

Tender Details

Tender No: SCL/PS5/2020E0190701

Tender Date: 07/12/2020

Purchase Entity: Pur_Entity5

Tender Notice

E-Procurement Tender No. SCL/PS5/2020E0190701 dated 08.12.2020. SEMI-CONDUCTOR LABORATORY [SCL] invites ONLINE offers in TWO part system through e-tender portal <https://eprocure.isro.gov.in> To avail off services of Customs House Agent (CHA) at Nhava Sheva Seaport, (Mumbai) for a period of two years , as per details given in Tender Document. Tender Documents can be downloaded from 10.12.2020 - 1701 hrs. to 07.01.2021 upto 1030 hrs. The parties need to get enrolled in the e-tender portal to access tender and submit their offer online. Parties need to have Digital Signature Certificate as detailed on our e-portal and corporate e-mail ID to register on the above portal. Only online tenders will be accepted. No Manual/Postal/courier/e-mail/fax tender will be entertained. Please note Tender fee shall not be applicable for tenders submitted on-line through this portal.

Parties interested to participate in this e-Tender are required to register themselves as vendors, if not already registered, in our e-procurement portal <https://eprocure.isro.gov.in> by downloading plugins and help demos listed on the home page of the e-procurement link mentioned above to complete the vendor registration process. They can seek help from help desk +91 20 2531 5555/ Mobile No.91679 69601 (Email: support.isro@nextenders.com) also the home page of e-procurement portal may be accessed for any technical help for registration and subsequent process. Parties may please note that without registering in our E-procurement portal they will not be able to quote for this tender.

Tender Attachments

Instructions to Tenderers (PT)

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Instructions to Tenders (PT)

1. Interested tenderers may, at their option, login to <http://eprocure.isro.gov.in> and submit offers as per details of notification

2. This being a two part tender - Technical and Commercial part separate, the Technical part should not contain Pricing information. The tenders containing Price details in Technical part will be treated as unsolicited offers and rejected.

3. The prospective parties should have minimum experience of five years and should have a valid CHA licence for the same period for the port mentioned in the Tender.

4. The prospective parties should possess the following documents:

i. PAN CARD of the firm

ii. GST registration of the firm

iii. The CHA should have Certificate of Registration of firm for a minimum period of 5 years – Certificate of Incorporation/Registration Certificate of the firm.

iv. Organized set-up of Office with adequate staff. (04 persons)

5. Experience:

The CHA must have experience in its own name in the field of customs clearance, relating to Hi-Technology Equipments, Consumables, highly perishables, dangerous and ODC cargoes etc. in any similar Govt. Organization, especially clearing consignments under Notification no. 51/96 Customs and its subsequent amendments. List of such organizations to whom services provided, should be provided along with Qualification Bid.

6. Certificates of successful running/completion of the contracts for the said services with at least three Govt. Institutes/organizations during the last 5 years with years with their name, telephone no. and the contact person.

7. Interested parties are requested to provide in their quote, documents and information such as a copy of the valid CHA license mentioning the period for which they are engaged in this business, a brief write-

up on the structure of their organization, list of clients, PAN and GST Certificate and documentary evidence for clearance of goods under Customs Notification No. 51/96, as sought above at point n o. 1 to 4.

8.Request for the extension of the due date will not be considered.

9.SCL reserves the right to accept or reject any / or all the tenders in part or full without assigning any reasons thereof. The bidder is at liberty to seek information related to bidding conditions, bidding process and/or rejection of its bid.

10.Late tenders, delayed tenders, fax quotations and e-mail quotations are not considered.

Bids submitted other than EGPS mode shall not be considered.

11.SCL reserves the right to verify all claims made by the bidder.

12.SCL reserves the right to change any milestone date of the tendering activity / tender schedule.

13.Tender which is not submitted in terms of instructions mentioned herein is liable to be rejected.

14.If tender opening date happens to be a public holiday, tender will be opened on the next working day and interested bidders may depute their representatives to attend the Tender Opening, with proper authorization.

15.The quote should indicate quantity wise unit rate separately which have to be filled online. The Prices are to be mentioned both in figures as well as in words. The taxes, duties etc. are to be calculated and indicated in the column provided in online forms explicitly.

16.Bidders are expected to comply with commercial and other terms and conditions given in vendor specified terms of this tender. In case of any deviation, the reasons thereof should be clearly specified in the vendor specified terms column.

17.Subletting and Assignment: The contractor cannot sublet, transfer or assign the Contract or any part thereof or interests therein or benefit or advantage thereof in any manner whatsoever, to any other party save with the previous written consent of the purchaser. Such consent by the purchaser, however, shall not relieve or discharge the contractor/supplier from any obligation, duty or responsibility under the Contract.

18.The authority of the person submitting the tender, if called for, should be produced.

19.The qualification bids shall be opened as per schedule indicated in the Tender in the presence of the bidders/their authorized representatives who may like to attend the tender opening against presentation of Authorization letter. Due to any breakdown in server/link, bid opening will be continued on the following dates.

The schedule of opening of Price bids shall be intimated separately to the technically qualified bidders only.

20. PROCEDURE FOR EVALUATION OF TENDERS:

Qualification Bids Evaluation Criteria:

The bids of the parties meeting the eligibility criteria regarding the minimum experience as mentioned in Sr. No. 1 to 4 above and providing the information/ documents mentioned at Sr. No. 5 shall qualify for further processing. Price bids of qualified parties shall be opened only.

Evaluation of Price Bids:

The following elements shall be considered for evaluation of priced commercial offer:

a. Criteria for selection shall be overall minimum cost for the activities and volume indicated in the price bid form for Customs cleared of imported cargoes and delivery charges of customs cleared shipments at SCL, SAS Nagar.

b. Compliance with the payment terms prescribed in this tender document. In the event, the bidder offers payment terms stringent than SCL prescribed payment terms, the bid of the bidder shall be loaded appropriately

Bid Templates

Document Solicited from Vendor

Attachment 1:

Attachment 2:

ELIGIBILITY CRITERIA

Item Specifications

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Remarks
1	The prospective parties should have minimum experience of five years in customs clearance and should have a valid CHA licence for the same period for the port mentioned in the Tender.			

2	<p>The prospective parties should possess the following documents:</p> <ul style="list-style-type: none"> i. PAN CARD of the firm ii. GST registration of the firm iii. The CHA should have Certificate of Registration of firm for a minimum period of 5 years – Certificate of Incorporation/Registration Certificate of the firm. iv. Organized set-up of Office with adequate staff. (04 persons) 			
3	<p>Experience:</p> <p>The CHA must have experience in its own</p>			

	<p>name in the field of customs clearance, relating to Hi-Technology Equipments, Consumables, highly perishables, dangerous and ODC cargoes etc. in any similar Govt. Organization or any other well known reputed organization especially clearing consignments under Notification no. 51/96 Customs and its subsequent amendments. List of such organizations to whom services provided, should be provided along with Qualification Bid.</p>			
4	<p>Certificates of successful running/completed contracts for the said services with at least three Govt. Institutes/organizations with their name,</p>			

	telephone no. and the contact person.			
5	Interested parties are requested to provide in their quote, documents and information such as a copy of the valid CHA license mentioning the period for which they are engaged in this business, a brief write-up on the structure of their organization, list of clients, PAN and GST Certificate and documentary evidence for clearance of goods under Customs Notification No. 51/96, as sought above at point no. 1 to 4.			

SCOPE OF WORK

Item Specifications -I

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Remarks
1	Preparation and filing of Bill of Entry of the imported shipments with the appropriate Customs Authorities consistent with the prevailing Export-Import Policy, Hand Book of Procedures, Customs Tariff and Customs Manual or any other guidelines or rules or laws as may be applicable, for assessment, compliance with other custom clearance procedures such as examination, issuance of Demurrage Challan, Delivery Gate pass etc. for obtaining release of shipments from Custom Authorities. CHA should ensure that proper, exact and minimum customs			

	duty is payable as per the Customs Tariff.			
2	It may be noted that SCL being a unit under administrative control of Deptt. of Space, Govt. of India is entitled to avail off benefit of reduced rates of customs duties as per various Customs notifications including notification no. 51/96 or amended as time to time, which pertains to imports by units of Deptt. of Space. Accordingly Bill of Entry should be filed wherever applicable.			
3	Delivery of Custom Cleared Cargoes at SCL, S.A.S Nagar			

4	Delivery/Collection of Cargo Arrival Notice (CAN)/ DO and/or relevant associated documents.			
5	Arranging NOC from Drug Controller of India, FSSAI or other relevant agency.			
6	Submission, Execution and subsequent cancellation of re-export Bonds under the prevailing rules/regulations.			
7	Obtaining delivery of SCLs shipments from Customs			

	Bonded warehouses /Port trust upon completion of Customs clearance formalities and sending it to SCL, S.A.S. Nagar as advised by SCL.			
8	To liaise with carriers/freight forwarding agents for collection of short/lost cargo certificates whenever required and to ensure appropriate reporting in this regard on the Bill of Entry or other relevant papers by concerned customs authorities and assessment/payment of customs duty accordingly.			
9	Effective liaison and interaction with the concerned customs			

	<p>authorities and providing them necessary justification/clarifications on Export-Import Policy, Customs Tariff for expeditious assessment, examination and customs clearance of SCL shipments.</p>			
10	<p>Effective liaison and interaction with concerned officials of SCL for expeditious custom clearance of SCL shipments or settlement of related issues.</p>			
11	<p>Assistance for procedural compliance and suitable settlement of Demand Notices, Claims of Customs Authorities, Customs refund and Customs draw-</p>			

	<p>back cases. Assistance for filing of appeals or representations to the concerned authorities as and when required for the shipments handled during the operation of the contract or as may be asked by SCL.</p>			
12	<p>CHA will give utmost importance to SCL cargoes to avoid Penalty, Demurrage/Storage Charges taking all necessary steps to clear the shipments within free period allowed by the Customs. Penalty, Demurrage/Storage Charges if paid due to reasons attributable to CHA, shall be debited to CHA without any justification.</p>			

13	CHA will remain abreast with amendments, notifications of Export-Import Policy, Customs Tariff or Act particularly relevant to electronics industry.			
14	CHA will assure SCL against any loss/damage that may arise due to CHAs default or negligence or infringement upon Customs Clearance/Warehousing laws, Procedures or Regulations as may be prevailing at the Port of Import/Re-export.			

15	<p>Items of Import:</p> <p>Imported shipments may contain Raw Materials including chemicals & gases, consumables, Spares, Accessories, tools, Capital goods, Software etc. Some of the materials are classified as Hazardous, Perishable, Dangerous, Corrosive or Photo Sensitive and may require careful handling/cold storage facilities by Port Trust authorities or during inspection/examination by Custom Authorities as the case may be.</p>			
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PROCEDURE FOR EVALUATION OF QUOTES OF CHA.

Item Specifications -II

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Remarks
1	<p>Qualification Bids Evaluation Criteria:</p> <p>The bids of the parties meeting the eligibility criteria regarding the minimum experience as mentioned in Sr. No. 1 to 4 in eligibility criteria and providing the information/ documents mentioned at Sr. No. 5 in the same, shall qualify for further processing. Price bids of qualified parties shall be opened only.</p>			
2	<p>Evaluation of Price Bids:</p> <p>The following elements shall be considered for evaluation of prices commercial offer:</p>			

2.1	<p>Bidders eligibility criteria mentioned in the tender shall be verified and the selection shall be based on overall minimum cost for the activities and volume indicated in the price bid form for Customs cleared of imported cargoes and delivery charges of customs cleared shipments at SCL, SAS Nagar.</p>			
2.2	<p>Compliance with the payment terms prescribed in this tender document. In the event, the bidder offers payment terms stringent than SCL prescribed payment terms, the bid of the bidder shall be loaded appropriately.</p>			

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Vendor Specified Terms

Description	Vendor Terms
<p>1.CHA to quote the charges considering all aspects of the Scope of Work strictly.</p> <p>Charges which are not part of the contract shall not be payable.</p>	
<p>2.IMPORTANT:</p> <p>This being two part Tender Technical(Qualification Bid) and Commercial parts separate, the CHA should not attach any document(s) containing pricing information alongwith Technical Part. The tenders containing price information in Technical Part will be summarily rejected. Prices should be indicated in the Price Bid format only.CHA shall provide rates for all slabs in Price Bid Form. Incomplete bid shall be rejected.</p> <p>If any pricing information, Vendor/s like to provide shall be uploaded as a separate pdf file under tab Supporting documents (Commercial).</p>	
<p>3.Indicative Volume:</p>	

<p>Indicative volume for each category as shown in the Price Bid Form is on the basis of estimation for next two years requirement. However this volume and category may change on actual basis and payments shall be made on actual basis.</p>	
<p>4. In order to ensure expeditious customs clearance, CHA will be required to pay demurrage and other leviable charges at the port of import upto an aggregate of Rs. 25,000.00 and Delivery Order (DO) fee etc. which shall be included by the CHA in the service bill alongwith the supporting documents and shall be reimbursed by SCL.</p>	
<p>5. If levy of Penalty and /or Port charges/Demurrage charges are incurred for reasons attributable to CHA, SCL may recover such charges from the CHA without any justification. It is clarified that shipment handling charges payable to Port Authorities shall not be treated as part of demurrage charges.</p>	
<p>6. The secrecy, security and safety of the consignments are of paramount importance. CHA shall take adequate care for the safety of the consignments during the handling and transportation.</p>	

<p>7. The rates shall remain firm during the validity of the contract. However, in the event of escalation/decrease in the diesel price (ex-Mumbai) from the date of signing of contract, the transportation charges shall be increased/decreased. (Price reference of Public Sector Oil companies shall be considered.)</p> <p>Escalation/De-Escalation clause shall be applicable only, when the impact of series of diesel price increase/decrease results in accumulated net increase/decrease of more than Rs.2.00/- per Liter (Rs. Two Only) from the base contracted rate of HSD.</p> <p>Such increase/decrease shall be applicable only for the prospective period from the date, on which the accumulated impact reaches more than Rs.2.00 & above. The formula for escalation/de-escalation of transport charges is as follows :</p> $0.25 \times A \times (C-B)/B$ <p>A = Base Rate for transportation as per contract. B = Ruling price of HSD applicable at Delhi as on date of contract.</p>	

<p>C = Revised price of HSD at Delhi.</p>	
<p>8. CHA shall deliver customs cleared shipments along with the Bill of Entry (Duplicate copy) and a copy of Invoice at SCL. Loading of material on the vehicles, if required, shall be the responsibility of CHA.</p>	
<p>9. PERFORMANCE BANK GUARANTEE (PBG):</p> <p>The Contractor shall furnish a Bank Guarantee (as per format given by purchaser) from any nationalized/scheduled bank for an amount equivalent to 10% of the value of the Contract and shall be valid for a period of 60 days beyond the expiry date of warranty period. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.</p> <p>Note:</p> <p>Vendor to ensure that their Banker gives Bank Guarantee (BG) confirmation over email from Bank Domain immediately after issuance of the same at the following email Ids:</p>	

<p>njain@scl.gov.in</p> <p>CC: harjeet@scl.gov.in</p> <p>abhishek.mishra@scl.gov.in</p> <p>In addition the banker may send a scanned copy of the BG as an attachment.</p>	
<p>10. In the event, if the contract is terminated in whole or in part due to the fault of CHA, SCL reserves the right to retain the PERFORMANCE BANK GUARANTEE (PBG) and claim for the compensation for the loss or damage.</p>	
<p>11. PAYMENTS:</p> <p>All payments shall be made to CHA in Indian rupees after deduction of TDS within 30 days from the date of submission of bill(s) accompanied with the Bill of Entry (Importer copy)/Shipping Bill, TR-6 Challans, Delivery Challans, day-to-day justification for the Demurrage and other relevant documents to SCL.</p> <p>GST shall be paid extra as applicable.</p>	

<p>12. TERM:</p> <p>The Term of the proposed contract shall be two years from the date of signing of both parties. The proposed contract after its expiry can be further extended for a period as mutually agreed to. On natural expiry or termination of the contract, CHA shall continue to render services to SCL till such time all pending shipments notified to CHA are customs cleared. However, on SCLs written request CHA shall immediately cease to follow up or take delivery of any of SCL shipments from the Customs.</p>	
<p>13. TERMINATION OF CONTRACT:</p> <p>In the event of any deficiency in the services, SCL reserves the right to terminate the proposed contract at any time without by giving one months notice and with no obligation to SCL. If CHA wishes to terminate the proposed contract, three months prior notice shall be provided.</p>	
<p>14. SCL reserves the right to enter into parallel contract simultaneously or at any time during the currency of the contract with one or more</p>	

<p>Service Providers.</p>	
<p>15.ARBITRATION:</p> <p>In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in New Delhi in the Arbitration and Conciliation Centre New Delhi (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be English only.</p> <p>Work under the Contract shall be continued by the CONTRACTOR during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the DEPARTMENT or unless the</p>	

<p>matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.</p>	
<p>16.PUBLICITY:</p> <p>No publicity or any kind what so ever regarding this contract shall be given by CHA without prior permission of SCL.</p>	
<p>17.SUBLETTING OF CONTRACT:</p> <p>The Contract shall not be sublet, transferred or assigned to any other firm, person(s) without prior written permission of SCL.</p>	
<p>18.CONFIDENTIALITY:</p> <p>CHA shall not divulge the information relating to the documentation/drawing etc., that are not in public domain and exclusively provided by SCL for its own requirements, to any third party and shall not use for CHAs own commercial purposes, without prior written consent from Purchaser.</p> <p>Further CHA shall maintain absolute secrecy and security of the documentation/drawings and other technical documentation supplied by Purchaser for the purpose of customs clearances and CHA shall</p>	

return the same to Purchaser after completion of the work.	
19.JURISDICTION: The proposed contract shall be subject to the exclusive jurisdiction of Civil Courts, Mohali (Punjab) irrespective of anything mentioned in any correspondence or otherwise.	
20.APPLICABLE LAW: The Contract shall be interpreted, construed and governed by the laws of India.	

Supporting Documents from Vendor

Attachment - I:

Attachment - II:

Price Bid Form

Item Description	Slab Range	Qty	UOM	Currency	Unit Price	Total Price
Agency & Attendance charges for import clearance at Nhava Sheva seaport on LCL basis (Per Bill of Entry)	-	3	No.	-	-	-
Agency & Attendance charges for import clearance at Nhava Sheva seaport on FCL Basis. (Per Bill of Entry)	-	9	No.	-	-	-
Delivery charges for customs cleared cargoes from Customs Nhava Sheva to SCL, SAS Nagar on	-	3	No.	-	-	-

part load basis (Shipment less than 1 Ton)						
Delivery charges for customs cleared cargoes from Customs Nhava Sheva to SCL, SAS Nagar on Full load basis 20/22 feet vehicle	-	7	No.	-	-	-
Delivery charges for customs cleared cargoes from Customs Nhava Sheva to SCL, SAS Nagar on Full trailer/truck basis	-	2	No.	-	-	-

Break-up of other taxes and other costs should be specified in respective narration columns.

Sum of these Break-up values should be specified in respective value columns.