INDIAN INSTITUTE OF TECHNOLOGY DELHI HAUZ KHAS, NEW DELHI-110016

Dated: 24/08/2020

Open Tender Notice No.IITD/SPS(SP-3124)/2020

Indian Institute of Technology Delhi is in the process of appointing Custom House cum Forwarding Agent (CHFA) for clearance of Air and Sea Consignments from Delhi Customs on ExWorks, FOB, FCA, CIP, CIF etc. for one year and extendable for two more years depending upon satisfactory performance.

Details of the tender		Appointment of Custom House cum Forwarding Agent (CHFA) for clearance of Air, Sea & FPO Consignments from Delhi Customs on ExWorks, FOB, FCA, CIP, CIF etc. initially for one year and extendable for two more years depending upon satisfactory performance					
Earnest Mon	ey Deposit	Rs. 2,00,000/- (to be paid through RTGS/NEFT)					

Tender Documents may be downloaded from Central Public Procurement Portal <u>http://eprocure.gov.in/eprocure/app</u>. Aspiring Bidders who have not enrolled / registered in e-procurement should enroll / register before participating through the website <u>http://eprocure.gov.in/eprocure/app</u>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission '.

Tenderers can access tender documents on the website (For searching in the NIC site, kindly go to Tender Search option and type 'IIT'. Thereafter, click on "GO" button to view all IIT Delhi tenders). Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <u>http://eprocure.gov.in/eprocure/app</u> as per the schedule given in the next page.

No manual bids will be accepted. All quotation (both Technical and Financial should be submitted in the E-procurement portal).

SCHEDULE

Name of Organization	Indian Institute of Technology Delhi					
Tender Type (Open/Limited/EOI/Auction/Single)	Open					
Tender Category (Services/Goods/works)	Service					
Type/Form of Contract (Work/Supply/ Auction/Service/Buy/Empanelment/ Sell)	Service					
Is Multi Currency Allowed	No (INR only)					
Date of Issue/Publishing	24/08/2020 (16.00 Hrs)					
Document Download Start Date and Time	24/08/2020 (16.00 Hrs)					
Online Pre-Bid Meeting Date and Time	31/08/2020 (16.00 Hrs) (Bidders interested in attending the online Pre-Bid meeting may inform the same at <u>drstores@admin.iitd.ac.in</u>)					
Last Date and Time for Uploading of Bids	14/09/2020 (16.00 Hrs)					
Date and Time of Opening of Technical Bids	15/09/2020 (16.00 Hrs)					
EMD	Rs.200000/- (Rupees Two Lacs) (To be paid through RTGS/NEFT. IIT Delhi Bank details are as under: Name of the Bank A/C : IITD Revenue Account SBI A/C No. : 10773572622 Name of the Bank : State Bank of India, IIT Delhi, Hauz Khas, New Delhi-110016 IFSC Code : SBIN0001077 MICR Code : 110002156 Swift No. : SBININBB547 (This is mandatory that UTR Number is provided in the on- line quotation/bid. (Kindly refer to the UTR Column of the Declaration Sheet at Annexure-G)					
No. of Covers (1/2/3/4)	02					
Bid Validity days (180/120/90/60/30)	90 days from the date of opening of Technical bids					
Address for Communication	Stores & Purchase Section, Room No.AD-112, IIT Delhi, Hauz Khas, New Delhi-110016					
Contact No.	011-2659-1726/7128					
Email Address	drstores@admin.iitd.ac.in					

Instructions for Online Bid Submission:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (<u>URL:http://eprocure.gov.in/eprocure/app</u>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <u>http://eprocure.gov.in/eprocure/app</u>

Registration:

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<u>http://eprocure.gov.in/eprocure/app</u>) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their userID / password and the password of the DSC / eToken.

Searching for Tender Documents:

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

Preparation of Bids:

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of

documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Submission of Bids:

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission date and time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 5) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

Assistance to Bidders:

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

General Instructions to the Bidders:

- 1) The tenders will be received online through portal <u>http://eprocure.gov.in/eprocure/app</u>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
- 2) Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through https://eprocure.gov.in/eprocure/app. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site https://eprocure.gov.in/eprocure/app under the link "Information about DSC".
- 3) Tenderer are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at https://eprocure.gov.in/eprocure/app .
- 4) Only On-line bids will be considered (i.e. no Off-line bids). However, the purchase committee may seek any clarifications from any bidder at any stage (both on-line or off-line as the need may be). Incomplete or conditional bids will be rejected. Institute reserves the right to accept or reject any or all offers at any stage without assigning any reason thereof.

INDIAN INSTITUTE OF TECHNOLOGY DELHI Store Purchase Section

NOTICE INVITING QUOTATIONS

Dated :24/08/2020

Subject: - Appointment of Custom House Cum Forwarding Agent (CHFA) for clearance of Air, Sea and FPO Consignments from Delhi Customs on CIP/ CIF/ ExWorks/ FCA/ FOB etc. for one year and extendable for two more years depending upon satisfactory performance.

Invitation for Tender Offers

Indian Institute of Technology Delhi (educational and research institution), invites online Bids (Technical bid and Commercial bid) from eligible and experienced Custom House Cum Forwarding Agent (CHFA) for clearance of Air and Sea Consignments from Delhi Customs for one year (*Extendable for two more years depending upon satisfactory performance*) as per terms & conditions specified in the tender document, which is available on CPP Portal http://eprocure.gov.in/eprocure/app.

The Indian Institute of Technology Delhi, a premier institution, imports equipment, chemicals and various items for the use in teaching and R&D purposes from different countries for various Department/ Center/ Section of the Institute. IIT Delhi imports on the basis of DSIR Registration. The approximate annual import of IIT Delhi is around Rs.80 Crore with approximately 450-500 foreign consignments per year. <u>IIT Delhi shipments are mostly on CIP/CIF mode with limited shipments on ExWorks/ FOB/ FCA</u>. Most of the consignments are air consignments and few are post parcel / sea consignments. No specific value of each consignment can be given but it could range anything between Rupees one thousand and Rupees Five Crores and above.

Inbound Consignments may comprise of equipment, chemicals, raw materials, consumables, spares parts, accessories, tools, capital goods, software etc. Some of the materials may be classified as hazardous, perishable, dangerous, corrosive or photosensitive and may require careful handling / special storage and also warrant special arrangements for road / air / sea transportation.

IIT Delhi's number of average shipments (weight-wise) in last 3 years is furnished below:

- (i) Number of shipments with total weight <100 Kgs: 205
- (ii) Number of shipments with total weight 101 KGs to 200 KGs: 50
- (iii)Number of shipments with total weight 201 KGs to 500 KGs = 55
- (iv) Number of shipments with total weight 501 KGs to 1000 KGs = 45
- (v) Number of shipments with total weight 1000 KGs = 20

IITD does not guarantee any minimum number of shipments during the currency of agreement and Freight Forwarder agrees to arrange transportation of shipments as and when offered.

SCOPE OF WORK:

The Custom House Cum Forwarding Agent (CHFA) shall act for and on behalf of the Indian Institute of technology Delhi (IIT Delhi) for custom clearing, forwarding and transporting of package of Machines, Tools, Scientific & Consumable goods, Chemicals and Equipment etc. received from foreign countries at IAAI, New Delhi/Inland Container Depot (ICD)/ Foreign Post Office(FPO)/ Tughlakabad Depot (TKD)/Delhi, New Delhi.

Following jobs shall fall under the scope of the custom clearance-cum-forwarding contract:

(a)	Custom clearance of consignments from IAAI/ Inland Container Depot
	(ICD)/ Tughlakabad Depot (TKD)/ Foreign Post Office (FPO) at New Delhi which involves the following: -
	 Collection of clearance documents from IIT Delhi for items exempted and non-
	exempted from Custom Duty
	• Custom clearance of the consignment including all stages of the process.
	• Clearance of FPO parcels from customs/foreign post office New Delhi.
	• Immediate delivery of consignment at user's laboratory site in IIT Delhi after
	custom Clearance. Demurrage, if any, incurred on this account will be paid by the
	CHFA
	• Follow-up of cases of recovery of any excess duty paid to Indian custom (including
	 duty paid wrongly for duty free/ exempted items). Any other job assigned by IIT Delhi in connection with the clearance of goods
	from customs.
(b)	Actions related to Short Landing/ Non-Delivery/ Damaged Goods/ Theft:
	• Collection of non-delivery certificate/short landing certificate from IAAI in case
	the materials are short delivered by supplier/ Airlines. Lodging of claims with
	IAAI regarding the same on behalf of IIT Delhi.
	• Arranging Insurance survey at Airport/ IAAI in case of damages/ shortage of the
	Consignment
(c)	Consolidation of the consignments being imported from all over the world:
	• Complete monitoring and supervision of the movement of consignment from the date of order /LC and regular feedback on the progress of order to IIT Delhi. In case the
	same is not received 3-4 days before the date of landing of consignment, the onus for
	delay in clearance will be on the part of the agent and the respective amount of
	demurrage (if any) will be paid by CHA&FA.
	• To provide timely information (pre-alert), regarding dispatch and other relevant
	information to IIT Delhi. The Freight Forwarder would be required to keep IITD
	informed throughout the whole process of consignment flow and reporting back to
	them at each and every stage whenever required (24x7 facility). The cargo tracking link to be provided to IITD.
(c)	Export of items/ equipment for repairs or replacement:
(0)	Sometimes, IIT Delhi has to re-export the defective / wrongly dispatched items to the
	foreign supplier. For this purpose, permission from Reserve Bank of India, packing,
	repacking, transportation, arranging Insurance survey, customs formalities etc. are to be
	arranged.
1	

TERMS & CONDITIONS

S.No	Specification
1	Due date:
	The bids are to be submitted on-line before the due date and time.
2	Preparation of Bids : The offer/bid should be submitted in two bid systems (i.e.) Technical bid and financial bid. The technical bid should consist of all technical details along with commercial terms and conditions. Financial bid should indicate item wise price for the items mentioned in the technical bid in the given format i.e BoQ.
	The Technical bid and the financial bid should be submitted Online.
3	EMD : The tenderer should submit an EMD amount through RTGS/NEFT to ' Indian Institute of Technology Delhi '. The Technical Bid without payment of EMD (through RTGS) would be considered as UNRESPONSIVE and will not be accepted. The EMD will be returned without any interest to the unsuccessful bidders immediately after the award of contract. In case of successful Tenderer, it will be retained till CHFA furnishes Performance Bank Guarantee. Refer to Schedule (at page 2) for its actual place of submission.
4	Forfeiture of EMD : The EMD will be forfeited if the bidder withdraws or amend, impair and derogate from the tender in any respect within the period of validity of tender or fails to furnish the Performance Bank Guarantee.
5	Opening of the tender: The online bid will be opened by a committee duly constituted for this purpose. Online bids (complete in all respect) received along with EMD (through RTGS/NEFT) will be opened as mentioned at "Annexure: Schedule" in presence of bidders representative if available. Only one representative will be allowed to participate in the tender opening. Bid received without EMD will be rejected straight way. The technical bid will be opened online first and it will be examined by the committee which will decide the suitability as per the tender specification and requirement. The financial offer/bid will be opened only for the offer/bid which technically meets all the tender requirements as per the specification, and will be opened in the presence of the vendor's representatives subsequently for further evaluation. The bidders if interested may participate in the tender opening on the specified Date and Time. The bidder should produce authorization letter from their company to participate in the tender opening.
6	Acceptance/ Rejection of bids: The Committee reserves the right to reject any or all offers without assigning any reason. Pool tenders will NOT be considered. Firms giving pool rates/ Forming Cartel will be summarily rejected.
7	Bidders are requested to quote all-inclusive charges in Price Bid including charges for oversize consignments, perishable, precious and hazardous goods (Approximately 15 to 20 consignments which may be oversize, perishable, precious and hazardous goods may be imported annually).

8	PRE-QUALIFICATION CRITERIA:
	(i) The CHFA must be registered in Delhi Customs at least for last 5 years and should have minimum 2 years' experience for undertaking similar work for organizations like IIT's, NITs, IISc, State or Centrally Funded Universities, Central / State funded research organizations, National Institutes, Govt. Hospitals or other reputed organizations. Award letters to be furnished for respective years as a proof to above.
	 (ii) The CHFA must have either FIATA or IATA registration (iii) The bidder must not have been Black Listed/ De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking during the last three years.
	 (iv) The bidder must have valid consolidation and customs house agent license. (v) The bidder must have an average turnover of Rs.20 crores for last three (3) financial years (Profit & Loss Account and Balance Sheet for last three (3) financial years must be attached). The turnover should also be duly certified by Chartered Accountant stating that the firm has said turnover from freight forwarding business.
	 (vi) The PAN & GST should be in the name of the organization. (vii) CHFA must have a network of forwarding agencies, spread all over the world and its details should be placed at Annexure-C.
	 (viii) Certificate(s) of successful running/completion of the contracts for the said services with Govt. Institutes/ organizations/ Educational Institutes/ Reputed Organization during the last 2 years. These certificates must bear the name and telephone nos. of the authorized signatory. Annexure A6
	(ix) CHFA must have filed Income Tax Return (ITR) in last 3 financial years.
	Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between bidder specification and supporting documents etc. may lead to rejection of the bid.
9	For FOB/FCA shipment: Agent shall be fully responsible for taking following steps before dispatch of goods from foreign countries: -
	 i) Finalization of Bill of Entry ii) Finalization of Custom Duty iii) The consignments shall be cleared from Custom without any demurrage charges. For any reason if demurrage is imposed then it will be totally borne by the Custom House Agent only.
	 iv) All the consignments to be delivered at the user's laboratory site within the IIT Delhi academic area. v) CHA shall be responsible for ensuring proper Insurance for all items on behalf of IIT Delhi. IIT Delhi has an Open Cover Policy presently through the National Insurance Company Ltd. which shall be used for such consignment)
	For detail terms and conditions under FOB/FCA, please refer to Annexure-A
10	 For the CIP/CIF shipments: i) CHFA should remain alert on CIF shipments. They should be in touch with the foreign supplier and the Indian Agent about the likely arrival of shipment based on the information furnished to them through the Supply Order (SO). On the basis of

prior information obtained from the foreign supplier (or the local agent) on t arrival of goods, the CHFA must collect necessary documents in advance	
Delhi in order to clear the items from customs in time.	
ii) Delivery Order should be collected from the forwarder on same day when i by the IIT Delhi	informed
iii) On receipt of CDEC document from IIT Delhi, the Bill of Entry and Custor should be finalized on the same day.	om Duty
 iv) The consignment should be cleared within one day after collecting Custo Exemption Certificate along with request for BRO, failing which de imposed on IIT Delhi will have to be borne by Custom House Agent. 	
v) All the consignments shall be delivered at the users' laboratory site within academic area	the IITD
vi) In case a perishable consignment is damaged due to insufficient arrangement of Dry Ice during clearance & transportation up to IIT Delhi, agency shall responsible for the complete loss.	
11 Shipment:	
It shall be the responsibility of the Agent to examine carefully all packages ma Customs examination as the consignment/ arrives at the Airport with the re- invoices and measurement/ packaging list etc. If any damage or loss of goods is at the time of Physical examination of the consignment, the same shall be broug notice of Indian Institute of Technology Delhi immediately (in writing) for arr Survey or for surveying the consignment.	espective s noticed ght to the
Whenever any Short Landing Cargo is noticed, the Agent shall be required to a found" or "Not traceable" notice with the Airport Authorities and obtain Not T Certificate and lodge formal claim on Airport Authorities/ Concerned Airlin necessary documents under intimation to Indian Institute of Technology Delhi.	raceable
The Agent will arrange repacking of damaged packages, where it is essentially in consultation with the representative of Indian Institute of Technology Delhi. It so incurred will be reimbursed by IITD based on the certificate issued representative of IITD.	Expenses
The consignment should be shipped in the first available CONSOL of any airlin of FoB/FCA/ ExWorks. The Agent shall be held responsible for any delay or where it does not file the Bill of Entries with Custom or does not inform any disc to IITD. The Warehousing charges (other than handling charges) will be recove the Agent for particular period of delay due to their negligence.	n its part crepancy
The Agent shall have to make good to Indian Institute of Technology Delhi incurred due to negligence or failure on their part to take prompt action in finali Bill of Entries and clearance of consignments.	•
On receipt of the consignment, the CHFA shall submit a clear & legible cop following: - (i) Master Air Way Bill (MAWB),	by of the
(ii) House Air Way Bill (HAWB), (iii)Cargo Arrival Notice (CAN),	
(iv)Commercial Invoice and	
(v) Packing list for Bank Release Order (BRO).	

12	Custom Duty Exemption Certificate (CDEC):				
	IIT Delhi's imports are partially customs duty free for which Custom Duty Exemption				
	Certificate will be provided against each import. Presently, the applicable custom duty is				
	5.50% except some 100% duty free items. CHFA shall be responsible for safe custody				
	of Customs Duty Exemption Certificate under Govt. Notification. 51/96 Custom. being				
	provided by IIT Delhi from time to time for Duty free clearance of imported				
	consignments. CHFA should file Bill of Entry just after landing of the consignment under				
	intimation to IIT Delhi Import Cell for arranging duty exemption certificate. In case of				
	any customs objection, the written communication must be sent to IIT Delhi without any				
	delay. In no case, full Custom Duty shall be paid when CDEC is provided by IIT Delhi.				
13	If any goods intended to be exported or any goods imported are withheld by the				
	Customs or other authorities for any reason, the Freight Forwarder shall immediately				
	take necessary action in that connection and IITD shall not be responsible for any				
	consequential loss.				
14	Payments:				
	For CIP/CIF shipments, the following payments will be made by IITD: -				
	1. Clearing Charges				
	2. Warehouse Charges (Without Demurrage)				
	3. Delivery Order (D.O) Charges				
	4. Custom Duty (Without Interest)				
	For FOB/FCA shipments: -				
	1. Agreed charges (From origin to user's lab)				
	2. Clearing Charges				
	3. Warehouse Charges (Without Demurrage)				
	4. Custom Duty (Without Interest and Penalty)				
	CHFA should pay all the clearing charges of the consignment including Customs Duty,				
	Freight charges etc. The actual bill for Airfreight / Sea-freight charges, custom duty and				
	clearing charges etc. will be cleared by IIT Delhi at the earliest from the date of receipt				
	of the consignment in IIT Delhi premises in good condition; or from the date o				
	submission of the bill along-with all relevant documents, whichever is later.				
	The weight for the purpose of Airfreight will be "chargeable weight" of the consignment.				
	The weight for the purpose of clearance from Airport will be the "gross weight" of the consignment or "volume weight" of the consignment whichever is higher. Proper				
	dimension should be mentioned in Air Way Bill in terms of Cms/ Inches/ odd dimension				
	etc. in import as well as export documents.				
	etc. In import as wen as export documents.				
	The Clearing Agent shall pay Customs duty upto Rs.3,00,000/- per consignment. In				
	case the duty exceeds Rs. 3 lacs, IITD shall extend an advance to the CHFA for the				
	amount in excess of Rs.3 Lacs.				
15	Reimbursement:				
	The surveyor's actual and reasonable fees and expenses incurred on conveyance for				
	carrying on the survey of imported consignments, as and when necessary, will be				
	reimbursed to the Agent on submission of valid receipt.				
16	Customs Act 1962:				
	The CHFA shall be required to perform all the duties on behalf of IIT Delhi which is				
	required to be performed under the Customs Act 1962 for clearance of items from				

	Customs, as amended from time to time and take such steps to ensure that the interest of the Indian Institute of Technology Delhi are protected on the clearing of its consignments.
17	Parallel Agreement:
	The Indian Institute of Technology Delhi reserves the right to enter into similar
	agreement(s) simultaneously or afterwards with any other Contractor(s)/Clearing Agents/
	CHFAs, as IIT Delhi may think fit any time during the period the agreement is in force.
	The CHFA will not be entitled to make any representation/complaint on this account.
18	Performance Bank Guarantee:
	The Agent shall furnish a Performance Bank Guarantee for Rs.10,00,000/- (Rupees Ten
	Lakh only) in favour of Registrar Indian Institute of Technology Delhi for the due
	performance of the Agreement failing which the same will be revoked in favour of IIT
	Delhi. The PBG should be valid for three years.
19	Contract Validity:
	The contract shall be initially valid for one year from the date of signing Agreement
	which may be extendable for a further period up to 2 years depending upon the
	performance of the Agent. IIT Delhi reserves the right to cancel the agreement at any
	stage due to unsatisfactory performance by giving a notice of one month.
20	Quote Validity:
	The rates quoted by the CHFA shall remain valid during the currency of contract.
21	Agreement:
	The Agent shall prepare and sign all necessary papers of Agreements with IIT Delhi
	within a week i.e. five working days on award of contract.
22	Force Majeure:
	For purposes of this Clause, "Force Majeure" means an event beyond the control of the
	CHFA and not involving the Agency's fault or negligence and not foreseeable. Such
	events may include, but are not limited to, acts of the Institute either in its sovereign or
	contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions
	and freight embargoes.
	If a Force Majeure situation arises, the Agency shall promptly notify the Institute in
	writing of such conditions and the cause thereof. Unless otherwise directed by the
	Institute in writing, the Agency shall continue to perform its obligations under the
	Institute in writing, the Agency shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means
	Contract as far as is reasonably practical, and shall seek all reasonable alternative means
	Contract as far as is reasonably practical, and shall seek all reasonable alternative means
	Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
	Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. However, the Agency shall not be liable for forfeiture of its performance security,
	Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. However, the Agency shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in
23	Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. However, the Agency shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of
23	Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. However, the Agency shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
23	 Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. However, the Agency shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. Supplier Integrity:
23	 Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. However, the Agency shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. Supplier Integrity: The CHFA is responsible for and obliged to conduct all contracted activities in accordance
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	Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. However, the Agency shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. Supplier Integrity: The CHFA is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract. Transit Insurance: The forwarder should be responsible for arranging "Transit Insurance Cover" of all the

	open cover policy (presently through National Insurance Company Ltd. against policy to be provided by IITD shall be used.
25	Fall Clause : The following fall clause will form part of the contract placed on successful applicants: The price charged for the shipments under the contract by the Freight Forwarders shall in no event exceed the lowest prices at which the freight forwarder execute the work or offer to execute work of identical description to any persons/Organizations including the purchaser or any department of the Central government or any Department of the state government or any statutory undertaking of the central or state government, as the case may be, during the period or till the performance of all orders placed during the currency of the contract is completed.
26	Fidelity Bond: The CHFA is responsible to handle sophisticated and valuable consignments. In order to safeguard the interest of IIT Delhi in the event of any loss due to any act of omission and commission, CHFA should furnish a FIDELITY BOND of Rs. 10,00,000/- (Rupees Ten Lakhs) in favour of Registrar IIT Delhi, which should be valid till the entire contract period including extended period of one year, if any.
27	RESOLUTION OF DISPUTES:
	 Arbitration: a) Any dispute arising between the parties relating to this Agreement shall first be tried to be amicably resolved by the parties. Failing amicable resolution within 30 days of the commencement of negotiations, the dispute shall be referred to a Sole Arbitrator, mutually agreed by both the parties. The Arbitration shall be conducted as per the Arbitration and Conciliation Act, 1996, or its statutory modification, amendments or reenactments thereof. The award of the Arbitration shall be final and binding on both the parties. The venue of the Arbitration shall be New Delhi. The arbitration fee & expenses shall be shared equally by the parties. b) Arbitration proceedings and all other matters connected to Arbitration and any other dispute, suits, complaints, litigation, claim or any other matter arising out of or in relation to this Agreement, shall be subject to the Exclusive jurisdiction of Delhi courts. c) In case of any dispute, all pending consignments shall be cleared by the Agent and handed over to IIT Delhi pending the settlement thereof.

S.No	County of Origin	Freigh	Kg. (Chargeable		
	Origin	(i) FOB (INR)	(ii) FCA (INR)	Weight) (iii) ExWorks (INR)	(iv) Total of (i)+(ii)+(iii) (INR)
1	USA*				
2	Germany*				
3	Switzerland*]			
4	Singapore*				
5	UK*				
6	Netherlands*				
7	Hong Kong*				
8	France*				
Gran	d Total for above	8 countrie	5		(XX
9	Japan				
10	Austria				
11	Israel				
12	Denmark				
13	Canada				
14	Norway				
15	Ireland				
16	Australia				
17	Italy				
18	Sweden				
19	Finland				
20	South Korea				

2	21	Taiwan							
2	22	China]
2	23	Malaysia							
*Only 8 countries will be consi				ed for calcu	lation	of L1			
		(Bl	B)					(CC))***
All-in-Charges inc		g Custom Clearar	nce, Al	-in-Charges	s inc	cluding	g Custo	` '	arance,
transportation (from				sportation		-			
Kg.	Denve	ry upto User's Lab. I		nepat & Jh o. Per Kg.	ajjai	campus	s), Deliv	ery upto	User s
-	(Rs	.)		-	I		(R	(Rs.)	
				Consignme Weight	nt	Son	nepat	Jhajj	ar
R s		_Per. Kg		Upto 50 Kg					
			51	Kg. to 250	Kg.				
				250 Kg. an Above	d				
		*	*** CC	will not b	e con	nsidere	ed for ca	alculatior	n of L1
Criteria for calc	ulati	<u>on of L1:</u>							
	ightag P	d as follows: ge of the Grand T lus ge of the price (B)		X) under	AA				
Example: -									
0.25 (XX) + 0.75	(BB))							
If XX is Rs.1000 determined as 0.2					s Rs.	600/-,	then th	ne cost sl	hall be

Annexure-A

INDIAN INSTITUTE OF TECHNOLOGY DELHI HAUZ KHAS, NEW DELHI-110016

Terms and Conditions for <u>FREIGHT & FORWARDING FOR SHIPMENTS UNDER CONSOLE</u> <u>(FOB/FCA/ExWorks)</u>

- 1. For shipments moving under consolidation CHFA must have their own Global network of agents to follow-up on picking up of IIT Delhi consignments. List of console associate situated in foreign countries with complete address, Phone number, Fax number, E-mail address, contact person should be enclosed (**Annexure-C**).
- 2. Orders placed on FOB Airport of origin, will be delivered to forwarding Agent of Custom House Agent and all charges prior to departure will be paid by shipper.
- 3. Ex-works shipments:- Foreign associates of the agent shall pick up the consignment from the supplier for onward shipment to New Delhi, India. The CHFA may take proper approval for the pickup charges from IIT Delhi and reasonable pickup charges will be reimbursed to the Custom House Agent on case to case basis against furnishing of valid documents/bill.
- 4. The foreign associates or their agent shall follow up with the foreign supplier and CHFA must ship the goods within the delivery schedule. Agent shall intimate the status of shipment to IIT Delhi by email fax like MAWB/HAWB and copy of Invoices. The agent and its foreign associates shall be responsible for the safety of the consignments in all circumstances.
- 5. IIT Delhi will send the Import Order copy to the agent and the foreign associate of the agent shall follow up with the foreign supplier to ship the goods within the delivery schedule. The foreign associate of the agent shall intimate the status of shipment to IIT Delhi by email and Fax in advance.
- 6. In the event of damages pilferage theft shortage the Short Landing Certificate, Non-delivery Certificate, discrepancy certificate (whichever is applicable) shall have to be obtained from the IAAI Customs Airlines and the claims shall have to be filled with Insurance Carrier/Custom immediately under intimation to IIT Delhi.
- 7. The agent shall file Bill of Entry immediately after landing of the consignment under intimation to IIT Delhi. The Custom House Agent will be fully responsible for getting release of the consignment form Delhi or Airport/ FPO/ Seaport in India without any extra charges. The bidder should have valid consolidation and Custom House Agent license in the same name (not in the name of sister concern or shareholder).

Annexure-B

[Letter Head of CHA] DECLARATION SHEET

We, hereby certify that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. We have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification. We have a forwarding agency network spread all over the world and its details are placed at **Annexure-C**. I, further certify that I am the duly authorized representative of the under mentioned tenderer. Our organizational details is placed at **Annexure-G**. We also agree to confirm / check regarding insurance of the consignment (based on IIT Delhi open cover) before moving the same from respective country. If any LOSS occurred due to non-insurance, the same will be deducted from our bills.

We agree that the consignments after clearance from airport will directly be delivered at the users laboratory site at IIT Delhi, within three working days. In case of perishable item, it will be delivered within minimum specific time with proper arrangements. We agree that, we will not withheld any consignment before or after clearance under any circumstances.

We agree with the payment terms as mentioned in the terms and conditions. We also agree that we shall not claim any demurrage charge, if paid by us at the time of clearance, for the shipments arranged by us. We agree to pay all the clearing charges of the consignment including Customs Duty, Freight charges etc. and we will not ask for any advance for the same. We will only claim the reimbursement of the same after timely clearance and shipping the material to the IIT Delhi in time.

We agree that we shall collect necessary documents required for clearing of consignments both from airport, FPO and seaport by deputing our representative as and when required. Delay will be on our account. We shall prepare the airfreight bill and clearing charges bills strictly in accordance with the approved rates. We further agree to accept the T.T. selling rate issued by the SBI, IIT Delhi branch, for the purpose of calculation of Airfreight charges or custom rate with documentary evidence.

We have enclosed a copy of valid Registration Certificate to act as forwarder, CHA Registration Certificate (registered at Delhi), Income Tax Certificate, Service Tax Registration Certificate along with this tender document.

We are registered with Delhi customs for last 5 years and we have minimum 2 years' experience for doing work for organizations like IIT's, NITs, IISc, State or Central Universities, Central / State funded research organizations (e.g. CSIR, DRDO, etc.), National Institutes, Govt. Hospitals or Reputed Organizations. We are an ISO certified company. In last three years we have processed over 500 bill of entries each year. Our annual turnover is rupees Forty crores or above per year in last three years.

We agree, if cargo is received in damaged condition / short landing cargo, CHFA will not prepare clearance charges bill, till IIT Delhi receives the insurance claim. In such cases we will file shortage / damaged /not found/ not traceable notice with Airport Authorities and obtain necessary certificate / damage certificate from the Airline and lodge necessary claim with the concerned authorities under intimation to IIT Delhi. We agree, if the packet of consignment is found externally damaged at the Airport/ seaport then first inform AR/DR/JR (SPS) of IIT Delhi for insurance survey. It will also be applicable to those consignments which will come through other consol. During inland transportations any loss / damage is the sole responsibility of clearing agent, in that case we shall provide loss/ damage certificate immediately and follow up the insurance cases till get reimbursed form insurance company and then we shall submit the clearance charge bill for payment.

We shall handle sophisticated and valuable consignment, we shall furnish a FIDELITY BOND of Rs. 10,00,000/- (Rupees Ten Lakhs Only) in favour of "Registrar, IIT Delhi" to safeguard the interest of IIT Delhi in the event of any Loss to IIT Delhi due to any act of omission and commission, which should be valid till contract period including extended period of one year.

Signature	of	Bidder
Signature	UI	Diddei

Name : _____
Designation : _____
Organization Name : _____

Annexure-C

[Letter-head of CHA&FA] Details of Forwarder

Country	Name & Address	Fax Number	Email address	Contact person and Contact number
Austria				
Australia				
Belgium				
Canada				
China				
Denmark				
Finland				
France				
Germany				
Holland				
Hong Kong				
Israel				
Ireland				
Italy				
Japan				
Malaysia				
South Korea				
Norway				
Russia				
Singapore				
Spain				
Switzerland				
Sweden				
Taiwan				
UAE				
UK				
Ukraine				
USA				

The CHFA must provide the above information without which the bid will be rejected.

Signature of Bidder
Name : _____
Designation : _____

Organization Name : _____

Contact No. : _____

ANNEXURE-D

[Letter head of CHA&FA] COMPLIANCE SHEET

Sl. No.	Requisite Information	Compliance Y/N
2	We are registered with Indian customs at Delhi for last 05 years and have minimum 2 years' experience for doing work for organizations like IIT's, NITs, IISc, State or Central Universities, National Institutes, Central / State funded Research Institutes, Govt. Hospitals or Reputed Organization (Award letters to be furnished for respective years as a proof to above). We certify that our organization have not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Govt. funded Research Institutions/ Public Sector Undertaking in the last three years.	
3	Our organization have valid consolidation and customs house agent license in the our own name.	
4	Our organization have a valid FIATA/ IATA registration	
5	Our organization have average annual turnover of Rs. 20 crores for last three financial years (The Profit and Loss A/c and Balance sheet for previous three years (i.e. 2017-18, 2018-19 and 2019-20 duly audited or certified by the Charter Accountant be enclosed along with a statement showing three years' turnover separately). The turnover should also be duly certified by Chartered Accountant stating that the firm has said turnover from freight forwarding business.	
6	We have the PAN card and GST certificate in the name the organization (copy attached).	
7	We have a forwarding agency network spread all over the world and its details are placed at Annexure-C .	
8	Copy of last 3 years Income Tax Return is attached	

We have also enclosed all relevant documents in support of my claims, (as above) in the following pages.

Name : _____

Designation : _____

Organization Name : _____

Contact No. : _____

Annexure-E-I

[Letter head of CHA&FA] List of Organization/Deptt. and its Contact Numbers

List of Government Organizations (IITs, NITs, State or Central funded institutes, Research institutes				
like CSIR/ ICAR/ ICMR/ DRDO/ Govt Hospitals etc.) or Reputed Organization for whom the Bidder				
has undertaken such work during last 05 years (must be supported with work orders)				
Name of the organization	Name of Contact Person	Contact No.	Total Period	
			(From – to)	

Signature of Bidder

Name : _____

Designation : _____

Organization Name : _____

Contact No. : _____

[Letter head of CHA&FA] Category of organizations where the CHFA is currently enlisted

Total number of following category organizations	Total Numbers
Central Universities	
State Universities	
IITs	
National Institutes (like NITs)	
Govt. Organizations	
State funded Institutes	
National Research laboratories (CSIR/ ICAR/ ICMR/ DRDO etc.)	
Reputed Organizations	
Sub Total	

Name of such organization currently enlisted be entered below:

Copy of the PO in support of our claim is attached below this table.

Signature of Bidder

Name :	
Designation : _	
Organization Name :	
Contact No. :	

ANNEXURE-G

[Letter head of CHA&FA]

BIDDER'S INFORMATION

NAME & ADDRESS OF CHFA/ Freight forwarder	
CHA Registration Number	
Phone	
Fax	
E-mail	
Contact Person Name	
Mobile Number	
TIN Number	
PAN Number	
EPF Registration Number	
ESI Registration Number	
GST Registration No.	
EMD payment details	
	UTR Number for EMD

Signature of Bidder

Name : _____
Designation : _____
Organization Name : _____
Contact No. : _____

DECLARATION FOR PROVIDING LOCAL SUPPORT SERVICE

(On Company / firm's Letterhead)

Date:

To,

Asstt. Registrar Stores & Purchase Section Room No.AD-112, Main Building, I.I.T. Delhi, Hauz Khas, Delhi – 110016.

Sir,

Re: - Deputation of one staff at IITD for Local Support Service

I/we carefully gone through the Terms & Conditions as mentioned in the above referred Tender document. I/we hereby declare that I will depute one staff at IIT Delhi for **Local Support Service**.

Yours faithfully,

(Signature of the Bidder)

Printed Name:_____

Designation Seal:_____

ANNEXURE-I

DECLARATION FOR COMPLETION OF CONTRACTS WITH GOVERNMENT INSTITUTES

(On Company / firm's Letterhead)

Date:

To, Asstt. Registrar Stores & Purchase Section Room No.AD-112, Main Building, I.I.T. Delhi, Hauz Khas, Delhi – 110016.

Sir,

Re: - Performance Certificate

I/we hereby declare that, our firm M/s ______ was completed contract in same services with following Government Institutes/Govt. Organizations/PSU in past _____ years: (supported by copy of completion certificates)

i)

ii)

iii)

I/We also enclosed these certificates which bear the name and telephone nos. of the authorized signatory.

Yours faithfully,

Encl: - As above

(Signature of the Bidder)

Printed Name:_____

Designation Seal:_____

BID SUBMISSION

The Online bids (complete in all respect) must be uploaded online in **Two** Envelopes as explained below: -

	(Foll	Envelope – 1 lowing documents to be provided as single PDF file)		
Sl. No.	Documents	Content	File Types	
1.		Compliance Sheet as per Annexure – D	.PDF	
2.		Organization Declaration Sheet as per Annexure – B	.PDF	
3.		Details of Forwarder Annexure-C	.PDF	
4.		List of Govt. organizations (Annexure-E-I)	.PDF	
5.	Technical Bid	Category of organizations where the agency is currently enlisted (Annexure E-II)	.PDF	
6.		Bidders Information (Annexure-G)	.PDF	
7.		Declaration for deputing one staff at IITD for Local Support Service (Annexure-H)	.PDF	
8.		Performance Certificate (Annexure-I)	.PDF	
Envelope – 2				
SI. No.		Content	File Types	
1.	Financial Bid	 Financial bid should be submitted in BoQ format. a) FOB, FCA & ExWorks rates for 23 countries (AA) b) All in rate per. kg. to Delhi Campus (BB) c) All in rate per. Kg. to Other Campuses – (CC) 	BoQ	

(Only 8 countries* at AA will be considered for calculation of L1. Quotes in CC will not be considered for calculation of L1)

Criteria for calculation of L1:

L1 shall be decided by considering 25% weightage of the grand total (XX) as given in AA, plus 75% weightage of the price quoted in BB

Example: -

0.25 (XX) + 0.75 (BB)

If XX is Rs.1000/- and per.kg rate quoted under BB is Rs.600/-, then the cost shall be determined as $0.25 \times 1000 + 0.75 \times 600 = 700$