

निविदा दस्तावेज
TENDER DOCUMENT

के लिये
FOR

आयातित सीमा शुल्क निकासी के लिए समाशोधन और
अग्रेषण एजेंट की प्रतिबद्धता हैदराबाद तक
ENGAGEMENT OF CLEARING AGENT FOR CUSTOMS
CLEARANCE OF IMPORTED CONSIGNMENTS AT
HYDERABAD

TENDER # PUR/CHA/2019



सी डी एफ डी
CDFD

डी एन ए फिंगरप्रिंटिंग एवं निदान केंद्र
Centre for DNA Fingerprinting and Diagnostics

इन्तर रिंग रोड, उप्पल, हैदराबाद - 500039
Inner Ring Road, Uppal, HYDERABAD - 500039
(तेलंगाना राज्य) भारत (Telangana State) India

डी एन ए फिंगरप्रिंटिंग एवं निदान केंद्र

(बायोटेक्नोलॉजी विज्ञान और प्रौद्योगिकी मंत्रालय का एक स्वायत्त संस्थान भारत सरकार)

CENTRE FOR DNA FINGERPRINTING AND DIAGNOSTICS

(An Autonomous Institute of Department of Biotechnology, Ministry of Science and Technology, Govt. of India)

इनर रिंग रोड Inner Ring road, उप्पल Uppal, हैदराबाद HYDERABAD - 500039 (तेलंगाना राज्य Telangana State) भारत India

Ph. No. 040-27216026/20, Fax: 040-27216019 Email: purchase@cdfd.org.in

निविदा आमंत्रित सूचना NOTICE INVITING TENDER

Tender No. PUR/CHA/2019

Date: 30.12.2019

The Centre for DNA Fingerprinting and Diagnostics (CDFD), Hyderabad is an autonomous Institution of the Department of Biotechnology, Government of India established in 1996. The Centre provides services for forensic DNA fingerprinting, bioinformatics and diagnosis of various human genetic disorders.

CDFD is interested in engaging the services of a competent, reliable, efficient and experienced Clearing Agent for Customs Clearance of Imported Consignments at Hyderabad, here in after termed as (CA) for a period of THREE (03) years, on annual renewal basis subject to satisfactory performance.

निदेशक, सी डी एफ डी की द्वारा "हैदराबाद में आयातित माल के सीमा शुल्क निकासी के लिए क्लियरिंग एजेंट की भागीदारी" हेतु मुहरबंद निविदाएं आमंत्रित हैं। Sealed tenders are invited on behalf of and by the Director, CDFD for "Engagement of Clearing Agent for Customs Clearance of Imported Consignments at Hyderabad" from all eligible firms having valid CHA license in their own name

काम की गुंजाइश Scope of work: "Customs Clearance of Imported Consignments at Hyderabad" and delivery at CDFD, Uppal, Hyderabad.

1. इच्छुक योग्य बोलीदाता हमारी वेबसाइट से पूर्ण बोली-प्रक्रिया दस्तावेज मुफ्त में डाउनलोड कर सकते हैं। Interested eligible bidders may download free of cost the complete bidding documents from our Website (<http://www.cdfd.org.in>) as well as from Central Public Procurement Portal: www.eprocure.gov.in.
2. **कम से कम धन जमा / बोली सुरक्षा Earnest Money Deposit/Bid Security:** E.M.D. amounting to Rs. 20,000/- (Rupees Twenty Thousand only) by way of Demand Draft / Bank Guarantee of a commercial bank in favour of "Director, CDFD and payable at Hyderabad obtained from any Commercial Bank, should be enclosed along with the Bid.
 - I. This amount shall be interest free and will be returned to the unsuccessful bidder within 30 days after finalization of the Contract.
 - II. The firms registered with DGS&D, NSIC and MSE if any, would be exempted from payment of Earnest Money Deposit (EMD) upon submission of valid proof along with Quotation.
3. The firms registered with MSME/MSEs should indicate the Udyog Aadhar Memorandum (UAM) Identification Number in their quotation failing which the exemption of EMD and other benefits as available will not be made applicable.
4. **निविदाएं एकल बोली में जमा की जाएंगी। Tenders shall be submitted in Single bid**

Due Date for Receipt of Tenders: 22.01.2020 @ 3.00pm

Opening of Bids: 22.01.2020 @ 3.30pm at Committee Room, CDFD, Inner Ring Road, Uppal, Hyderabad.

Interested bidders may witness the Tender Opening on the above mentioned date and time.

If the above stated opening or closing date(s) happens to be Govt. holiday(s)/BANDH, the submission/opening of the tender will be on the next working day as per the time scheduled.

5. The enclosed "Price Schedule" should be completely filled and attached with the Bid.
6. Offers received after the specified date and time will be summarily rejected.
7. Evaluation of offers including eligibility will be done with respect to the specified terms & conditions and requirements in this document.

**बोलीदाता का हस्ताक्षर
Sign. of Bidder**

8. **The sealed cover duly super-scribed with Tender No. CDFD/PUR/CHA/2019 Due on 22.01.2020 @ 3.00pm containing bid along with the relevant documents should be dropped in the Sealed Tender Box kept at the Purchase Section, CDFD, Inner Ring Road, Uppal, Hyderabad on or Before 3.00 PM of 22.01.2020. The Tender document at any cost should not be handed over to any persons.**
9. CDFD does not bind itself to accept the lowest or any other tender and reserves the authority to reject any or all tenders without assigning any reason. All the tenders, in which any of the prescribed conditions are not fulfilled or incomplete, in any respect, are also liable to be rejected.
10. **Bidders sending their quotations through courier / postal services should ensure to send the same well in advance as CDFD does not take any responsibility for late receipt of quotes due to postal / courier delays.**
11. Tenders submitted without EMD will be rejected. Tenders received after due date and time will not be entertained. Institute is not responsible for any postal delay. CDFD does not take any responsibility for loss of Tender in transit sent by courier or any postal delays, Tenders received after the due date and time will be summarily rejected. Incomplete or conditional tenders are liable for rejection.
12. **All the tenders, in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.**

हस्ताक्षर

प्रभारी-भण्डारण एवं क्रय

Sd/-

I/C-Stores & Purchase

अध्याय CHAPTER 1

बोली लगाने के लिए निर्देश INSTRUCTIONS TO BIDDER

1. This Invitation to Bids is open to all eligible firms having valid Customs Clearance license in their own name for customs clearance services.
2. The Bidders can download the Bid Document, **FREE OF COST**, from the Institute website www.cdfd.org.in and / or www.eprocure.gov.in/epublish/app.
3. CDFD may at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bid Document by amendment. Such amendments shall form an integral part of the Bid Document. The bidders are requested to keep a constant watch of our website for amendments to the Bid Document, if any, from time to time, till seven days prior to the date of submission of the tenders. No separate corrigendum in the newspapers will be issued in this regard.
4. **बोली जमा करने के लिए प्रणाली और विधि Manner and Method for submission of Bid :**
 - a. The bidder is advised to paginate with blue/black pen, complete bidding documents excluding the CDFD Tender Documents.
 - b. The bidder is advised to attach the bid documents as under
 - i. Detailed quotation of the bidder with Terms & Conditions and Price bid details
 - ii. Bid Covering Letter
 - iii. EMD
 - iv. Firm Registration / VAT Certificate
 - v. GST
 - vi. Proof of Local Office
 - vii. Two copies of Purchase Order as per eligibility
 - viii. Financial Status of the Bidder
 - ix. CDFD Tender Document duly signed and affixing company seal
 - x. Check List

The Page No and enclosures details should be indicated in the Checklist without fail.
5. The selected Agency to execute the contract Agreement on Non Judicial Stamp paper for Rs. 200/- within one week from the date of receipt of Letter of Intent.
6. The prices quoted by the successful bidder shall remain fixed during the entire period of contract and no request for increase of prices will be accepted.
7. Conditional tenders will be summarily rejected.
8. **योग्यता मापदंड QUALIFICATION CRITERIA:**
 1. The Bidder should be in the similar business for the last 5 years and have executed at least Two Annual Rate Contracts during the past 5 years to any of the Department of State / Central / PSU / University / R&D Institutes / Pharmaceutical Laboratories / Public Limited Companies. Similar business means clearing of highly perishable Chemicals, Scientific Equipments and Consumables meant for research purpose.
 2. The Bidder should have full fledged office in Hyderabad or Secunderabad for prompt follow-up.
 3. The Bidder should be able to collect the clearing documents from CDFD within 2 hours from the time of receipt of information.
 4. The bidder should provide 2 satisfactory performance certificates from any Hyderabad based Customers for customs clearances especially clearing of highly perishable chemicals without demurrage charges.
 5. The CA must have sufficient experience in customs clearance, relating to Scientific Laboratory Equipments, Consumables like reagents, highly perishables, dangerous and radioactive materials etc. in any similar R & D Institutes located at Hyderabad or any other similar Government Institutions, Health Institutes and Universities etc., during the last **FIVE** years, especially clearing consignments under Notification No. 51/96 – Customs and its subsequent amendments.
 6. The Bidder should have Annual turnover of at least Rs. 1,00,00,000/- during the preceding 5 years.
9. **बोली दस्तावेजों की सामग्री CONTENT OF BIDDING DOCUMENTS:** The bidding procedures and contract terms are prescribed in the bidding documents. The bidding documents, apart from the invitation for bids have been divided into 4 chapters as under:

बोलीदाता का हस्ताक्षर
Sign. of Bidder

1. Chapter 1 :Instructions to Bidder
2. Chapter 2: Detailed Terms & Conditions
3. Chapter 3 :Price Schedule Format
4. Chapter 4 :Other Formats

The Bidder is expected to examine all instructions, forms, terms & conditions and specifications 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 will be at the Bidder's risk and may result in rejection of its bid.

10. **बोली दस्तावेजों का स्पष्टीकरण CLARIFICATION OF BIDDING DOCUMENTS :** A prospective Bidder requiring any clarification of the Tender Document shall contact the Purchaser in writing. The Purchaser will respond in writing to any request for clarification, provided that such request is received not later than 7 days prior to the deadline for submission of bids.
11. **बोली दस्तावेजों का संशोधन AMENDMENT OF BIDDING DOCUMENTS :** At any time prior to the deadline for submission of bids, the Purchaser 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. In order to allow prospective bidder's reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids and host the changes on the website of the purchaser. The Bidders are requested to keep constant watch of our Website.
12. **बोली की भाषा LANGUAGE OF BID:** The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, shall be written in Hindi/English language only.
13. **बोली के साथ संलग्न दस्तावेज DOCUMENTS TO BE ENCLOSED WITH BID:** The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the purchaser shall be written in Hindi/English language only.
 - i. Bid Submission Covering Letter as per format given at ANNEXURE-A.
 - ii. Detailed quotation along with Terms and Conditions.
 - iii. CDFD Tender document duly signed by the bidder on all the pages.
 - iv. Bid Security / EMD as per format given at ANNEXURE-D.
 - v. Two bill of entries showing clearance of Customs Duty under Customs Notification No. 51/96.
 - vi. Two Performance Certificates.
 - vii. Financial Status of the Bidder as per format given at ANNEXURE-C
 - viii. Copies of Firm Registration / VAT Registration
 - ix. GST Registration.
 - x. Declaration by the Bidder for Non-Block listing by any State / Central / PSU / University / R & D Institutes / Pharmaceutical Laboratories / Public Limited Companies.
 - xi. Check List as Annexure-E

Note: Your Bid will be rejected if all the above enclosures are not attached with the Bid without seeking any further clarifications from you.

14. **बोली फार्म BID FORM :** The bidder shall use the format as per Annexure-A.
15. **बोली सुरक्षा / अर्नेस्ट पैसा जमा (ईएमडी) BID SECURITY / EARNEST MONEY DEPOSIT (EMD):** The Bidder shall furnish, as part of its bid, a bid security (BS)/ Earnest Money Deposit (EMD) for an amount of Rs. 20,000/- (Rupees Twenty Thousand only) as specified in the Invitation for Bids. The BS shall be submitted either by the principal or by the Indian agent and in the case of indigenous bidders, the BS shall be submitted by the manufacturer or their authorized dealer. The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture. The Bid Security shall be in Indian Rupees for offers received for supply within India or freely convertible currency in the case of offers received for supplies from foreign countries. The bid security shall be in one of the following forms at the bidders' option:
 - a. A bank guarantee issued by a Nationalized/Scheduled bank/Foreign Bank as per the format provided at Annexure-D in the bidding documents and valid for three months; or
 - b. A Banker's cheque or demand draft in favour of Director, CDFD, payable at Hyderabad.

The Bid Security should be submitted in its original format. Copies shall not be accepted.

The Bid Security of unsuccessful bidder will be discharged /returned as promptly as possible as but not later than 30 days after the expiration of the period of bid validity or placement of order whichever is later.

The successful Bidder's Bid Security will be discharged upon the Bidder furnishing the performance security.
16. The firms registered with DGS&D, NSIC and Micro and Small Enterprises (MSE) if any, are exempted from payment of BS provided such registration includes the item they are offering and submit the valid registration copy with the quotation.
17. **The firms registered with MSME/MSEs should indicate the Udyog Aadhar Memorandum (UAM) Identification Number in their quotation failing which the exemption of EMD and other benefits as available will not be applicable.**

बोलीदाता का हस्ताक्षर
Sign. of Bidder

18. **बोली सुरक्षा जब्त की जा सकती है The bid security may be forfeited :**
- If a Bidder withdraws or amends or impairs or derogates its bid during the period of bid validity specified by the Bidder; or
 - In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 7 days of the order and/or fails to furnish Performance Security within 7 days from the date of contract / order.
19. **बोलियों की वैधता की अवधि PERIOD OF VALIDITY OF BIDS:** Bids shall remain valid for 60 days after the date of bid opening prescribed by the Purchaser.
20. Bidders intends to send their bids through courier / postal services should ensure to send the quote well in advance as CDFD never takes any responsibility for the delay in receipt of the bids.
21. The Bidder is required to go through all the Terms & Conditions of the Tender document and sign all the pages as token of acceptance of having read the Terms and Conditions and accepted the same.
22. **बोलियों के प्रस्तुत करने के लिए अंतिम तिथि DEADLINE FOR SUBMISSION OF BIDS:** Bids must be received by the Purchaser at the address mentioned above not later than the time and date specified therein. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day. The Purchaser may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
23. **देर से की गई बोली LATE BIDS:** Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected. Such tenders shall be marked as late and not considered for further evaluation. It will be returned to the bidders in their original envelope without opening.
24. **बोलियों में बदलाव, प्रतिस्थापन एवं वापसी WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS:** A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice and is received by the Purchaser prior to the deadline for submission of bids. No Bid may be withdrawn in the interval between dead-line for submission tender document. Withdrawal bids will be returned to the bidder without opening of the same during the opening of bids. However, no withdrawals of Bids are permitted after the Deadline for submission.
25. **गोपनीयता CONFIDENTIALITY:** Information relating to the examination, evaluation, comparison and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until placement of the Order.
26. **बोलियों की घोषणा CLARIFICATION OF BIDS:** To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser 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. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.
27. **प्रारंभिक परीक्षा PRELIMINARY EXAMINATION:** The Purchaser shall examine the bid to confirm that all documents requested in have been provided, required sureties have been furnished, and to determine the completeness of each document submitted. The Purchaser will examine the bids to determine whether they are complete, whether the documents have been properly signed and enclosed whether the bids are generally in order.
28. If the Bidders have put in Specific conditions not enclosed, all the documents / data requested in the tender and not submitted the Tender in the manner as indicated may be liable or rejection.
29. Bidders who have not agreed to CDFD payment terms, Delivery Schedules and not enclosed the relevant documents as per this tender Terms will be treated as Unresponsive Bidders and may be rejected without further communication.
30. **सी डी एफ डी द्वारा निरीक्षण INSPECTION BY CDFD:** If deemed fit may the Tender Evaluation Committee inspect the bidders premises to ascertain the fetchers available to carry out the clearing services effectively. In case the committee notice inadequate facilities, the bid may be liable for rejection.
31. **समझौता वार्ता NEGOTIATIONS:** There shall not be any negotiation normally. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply. Negotiations shall be held with the lowest evaluated responsive bidder. Counter offers tantamount to negotiations and shall be treated at par with negotiations .
32. **पुरस्कार का मापदंड AWARD CRITERIA:** More than the lowest rates, CDFD will evaluate the bids considering the overall credentials, performance parameters of the bidders. The contract will be awarded on the overall responsive lowest bidder. The Director reserves the right to award the contract on any other Bidders other than the lowest bidders if deemed fit.
- Due to procedural delays, the award of the contract may take 2 to 3 months time. Therefore the bidders are requested to visit CDFD website after the validity period for award details.

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33. **किसी भी बोली को स्वीकार करने और किसी भी या सभी बोलियों को अस्वीकार करने के लिए क्रेता का अधिकार**
PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS : The Purchaser 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.
34. **निष्पादन सुरक्षा PERFORMANCE SECURITY**: Within 7 days of receipt of the Purchase Order, the Supplier shall furnish Performance Security of Rs. 2,00,000/- in the form of Demand Draft / Bank Guarantee to be valid for 38 months. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
 The Performance security shall be in one of the following forms:
 I) A Bank guarantee issued by a Nationalized/Scheduled bank located in India or a bank located abroad.
 II) The Performance security may also be in the form of Banker's cheque or Account payee demand draft in favour of Director, CDFD, Hyderabad
 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations.
35. **लाइसेंस LICENSES**: CA must have valid CHA in their own name. Copy should be enclosed. Services offered through third party / sister concerns etc. will not be accepted.
36. **सी ए का स्थान LOCATION OF CA** : Most of the consignments will be shipped to and cleared in Hyderabad Airport. Therefore the CA should have customs clearance arrangements in Hyderabad. CA must also have clearing operations at Bangalore, Chennai, Mumbai and Kolkata also as some shipments / Courier may be required to be cleared from these cities. The CA should have facilities to undertake clearance and delivery of post parcels / courier shipment as and when required by CDFD.
37. **विनाशशील प्रेषित माल के लिए विशेष प्रबंधन SPECIAL ARRANGEMENTS FOR PERISHABLE CONSIGNMENTS**: In case where the consignments are highly perishable in nature, CA will have to arrange dry-ice filling (including procurement and filling-up) of the consignments at the storage place at the airport/post office on its arrival and till their clearance and delivery at CDFD. CA has to get Perishable / dangerous consignments cleared within 24 hours of arrival and deliver them at CDFD at the earliest possible time, after clearance. **In case, perishable consignment is damaged on account of insufficient dry ice during storage, clearance or transportation, CA will be held responsible for the damage and the loss will be recovered from the payments dues payable.**
38. **पुनः निर्यात और पुनः आयात RE-EXPORT AND RE-IMPORT**: CA may be required to **export** certain items for repairs or replacements, which may be re-imported after repair. CA should undertake completion of all the formalities with the customs authorities for this purpose.
39. **कस्टम ड्यूटी के लिए प्रेषित धन की अधिकता EXCESS REMITTANCE OF CUSTOMS DUTY**: CA is required to actively follow-up cases of recovery of excess duty, if any, paid to customs.
40. **सी ए की दक्षता रेटिंग EFFICIENCY RATING OF CA**: CDFDs yardstick for judging the efficiency of CA will be as follows:
 • Minimizing / altogether eliminating payment of storage Charges for duration beyond free time.
 • Coordinating with customs / carrier and obtaining Cargo Arrival Notice (CAN) within a day and forwarding CAN to Stores & Purchase Department of CDFD.
 • Expeditious clearance and delivery of consignments to CDFD after receipt of all the documents from CDFD.
 • Effective followup with customs, freight forwarders for early clearance of material.
41. **कस्टम ड्यूटी की अधिकतम राशि MAXIMUM AMOUNT OF CUSTOMS DUTY**: The CA should be able to spend up to Rs. 2,00,000/- towards Customs Duty amount for a single consignment on behalf of CDFD and get it reimbursed from CDFD through the bills after clearance and receipt of consignments at CDFD.
42. **सामान्य सेवाएं GENERAL SERVICES**: CDFD expects that CA should have good reputation in the market, must have good rapport with the custom authorities and other Freight forwarders to avoid / minimize delay in custom clearance, and not refer petty matters to CDFD.
43. **अन्य शुल्क / कर लगाना OTHER CHARGES / LEVIES**: All statutory Charges / levies not mentioned in the format of rates etc. will only be paid / reimbursed on the production of the receipts / vouchers for the same.
44. **सी आई एफ / सी आई पी शिपमेंट्स CIF / CIP SHIPMENTS**: Purchase Orders are placed with foreign suppliers on CIF / CIP basis. CA shall arrange to liaise with the supplier / carrier for clearance and delivery of consignments at CDFD.

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Sign. of Bidder

45. **एफ ओ बी / एफ सी ए शिपमेंट्स FOB / FCA SHIPMENTS:** Purchase Orders are also placed with foreign suppliers on FOB / FCA basis. CA's console airfreight rates must be based on FOB / FCA shipments i.e. from shipping Airports in the exporting country to Hyderabad Airport. Inland handling / forwarding Charges in the exporting country will not be separately payable by CDFD.
46. **पूर्व-कार्य शिपमेंट्स EX-WORKS SHIPMENTS:** In case the foreign supplier agrees to supply the goods on Ex-works basis only, CA shall arrange collection and shipment of the consignment from the foreign supplier to CDFD, Inner Ring Road, Uppal, Hyderabad – 500039. In land handling / forwarding Charges in the exporting country will be reimbursed by CDFD.
47. **शिपमेन्ट का अनुसरण FOLLOW – UP OF SHIPMENTS:** Copy of the order placed by CDFD on foreign supplier will be forwarded to CA. It is the sole responsibility of the CA to follow up the matter with its foreign associates and foreign supplier to ship the goods with in delivery schedule.
48. **प्रेषित माल CUSTODY OF CONSIGNMENTS:** Safe custody of consignments cleared is the responsibility of CA till they are delivered to CDFD. CA may also be required to arrange and obtain insurance policy for FOB / FCA consignments on behalf of CDFD, particularly for items shipped through sea and assist in processing and liaison of claim(s), if any, lodged by CDFD in the event of any damage, etc.
49. **लघु लैंडिंग SHORT LANDING:** Whenever any Short landing Cargo is noticed, CA shall file “Not found” or “Not traceable” notice with the Airport Authorities, obtain ‘Not Traceable Certificate’, and also lodge formal claim with the Airport Authorities / airlines concerned with all necessary documents under intimation to CDFD.
50. **पैकेज और बीमा सर्वेक्षण की जांच INSPECTION OF PACKAGES AND INSURANCE SURVEY:** It is incumbent on CA to carefully examine all the packages marked for customs examination of each consignment with the respective invoices and measurement / packaging list etc. If, at the time of physical examination of the consignment, any damage or loss of goods is noticed, the same shall be immediately brought to the notice of CDFD and also arrange an Insurance Surveyor for surveying the consignment. **CA will pay fee of the Surveyor and bear expenses for carrying on the survey and the expenditure will be reimbursed to CA on submission of valid receipts.**
51. **सी डी एफ डी के साथ सम्पर्क और समन्वय LIAISON AND CO-ORDINATION WITH CDFD:**
- CA shall maintain close liaison regularly with CDFD.
 - CA shall arrange collection of documents within 2 hours from the time of receipt of information.
 - CA shall take immediate steps for finalization of the BE from time to time and shall see that they are filed with the customs authorities.
 - CA shall arrange one of its employees to be in contact with concerned staff of Purchase Department of CDFD. The representative of CA shall make all necessary arrangements in advance for proper handling and delivery of consignments at the Destination / site for installation.
52. **फाइलिंग दस्तावेजों में देरी DELAY IN FILING DOCUMENTS:** CA shall be responsible for any delay in filing BE with customs authority and / or not notifying CDFD of discrepancy, if any, in the documents. The storage charges (other than handling charges) for the entire period of delay due to deficiency or negligence in service on the part of CA will have to borne by CA. Further, CA will have to make good loss / damage, if any, suffered by CDFD on account of delay due to deficiency or negligence of service attributable to CA in filing BE and / or clearance of consignments.
53. **इ्यूटी माफी सर्टिफिकेट (डी ई सी) की सुरक्षित सुरक्षा SAFE CUSTODY OF DUTY EXEMPTION CERTIFICATE (DEC):** CA shall be responsible for safe custody and proper use of DEC provided to CA by CDFD.
54. **प्रेषित माल की डिलवरी एवं अनलोडिंग के लिए मजदूर की व्यवस्था DELIVERY OF CONSIGNMENTS AND ARRANGING LABOUR FOR UNLOADING:** CA shall arrange delivery of the consignments at the earliest possible point of time. Delivery to be effected during working hours, as far as possible. In respect of perishables / urgent consignments (as intimated by CDFD), CDFD will accept delivery beyond office hours and on all holidays. CA shall arrange requisite manpower for unloading, shifting or moving the consignments at CDFD.
55. **सी ए किसी भी संगठन के साथ सेवा से संबंधित विवाद में या उसके द्वारा ब्लैकलिस्ट नहीं किया गया है CA NOT BLACKLISTED BY OR IN DISPUTE RELATING TO SERVICE WITH ANY ORGANIZATION:** CA should not have been blacklisted by any Government Organization. CA should also not be involved in any kind of service related dispute with any client organization. **An undertaking to this effect should be enclosed. Non-disclosure of such information will result in terminate of this contract** without any notice, imposition of penalty to the extent of damage incurred during the subsistence of contract, and also recovery of the outstanding amount.
56. **सी ए कानूनी विवाद में नहीं है CA NOT IN LEGAL DISPUTE:** CA should not have any pending legal dispute with any Department of State / Central / PSU / University / R&D Institutes / Pharmaceutical Laboratories / Public Limited Companies.

बोलीदाता का हस्ताक्षर
Sign. of Bidder

57. **सेवा का गैर-अंतरण NON-INTERRUPTION OF SERVICE:** Should any dispute of any nature arise, CA shall continue its services as provided in this contract, if required by CDFD, during pendency of the dispute.
58. **कस्टम प्रश्न CUSTOMS QUERY:** CA shall equip itself in advance with all necessary information that may be required for answering customs queries. CA shall take all necessary steps to answer both oral / verbal and written queries without any delay. In case of need of clarification from CDFD, the queries may be communicated to CDFD on the day the queries are raised. Storage charges incurred on account of delay in communicating the queries to CDFD shall be borne by CA and further, damage caused to CDFD due to the above said delay shall be made good by CA.
59. **बिलों का प्रेषण SUBMISSION OF BILLS:** CA shall submit bills once in every month for service provided to CDFD. Bill should be in proper format as per GST. A checklist and documents in support of various Charges indicated in the bill should accompany each bill. Any bill not accompanied by checklist and one or more documents will not be received in CDFD. Personnel authorized by CDFD will acknowledge receipt of the bills after due verification of enclosures. Bills that are returned to CA on account of deficiencies will contain remarks about deficiencies. Incidence of storage charges attributed to oral / verbal queries of customs authorities shall not be claimed by CA.
60. During the pendency of processing of bills, the Bidder should be able to continue filling of Bill of Entries without waiting for the reimbursement of Customs Duty amount or the Agency Bills and should not hold the clearance part due to non-payment of customs duty or Agency Charges.
61. **बिल में दावा किया गया राशि AMOUNT CLAIMED IN THE BILL:** Further, it is specifically and clearly understood that the bills should be tendered only for sums entitled under this contract.
62. **बिलों का भुगतान PAYMENT OF BILLS:** CDFD shall make every effort to examine and arrange payment of bills within 30 to 45 days of receipt. However, delay in settlement of payments shall not be accepted as valid ground for CA to delay clearance of consignments and or make any advance payment to CA. It is clearly and specifically understood that storage charges incurred on account of delay in clearance of consignments on grounds of delay in payment of bills on the part of CDFD, will have to be borne by CA. All the bills will be admitted by CDFD only for the sums entitled under this contract. CDFD does not undertake to communicate, to CA, reasons for partial or non-admission of one or more claims made in the bills.
63. **बिलों के भुगतान में लम्बित के दौरान सेवाओं का निरंतरता CONTINUATION OF SERVICES DURING PENDENCY OF PAYMENT OF BILLS:** CDFD will make every effort to arrange payment of bills within 30 days of receipt. If payment is delayed beyond 30 days for any reason, the CA shall NOT STOP clearing consignments and their delivery at CDFD. CA should have adequate financial standing to continue clearance activities during pendency of payment of bills.
64. **लघु - अनुबंध की सूची और समय अवधि SHORT – LISTING AND TENURE OF CONTRACT:** Tenderers should provide all the supporting documents mentioned above, failing which their applications will not be considered for short listing. The duration of the contract will be for THREE years, with an option to renew every year subject to satisfactory performance by CA.
65. It is specifically made clear and understood that this contract shall not vest exclusive rights to the CA to provide services to CDFD during the tenure of this contract. Notwithstanding this agreement, CDFD may utilize the services of one or more other agencies for obtaining one or more or all and or such other services enlisted under this contract.
66. The Director, CDFD reserves the right to accept or reject any offer without assigning any reason / reasons. The jurisdiction of disputes if any at any stage will be the competent courts in Hyderabad only.
67. **मध्यस्थता ARBITRATION:** All matters relating to and difference of price shall be settled mutually as far as possible. In case at any interpretational issues arising out of the tender, the interpretation / decisions of The Director, CDFD shall be final and binding on the bidder at any stage. The Arbitration will proceed as per Indian Arbitration Act 1940 as amended up to date.
68. **टेंडर की अक्षमता DISQUALIFICATION OF TENDERS:**
- Tenders are liable for rejection if they are not in line with the terms and conditions of this tender notice.
 - Conditional quotations will be liable for rejection or may not be considered.
 - Fax or e-mail tender documents /bids will be rejected.
69. **धोखा और भ्रष्टाचार FRAUD AND CORRUPTION:** The purchaser requires that the *bidder's* suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:
- “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract; “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, noncompetitive levels; and “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.

The purchaser 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.

बोलीदाता का हस्ताक्षर
Sign. of Bidder

अध्याय CHAPTER 2

विस्तृत नियम और शर्तें DETAILED TERMS AND CONDITIONS

1. **भुगतान की शर्तें TERMS OF PAYMENT:** Our rules do not permit any advance payment either direct or through a bank. However, payment of your bill will be made within 30 to 45 days after receipt of the bills with all the documents.
2. **डिफॉल्ट के लिए समाप्ति TERMINATION FOR DEFAULT:** The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part
 - a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser
 - b) If the Supplier fails to perform any other obligation(s) under the Contract.
 - c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices.

In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

 - a. The Performance Security is to be forfeited;
 - b. The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
3. **अनिवार्यता के लिए समाप्ति TERMINATION FOR INSOLVENCY:** The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.
4. **विवादों का निपटारा SETTLEMENT OF DISPUTES:** The Purchaser and the supplier 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.
5. **लागू कानून APPLICABLE LAW:** The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction.
6. **नोटिस NOTICES:** Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing and confirmed to the other party's address specified in the Purchase Order.
7. CDFD will not entertain any typographical errors / mistakes made by the bidder in their quote as the evaluation of the bids is done based on the bid submitted as on the due date and no change of prices or any terms and conditions will be considered under any circumstances.
8. **समाप्ति धारा TERMINATION CLAUSE:** The Director, CDFD reserve the right to accept or reject any offer. The Jurisdiction of disputes of any at any stage will be at Hyderabad Jurisdiction.
9. **वार्षिक कारोबार ANNUAL TURNOVER:** The Bidder should have an annual Turnover of Rs. 1, 00,00,000/- (One Crore) or more during the last Five Financial years ending 31.03.2019. Attach Performance Statements.
10. **उप-अनुबंध SUB-CONTRACTING:** The bidder should not assign this contract to any other firms including their sister concerns. Subcontracting is not allowed.

DECLARATION

I/We _____ have read the entire terms and conditions of this Tender document and are agreeable to the terms and conditions mentioned herein.

Sign. of Bidder:

Name:

Company Seal:

अध्याय CHAPTER 3
मूल्य सूची PRICE SCHEDULE

1	Agency Service Charges (Air Cargo)	
2	Customs EDI Charges	
3	Delivery Order Charges / Fees	
4	Customs Open Examination & Re-packing	
5	Loading & unloading Charges	
6	Delivery charges at CDFD	
7	Delivery Transportation charges	
8	Menzies (Custodian of Customs Charges)	
9	Documentation Charges (Customs Examination & Re-packing)	
10	GST @	
11	Other Charges if any	
12	Payment Terms	
13	Custom Duty Advance as per clause No. 41 from Chapter 1 agreed	
14	Performance Security	
15	Willing to spent upto Rs. 2,00,000/- towards Customs Duty per shipment on monthly reimbursement basis	
16	Please list out rates for Postal / Courier shipments to be cleared at Bangalore, Mumbai, Chennai and Kolkatta	

Note: The Bidder may please fill in this form or the same may be typewritten on the Letter Head of the Bidder exactly as per the above format and submit the same as per the instructions given in the tender document.

Sign. of Bidder:

Name:

Company Seal:

अध्याय CHAPTER 4

अन्य प्रारूप OTHER FORMATS

- Bid Form (Bid Covering Letter) - (Annexure-A)
- Performance Statement Form – (Annexure-B)
- Financial Status of the Bidder – (Annexure-C)
- Bid Security Form / Earnest Money Deposit Form - (Annexure-D)
- Check List - (Annexure-E)

बोली फार्म (बोली आवरण पत्र)

BID FORM (BID COVERING LETTER) - Annexure-A

[The Bidder shall type this Form on their Letter Head and enclose this along with Bid.]

To:

**The I/c – Stores & Purchase
Centre for DNA Fingerprinting & Diagnostics,
Inner Ring Road, HYDERABAD – 500039.**

We, the undersigned, declare that:

- We have examined and have no reservations to the Bidding Documents, including Addenda (if any)
- We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Tender Document
- Our bid shall be valid for from the date fixed for the bid submission deadline, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- If our bid is accepted, we commit to obtain a performance security for due performance of the Contract;
- We understand that this bid, together with your written acceptance thereof included in your notification of award/placement of Order, shall constitute a binding contract between us.
- We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:

Name:

Duly authorized to sign the bid for and on behalf of:

Dated on _____ day of _____, _____

प्रदर्शन प्रमाण पत्र फार्म
PERFORMANCE CERTIFICATE FORM – Annexure-B

REF.No. _____

Date: _____

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s. _____, is our authorized Agent for clearing and forwarding of imported shipments since _____.

They have successfully cleared more than _____ shipments during the period from _____ to _____ without any delays and their services are found to be satisfactory.

Sign. of Client

Name and designation

Company Seal

Note: The above certificate should be issued in the Firms letter head with contact details as CDFD will be contacting them for reference.

बोलीदाता की वित्तीय स्थिति
FINANCIAL STATUS OF THE BIDDER – Annexure-C

Sl. No.	Financial Year	Annual Turnover	Profit / Loss
1	2018-19		
2	2017-18		
3	2016-17		
4	2015-16		
5	2014-15		

Place:

Date:

Sign. of Bidder with Seal

बोली सुरक्षा / अर्नेस्ट पैसा जमा फार्म

BID SECURITY / EARNEST MONEY DEPOSIT FORM – Annexure-D

Whereas _____ (hereinafter called the tenderer) has submitted their offer dated _____

for the supply of _____ (hereinafter called the tender) Against the purchaser's tender enquiry No. _____

KNOW ALL MEN by these presents that WE _____ of _____ having our registered office at _____ are bound unto _____ (hereinafter called the "Purchaser") In the sum of _____

For which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____.

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the Tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:
 - a) If the tenderer fails to furnish the Performance Security for the due Performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

जाँच सूची
CHECK LIST - Annexure-E

S. No.	Particulars	Indicate Yes/No	Enclosure No.
1	Copy of CHA Registration attached		
2	Copy of Firm Registration attached		
3	Copy of GST attached		
4	Photocopies of Two Performance Certificates		
5	Financial Statement form		
6	Bid Form (Bid Covering Letter) attached		
7	Detailed Quotation along with Terms & Conditions		
8	CDFD Tender Document duly signed and stamped attached		
9	Earnest Money Deposit/BG attached		
10	UAM Copy enclosed or not		
11	Exemption claimed for EMD / BG and proof attached		
12	All documents as per Tender Chapter 1, Clause No. 13 enclosed		

SIGNATURE OF BIDDER WITH SEAL:

Email ID:

Contact Number: