

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

Dated: 06/09/2024

Open Tender Notice No.IITD/ISPS(SP-4747)/2024

Indian Institute of Technology Delhi is in the process of appointing a 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 and Sea 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 Money Deposit (EMD)	NIL. However, bidders are required to submit 'Bid Security Undertaking' (Annexure-I)

Tender Documents may be downloaded from Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app> . Aspiring Bidders who have not enrolled / registered in e-procurement should enroll / register before participating through the website <http://eprocure.gov.in/eprocure/app> . 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 <http://eprocure.gov.in/eprocure/app> 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
Currency	Indian Rupee (INR)
Date of Issue/Publishing	06/09/2024 (15:00 Hrs)
Document Download Start Date and Time	06/09/2024 (15:00 Hrs)
Online Pre Bid Meeting	---
Last Date and Time for Uploading of Bids	19/09/2024 (15.00 Hrs)
Date and Time of Opening of Technical Bids	20/09/2024 (15.00 Hrs)
EMD	NIL. However, bidders are required to submit 'Bid Security Undertaking' (Annexure-I)
Bid Validity days (180/120/90/60/30)	90 days from the date of opening of Technical bids
Address for Communication	Stores and 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 ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)). 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:

<http://eprocure.gov.in/eprocure/app>

Registration:

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) 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 <http://eprocure.gov.in/eprocure/app> . 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 :06/09/2024

Subject: - Appointment of Custom House Cum Forwarding Agent (CHFA) for clearance of Air and Sea Consignments from Delhi Customs on CIP/ CIF/ ExWorks/ FCA/ FOB basis 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 imports IIT Delhi are to the tune of Rs.80 Crore (F.Y 2019-2020) with approximately 450-500 consignments per year.

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 items. Shipments may also include over dimensional Consignments.

IITD does not guarantee any minimum number of shipments during the currency of agreement.

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, transporting & delivery of Machines, Tools, Scientific & Consumable goods, Chemicals and Equipment etc. received from foreign countries at IAAI, New Delhi/Inland Container Depot (ICD)/ Tughlakabad Depot (TKD)/Delhi, New Delhi to users' lab.

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

(a)	<p>Custom clearance of consignments from IAAI/ Inland Container Depot (ICD)/ Tughlakabad Depot (TKD)/ at New Delhi which involves the following: -</p> <ul style="list-style-type: none"> • 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. • Immediate delivery of consignment at user's laboratory site in IIT Delhi campuses after custom Clearance. • Demurrage & penalty, if any, incurred on this account will be paid by the CHFA, if the delay is on the part of 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)	<p>Actions related to Short Landing/ Non-Delivery/ Damaged Goods/ Theft:</p> <ul style="list-style-type: none"> • Collection of non-delivery certificate/short landing certificate from IAAI/ICD/TKD 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/ICD/TKD in case of damages/ shortage of the Consignment. • In case if a shipment is cleared through Green Channel, then the survey will be done at user's lab.
(c)	<p>For Ex.Works/FoB/FCA consignment:</p> <ul style="list-style-type: none"> • CHFA shall be responsible for 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 information regarding arrival of shipment is not received 3-4 days by IIT Delhi 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 CHFA. • To provide timely information (pre-alert), regarding dispatch and other relevant information to IIT Delhi. The CHFA will 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)	<p>Export of items/ equipment for repairs or replacement: Sometimes, IIT Delhi has to export the defective/ wrongly received items to the foreign supplier. For this purpose, permission of the Bank & packing will be done by IITD. Repacking, transportation, Insurance survey, customs formalities etc. are to be arranged by the CHFA</p>

TERMS & CONDITIONS

S.No	Specification
1	<p>Due date: The bids are to be submitted on-line before the due date and time.</p>
2	<p>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.</p> <p>The Technical bid and the financial bid should be submitted Online.</p>
3	<p>EMD: NIL. However, bidders are required to submit 'Bid Security Undertaking' (Annexure- I)</p>
4	<p>BID SECURITY UNDERTAKING (BSU): Failure to submit the 'Bid Security Undertaking' with technical bid will result in disqualification.</p>
5	<p>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 Bid Security Undertaking (BSU) 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 BSU 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.</p>
6	<p>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.</p>
7	<p>Bidders are requested to quote all-inclusive charges in Price Bid including charges for oversize consignments, perishable, precious and hazardous goods.</p>
8	<p>PRE-QUALIFICATION CRITERIA:</p> <p>(i) The CHFA must have been registered with Delhi Customs for at least 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 proof. Minimum two performance certificate are also required to be attached.</p>

	<ul style="list-style-type: none"> (ii) The CHFA must have IATA or FIATA and Multimodal Transport Operator (MTO) registration (iii) The bidder must not have been Black Listed from any IIT or Institution or any other organization under Ministry of Education during last 3 years. (iv) If contract was awarded to a service provider during the last 3 financial years on account of their quotation falling in the category of L1, the awarded service provided should not have withdrawn from the contract before completion of the service they were awarded. (v) The bidder must have an average turnover of Rs.20 crores for last three (3) financial years from freight forwarding services. Profit & Loss Account and Balance Sheet for last three (3) financial years duly certified by CA must be attached as proof. Turnover is waived for MSME firms. Turnover certification must be enclosed from CA. (vi) CHFA must have filed Income Tax Return (ITR) in last 3 financial years proof to be enclosed. (vii) The PAN & GST should be in the name of the organization. (viii) CHFA must have a network of forwarding agencies, spread all over the world and its details should be placed at Annexure-C. (ix) 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. Minimum 02 performance certificate to be enclosed <p>Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between bidder specification and supporting documents etc. shall lead to rejection of the bid.</p>
9	<p>For ExWorks/FoB/FCA shipment: CHFA shall be fully responsible for taking following steps before dispatch of goods from foreign countries: -</p> <ul style="list-style-type: none"> i) Finalization of Bill of Entry ii) Finalization of Custom Duty iii) If IITD provides all requisite documents for customs clearance in ADVANCE, demurrage or penalty imposed, if any, will be totally borne by the CHFA. iv) All the consignments to be delivered at the user's laboratory site within the IIT Delhi academic area, Sonipat & Jhajjar campuses. v) In case a perishable consignment is damaged due to insufficient arrangement or poor handling, during clearance & transportation up to IIT Delhi, CHFA shall be responsible and cost shall be recovered from his payment. vi) CHFA shall be responsible for ensuring proper Insurance for all items on behalf of IIT Delhi by using the Open Cover Policy of IITD. For detail terms and conditions under Ex.Works/FoB/FCA, please refer to Annexure-A
10	<p>For the CIP/CIF shipments:</p> <ul style="list-style-type: none"> i) CHFA should remain alert on CIP/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 the likely

	<p>arrival of goods, the CHFA must collect necessary documents in advance from IIT Delhi in order to clear the items from customs in time.</p> <p>ii) Delivery Order should be collected from the forwarder on same day when informed by the IIT Delhi</p> <p>iii) On receipt of requisite documents including Bank Release Order (BRO) for customs clearance from IIT Delhi, the consignment should be cleared within 24 hours, failing which, demurrage or penalty imposed on the shipment will be borne by CHFA.</p> <p>iv) All the consignments shall be delivered at the users' laboratory site within the IITD academic area, Sonipat & Jhajjar campuses.</p>
11	<p>Shipment: It is incumbent on CHFA to examine carefully all packages of each consignment with the respective Invoices and measurement /Packing list and whenever, during landing/unloading or clearance or at the time of delivery, any damages or loss of goods or discrepancies are noticed, CHFA shall inform IITD and promptly apply for survey to the concerned custom authority and airline, as the case may be, within the prescribed time limit and pursue action to obtain Survey Report and lodge the claim for obtaining compensation for the damage/losses. Whenever any Short Landing Cargo is noticed, the CHFA shall be required to file "Not found" or "Not traceable" notice with the Airport Authorities and obtain Not Traceable Certificate and lodge formal claim on Airport Authorities/ Concerned Airlines with necessary documents under intimation to Indian Institute of Technology Delhi. CHFA will arrange to appoint a Surveyor for surveying the consignment. Reimbursement of Surveyor's fee will be made as per agreed rate.</p> <p>The CHFA will arrange repacking of damaged packages, where it is required, in consultation with the representative of Indian Institute of Technology Delhi. Expenses so incurred will be reimbursed by IITD.</p> <p>The consignment should be shipped in the first available CONSOL of any airline in case of ExWorks/FoB/FCA/. The CHFA shall be held responsible for any delay on its part where it does not file the Bill of Entries with Customs or does not inform any discrepancy to IITD. The Warehousing/ penalty charges will be borne by the CHFA.</p> <p>The CHFA shall have to make good to Indian Institute of Technology Delhi any loss incurred due to negligence or failure on their part to take prompt action in finalization of Bill of Entries and clearance of consignments.</p> <p>On receipt of the consignment, the CHFA shall submit a clear & legible copy of the following: -</p> <ul style="list-style-type: none"> (i) Master Air Way Bill (MAWB), (ii) House Air Way Bill (HAWB), (iii) Cargo Arrival Notice (CAN), (iv) Commercial Invoice and (v) Packing list for Bank Release Order (BRO).
12	<p>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</p>

	<p>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 and all requisite documents for customs clearance. 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.</p>
13	<p>If any goods intended to be exported or any goods imported are withheld by the Customs or other authorities for any reason, the CHFA shall immediately take necessary action in that connection and IITD shall not be responsible for any consequential loss.</p>
14	<p>Payments: CHFA should pay all the clearing charges of the consignment including Customs Duty, Freight charges etc. Customs Duty upto Rs. 8.0 lacs shall be paid by the agent and if it more than Rs.8.0 lacs, IITD will give advance amount in excess of Rs.8.0 lacs towards customs duty. The bill for agreed Airfreight/ Sea-freight charges, clearing charges, transportation etc. and Custom Duty at actual will be cleared by IIT Delhi within 21 working days from the date of receipt of the consignment in IIT Delhi/ Sonipat/Jhajhhar campuses in good condition; or from the date of submission of the bill along-with all relevant documents, whichever is later. Goods & Service Tax (GST) & any other government taxes enforced by the Government will be paid at actuals)</p>
15	<p>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.</p>
16	<p>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.</p>
17	<p>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.</p>
18	<p>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.</p>
19	<p>Quote Validity: The rates quoted by the CHFA shall remain valid during the currency of contract.</p>
20	<p>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.</p>
21	<p>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</p>

	<p>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.</p> <p>If a Force Majeure situation arises, the CHFA shall promptly notify the Institute in writing of such conditions and the cause thereof. Unless otherwise directed by the Institute in writing, the CHFA shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>However, the CHFA 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.</p>
22	<p>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.</p>
23	<p>Transit Insurance: The CHFA shall use the Open Cover Policy of IITD for all the items from supplier's warehouse to User's Lab/ premises (for Ex-Work/ FoB/ FCA) and for the export cases.</p>
24	<p>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.</p>
25	<p>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, if any.</p>
26	<p>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 nominated by the Director IIT Delhi. The Arbitration shall be conducted as per the Arbitration and Conciliation Act, 1996, or its statutory modification, amendments or re-enactments 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</p>

	<p>shall be shared equally by the parties.</p> <p>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.</p> <p>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.</p>
27	<p>As per Ministry of Finance, Deptt. of Expenditure, Public Procurement Division Order (Public Procurement No.1) issued from file No.6/18/2019-PPD dated 23rd July, 2020 regarding Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017, it is directed that any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority i.e. the Deptt. for Promotion of Industry and Internal Trade (DPIIT). <i>The said order will not apply to bidders from those countries (even sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (updated lists of the countries are given in the Ministry of External Affairs)</i></p> <p>“Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participated in a procurement process.</p> <p>“Bidders from a country which shares a land border with India” for the purpose of this Order means:</p> <ul style="list-style-type: none"> i. An entity incorporated, established or registered in such a country; or ii. A subsidiary of an entity incorporated, established or registered in such a country; or iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or iv. An entity whose beneficial owner is situated in such a country; or v. An Indian (or other) agent of such an entity; or vi. A natural person who is the citizen of such a country; or vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above <p>The beneficial owner for the purpose of above will be as under: -</p> <ol style="list-style-type: none"> 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercise control through other means. <p>Explanation-</p>

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of share or capital or profit of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management of policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

An agent is a person employed to do any act for another, or to represent another in dealings with the third person.

For Works contracts, including Turnkey contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

A certificate shall be submitted by bidders in the tender documents regarding their compliance with the said order. If the certificate submitted by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law. Annexure VI (For Goods/ Services contracts)/ *Annexure VII (For Works contracts, including Turnkey contracts)*

28. FINANCIAL EVALUATION:

BoQ1: (For calculation of L1)

Table 1- Percentage of Discount on IATA rates including Local Charges for ExWorks, FOB and FCA shipments

Table 2- Clearance, Transport & Labour Charges upto user's lab (Delhi Campus)

BoQ2:

Surveyor: Surveyor's Fee (Not for calculation of L1)

Clearance, Transport & Labour Charges upto user's lab at Sonipat and Jhajjar Campuses will be at 1.25% of rates quoted for IIT Delhi campus

- Consignments will have to be delivered, as far as possible, during OFFICE HOURS (9:30 AM to 5.30 PM, Monday to Friday)
- Urgent consignments etc. (as intimated by IITD) will have to be delivered even beyond office hours and on holidays, etc. to ensure their ACTIVITY/SAFETY. All items should be handled following proper safety precautions.
- Manpower for loading/unloading will have to be arranged by CHFA. Equipment/items may be required to be moved at specified lab/locations/site. Handling of heavy items may require a larger labour force. Safety of the equipment and the persons involved in doing so will be CHFA's responsibility. CHFA has to arrange location survey in advance.
- For Export, rates quoted for Air Freight Charges will be considered.

CALCULATION OF L1

THE L1 SHALL BE DETERMINED BY CONSIDERING THE TOTAL OF CHARGES IN TABLE 1 and 2

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

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

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. 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 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.
3. 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 (imports@admin.iitd.ac.in) in advance.
4. 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.
5. 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/ / Seaport in India on agreed charges only.

[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 are placed at **Annexure-F**. 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. 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 and seaport. 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 other certificates mentioned in 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 average annual turnover is rupees twenty crores or above 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.

Signature of Bidder

Name : _____

Designation : _____

Organization Name : _____

[Letter-head of CHFA]
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. : _____

**[Letter head of CHFA]
COMPLIANCE SHEET**

Sl. No.	Requisite Information	Compliance Y/N
1	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). 02 performance certificate have also been enclosed	
2	We certify that our organization has not been Black Listed from any IIT or Institution or any organization under Ministry of Education during the last 3 financial years	
3	After contract was awarded to us during the last 3 financial years on account of our quotation falling in the category of L1, we have NOT withdrawn from the contract before completion of the service awarded	
4	Our organization have valid consolidation and Customs House Agent license	
5	Our organization have a valid IATA or FIATA registration	
6	Our organization have a valid Multimodal Transportation Operation (MTO) registration	
7	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.	
8	We have the PAN card and GST certificate in the name the organization (copy attached).	
9	We have a forwarding agency network spread all over the world and its details are placed at Annexure-C .	
10	We have filed Income Tax Return (ITR) in the last 3 Financial years	

We have also enclosed all relevant documents in support of my claims, (as above) in the following pages if any of above information provided by us is found incomplete or incorrect, our bid may be straightway rejected.

Signature of Bidder

Name : _____

Designation : _____

Organization Name : _____

Contact No. : _____

**[Letter head of CHFA]
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. : _____

Annexure-F

[Letter head of CHFA]
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. : _____

[Letter head of CHFA]

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.	

Signature of Bidder**Name :** _____**Designation :** _____**Organization Name :** _____**Contact No. :** _____

ANNEXURE -H

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 _____ 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 SECURITY UNDERTAKING

(To be issued by the bidder on company's letterhead in lieu of EMD)

To,

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

We, M/s _____(Name of the Firm), with
ref. to Tender No. _____ dated _____ hereby undertake that:

1. We accept all terms and conditions of the tender document.
2. We accept that, we will not modify our bid during the bid validity period and will honour the contract after the award of contract.
3. In the event of any modification to our bid by us or failure on our part to honour the contract after final award, our firm may be debarred/blacklisted from participation in any tender/ contract notified by IIT Delhi for a period of three years.

Yours faithfully,

(signature)

Name: _____

Date: _____

Office Seal: _____

<On Organization Letter Head>

(ANNEXURE-K)
(For Goods/ Services Contracts)

No. _____

Dated: _____

CERTIFICATE

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that this bidder is not from such a country.

OR (whichever is applicable)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that this bidder is from _____ *(Name of Country)* and has been registered with the Competent Authority. I also certify that this bidder fulfills all the requirements in this regard and is eligible to be considered.

(Copy/ evidence of valid registration by the Competent Authority is to be attached)

Signature of Bidder/ Agent

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____

Annexure L: IATA/FIATA & MTO REGISTRATION CERTIFICATE

Annexure M: AWARD LETTERS

Annexure N: TURN OVER CERTIFICATE, ITR, PAN & GST CERTIFICATE

Annexure O: ESI & PROVIDENT FUND REGISTRATION CERTIFICATE

BID SUBMISSION

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

A. TECHNICAL BID			
<i>(No other documents other than the ones mentioned below are to be uploaded)</i>			
Sl. No.	Documents	Content	File Types
1.	Technical Bid	Organization Declaration Sheet as per (Annexure - B)	.PDF
2.		Details of Forwarder (Annexure-C)	.PDF
3.		Compliance Sheet as per (Annexure - D)	.PDF
4.		List of Govt. organizations (Annexure-E)	.PDF
5.		Category of organizations where the agency is currently enlisted (Annexure -F)	.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
9.		Bid Security Undertaking (Annexure-J)	.PDF
10.		(For Goods/ Services Contracts) Certificate - Bidder Not from/ from Country sharing Land border with India & Registration of Bidder with Competent Authority (Annexure-K)	
11.		IATA/FIATA & MTO Registration Certificate (Annexure-L)	.PDF
12.		Award Letters and performance certificate (Annexure-M)	
13.		TURN OVER CERTIFICATE, ITR, PAN & GST CERTIFICATE, ITRs for last 3 FY (Annexure-N)	.PDF
14.		ESI & Provident Fund Registration Certificate (Annexure-O)	.PDF
B. FINANCIAL BID			
Sl. No.	Documents	Content	File Types
1.	Financial Bid	Financial bid should be submitted in BoQ format. BoQ1: (For calculation of L1) Table 1- Percentage of discount on AITA rates for- - FOB (Freight: Origin Airport/Port to Delhi Airport/Port) - FCA (Origin Airport/Port Charges, Freight from Origin Airport/Port to Delhi Airport/Port) - ExWorks (Supplier warehouse to Delhi Airport/Port) Table 2- Clearance, Transport & Labour upto User's Lab (Delhi Campus) BoQ2: Surveyor's Fee (Not for calculation of L1)	BoQ

- **THE L1 SHALL BE DETERMINED BY CONSIDERING THE TOTAL OF CHARGES IN TABLE 1 and 2**
- **60% total weightage will be given to Table 1 (40% for FoB & 10% each for FCA and Ex-Works)**
- **40% total weightage will be given to Table 2 (10% for 46 kg to 100 kg & 6% for 5 other weight slabs)**

CRITERIA FOR CALCULATION OF L1:

L1 shall be decided by considering 60% weightage to the IATA rate discount quoted in **Table 1** i.e. FoB (40%) + FCA (10%) + Ex-Works (10%) AND 40% weightage to the rates quoted for Customs Clearance, local transport and Labour Charges etc at the destination airport/ port as given in **Table 2** i.e. 10% to 46 kg to 100 kg and 6% each to 5 other weight slabs.

Example: -

If the quotes submitted by a bidder are as follow:

Table-1:

Incoterms	% of Discount Offered on IATA Rate	IATA Fare; % cost to IITD	Weightage: Total 60%
FoB	75	25	40%
FCA	65	35	10%
Ex-Works	60	40	10%

Table 2:

Weight Slabs	Rs.	Weightage Total 40%
Upto 45 kg	200	6%
46 kg to 100 kg	400	10%
101 kg to 300 kg	700	6%
301 kg to 500 kg	800	6%
501 kg to 1000 kg	900	6%
Above 1000kg	1500	6%

The total for L1 calculation will be as shown below:

Table-1:

FoB $= (100-75) \times 25 \times 0.4 = 10$
 FCA $= (100-65) \times 35 \times 0.1 = 3.5$
 Ex-Works $= (100-60) \times 40 \times 0.1 = 4.0$

Total in Table 1 = **17.50**

Table-2:

Upto 45 kg $= 200 \times 0.06 = 12$
 46 kg to 100 kg $= 400 \times 0.1 = 40$
 101 kg to 300 kg $= 700 \times 0.06 = 42$
 301 kg to 500 kg $= 800 \times 0.06 = 48$
 501 kg to 1000 kg $= 900 \times 0.06 = 54$
 Above 1000kg $= 1500 \times 0.06 = 90$

Total in Table 2 = **286**

Grand Total for L1 = 17.50 + 286 = 303.50

Note:

1. **All calculations shall be considered upto second decimal place**
2. **No other charges (Except GST and other Government levied taxes) shall be paid.**
3. **In the event that the calculation of L1 in BoQ1 is not computed by the portal, the same shall be manually calculated and the same shall form the basis for determination of L1.**

