



परियोजनाप्रबंधन एवंसमन्वय इकाई
PROJECT MANAGEMENT & CO-ORDINATION UNIT



भारत-म्यांमार: कृषिअनुसंधान एवंशिक्षाहेतूअग्रवर्तीकेंद्र
Indo-Myanmar -Advanced Centre for Agricultural Research & Education
भा.कृ.अनु.प. –भारतीय कृषिअनुसंधानसंस्थान
ICAR – INDIAN AGRICULTURAL RESEARCH INSTITUTE

थमसिलसंख्या/File No. ACARE/Material Transport/21-22

दिनांक/Dated: 23/11/2021

निविदा-सूचना/Tender Document

Online quotations are invited by Director, ICAR-Indian Agricultural Research Institute (ICAR-IARI) for appointment of “**Consolidation-cum-Clearance Agent**” hereafter called as ‘**Agent**’ from the date of appointment till 31.03.2022. The appointment shall be on basis on mutual consent basis subject to performance review by the Institute on the following terms & conditions. The last date for submission of quotation is **14/12/2021 by 01.00PM. The bid will be opened on 15/12/2021 at 02.30 PM**

- Transport of goods/equipments envisaged be done **from** ICAR-Indian Agricultural Research Institute (ICAR-IARI), New Delhi **to** Advanced Center for Agricultural Research & Education (ACARE), Yezin Agricultural University (YAU) Campus, Yezin, Nay Pyi Taw, Myanmar on **Delivered Duty Paid (DDP) basis** as per Incoterms 2020 **both by sea & air**. A pictorial description of the Incoterms is enclosed as **Annexure 1** for ready reference of the bidders.
- ICAR-IARI shall only be responsible for providing Import License (IL)& Custom Duty Exemption Certificate (CDEC) to the agent’s counterpart at Yangon i.e. the port of destination. All other expenses whatever required for the safe transportation and delivery of goods/equipment including insurance shall be within the scope of the bidder.
- Demurrages if any charges by the port authorities of Yangon because of delayed submission of IL & CDEC shall be additionally paid by YAU to the local clearing agent at Yangon against submission of original receipt from the government agencies. The bidder or its clearing agent will have to first make the payment of demurrage charges if any and clear the consignment. The same shall be reimbursed to the clearing agent by YAU at the time of door delivery.
- Bidders are mandatorily required to participate in all categories (A to H) mentioned in the enclosed BOQ as **Annexure 2**. In case of partial participation, the bid shall be treated as non-responsive. Lowest bidder (L1) shall be decided on the total of all unit rates. L1 will be offered to match the lowest bidder in each of the categories. If they do not agree match the lowest prices offered in a particular category by a different bidder, the said service category will have to be extended by the lowest bidder of the said category. The selection of lowest bidder (total as well as category basis) is illustrated in **Annexure 3** for better understanding of the bidders.
- The materials include research consumables and sensitive equipment. Entire material being transported will have to be suitably insured by the bidders. Lowest quoted insurance charges in the bid has to be compulsorily offered by each service provider irrespective of their quoted value. Damage to the materials if any will have to be paid for by the bidder to ICAR-IARI. ICAR-IARI shall not be responsible for making any such claim from the insurance company.
- Bidders must submit online the following documents along with their technical bid failing which their bids shall be declared non-responsive and summarily rejected.
 1. Copy of valid registration certificate with Customs for Custom House Agent (CHA) License.
 2. CHA must be registered in Custom house.
 3. The Bidder should have facility for custom clearance both for air & ship cargo.
 4. Firm should also be registered with the Indian custom as console agent & AEO (Authorized Economic Operator) for consideration of acceptance of bids. Bidder must have minimum 03 years regular working experience (atleast three in each calendar year) of Import/Export with GoI/ Defence/Central Govt PSU. Firms having lesser and irregular working experience shall not be considered. Copy of PO as proof must be essentially enclosed

5. A valid Certificate of IASA/IATA/FIATA stating that the bidder/its principal or counterparts is/are member of IASA/IATA/FIATA.
6. The tenderers are required to submit an undertaking with online tender that their firm has not been debarred/black listed/suspended by any Government /Autonomous Organization/PSU etc. in the prescribed performa (**Annexure 4**).
7. The firm have last three year experience (i.e. 2018-2019, 2019-2020& 2020-2021) for such service in Government Organization/Institutions and proof of Supply order for the same will be provided by the firm.
8. Proof of such type of supply not less than Rs. 30.00 lakhs during each financial year (i.e. 2018-2019, 2019-2020& 2020-2021) should be provided with the bid.
9. Copy of proof of turnover (balance sheet & profit & loss A/c only) of not less than Rupees 50.00 lakhs (Rupees Fifty lakhs) during the each of last three years viz2018-2019, 2019-2020& 2020-2021.
10. Copy of the (a) PAN CARD, (b) GST Certificate, (c) Latest GST Return (d) Trade License Certificate, if any.
11. The rates must be quoted according to the format (BOQ) only failing which tender will be ignored/rejected. D.O. charges on consignment coming under contract shall not be paid.
12. Scan copy of Bid Security Declaration at **Annexure 5**.
13. Original copies of Annexures 4 & 5 to be compulsorily submitted personally or by speed post/registered post/courier on or before the closing date of the tender to the following address. Non-receipt of the same on or before the closing date of the tender shall make the bidder non-compliant and the bid shall be rejected.

DDO (Project Management & Coordination Unit)
 Room No. 10 & 11, Ground Floor
 NRL Building
 Division of Food Science & Postharvest Technology
 ICAR – Indian Agricultural Research Institute
 Pusa Campus, New Delhi – 110 012.

- The tender shall remain open for acceptance up to 180 days from the date of opening. After the acceptance of the tenders, the successful tenderer(s) will have to execute every supply order issued under this contract, within the stipulated period as specified in the supply order.
- The successful bidders shall deposit performance security of **Rs. 1,00,000/-(Rupees One Lakh Only)** in form of FDR/ Unconditional Bank Guarantee (BG)(**as per prescribed format given at Annexure 6 of this tender document**) from a commercial bank drawn in favour of Director, ICAR-Indian Agricultural Research Institute, New Delhi as Security money for the performance of the contract which should be valid at least for a period of **06 months alongwith contract agreement**. No interest on Earnest Money or Security Deposit will be paid by the Institute. The same BG/FDR will be refunded / returned after successful completion of contract. However, the Director, ICAR- IARI will have the discretion to order for the forfeiture of deposit for any breach of contract.
- Contract Agreement: The successful bidder(s) will have to execute the prescribed contract agreement bond on the non-judicial stamp paper of **Rs.100/- for the job** in accordance with the conditions/stipulations to be given therein not later than 15th day from the date of acceptance letter, failing which the earnest money will be forfeited.
- In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitrator appointed by the Director, ICAR-IARI. The award of the arbitrator shall be final and binding on the parties.
- This contract between the supplier and the buyer shall be governed by the LAWS of India and under this contract shall be taken by the parties only in **ICAR-IARI to competent jurisdiction**.
- Initially, the technical bids will be opened first and would be evaluated as per the laid down methodology. Thereafter, the financial bids of only those firms will be opened, who have qualified in the evaluation of their technical bids.
- If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the option of cancelling the Contract in whole or in part thereof at its own discretion. Any situation of force majeure shall not be payable any higher amount by the ICAR-IARI under any circumstances.

- The successful tenderer will have to give an undertaking that no consignment of ICAR-IARI will be detained/withheld by them before or after the clearance under any circumstances.
- Bids of firms who have not executed any contract satisfactory, 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.
- In case of any confusion, the parties should seek clarification about terms & conditions and pattern of formats, instead of quoting in ambiguous manner
- All disputes to be settled under New Delhi Jurisdiction.
- Online tender may please be submitted in two bid system i.e. **technical and financial bid**. Technical bid must contain required documents as per enclosed **Checklist as Annexure 7** and other Financial bid as per given format in BoQ must be uploaded on CPP Portal.
- Director, ICAR-IARI has full right to get services of any other consolidator/clearing agent for a particular consignment.
- **Director, ICAR-IARI reserves the right to accept/reject any or all tenders without assigning any reasons thereof.**

(सहायकप्रशासनिकअधिकारी)
Asstt. Admn.Officer

INCOTERMS

	Loaded on trucks	Paying exports duties	Transportation to port in country of origin	Unloading at port in country of origin	Loading expenses at port in country of origin	Transportation to port in country of destination	Unloading expenses at port in country of destination	Loading to transportation at port in country of destination	Transportation to destination	Insurance	Customs procedures	Imports duties
EXW	☑											
FCA	☑	☑	☑									
FAS	☑	☑	☑	☑								
FOB	☑	☑	☑	☑	☑							
CFR	☑	☑	☑	☑	☑	☑						
CIF	☑	☑	☑	☑	☑	☑	☑					
CPT	☑	☑	☑	☑	☑	☑	☑					
CIP	☑	☑	☑	☑	☑	☑	☑	☑				
DAT	☑	☑	☑	☑	☑	☑	☑	☑	☑			
DAP	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑		
✓ DDP	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑

Seller's responsibilities

Buyer's responsibilities

Bill of Quantities (BOQ)

Category		Quoted Price (INR)
Sea Freight (FCL) – Non DG		
20 Feet General Container (per container)	A	
40 Feet General Container (per container)	B	
Sea Freight (LCL) – Non DG (per CBM)	C	
Sea Freight (LCL) – DG (per CBM)	D	
Air Freight (LCL) – Non DG(per CBM)	E	
Air Freight (LCL) – DG(per CBM)	F	
Total of all unit Costs		
Cost of Insurance (in terms of % of value of goods)		

**All prices must be quoted in INR & for single units
i.e. for per container basis for FCL category & per CBM basis on LCL categories**

Illustration of method for deciding L1 bidder

Category		Quoted Price (INR)		
		Bidder 1	Bidder 2	Bidder 3
Sea Freight (FCL) – Non DG				
20 Feet General Container (per container)	A	50,000.00	48,000.00	56,000.00
40 Feet General Container (per container)	B	1,00,000.00	1,02,000.00	1,10,000.00
Sea Freight (LCL) – Non DG(per CBM)				
Sea Freight (LCL) – DG(per CBM)	D	30,000.00	31,000.00	33,000.00
Air Freight (LCL) – Non DG(per CBM)	E	32,000.00	31,000.00	30,500.00
Air Freight (LCL) – DG(per CBM)	F	50,000.00	50,500.00	52,000.00
Total of all unit Costs		2,77,000.00	2,76,000.00	2,98,500.00
Cost of Insurance (in terms of % of value of goods)		2.5%	3.0%	2.85%

In the above illustration, bidder 2 is the lowest bidder on total basis. However, bidder 2 will be offered to provide his/her services at the following rates

- A. Rs. 48,000/-
- B. Rs. 1,00,000/- (lowest value quoted by bidder 1) instead of quoted ₹.1,02,000/-
- C. Rs. 13,500/-
- D. Rs. 30,000/- (lowest value quoted by bidder 1) instead of quoted ₹. 31,000/-
- E. Rs. 30,500/- (lowest value quoted by bidder 3) instead of quoted ₹. 31,000/-
- F. Rs. 50,000/- (lowest value quoted by bidder 1) instead of quoted ₹. 50,500/-

In case, bidder 2 does not agree to provide the lowest rates quoted in B, D& E stated above, the same shall go to the respective lowest bidders who will essentially have to supply their services at the quoted lowest rates.i.e.

- A. Rs. 48,000/- Bidder 2
- B. Rs. 1,00,000/- Bidder 1
- C. Rs. 13,500/- Bidder 2
- D. Rs. 30,000/- Bidder 1
- E. Rs. 30,500/- Bidder 3
- F. Rs. 50,000/- Bidder 1

However, the amount paid for insurance for each of the service shall be restricted to the minimum quoted value irrespective of the value quoted by the bidder. i.e. irrespective of the services provided, insurance charges to the bidders (1, 2 & 3) shall be paid @ 2.5%.

UNDERTAKING

(To be submitted on Judicial paper of ₹100/-)

I/We have read and understood and will accept/comply with the instructions contained in eligibility criteria and general terms and conditions of this tender document. I/we do hereby declare that all the details provided in this tender form are true to the best of my/our knowledge and belief and any misrepresentation of fact will render me/us liable to disqualification from the tender process and any action as may be deemed fit by ICAR-Indian Agricultural Research Institute.

I/We undertake to communicate promptly to IARI any changes in the condition or working of the firm. It is certified that we have not been **blacklisted** by any organization of government (Central/State/govt./PSUs/Autonomous Body/Bank etc.) in the last three years. The undersigned is fully authorized to sign and submit this application form on behalf of the organization, he/she represent.

I/We certify that there is no criminal suit pending or being contemplated in any court of law and/or no litigation is pending with GST office etc. in India. (If there are any such cases/litigations going on currently or during last five years, please specify the parties involved and disputed amount).

I/We hereby also accept that ICAR-IARI have the right to accept or reject this tender.

Signature.....
Name.....
Designation.....
Address.....

Company's Seal

Place.....
Date.....

Bid Securing Declaration

(To be submitted on Rs. 100 Non-Judicial Stamp Paper duly notarized)

(Country)

(City)

Bid- Securing Declaration

Invitation to Bid No:

To

**The Director,
ICAR-IARI, New Delhi - 110012**

I/we, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid- Securing Declaration.
2. I/We accept that: (a) I/We will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and (b) I/we will pay the applicable fine provided under section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Section 23.1 (b), 34.2 40.1 and 69.1, except 69.1 (f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that bid-securing declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/ we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/ we are declared as the bidder with the Lowest Calculated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

In witness whereof, I/we have hereunto set my/our hand/s this ____ day of (month) at [place of execution].

Name of Bidder's
Authorized Representative
(Insert signatory's legal capacity)

Affiant

Subscribed and Sworn to before me this __ day of [month] [year] at [place of execution], _____ . Affiant/s is /are personally known to me and was/were identified by me through competent evidence of identity. Affiant/s exhibited to me his/her/[insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her community Tax Certificate No. _____ issued on _____ at _____.

Witness my hand and seal this ____ day of [Month] [year].

Name of Notary Public
Serial No. of Commission _____
Notary Public for ____ Until _____
Roll of Attorneys No. _____
PTR No. ____, (dated issued), [place issued]
IBP No. ____, date issued], [place issued]

Annexure- 6

FORMAT FOR BANK GUARANTEE

Beneficiary : **Director, ICAR-IARI** (*herein after referred to as Beneficiary /Government*)

Date :[*Insert date of issue of BG*]

PERFORMANCE BANK GUARANTEE No. :[*Insert guarantee number*]

PERFORMANCE BANK GUARANTEE Amount :[*Insert guarantee amount*]

Applicant / Seller : [*Insert Seller Name and Address*]

Guarantor :[*Insert name and address of the issuing Bank*]

1. The Applicant/Seller named above has entered into above referred contract with the Beneficiary, for the supply of Goods and / or Services as defined in the said contract. According to the conditions of the Contract, a performance security is required to be furnished by the Seller to the Beneficiary for due performance of the contract.
2. At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [*insert amount in figures*][*insert amount in words*], upon receipt by us of the Beneficiary's demand stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
3. We do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Beneficiary/Government. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

4. We undertake to pay the Government any money so demanded not withstanding any dispute or disputes raised by Seller(s) in any suit or proceeding pending before any Court or Tribunal relating thereto liability under this present being absolute and unequivocal.
5. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Seller (s) shall have no claim against us for making such payment.
6. We further agree that the Guarantee here in contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract including Guarantee/Warrantee period and that it shall continue to be forceable till all the dues of the Government under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

7. We further agree with Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and condition of the said Contract or to extend time of performance by the said Seller (s) from time to time or to postpone any time or from time to time powers exercisable by the Government against the said Seller (s) and to forbear or enforce any of the terms and condition relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or only extension being granted to the said Seller (s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Seller (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
8. Notwithstanding anything contained herein above our liability under the Guarantee is restricted to Rs _____ and shall remain in force until _____ [*Should be for a period of 12 months from the date of issue in case EMD & 30 months from the date of issue in case of Performance security*]
9. This Guarantee will not be discharged Due to be change in the constitution of the Bank or the Seller(s).
10. We lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

Dated _____ For _____
(Indicate the name of the Bank) Signature _____
Name of the Officer _____
Designation of the officer _____ Code no _____
Name of the Bank and Branch _____

CHECKLIST

Sl. No.	Item/ Clause	Yes No. (please indicate Pg. no.)	If no, Please give Reason of deviation
1.	Copy of Valid Registration certificate with Customs for Custom House Agent (CHA) License.		
2.	CHA must be registered in Custom house.		
3.	The Bidder should have facility for custom clearance both for air and ship cargo.		
4.	Firm should also be registered with the Indian custom as console agent & AEO (Authorized Economic Operator) for consideration of acceptance of bids. Bidder must have minimum 05 years regular working experience (atleast two in each calendar year) of Import/Export with GoI/ Defence/Central Govt PSU. Firms having lesser and irregular working experience shall not be considered. Copy of PO as proof must be essentially enclosed.		
5.	A valid Certificate of IASA/IATA/FIATA stating that the tenderer/its principal or counterparts is/are member of IASA/IATA/FIATA.		
6.	The tenderers are required to submit a undertaking with online tender that their firm has not been debarred/black listed/suspended by any Government /Autonomous Organization/PSU etc. in the prescribed performa(Annexure- 4)		
7.	The firm have last three year experience (i.e. 2018-2019, 2019-2020& 2020-2021) for such service in reputed Organization/Institutions and proof of Supply order for the same will be provided by the firm		
8.	Proof of such type of supply not less than Rs. 30.00 lakhs during each financial year (i.e. 2017-2018, 2018-2019 & 2019-2020) should be provided with the bid.		
9.	Copy of proof of turnover (balance sheet & profit & loss A/c only) of not less than Rupees 50.00 lakhs (Rupees Fifty lakhs) during the each of last three years viz 2017-18, 2018-19 and 2019-20.		
10.	EDI Charges, IAAI Charges, Custom Duty CMC, Airlines Charges and Do Charges on other console (All statutory charges) actual basis on production of authentic/original receipt of the same.		
11.	Copy of the (a) PAN CARD, (b) GST Certificate, (c) Latest GST Return (d) Trade License Certificate, if any.		
12.	The rates must be quoted according to the format (BOQ) only failing which tender will be ignored/rejected. D.O. charges on consignment coming under contract shall not be paid.		
13.	Scan copy of Bid Security Declaration at Annexure- 5		

(Signature) Name of party with Stamp