



# **BID DOCUMENT**

**EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF REPUTED AGENCIES WITH TEA BOARD INDIA FOR AIRPORT-TO-AIRPORT AND DOOR-TO-DOOR LOGISTICS SERVICES FOR SHIPMENT OF CARGO (BY AIR/ROAD TRANSPORT) WITHIN INDIA AND ABROAD**

**EOI NO. 2(1)/TP(SPS)/18-19**

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## Tea Board India

(Under Ministry of Commerce & Industry, Dept. of Commerce, Govt. of India)

14, B.T.M Sarani (Brabourne Road), Kolkata- 700 001

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Phone No. 033 2235 0109  
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Tender No. 2(1)/TP(SPS)/18-19

Dated: 26<sup>th</sup> October, 2018.

### **NOTICE INVITING TENDER THROUGH e-PROCUREMENT**

Sealed tenders are invited on behalf of Deputy Chairman Tea Board, Kolkata **for empanelment of Reputed Agencies for Airport-to-Airport and Door-to-Door Logistics Services for Shipment of Cargo (By Air/Road Transport) within India and abroad**

**Manual bids shall not be entertained.**

Tender documents may be downloaded from e-Procurement website of Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app> as per the schedule as given in **Key Events and Dates (tentatively)** as under:

#### **Key Events and Dates (Tentative)**

SL. No	Information	Dates/Details
1.	Publication date of the Tender	30.10.2018
2.	Last date to send in requests for clarifications through e-Mail to Publicity Officer at <a href="mailto:dipannita.teaboard@gmail.com">dipannita.teaboard@gmail.com</a>	01.11.2018
3.	Publication of response to clarifications requests	08.11.2018 at <a href="http://www.teaboard.gov.in">www.teaboard.gov.in</a>
4.	Last Date and Time for submission of bids	16.11.2018 till 1600 Hrs
5.	Date and Time of opening of Bids	19.11.2018 at 1500 Hrs

Sd/-

(S. Soundararajan)  
Secretary

**(i) TENDER FEES:**

Cost of the Tender Document is **Rs. 1,000/-** (One Thousand) only. This amount shall be deposited by NEFT/RTGS to:

Account No: 00260200000807

Account Name: "Tea Board Market Promotion Scheme"

IFSC: BARBOBRABOU

Branch: Brabourne Road, Kolkata.

The UTR No. and details of transaction are to be intimated to Tea Board at the e-mail IDs: [teaboardfin@gmail.com](mailto:teaboardfin@gmail.com) and [dipannita.teaboard@gmail.com](mailto:dipannita.teaboard@gmail.com) before submission of TENDER to Tea Board. A Copy of the e-mail shall be submitted along with the TENDER.

**(ii) EARNEST MONEY DEPOSIT (EMD)**

An EMD amount of **Rs. 50,000/-** (Rupees Fifty Thousand) only shall be deposited to the same account number as mentioned above.

The UTR No. and details of transaction are to be intimated to Tea Board at the e-mail IDs: [teaboardfin@gmail.com](mailto:teaboardfin@gmail.com) and [dipannita.teaboard@gmail.com](mailto:dipannita.teaboard@gmail.com) before submission of tender to Tea Board. A Copy of the e-mail shall be submitted along with the tender.

Bid will be summarily rejected if the Tender Fee and the EMD are not transferred **unless** the company is registered under Single Point Registration Certificate issued by the NSIC. In case of that, a self-attested copy of the valid single point registration certificate is to be submitted along with the bid.

**Eligibility of bidder:**

**For domestic freight forwarding:** Indian companies registered to take up tendered items of work and whose annual turnover in the last three financial years was more than Rupees 15 (Fifteen) Lakh, are eligible to submit Bids for the domestic freight forwarding services.

**For international freight forwarding:** Indian companies registered to take up tendered items of work and whose annual turnover in the last three financial years was more than Rupees 50 (Fifty) Lakh, are eligible to submit Bids for the international freight forwarding services.

Further, the bidder should have capability and experience in international and national/domestic freight forwarding of consignments up to nearest airport/final destination, cargo handling, Customs clearance, export and import handling, arrangement of all necessary documents required for clearance of the consignments including way bill/e-way bill for some Government/Semi Government organizations/PSUs and other organizations of repute, along with its Eligibility conditions as described in detail in the tender document.

All the Bidders/CFAs/CSPs must provide the following documents and the declarations (**duly self attested with stamp**) along with the Technical Bid, failing which their **BIDS** shall be summarily rejected:

1. Copy of the (a) PAN CARD, (b) GSTIN, (c) Trade License Certificate and (d) Professional Tax Certificate, if any, issued by Kolkata Municipal Corporation must be attached.

**2. Experience:** The company must be in existence for at least five years and have experience in its own name of having successfully undertaken projects in the field of Forwarding and Consolidation relating to highly perishable goods for at least five years.

**3.** A complete List of clients/ customers for which the services have been provided must be attached. Copies of satisfactory completion of the contract certificates from at least three reputed customers in last three years must be attached along with name, address and contact details of the customer.

**4.** For empanelment as international freight forwarders, the bidder must submit a List of its network of own offices/offices of its agents for the purpose of cargo forwarding and consolidating in all the major tea-importing countries such as the CIS region, Gulf, Middle East and WANA countries, Europe, North America, Latin America, South East Asia, Australasia etc.

**5.** Similarly, for empanelment of the CFA/CSP for freight forwarding within India, the bidder must submit a List of its network of own offices/offices of its agents for the purpose of cargo forwarding and consolidating in all the major cities and towns of India. For the purpose of domestic freight forwarding, bidders with strong network in the Northeastern region i.e. the states of Assam, Tripura, Meghalaya, Sikkim, Arunachal Pradesh etc. and the tea-growing regions of South India such as Coonoor, Coimbatore etc. will be given preference.

**6.** Bid security (EMD) shall be Rs. 50,000/- (Rupees Fifty Thousand only) to be submitted by NEFT/RTGS to the bank account as specified in the Tender document.

Signature of the Bidder along with Seal

7. Tender Document fees is Rs. 1,000/- (Rupees One Thousand only) to be submitted by NEFT/RTGS to the bank account as specified in the Tender document.

Secretary,  
Tea Board, Kolkata

Signature of the Bidder along with Seal

**INFORMATION TO BE GIVEN BY THE BIDDER**

- 1. Name of the Bidder Firm/Company :
- 2. Address :  
\_\_\_\_\_  
\_\_\_\_\_
  
- Telephone No. : Office  
Residence  
Mobile  
FAX
  
- 3. Registration particulars of the Firm/Company :  
viz. Proprietary, Partnership, Private Limited,  
Public Limited etc.
- 4. Name of Proprietor/Partner/Director signing the :  
tender document.
- 5. Name/Designation/Address of the Authorized :  
Signatory holding the Power of Attorney  
(if any)
- 6. Income Tax Return Particulars :
  
- 7. Permanent Account Number (PAN) :
- 8. GSTIN no.
- 9. Trade Licence

Certified that the information given above is true and if any information is found to be false or misleading the tender /contract may be cancelled.

Name: \_\_\_\_\_ Signature \_\_\_\_\_

(Capacity in which signed)

Signature of the Bidder along with Seal

## SECTION II INSTRUCTIONS TO BIDDERS

### **A. INTRODUCTION**

#### **1. DEFINITIONS:**

- a) "TEA BOARD" means Tea Board India, a Commodity Board under the Government of India, Ministry of Commerce and Industry and having its Head Office at 14 B.T.M Sarani, Kolkata 700001
- b) "The purchaser" means the Deputy Chairman Tea Board, KOLKATA acting through the Secretary, TEA BOARD, Kolkata.
- c) "The Bidder" means "Service Provider" or firm who participates in this tender and submits its bid.
- d) "The Supplier" means the successful bidder supplying the services under the contract.
- e) "The Services" means all the services and/or other materials, which the supplier is required to supply to the purchaser under the contract.
- f) "Provisional acceptance letter/letter of intent" means the intention of the purchaser to place the purchase order on the bidder.
- g) "The Purchase Order" means the order placed by the purchaser on the Supplier signed by the purchaser including all attachments and appendices thereto and all documents incorporated by reference therein.
- h) The purchase order shall be deemed as "Contract" appearing in the document.
- i) "The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.

#### **2. ELIGIBLE BIDDERS:**

The eligible bidder shall be an Indian Company having experience of international airport-to-airport and door-to-door freight forwarding, and domestic/national freight forwarding of consignments within India up to final destination, export and import handling, cargo handling, customs clearance and obtaining of necessary documents required for clearance of the consignments, for some Government/Semi-Government organizations/PSUs.

**For domestic freight forwarding:** Indian companies registered to take up tendered items of work and whose annual turnover in the last three financial years was more than Rupees 15 (Fifteen) Lakh, are eligible to submit Bids for the domestic freight forwarding services.

**For international freight forwarding:** Indian companies registered to take up tendered items of work and whose annual turnover in the last three financial years was more than Rupees 50 (Fifty) Lakh, are eligible to submit Bids for the international freight forwarding services.

**Bids not confirming to these conditions will be rejected outright.**

#### **3. COST OF BIDDING:**

The bidder shall bear all costs associated with the preparation and submission of the bid. The purchaser, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

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## **B. DECLARATIONS TO BE GIVEN BY THE BIDDER**

Following Declarations (self –attested with stamp) must be attached to the Technical Bid:

1. An undertaking to the effect that the CFA/CSP will provide DEMURRAGE FREE SERVICE to Tea Board India. And no request for demurrage and ground rent shall be entertained in any case.
2. A declaration that the CFA/CSP is not blacklisted / suspended for any services related dispute like imposition of penalty to the extent of damage incurred during the subsistence of contract, and also recovery of the outstanding amount from any of the institutes /organizations. An affidavit (by Notary) to this effect should be enclosed. Non-disclosure of such information will result in termination of the contract without any notice. In case of detection of such incident, at any stage of the tender/ contract, the contract (if awarded) shall be terminated and the EMD/ Performance Security submitted by the firm will be either forfeited or enashed without any notice to the agent.

## **C. BID DOCUMENT:**

### **4. BID DOCUMENTS:**

- 4.1 The services required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

Documents to be enclosed with the <b>Technical Bid</b>	Documents to be enclosed with the <b>Financial Bid</b>
<ol style="list-style-type: none"><li>1. Notice Inviting EOI</li><li>2. Instructions to Bidders</li><li>3. General Conditions of Contract</li><li>4. Special Conditions of Contract</li><li>5. Schedule of Requirements</li><li>6. IT Return of last three (3) years</li><li>7. GSTIN no.</li><li>8. Self-attested photocopy of PAN card</li><li>9. Experience Certificates</li><li>10. CA certified Annual Turnover Certificate of Minimum Rs. 15 Lakh for last three (3) financial years (for domestic freight forwarding) and Minimum Rs. 50 lakh for last 3 financial years (for international freight forwarding)</li><li>11. Balance Sheet showing the turnover for the last three financial years</li><li>12. Bid Form</li><li>13. The UTR No. and details of transaction of the Tender Document Fees and EMD submitted to Tea Board through NEFT/RTGS</li><li>14. Other documents asked for in the tender form</li><li>15. Certificates from your clients certifying satisfactory service/successful delivery of consignments.</li><li>16. Any other document as the bidder may wish to submit in support of the bid.</li></ol>	<ol style="list-style-type: none"><li>1. Price Schedule for Domestic Freight Forwarding (as per the format given in Section VIII of this document)</li><li>2. Price Schedule for International Freight Forwarding (as per the format given in Section IX of this document)</li><li>3. Any other document as the bidder may wish to submit in support of the bid.</li></ol>

Signature of the Bidder along with Seal

Note: Quotations/price bids are to be submitted only in a separate financial bid. No quotations/price bids should be enclosed along with the technical bid as it would lead to disqualification of the bid.	
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**4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidders' risk and shall result in rejection of the bid. The Bidder is required to submit one copy of the Bid document with the company seal and signature of the Authorised signatory on each and every page, which signifies the Bidder's acceptance of all the terms and conditions of the Bid Document.**

#### **5. CLARIFICATION OF BID DOCUMENTS:**

A prospective bidder, requiring a clarification of the Bid Documents shall notify the purchaser in writing at the purchaser's email address indicated in the invitation for Bid. The purchaser shall respond in writing to any request for clarification of the Bid Documents, which is received not later than 7 days prior to the date for the submission of bids. Copies of the query (without identifying the source) and clarifications by the purchaser shall be sent to all the prospective bidders who have purchased the bid documents.

#### **6. AMENDMENT OF BID DOCUMENTS:**

- 6.1 At any time, prior to the date of 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, may modify the bid documents by amendments.
- 6.2 The amendments shall be notified in Writing or Email to all prospective bidders on the address intimated at the time of purchase of bid document from the purchaser and these amendments will be binding on them.
- 6.3 In order to afford prospective bidders reasonable time in which to take the amendments in account in preparing their bids, the purchaser may, at its own discretion, extend the deadline for the submission of bids suitably.

#### **7. BID FORM:**

The bidder shall complete the Bid Form and the appropriate Price Schedules furnished in the Bid Documents, indicating the services to be supplied, a brief description of the services provided by the bidder, and price.

#### **8. BID PRICES:**

- 8.1 The bidder shall give the total composite price inclusive of GST, all levies and taxes, packing and forwarding. The basic unit prices and other component prices need to be individually indicated against the services it proposes to supply under the contract as per price schedule given in Section VIII and Section IX in Indian Rupees
- 8.2 Prices indicated in the price schedule shall be entered in the following manner:
  - (i) The cost of the services provided, GST, Insurance (as and when required), Phytosanitary/Plant Quarantine certificates (as and when required), Freight and other statutory taxes payable by the bidder.

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- (ii) The supplier shall quote as per price schedule for all the items given in the schedule of requirement.
- 8.3 The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. **A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.**
- 8.4 The unit prices quoted by the bidder shall be of sufficient detail to enable the purchaser to arrive at prices of the services offered.
- 8.5 “Discount”, if any offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clear NET PRICE taking all such factors like discount, free supply, etc into account.
- 8.6 The price approved by the purchaser for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance (as and when required). Break-up in various heads like GST, insurance, freight and other taxes paid/payable is for the information of the purchaser and any change in these shall have no effect on price during the scheduled period of delivery.

#### **9. DOCUMENTS ESTABLISHING SERVICES CONFIRMITY TO BID DOCUMENTS:**

- 9.1 The bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the bid document of all services, which he proposes to supply under the contract.
- 9.2 The documentary evidence of the services conformity to the Bid Documents may be in the form of literature, drawings, data and the bidder shall furnish:
- (a) A detailed description of the services, essential technical and performance characteristics.
  - (b) A clause-by-clause compliance on the purchaser’s Technical specifications and commercial conditions demonstrating substantial responsiveness to the Technical Specifications. In case of deviations a statement of deviations and exceptions to the provision of the Technical specifications shall be given by the bidder. A bid without clause-by-clause compliance of Technical specification conditions shall not be considered. The Deputy Chairman, Tea Board will be the competent authority to accept or reject such deviations. Such decisions will be taken by the Competent Authority keeping in view the materiality of such deviations. There will be a committee having technical and finance members to assist the Deputy Chairman to consider such deviations. Once decided such decisions will be binding on all the bidders.

#### **10. BID SECURITY:**

- 10.1 The bidder shall furnish, as part of his bid, a bid security for an amount of Rs. 50,000/- (Rupees Fifty Thousand only).
- 10.2 The bid security is required to protect the purchaser against the risk of bidders’ conduct, which would warrant the security’s forfeiture.
- 10.3 The Bid security (EMD) should be submitted by NEFT/RTGS to the bank account as specified in the Tender document. Payment in any other form is not acceptable.
- 10.4 A bid not secured in accordance with Para 10.1 & 10.3 shall be ***rejected by the purchaser as non-responsive.***
- 10.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible but not later than 90 days after the expiry of the period of bid validity prescribed by the purchaser.

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10.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily and furnishing the performance security.

10.7 The bid security may be forfeited:

(a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form, or

(b) In the case of a successful bidder, if the bidder fails

i) to sign the contract in accordance with clause 21, or

ii) to furnish performance security in accordance with clause 20.

#### **11. PERIOD OF VALIDITY OF BIDS:**

11.1 Bid shall remain valid for 180 days after the date of bid opening prescribed by the purchaser. ***A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.***

11.2 In exceptional circumstances, the purchaser may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under clause 10 shall also be suitably extended. A Bidder accepting the request and granting extension will not be permitted to modify his bid.

#### **12. FORMAT AND SIGNING BID:**

12.1 The bid shall be typed or printed and signed by the bidder or a person/persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the original bid, except for unamended printed literature shall be signed by the person / persons signing the bid.

12.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person/persons signing the bid.

#### **D. SUBMISSION OF BIDS**

13.1 Bids must be submitted at the Central Public Procurement Portal (CPPP) as per the details provided earlier in this Tender document not later than 1300 Hrs on 16<sup>th</sup> November 2018.

13.2 The purchaser may, at its discretion, extend this deadline for the submission of the bids in which case all rights and obligations of the purchaser and bidders will be subject to the deadline as extended.

#### **14 CLARIFICATION OF BIDS:**

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post-bid clarification at the initiative of the bidder, shall be entertained.

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## **15 PRELIMINARY EVALUATION (TECHNICAL BIDS):**

- 15.1 The EOI will be evaluated in two phases. First, Technical Bid evaluation will be done. The second stage will be the Financial Bid evaluation. Only those bidders who qualify the Technical Bid evaluation will be considered for the Financial Bid opening.
- 15.2 While doing the Technical Evaluation, Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 15.3 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, his bid shall be rejected.
- 15.4 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bid documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid documents without material deviations. The purchaser's determination of bids' responsiveness is to be based on the contents of the bid itself.
- 15.5 A bid determined as substantially non-responsive will be rejected by the purchaser and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity.
- 15.6 The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

## **16. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:**

- 16.1 The purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive.
- 16.2 The comparison for evaluations shall be of price of the services offered inclusive of all taxes and levies.
- 16.3 The tender will be evaluated based on the quoted price schedules for undertaking international and domestic/national freight forwarding of Tea Board's consignments (both airport-to-airport and door-to-door) up to final destination, customs clearance, cargo handling, export and import handling, obtaining of any/all documents required for clearance of the consignments eg. Way bill/e-way bill, Phytosanitary/Plant Quarantine certificate, and allied activities.
- 16.4 Tea Board wishes to empanel a number of CFAs/CSPs for carrying out its logistics activities within India for a period of three years. Therefore, the total consolidated cost submitted by the lowest bidder (after adding the prices mentioned in the individual components as per the Price Schedules given in Section VIII and Section IX of this Bid document) shall be counter-offered to the other bidders. All those bidders who agree to match the total consolidated cost submitted by the lowest bidders, for the separate price bids for the international freight forwarding and domestic/national freight forwarding respectively, shall be empanelled with Tea Board for a period of three years from the date of signing of the contract.
- 16.5 After empanelment, enquiries shall be placed with all the empanelled CFAs/CFPs empanelled for international and domestic/national freight forwarding respectively, for delivery of shipments on case-to-case basis. The work order shall be placed with the particular CFA/CSP which offers the minimum cost for delivery of the shipments to the

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respective destinations on case-to-case basis, as well as the minimum time frame in case of urgent, time-bound consignments. To this effect, the CFAs/CFPs would have to give an undertaking stating that the particular shipment would be delivered to the particular consignee within the time frame as promised by them. Failure to meet this time frame/failure to deliver the consignment will attract penalty. Repeated failures on the part of a particular empanelled CFA/CSP may even lead to cancellation of the contract with the particular empanelled agency.

#### **17 CONTACTING THE PURCHASER:**

17.1 No bidder shall try to influence the purchaser on any matter relating to its Bid, from the time of the bid opening till the time the contract is awarded.

17.2 Any effort by a bidder to influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

#### **18. AWARD OF CONTRACT:**

The purchaser shall consider empanelment of only those bidders whose offers have been found technically (type-approved/validated by the purchaser), commercially and financially acceptable.

#### **19. 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 assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the purchaser's action.

#### **20. ISSUE OF ADVANCE PURCHASE ORDER OR LOI:**

- a. The issue of a Letter of Intent (LOI) shall constitute the intention of Purchaser to enter into the contract with the bidder.
- b. The bidder shall, within 15 days of issue of LOI, give his acceptance along with performance security in conformity with section VII provided with the bid documents.

#### **21. SIGNING OF CONTRACT:**

- a. The successful Bidders must sign an Agreement (on Rs. 100 non-judicial stamp paper) with Tea Board as per the Agreement format approved by Tea Board. The signing of this Agreement shall constitute the award of contract on the bidder.
- b. Upon the successful bidder furnishing of performance security of Rs. 2 lakh, the purchaser shall discharge the bid security.

#### **22. ANNULMENT OF AWARD:**

Failure of the successful bidder to comply with the requirement of Clause 21 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the purchaser may make the award to any other bidder at the discretion of Purchaser or call for new bids.

#### **23. IMPORTANT CONDITIONS:**

While all the conditions specified in the Bid Documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid document, non-compliance of any one of which shall result in out right rejection of the bid:

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- (i) Clause 10.1, 10.3 & 11.1 of Section II – The bids will be rejected at opening stage if bid security is not submitted as per Clauses 10.1 & 10.3 & bid validity is less than the period prescribed in clause 11.1 mentioned above.
- (ii) Clause 2 & 9 of Section II – if the eligibility conditions as per clause 2, Section II is not met and/or documents prescribed to establish the eligibility as per Clause 9 section II are not enclosed, the bids will be rejected without further evaluation.
- (iii) Section III – Commercial conditions & section V – Technical Conditions – Compliance if given using ambiguous word like “Noted, Understood” “Noted & Understood” shall not be accepted as compliance.
- (iv) Section VIII and IX: Price Schedule – If Prices are not filled in as prescribed in the price schedule.
- (v) Section II clause 8.5 on discount, which is reproduced below:  
*“Discount, if any, offered by the bidder shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly NET PRICE taking all such factors like Discount, free supply etc. into account.”*

Secretary,  
Tea Board, Kolkata

### SECTION III

#### GENERAL CONDITIONS OF CONTRACT

##### 1 APPLICATION:

The General Conditions shall apply in the contract made by the purchaser for the procurement of Services.

##### 2 STANDARDS:

The services provided under this contract shall conform to the standards prescribed in the Technical Specifications.

##### 3 PERFORMANCE SECURITY:

- 3.1 The supplier shall furnish performance security to the purchaser for an amount of Rs. 2 lakh within 15 days of supplier's receipt of the Letter of Intent.
- 3.2 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.
- 3.3 The performance Security Bond shall be in the form of Bank Guarantee issued by a Scheduled Bank and in the format provided in the Bid Document, Section VII.
- 3.4 The performance Security Bond will be discharged by the purchaser after completion of the Supplier's performance obligations including Warranty obligations under the Contract.

##### 4. PAYMENT TERMS:

- 4.1 Full Payment of the cost of services as mentioned in the Price Schedule will be effected only after full delivery of the goods by the freight forwarding agent. For claiming the payment the following documents are to be produced before paying authority:
  - i) Tax Invoice issued by the empanelled company
  - ii) Invoice (Packing List) issued by Tea Board for booking of the consignment
  - iii) Airway Bill

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#### iv) Proof of Delivery

4.2 No advance payment will be considered. Payment for work awarded will be made to the service provider after completion of work to the satisfaction of Tea Board.

4.3 Tea Board is not bound to accept the lowest or any other bid received from interested service providers or to assign any reason for non-acceptance. Tea Board reserves its right to accept the tender either in full or in part. Conditional Bids will be rejected outright.

### **5. PRICES:**

- a) Prices charged by the Service Provider for Services tendered under the Contract shall not be higher than the prices quoted by the service provider in his bid.
- b) In case of downward revision of Statutory Levies/Taxes/GST etc. during the finalization period of the tender, the purchaser reserves the right to ask for reduction in the prices of the services charged.

### **6. PENALTY CLAUSE**

6.1 Details of penalty in case of undue delay in execution of delivery of goods/work allotted and under performance will attract the following percentage of deduction from the total cost of the job/work:-

- (i) For delay up to seven working days - 05%
- (ii) For delay up to fourteen working days - 10%
- (iii) For delay beyond fourteen working days - 15%
- (iv) In case of underperformance or delay beyond 30 working days, Tea Board reserves the right to cancel the contract and blacklist the Service Provider, in addition to not releasing payment for the delayed shipment or delivery at a wrong destination.

### **7. Forfeiture of Performance Security**

Forfeiture of Security Deposit: Security amount in full or part may be forfeited in the following cases:

1. When the terms and conditions of contract are breached.
2. When the bidder fails to make complete delivery satisfactorily.
3. When contract is being terminated due to non-performance of the bidder.
4. Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Purchaser in this regard shall be final.

### **8. FORCE MAJEURE:**

8.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by any reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and  
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deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the purchaser as to whether the delivery have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

8.2 Provided also that if the contract is terminated under the clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of manufactures in possession of the contractor at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the purchaser elect to retain.

## **9 TERMINATION FOR DEFAULT:**

9.1 The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the service provider, terminate this contract in whole or in part.

- (a) If the service provider fails to deliver any or all of the goods within the time period(s) specified in the Contract or any extension thereof granted by the purchaser.
- (b) If the service provider fails to perform any other obligation(s) under Contract: and
- (c) If the service provider, in either of the above circumstance (s) does not remedy his failure within a period of two working days (or such longer period as purchaser may authorize in writing) after receipt of the default notice from the purchaser.

9.2 In event the purchaser terminates the contract in whole or in part, the purchaser may engage, upon such terms and in such manner, as it deems appropriate, the services of some other freight forwarding agent, and the service provider shall be liable to the purchaser for any excess cost for such similar services. However, the service provider shall continue performance of the contract to the extent not terminated.

## **10 TERMINATION FOR INSOLVENCY:**

The purchaser may at any time terminate the contract by giving written notice to the service provider, without compensation to service provider, if the service provider becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued thereafter to the purchaser.

## **11 ARBITRATION:**

11.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Deputy Chairman, Tea Board, Kolkata . The agreement to appoint an arbitrator will be in accordance with the Arbitrator and conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is a TEA BOARD Servant or that he was to deal with the matter to which the agreement relates or that in the course of his duties as a TEA BOARD Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Deputy Chairman, Tea Board or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

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- 11.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made there-under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 11.3 The venue of the arbitrator proceeding shall be the office of the Deputy Chairman, Tea Board Kolkata, or such proceeding places as the arbitrator may decide.

**12. SET OFF:**

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the purchaser/TEA BOARD or any other person or persons contracting through TEA BOARD and set off the same against any claim of the purchaser or TEA BOARD or such other person or persons for payment of a sum of money arising out of this contract made by the Contractor with Purchaser or TEA BOARD or such other person or persons contracting through TEA BOARD.

## **SECTION IV**

### **SPECIAL CONDITIONS OF CONTRACT**

The special conditions of the contract shall supplement the '**Instructions to the Bidders**' as contained in Section II & **General Conditions of the Contract** as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III.

1. Date fixed for opening of bids is, if subsequently, declared as holiday by TEA BOARD, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
2. The Small Scale Industries registered with National Small Scale Industries Corporation (NSIC) under single point registration scheme and desirous of claiming concessions available to such units inclusive of bid security should submit documents in respect of their monetary limit and financial capability duly certified by NSIC.
3. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.
4. Purchaser reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
5. The purchaser reserves the rights to counter offer price(s) against price(s) quoted by any bidder.
6. Any clarification issued by purchaser in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.

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**7. EXPERIENCE:**

The bidder should have capability and experience in international and national/domestic freight forwarding of consignments (both door-to-door and airport-to-airport) up to final destination, customs clearance, cargo handling, export and import handling, obtaining of any/all necessary documents required for clearance of the consignments such as way bill, e-way bill, phytosanitary/Plant Quarantine certificate, fumigation certificate etc. for some Government/Semi Government organizations/PSUs and other organizations of repute.

**SECTION V**

**SCOPE AND DESCRIPTION OF WORK**

The scope of the Consolidation-cum-clearance contract is detailed below.

- 1.** Consignments of bulk teas, tea caddies, publicity materials and other documents of Tea Board India have to be delivered through door-to-door mode or airport-to-airport mode as per the requirement of Tea Board to any destination worldwide as well as within India as specified by Tea Board. Consignments have to be picked up from the Tea Board office situated at 14, Brabourne Road, Kolkata. The same have to be sent from Kolkata to various destinations within India by air or road transport as required by Tea Board India on case-to-case basis. Proper and appropriate packing as per required standards for domestic and international despatches has to be done, keeping in mind the respective items to be despatched (i.e. bulk teas, tea caddies, promotional materials such as brochures, leaflets, paper and flex posters, standees etc.)
  
- 2.** Collection of all documents related to despatch of consignments from the Tea Board office in Kolkata, or from any of the consignee's Regional Offices within India, production of Phytosanitary/Plant Quarantine certificate for Tea as and when required, all the stages of clearance including generation of way bill/e-way bill and/or Non-delivery certificate/short landing certificate in case the materials are short delivered by the airlines or road transport agent, and lodging of claims with them immediately on behalf of Tea Board India.
  
- 3.** Any other job in connection with the despatch of goods.
  
- 4.** Follow-up of cases for delivery to the consignee.
  
- 5.** Complete Monitoring and Supervision of the movement from the date of the order and regular feedback on the progress of Shipment to consignee as well as consignor. In case the Pre-Alert/Advance Shipping Document/way bill/e-way bill is not received before landing of the consignment, the delay in clearance will be on the part of the service provider and the amount of demurrage will be recovered from the bill. Tea Board India will not pay any demurrage charges.

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**6.** To provide timely information (pre-alert) regarding despatches and other relevant Information to Tea Board India via E-mail as well as to the consignee.

**7.** Any other services needed regarding consolidation (as and when required).

**8.** The cleared consignments will have to be delivered during office hours only as far as possible and practicable manpower/labourers for unloading / shifting / moving of consignments will have to be arranged by the service provider at his own cost. The service provider must arrange for proper packing of the consignments to avoid damage during transit, and must ensure that the goods are packaged properly before sending them for onward transmission to the consignee. The agency must have the facility for storing the consignment, which could not be transported to the consignee, in a proper warehouse.

**9.** Loading, unloading and transportation of consignments from the Tea Board office to the Airport and consignee's place will be solely the agent's responsibility. As and when required, the selected freight forwarding agent will have to do proper packaging of the consignments so as to avoid any damage to the goods during transit. Only insurance approved transporters i.e. the transporters having valid documentations as per the approved norms of insurance company, should be engaged in order to avoid any problem or occurrence of any untoward incidents.

**10.** In case of any dispute regarding delivery of the consignment, the service provider shall be responsible for its lapses.

**11.** All procedural formalities required for successful delivery of the consignments upto the consignee's doorstep, such as generation of valid documents (way bill/e-way bill etc.) will be required to be done by the Service Provider.

**12.** Consignments dispatched should be in perfect condition at the time of delivery to the consignee. In case of any denting, wetting by water or other liquids, or any other damages to consignments, the service provider will be held responsible for the damage and the loss will be recovered from the payments due.

**13.** It will be the sole responsibility of the service provider to keep track of dispatch of cargo and ensure that the same is delivered on time to the consignee.

**14.** For international freight forwarding, the CFA/CSP should have strong network of cargo forwarding / consolidating agents in all the major tea-importing countries such as the CIS region, Gulf, Middle East and WANA countries, Europe, North America, Latin America, South East Asia, Australasia etc.

**15.** Similarly, for domestic/national freight forwarding within India, the CFA/CSP should have strong network of cargo forwarding / consolidating agents in all important cities and towns of India. Preference will be given to Bidders having strong network in the Northeastern region i.e. the states of Assam, Tripura, Sikkim, Meghalaya, Arunachal Pradesh etc. and the tea-growing regions in South India such as Coonoor, Coimbatore etc.

**16.** Safe custody of consignments handed over to the service provider is the

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responsibility of the CFA/CSP till they are delivered to the consignee. The CFA/CSP has to assist in processing and liaison of claim(s), if any, lodged by Tea Board India in the event of any damage etc., if required and specifically ordered.

**17. Liaison and Co-Ordination with Tea Board India, Kolkata:**

a. CFA/CSP shall maintain close liaison regularly with Tea Board India, Kolkata.

b. CFA/CSP shall arrange collection of documents whenever informed over phone or email. Further, the CFA/CSP shall arrange for generation of valid documents required for clearance of the consignment (eg. Phytosanitary/Plant Quarantine certificate, Way bill, e-way bill etc.)

c. CFA/CSP shall take immediate steps for finalization of the proper mode of despatch from time to time whenever there are any disturbances in the modes of transport and the same must be done with the consent of Tea Board India only.

**18.** The CFA/CSP shall be responsible for any delay in filing Bill of Entry with the appropriate authority and/or not notifying Tea Board India of discrepancy, if any, in the documents. The demurrage charges (other than handling charges) for the entire period of delay due to deficiency or negligence in service on the part of CFA/CSP will have to borne by CFA/CSP. Further, the CFA/CSP will have to make good the loss/damage, if any, suffered on account of delay due to deficiency or negligence of service attributable by the CFA/CSP and/or clearance of consignments.

**19.** The CFA/CSP should not have been blacklisted by any Government organization. The CFA/CSP 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 termination of this contract without any notice, imposition of penalty to the extent of damage incurred during the subsistence of contract, and also non-payment of the outstanding amount.

**20.** The CFA/CSP should not have any pending legal dispute with Tea Board India as we are interested in very reliable and professional services.

**21.** Should any dispute of any nature arise, CFA/CSP shall continue its services as provided in this contract, if required by Tea Board India, during pendency of the dispute.

**22.** The CFA/CSP shall equip itself in advance with all necessary information that may be required for delivery of the consignments. In case of need of clarification from Tea Board India, the queries may be communicated to the **Publicity Officer, Tea Board India, Kolkata** on the day the queries are raised by the concerned authorities.

**23.** Tea Board India shall make every effort to examine and arrange payment of bills within 60 days of receipt of the bills with all the relevant original supporting documents. However, delay in settlement of payments shall not be accepted as valid ground for CFA/CSP to stop/delay clearance of consignments and/or make any demands for advance payment. It is clearly and specifically understood that storage charges incurred

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on account of delay in clearance of consignments on grounds of delay in payment of bills on the part of Tea Board India will have to be borne by CFA/CSP. All the bills will be admitted by Tea Board India only for the sums entitled under this contract. Tea Board India does not undertake to communicate to CFA/CSP, reasons for partial or non-admission of one or more claims made in the bills.

**24.** Tea Board India will make every effort to arrange payment of bills within 30 to 45 days of receipt of bills. If payment is delayed beyond 45 days for any reason, the **CFA/CSP shall NOT STOP clearing consignments and their delivery of consignment(s)**. CFA/CSP should have adequate financial standing to continue clearance activities during pendency of payment of bills.

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**SECTION VI**

**BID FORM**

Tender No. (Name & Address of the purchaser)

Dear Sir,

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver services in conformity with said conditions of contract and specifications as per the schedule of prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to complete delivery of all the services specified in the contract within the specified timeframe as calculated from the date of issue of your purchase order.

If our bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum Rs. Two lakh for the due performance of the contract.

We agree to abide by this bid for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Agreement is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this ..... day of ..... 2018.

Signature of  
In capacity of

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

Witness .....

Address .....

Signature .....

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## SECTION VII

### PERFORMANCE SECURITY BOND FORM

THIS DEED OF GUARANTEE MADE THIS ..... DAY OF..... between Tea Board India (A Government of India organization under the Ministry of Commerce & Industry), having its Headquarters at 14 B.T.M Sarani, Kolkata (hereinafter called the "TEA BOARD") (which expression shall unless excluded by or repugnant to the context include its successors and assignees) of one part and ..... (hereinafter called the "Bank") (Which expression shall unless excluded by or repugnant to the context include its successors and assignees) of the other part.

WHERE THE TEA BOARD accepted the tender of M/s ..... (hereinafter called the service provider) to supply the TEA BOARD services as per Contract No. .... Dated..... (hereinafter referred to as the said contract).

AND WHEREAS the said contract provides that the service provider shall furnish Bank Guarantee amounting to Rs. Two Lakh as and by way of security for the due observance and performance of terms and conditions of the contract.

AND WHEREAS at the request of the service provider the Bank has agreed to execute these presents.

NOW THE DEED WITNESSED AND IT IS HEREBY AND DECLARED BY AND between the parties hereto as follows:

1. The bank hereby irrevocably and unconditionally guarantees to the TEA BOARD that the Service Provider shall render all necessary and efficient services which may be required to be rendered by the Service Provider in connection with and/or for the performance of the said contract and further guarantees that the services provided under the said contract shall be to the satisfaction of the TEA BOARD and the Service Provider shall make good any defects/damages arising from negligence/inadequacy of the service provider in ensuring proper fulfillment of the contractual obligations. In the event of the Service Provider failing or neglecting to render necessary services as foresaid and/or in the event of the Service Provider failing to give satisfactory performance mentioned therein, the Bank shall compensate against any loss or damage that may be caused to or suffered by the TEA BOARD by reason of any breach by the Service Provider of any of the aforesaid terms and conditions and the Bank further undertakes to pay the TEA BOARD, such sum not exceeding Rs. Two lakh on demand and without DEMUR in the event of the Service Provider's failure to perform and discharge the aforesaid several duties and obligations on his part to be observed and performed under the said contract and/or deficiencies and defects on the satisfactory performance of the Service Provider.
2. The decision of the TEA BOARD as to whether the Service Provider failed to or neglected to perform or discharge his duties and obligations as aforesaid and/or whether the services provided are to the satisfaction of TEA BOARD and as per the amount payable to the TEA BOARD by the Bank herein shall be final and binding on the Bank.
3. The liability of the bank under this Guarantee shall be as of principal Debtor.
4. The Guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the aforesaid terms of the said contract and it shall

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continue to be enforceable 180 days after the termination of the contract period, all the dues of TEA BOARD under or by working of the said contract have been fully paid and it is certified by TEA BOARD that the terms and conditions of the said contract have been fully and properly carried out by the said Service Provider and a No Demand Certificate submitted to this effect by the Service Provider.

5. The bank further agrees that the Guarantee herein contained shall remain in full force and effect for a period of 42 months from the date of signing of the Agreement/Contract between TEA BOARD and the Service Provider and also that the extension of the Guarantee will be provided for by the Bank for such period beyond the said period of 42 months as the TEA BOARD may feel necessary in this behalf provided further that if any claim accrues against the bank before the expiry of the said period of 42 months or an extension thereof the same shall be enforceable against the bank notwithstanding the fact the same is enforced after the said period of 42 months or any extension thereof.
6. The Guarantee herein contained shall not be affected by any change in the constitution of the Service Provider or the bank and shall be a continuing one.
7. The TEA BOARD has fullest liberty, without affecting the Guarantee to postpone for any time and from time to time, any of the powers exercisable by it against the Service Provider and either reinforce or forbear any of the terms & conditions of the said contract and Bank shall not be released from its liability under this Guarantee by any exercise by TEA BOARD of the liberty with reference to the matter referred aforesaid or by reasons of time being given to the supplier or any other forbearance, act or the omission on the part of TEA BOARD or any indulgence by TEA BOARD to the Service Provider or any other matter or thing whatsoever which under the law relating to sureties shall but for this provision have the effect of so releasing of from its such liability.
8. The Bank undertakes not to revoke this Guarantee during its currency except with the previous consent of TEA BOARD in writing.
9. NOTWITHSTANDING anything contained herein before, the Bank's liability under this guarantee is restricted to Rs. 2 lakh (Rupees Two Lakh only). The guarantee shall remain in force till 42 months from the date of signing of the Agreement/Contract between TEA BOARD and the Service Provider. Unless a demand in writing for a claim under this guarantee is lodged with the Bank on or before (date should be mentioned) all your rights under this guarantee shall be forfeited and the Bank shall be released and discharged from all liabilities there-under.

IN WITNESS WHEREOF the parties have executed these presents the day and year therein above-written.

Signed and Delivered by the Attorney for  
and on behalf of the Bank in the presence  
of:

1. \_\_\_\_\_
2. \_\_\_\_\_

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## Section VIII

### PRICE SCHEDULE (Financial Bid) FOR DOMESTIC FREIGHT FORWARDING

The charges given in the Price Schedule below are the Service Provider's charges for rendering the services over and above the actual Airway Bill submitted by the Road Transport Agent/Airlines/Courier company (on a case-to-case basis). The original Airway Bill submitted by the Road Transport Agent/Airlines/Courier company has to be provided along with all supporting documents for claiming the payment as per the schedule of charges given below:

Schedule of Charges	Upto 25 Kgs	25-35 Kgs	35-45 Kgs	45-100 Kgs	100-300 Kgs	300-500 Kgs	500 Kgs and Above
Transportation Charges							
Handling Charges *							
Way Bill/e-Way Bill generation charges (as and when required) *							
GST (in percentage)							

\* The Handling Charges and Way Bill/e-Way Bill generation charges will be uniform across all slabs.

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## Section IX

### PRICE SCHEDULE (Financial Bid) FOR INTERNATIONAL FREIGHT FORWARDING

The charges given in the Price Schedule below are the Service Provider's charges for rendering the services over and above the actual Airway Bill submitted by the Airlines/Courier company/Forwarding Agent through Airport-to-Airport or Door-to-Door delivery mode (on a case-to-case basis). The original Airway Bill submitted by the Airlines/Courier company/Forwarding Agent has to be provided along with all supporting documents for claiming the payment as per the schedule of charges given below:

Schedule of Charges	Upto 25 Kgs	25-35 Kgs	35-45 Kgs	45-100 Kgs	100-300 Kgs	300-500 Kgs	500 Kgs and Above
Transportation Charges							
Handling Charges *							
Charges for obtaining Phytosanitary/Plant Quarantine certificate *							
GST (in percentage)							

\* The Handling Charges and charges for obtaining Phytosanitary/Plant Quarantine certificate will be uniform across all slabs.

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