSTITUTE and shall obtain clear receipts for all such deliveries effected.
- f) The Clearing Agents will have to arrange completed clearance and despatch of cargoes for which instructions / documents have been issued to them upto and including the date of expiry of contract and also finalise all customs formalities relating to these consignments as on that date. Refunds if any due to CENTRAL LEATHER RESEARCH INSTITUTE, when received by the Clearing Agents will have to be deposited in favour of CENTRAL LEATHER RESEARCH INSTITUTE immediately. The Clearing Agents will be paid after completion of all outstanding work in terms of the Contract.

4. INSTRUCTIONS FOR WORK LIAISON ETC.

The Clearing Agents will normally receive complete instructions from CENTRAL LEATHER RESEARCH INSTITUTE. The Clearing Agents will have to maintain close liaison with

CENTRAL LEATHER RESEARCH INSTITUTE, AAI / CUSTOMS authorities and Carriers concerned and carryout the work entrusted to them with full sense of responsibility to the best interest of CENTRAL LEATHER RESEARCH INSTITUTE.

5. SERVICES TO BE PERFORMED BY THE CLEARING AGENTS

The Clearing Agents shall render all or any of the services stipulated hereinafter and as directed from time to time together with such auxiliary and incidental duties due to services and operations as may be indicated by CENTRAL LEATHER RESEARCH INSTITUTE. If, in the opinion of the CENTRAL LEATHER RESEARCH INSTITUTE (whose decision shall be final and binding of the Clearing Agents) the Clearing Agents fail at any time to render all or any of the services under the contract satisfactorily, they may at their option get the work done by other parties at the risk and cost of the Clearing Agents. The additional expenditure so incurred, in getting the work done by other Clearing Agents, thereby, shall be reimbursed by the Clearing Agents.

6. TEMPORARY STORAGE, PENDING DESPATCH

It may be necessary in some cases to hold incoming cargoes in temporary storage at the Airport, pending despatch. In such cases, the Clearing Agents shall have to provide suitable storage accommodation within Airport premises. Clearing Agent should provide documentary evidence towards storage of accommodation they are having within Airport premises.

CENTRAL LEATHER RESEARCH INSTITUTE also reserves the right to divert / despatch / delivery / shipment of cargo at the Airport held by the Clearing Agents at their go-down to another, if in the opinion of CENTRAL LEATHER RESEARCH INSTITUTE such action is considered necessary. Such transfer will be at the risk of the first Clearing Agents.

7. DESPATCH BY ROAD

- a) All consignments cleared should be delivered by the next working day. Perishables, Liquid Helium etc. should be delivered on the same day of clearance.
- b) The Clearing Agents shall be held responsible in case delivery / despatch is effected wrongly and to consequent loss and expenditure therefrom. They shall be responsible for delay in effecting delivery / despatch and for delay in forwarding the relevant documents to the consignees / indentors etc., pertaining to the delivery / despatch. Any loss suffered in consequences will be recovered from the Clearing Agents.

8. PAYMENT OF CUSTOMS DUTY

- a) The CHA shall pay customs duty upto Rs.1,00,000/- per consignment (Bill of entry and claim reimbursement from CLRI.
- b) In case of any delay due the performance on the part of the Clearing Agent's, which involves payment of demurrage charges / warehouse rent / storage charges, such charges will have to be borne by the Clearing Agent.

9. MAINTENANCE OF RECORDS, SUBMISSION OF STATEMENTS, RETURNS ETC.

The Clearing Agents shall maintain the following registers and / or any Register according to the instructions of CENTRAL LEATHER RESEARCH INSTITUTE from time to time.

- a) A register giving full particulars of stores entrusted for clearance, cleared and disposed.
- b) A register for Bills of Entry filed by them.
- c) A godown register in respect of cargo received and kept in the godown.
- d) Any other register, form or statement, as desired by CENTRAL LEATHER RESEARCH INSTITUTE

The Clearing Agents will have to produce these registers for inspection by CENTRAL LEATHER RESEARCH INSTITUTE as and when required for inspection.

10. EXPORT

Whenever necessary the consolidation agent will be required to arrange export of the goods for warranty repair/servicing/calibration. Export instruction with available details of cargo may be issued to the consolidating Agents by CENTRAL LEATHER RESEARCH INSTITUTE. The Clearing Agents are required to take delivery of the cargoes meant for export from Rail-head / Transport / Airlines go-downs. The handling and clearance of export cargoes, their temporary storage where necessary and Subsequent despatch by Air must not be regarded as separate operation but only as a single operation of export. The Clearing Agents will arrange export of cargoes by Air under Export for Re-import / Exhibition / Testing wherever necessary, as instructed.

The Consolidating Agents shall be responsible for effecting claims against the Carriers Transport / Airlines for any shortages / damages noticed at the time of clearance and in the case of clearance of such cargo suitable action will be taken to hold survey etc., at

the time of taking delivery of the cargo in accordance with the Rules. The clearing Agents shall be responsible for all losses / damages to stores direct and consequential from the time they are consolidating.

The consolidating Agents shall send advance intimation to the overseas consignees as soon as shipment is effected, obtain the air consignment notes and other such documents that are required for obtaining delivery at the port of destination and forward the same to overseas consignees in time to obtain delivery at the destination point.

11. LIABILITIES OF THE CONSOLIDATING AGENTS REGARDING LOSS, DAMAGE ETC.

If and when any expenses such as Customs duty, Airport demurrages etc., charges which are avoidable are incurred or losses to stores or losses of claims for compensation from Carriers / Airport / Authority or Insurance Company or other Authority are occasioned on account of their negligence or failure to exercise all care, diligence and economy, CENTRAL LEATHER RESEARCH INSTITUTE will have the right after giving the consolidating Agents an opportunity to explain at their discretion, to require the consolidating Agents to reimburse CENTRAL LEATHER RESEARCH INSTITUTE with whole or any part of such expenses. The amounts, which have been spent on account of consolidating Agents negligence etc., will be recovered from the amounts due to consolidating Agents on account of Service Charges, handling, Transport charges, etc.

12. MISCELLANEOUS

The consolidation, freight forwarder and CHA will be required to do all related and incidental work in import of consignment, clearance at Customs and Export as the situation requires.

STORES & PURCHASE OFFICER
For Director, CLRI