

# INDIAN INSTITUTE OF TECHNOLOGY KANPUR

## TENDER - NOTICE

<b>Tender No.:</b>	IITK/SPO/2017-18/01
<b>Date :</b>	3 <sup>rd</sup> October, 2017
<b>Tender Type:</b>	Sealed tenders are invited on behalf of the Director, IIT Kanpur from the reputed Firms / Parties, in TWO BID FORMAT - (Part One: TECHNICAL BID) and (Part Two: FINANCIAL BID) for appointment of agent for consolidation of consignments of imports / exports, shipments from all over the world through Air, Sea, Cargo, Foreign Post Office, Courier and Custom Clearance and transportation upto IIT Kanpur.
<b>Last date &amp; time of submission of Tender:</b>	23 <sup>rd</sup> October, 2017 upto 12:30 PM <b>Extended upto 3:00 PM on 30<sup>th</sup> October 2017</b>
<b>Place of submission:</b>	Central Stores & Purchase Section IIT Kanpur – 208016
<b>Opening date and time of Tender (Technical Bid) :</b>	<b>30<sup>th</sup> October, 2017 at 4:00 PM</b>
<b>Place of opening of tender:</b>	Central Stores & Purchase Section IIT Kanpur – 208016
<b>Tender Fees:</b>	Rs.1050/- (including Goods and Services Tax) payable through DD in favour of The Director, IIT Kanpur.
<b>Earnest Money Deposit:</b>	Earnest Money Deposit (EMD) of Rs.1,00,000 (One Lac only) in the form of Demand Draft (DD) from any nationalized/scheduled bank along with the bid in favour of The Director, IIT Kanpur.
<b>Any Clarification:</b>	Name : Joint Registrar Dept. : Central Stores & Purchase Section E-mail : <a href="mailto:import@iitk.ac.in">import@iitk.ac.in</a> Contact No. : 0512-2597216 ; 2597384, 2596822

**INDIAN INSTITUTE OF TECHNOLOGY, KANPUR**  
**G.T. ROAD, KALYANPUR, KANPUR – 208016 (UP)**

**TENDER DOCUMENT**

Tender No. IITK/SPO/ 2017-18/01

Dated: 03.10.2017

**SUB : TENDER FOR APPOINTMENT OF AGENT FOR CONSOLIDATION OF CONSIGNMENTS OF IMPORTS / EXPORTS, SHIPMENTS FROM ALL OVER THE WORLD THROUGH AIR, SEA, CARGO, COURIER, FOREIGN POST OFFICE AND CUSTOM CLEARANCE AND TRANSPORTATION UPTO IIT KANPUR :**

Indian Institute of Technology Kanpur hereinafter referred to as IITK or the Institute, one of the premier Educational Institute of National Importance, invites sealed tenders on behalf of the Director, under Two Bid System for appointment of agent for consolidation of consignments of imports / exports, shipments from all over the world through Air, Sea, Cargo, Courier, Foreign Post office and Custom Clearance and transportation upto IIT Kanpur, for a period of Two years or more period in terms of the stipulation provided in the relevant clause of the bid document subject to cost/rates basis for the import/export of consignments, to and from all over the world by air-freight, air post parcel, courier and sea shipment under consolidation from the parties dealing in Custom Clearance, Import and Export handling and International freight forwarding under consolidation. The INCOTERMS should be Ex-works/FOB/FCA/CIF/C&F etc. POSSESSION OF CUSTOM HOUSE AGENT (CHA) LICENCE AND CONSOLIDATION LICENCE IN THEIR OWN NAME IS A COMPULSORY QUALIFICATION FOR THE APPLICANTS.

1. Bid Document may be obtained by downloading the same from IIT Kanpur website i.e. <http://www.iitk.ac.in/new/tenders-notice> or from the office of Joint Registrar (Stores & Purchase), IIT Kanpur on payment of Rs.1050/- (including Goods and Services Tax) payable through DD drawn in favour of The Director IIT Kanpur, payable at Kanpur.

Interested parties may submit their bids in TWO PARTS duly sealed and addressed to The Joint Registrar (Stores & Purchase), IIT Kanpur on or before by 30.10.2017 at 3:00 P.M. The bids will be opened on the same date i.e., 30.10.2017 at 04:00 P.M. in the Central Stores Office, IIT Kanpur, in the presence of the representative of the firms, if any, who should be in possession of authorization letter from their firm.

For any amendments or corrigendum, the prospective bidders should keep watching the Institute website only wherein, all the information in this regard will be notify.

## Part - I

### Scope of Work, Guidelines and Instructions

#### SCOPE OF WORK

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1. The scope of the Consolidation-cum-clearance contract shall include the Following jobs;

**A. CUSTOMS CLEARANCE OF IMPORTED CONSIGNMENTS FROM AIRPORT AUTHORITY OF INDIA (AAI) / INLAND CONTAINER DEPOT (ICD) / FOREIGN POST & COURIER, NEW DELHI/LUCKNOW AND ANY OTHER INDIAN AIRPORT/SEA PORT**

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- i. The clearance of precious and delicate type of equipments, instruments and other special type of materials, including perishable chemicals, live animals etc.
- ii. Receipt of documents relating to custom from IIT Kanpur and ensuring the following;
  - a. Custom clearance of the consignment including all the stages of customs clearance.
  - b. Obtaining non-delivery certificate/short landing certificate/damage certificate in the case of materials being short delivered by Airport Authority of India (AAI), or airlines and lodging of claims with them immediately on behalf of IIT Kanpur.
  - c. Arranging insurance survey at airport/AAI in case of damages to the consignment and obtaining the damage certificate.
  - d. Immediate Dispatch / delivery of consignment to IIT Kanpur after custom clearance.
  - e. To identify the consignments of negative/banned listed & 100% Custom Duty Free items from day to day purchase orders issued by the Institute and advice the Institute accordingly.
- iii. Any other job in connection with the clearance of goods from Customs.
- iv. Clearance and intimation of Post Parcels from Customs/Foreign Post office, New Delhi & delivery to IIT Kanpur.
- v. Clearance of consignments from Inland Container Depot (ICD) Delhi/Patparganj and dispatch to Central Stores and distribution to individual indenter, IIT Kanpur.
- vi. Clearance of sea shipment from any port of the India and delivery of consignment at IIT Kanpur after custom clearance.
- vii. Follow-up of cases of recovery of any excess duty paid to customs.
- viii. To provide the damage certificate to the Institute for insurance claim, in case of damaged consignment.
- ix. Clearance of consignment arrived through courier/cargo mode.

**B. CONSOLIDATION OF THE CONSIGNMENTS BEING IMPORTED FROM ACROSS THE WORLD:**

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- i. To ensure complete monitoring and supervision of the movement of items/documents from the date of order/letter of credit and regular feedback to IIT Kanpur on the progress of order. In case the Pre-Alert/Advance Shipping Document is not received before landing of the consignment, the delay in clearance will be on the part of Agent and the respective amount of demurrage shall be recovered from the bill. IIT Kanpur shall not be liable to pay any amount on account of demurrage/penalty charges, if intimation & documents received in advance by the Agent/contractor.
- ii. To provide timely information (pre-alert) regarding dispatches and other relevant information to IIT Kanpur.
- iii. To facilitate specialized packing for all kinds of materials as per the International Air Traffic Association (IATA) specifications and international packing standards.
- iv. Clearance & transportation of special projects materials voluminous and heavy packages, dangerous and hazardous materials including Radioactive Materials, Live Animals on priority basis.
- v. To communicate promptly through telephone, tele-fax and e-mail etc., to ensure quick clearance.
- vi. Any other services needed regarding consolidation from time to time.
- vii. If, any nearby International Airport agent's associates happen to be not available, consolidation agent will be responsible for making arrangements for smooth shipment (for EX- WORK/FOB/FCA) from any country to Indian Airport/Seaport, and for that, agent shall not be entitled to claim any extra charges.

**C. EXPORTS TO VARIOUS COUNTRIES: -**

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- i. Export of certain items for repairs and re-import them after their repairs.
- ii. Export of equipments for replacement, completion of their paper work and re-import them subsequently.
- iii. All procedural formalities with customs will be required to be done by the agent. The Agent shall take care of the paper work of the export documents for repair or replacement materials on priority basis.

However, there would be no guarantee ever of any definite volume of work which could be entrusted to the successful bidder.

## ELIGIBILITY CRITERIA FOR BIDDING

2. The bidding agents should have valid consolidation & Custom House Agent (CHA) License in their own name (single name). Firms not having these qualifications need not apply.
3. The CHA should have Certificate of Incorporation/Registration Certificate of the firm for a period of minimum 10 years under the respective Laws from the competent authorities appointed under in the relevant Acts.
4. The bidder should be registered with the Income Tax Department and have its Permanent Account Number.
5. The bidder should have minimum turnover of not less than 5 crores per annum (details to be enclosed) in the business of freight forwarding. Balance sheet of previous three financial years (i.e.2014-15, 2015-16 & 2016-17) duly audited or certified by the Chartered Accountant be enclosed along with a statement showing three years' turnover separately. Turnover should be given in the following format duly certified by the Chartered Accountant : -

<b>Financial Year</b>	<b>Turnover Exclusive of Custom Duty</b>	<b>Custom Duty (Rs.)</b>	<b>Total Turnover (Rs.)</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D = B + C</b>
2014-15			
2015-16			
2016-17			

6. The Bidder should have successfully executed minimum 200 shipments or more each year during the last three financial years (i.e. 2014-15, 2015-16 & 2016-17) with any Govt. Departments/Public Sector Undertakings/ CSIR Labs / ICAR / ICMR / DRDO / Educational Institutes/ Central Universities / IITs/ Centrally funded Technical Institutes (CFTIs), and
  - i. *In support of the aforesaid criteria, the Bidders have to enclose satisfactory performance certificates from their clients providing year wise number of shipments executed in 2014-15, 2015-16 & 2016-17. The certificate must bear the name, telephone nos. and e-mail ID of the issuing authority to whom the Institute may contact for information. Or*
  - ii. *The Bidder may submit a self-declaration on its letter head describing Name of the client, Contact person, designation, its telephone nos., e-mail ID and details of year wise shipments executed in 2014-15, 2015-16 & 2016-17 failing which, the bids will be summarily rejected.*
7. The Firm should be a member of IATA or FIATA and copy of membership should be enclosed.
8. The Firm should be an ISO certified company.
9. The Firm should have a valid Goods and Services Tax (GST) Registration Certificate/number.
10. The firm/company should not have been banned or suspended or Blacklisted or put on any holiday nor should presently be facing any service related dispute due to any reasons including adopting corrupt and fraudulent practices by them.
11. The Bidder must have its code numbers from the EPF and ESI departments.

## **EARNEST MONEY DEPOSIT (EMD)**

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12. The bid must be submitted along with the payment of Rs.1,00,000/- (Rupees One Lac only) towards the Earnest Money Deposit (EMD) through bank draft from any scheduled bank payable at Kanpur in favour of the Director, IIT Kanpur. Any bid not accompanied with the same shall be summarily rejected.
13. The Earnest Money Deposit of unsuccessful firms shall be refunded without interest 60 days after finalization/award of the contract, subject to written request having been made by the firm in this behalf.
14. The EMD shall be liable for forfeiture in case of withdrawal of Bid by any party in breach of the term and conditions of the Bid document.
15. The Earnest Money Deposited (EMD) will be forfeited if the bidder withdraws or amends, impairs and derogates from the tender in any respect within the period of validity of tender or fails to furnish the Performance Bank Guarantee.
16. The successful firm in whose favour, letter of acceptance has been issued by the Institute, shall be bound to sign an agreement in this behalf within 15 days of the receipt of the acceptance letter failing which, the Earnest Money Deposit of the bidder concerned shall be forfeited without making any communication in this regard.
17. The EMD of the successful firm may be retained towards the security money in terms of the stipulation provided in the terms and conditions of the contract. However, if the successful bidder does not furnish the security deposit and Fidelity Guarantee Bond within the stipulated period, its EMD shall be liable to be absolutely forfeited and the letter of acceptance issued shall be deemed to be withdrawn and non-existent.

## **DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID**

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18. The bidders must submit the following documents etc. along with their bids;
  - a) Bank draft of Rs.1050/- drawn in favor of the Director, IIT Kanpur towards the cost of Bid Document, if the same has been downloaded from the Institute website. This bank draft should be submitted in an open unsealed envelope.
  - b) Copy of consolidation registration of Firm and Customs House Agent certificate (CHA).
  - a) Copy of Certificate of Incorporation/Registration Certificate of the firm.
  - b) Copy of Permanent Account Number with Income Tax Department
  - c) Certificate from the clients and/or self-declaration as per point (i&ii) of para 6 failing which, the bid will be summarily rejected.
  - d) Copies of bill of entry (10 Nos.) assessed @ 5.15% except nil duty clearance.
  - e) Copy of IATA/FIATA membership certificate.
  - f) Copy of ISO certificate.
  - g) Copy of Goods and Services Tax (GST) Registration certificate/ number.

- h) Copy of the prevailing IATA rates.
- i) The list of the customers (with their full address) where similar nature of services have been rendered during the last three years i.e.2014-15, 2015-16, 2016-17.
- j) Undertaking by the Bidder in 'Annexure-B' to be furnished without any addition, alteration, cutting, or remark.
- k) List of console associated in foreign countries with complete address, telephone number, fax no., e-mail address and contact persons.
- l) Please enclose a terms & conditions compliance statement on a separate sheet showing acceptance with the terms desired by the IITK.
- m) Please enclose an undertaking to the effect that the company/firm has not been blacklisted or suspended or put on any holiday or does not have any service related dispute with/by any institutional agency, Government department or Public Sector Undertaking at present.
- n) Copy of EPF and ESI registration certificate.
- o) Undertaking on the bidding firm's letter head to the effect that the rates quoted in the bid are not more or higher than those specified in the latest IATA TACT book.
- p) An undertaking to the effect that no consignment of IITK will be detained / withheld by them under any circumstances, whatsoever, before or after the clearance.
- q) Authority/Resolution in favour of the person signing the bid on behalf of the firm.
- r) Format of Special Qualification "Group - C"
- s) Any other document in support of claims made by the bidder if deemed relevant.

19. The photocopies of all above documents should be legible and duly attested.

#### **AMENDMENT IN BID DOCUMENT AND OTHER INFORMATION**

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- 20. Any changes and amendments to the bidding schedule and other matters shall be notified on the Institute website well in advance and the same shall be binding. However, to allow the bidders a reasonable time for taking into account the amendments in preparing the bids, the Institute may at its discretion suitably extend the deadline for submission of the bids.
- 21. As such, all the prospective bidders should keep constant watch of any such information on the Institute website and update themselves in this regard. Accordingly, no query or objections to the effect that they had no information of such changes, shall be entertained nor would the Institute be liable in any manner, in this regard.
- 22. The prospective bidders may place their queries, if any, regarding the bid document and other issues by notifying the Joint Registrar, Stores & Purchase Section in writing or by fax/email at his mailing address, seven

days before the last date of submission of bids. However, the queries and clarifications shall simultaneously be notified on the Institute website for information of all the prospective bidders.

### **OTHER INSTRUCTIONS/CONDITIONS**

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23. **Airfreight charges:** The freight forwarder will charge the freight cost on the basis of IATA rates which are fixed by the International Air Traffic Association (IATA). The parties must offer one and single discount on these rates which should be “**in percentage (%) only**” for all countries.
24. The agency, in the schedule of rates (Group-A) should offer a single standard/flat discount on IATA rates which should be ‘**in percentage**’ only, applicable for all countries and all weight slabs. The offers of the parties will be evaluated on the basis of the percentage of discount and not on individual rates for weight slabs. Offers / bids with discounts subject to any conditions imposed by the bidder or in any other format will be rejected.
25. Under no circumstances should the IATA rates be more than those specified in the latest IATA TACT book. The firm should furnish an undertaking to this effect on its letter-head.
26. The Clearance Charges rates must be quoted in the prescribed format only. The delivery order (DO) charges on consignment coming under own console shall not be paid. DO charges for other consolidation will be paid as per actual. No other clearance charges will be paid extra in any consignment.
27. Amount quoted in the quotation must be mentioned in both in figure and words. If any discrepancies are found in the amount of figure and words, then the amount mentioned on the lower side in either, shall be deemed to be the finally quoted rates for the purposes of bidding and shall be considered in evaluation accordingly. And this will be a binding stipulation for all bids submitted.
28. The bid shall remain valid for a period of one hundred eighty days (180) days from the date of opening of the tender and the bidders shall under no circumstances, whatsoever, be permitted to withdraw the same before the above stipulated time period. Any withdrawal of the bid before the said time shall render the EMD liable for forfeiture.
29. No deviation is acceptable after opening of quotation.
30. The firm offering Abnormally High Discount or Abnormally Low Discount on IATA rates, will not be considered.
31. Cuttings or overwriting in the bid should be avoided. However, if any cutting or overwriting is caused due to some unavoidable reason, the same must be attested without fail.
32. The bids must be submitted in computer print outs duly numbered pages only. The bidders name must appear on each page of the bid document.
33. Incomplete tender or tender submitted in any format other than the floated bid document will not be considered under any circumstances.
34. The bidder to whom intimation of acceptance of its bid has been



communicated by the Institute, shall be bound to execute a contract agreement with the Institute within 15 days from the award of contract failing which, it will be deemed that the bidder is not interested to work with the Institute and in consequence, the acceptance of its bid shall stand cancelled and would be deemed non-existent.

35. For signing the contract agreement, the successful bidder shall have to furnish a stamp paper from Kanpur of Rs.100/- only in its own name and cost.
36. In case of space for providing the information under any column/clause is found to be insufficient, then the same should be furnished in separate sheet.
37. Each and every page of the bid including the attachments must be signed by the bidder or its competent authorized person under seal.

### **SUBMISSION AND OPENING OF BIDS**

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38. The bids should be submitted in two parts i.e. a) The **Technical Bid** and b) the **Financial Bid**. The technical bid must be furnished along with the documents as are detailed in clause 18 (a to s) in a sealed envelope duly superscripted "**Technical Bid for the services of Forwarders/Clearing Agents in IIT Kanpur**". The financial bid should be kept in another sealed envelope duly superscripted "**Financial Bid for the services of Forwarders/Clearing Agents in IIT Kanpur.**" The bid containing both the Technical & the Financial Bid should be kept in a separate larger sealed cover, addressed to The Joint Registrar, Stores & Purchase Section, IIT Kanpur, G T Road, Kalyanpur Kanpur (UP) 208016 and duly superscripted "**Technical and Financial Bid for the services of Forwarders/Clearing Agents in IIT Kanpur.**"
39. The **Financial bid** shall be submitted in Annexure-A i.e. Formats "Group A", "Group B", and "Group D".
40. The bids would be received latest by 30.10.2017 upto 3:00 PM either by dropping in the tender box, which is kept at the Central Stores, IIT Kanpur in the office of The Joint Registrar (Stores & Purchase), Central Stores, IIT Kanpur, G T Road, Kalyanpur Kanpur (UP) 208016 or by any other mode.
41. Any bids received after the stipulated date and time shall be summarily rejected and no explanation to the effect that the delay has been caused due to postal lapsed etc. shall be entertained.
42. The bids shall be opened on the same day i.e. 30.10.2017 at 04.00 p.m. in the office of Joint Registrar, (Stores & Purchase), Central Stores, IIT Kanpur before the authorized committee members of the Institute in the presence of the bidders/authorized representatives of bidders, if any.
43. Initially, the technical bids will be opened first and would be evaluated as per the laid down methodology. Thereafter, the financial bids of only those firms will be opened, who have qualified in the evaluation of their technical bids.

## **CRITERIA FOR EVALUATION OF BIDS**

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44. The technical bids of all bidders shall be evaluated on the basis of eligibility criteria and special qualifications submitted in Format "Group C".
45. The financial offer of the parties will be evaluated on the basis of the percentage of discount and not on individual rates and whose bid is found to be overall lowest in their consolidation, clearance charges and transportation charges of air- freighted consignments, subject to fulfillment of other conditions of the tender meaning thereby that the bid with highest total score in Group-A, B, C & D as per the methodology provided in Annexure "A" shall be awarded the contract.

## **DISCRETION OF THE INSTITUTE**

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46. The Director, IIT Kanpur, reserves the right to accept or reject partly or wholly any tender without assigning any reasons, whatsoever and the decision of the Director shall not be subject to any challenge in any manner nor would the bidders be entitled for any claim in this regard.
47. If two or more bidders score the same marks in evaluation, the Director, IIT Kanpur shall be at liberty to award the contract to any one bidder or to all lowest bidders keeping in view their infrastructure, past performance and also to distribute the work amongst them at its sole discretion.
48. IITK reserves the right :
- a. Of appointing a panel of agents for consolidation and customs clearance work by matching rates to L1. As such, all the agents who are duly empaneled, shall be bound to abide by all the terms and condition of tender document including going for signing the contract agreement as well in this behalf.
  - b. Of appointing another clearing agent if the bidder whose bid is finally successful and has accordingly been awarded the contract, is unable to render the services in terms of the Contract or is overworked in emergencies and if the IITK is satisfied that the Agent is not in a position to render specific services during certain period.
  - c. To retain full discretion to allocate work among the Clearing Agents in case of (a) and/or (b) above and in such eventuality, the agent will not be entitled to make any representation on this account.
  - d. Institute reserves the right to appoint any other clearing agent during contract period for smooth work.

Date:  
Place:

Signatures:  
Name in Full:  
Designation:  
Name of the Firm:  
Official Seal:

## **Part - II**

### **TERMS & CONDITIONS AND CONTRACTUAL OBLIGATIONS**

#### **General**

1. Guidelines and the instructions i.e. Part-I of the bid document and the intimation sent by the institute to the bidder whose bid has finally been successful, shall form invariable parts of the contract.
2. Income tax, as applicable, will be deducted at source from the bills of the agent.

#### **Duration of the Contract**

3. The contract shall initially be for the period of ONE year out of which the first six months shall be on probation and after successful rendering of the services; the contract shall automatically be deemed extended for the remaining period. However, for this purpose, the Institute shall issue an official letter. The contract would be further extendable for two or more terms of six months each, subject to satisfactory performance.
4. The performance of the agents will be constantly reviewed during the contract period by the committee constituted for the purpose.

#### **Shipments and Airfreight of Import and Export Consignments**

5. Import can be from any country of the world. As such, the IATA rates and discounts shall be applicable there also.
6. Likewise, in the matter of exports, the IATA rates only shall be applicable as may be prevalent at the time.
7. On receipt of consignment, the firm shall have to submit a clear copy of Master Air Way Bill (MAWB), House Air Way Bill (HAWB), Cargo Arrival Notice (CAN), Commercial Invoice & packing list for Bank Release Order (BRO).
8. The bidder must have its own arrangements of warehousing, insurance, pick-up and delivery by road within the country and also in the exporting country. Details of these facilities in India should be given for proper evaluation. The agent will be responsible to deliver the goods to the respective indenter of the materials in the Institute.
9. All other statutory charges will be paid as per actual, after submitting original documents.

10. The consignments must be shipped in the first available console of any airline.
11. The agent shall be responsible for the safety of the cargo in all circumstances, besides handling complete and proper papers whether it may be for Import or Export of consignment. In the event of non-availability of invoice or other relevant papers, if the consignments incur any demurrage or penalty, the agent shall be solely responsible for the same.
12. Pre-shipment advice/alert must be intimated well in advance (48 hours prior to shipment). A weekly statement showing consignment shipped during last week and the proposed shipment during the next week through fax / e- mail shall have to be invariably submitted. The Agent would also give the detailed prior information of the materials to be shifted from Delhi to IIT Kanpur by fax/e-mail so that Inspection Report could be prepared and unloading arrangement should be made in advance, if any. The IITK shall not bear/pay any demurrage charges on account of any delay in clearance attributable to clearing agent or their freight forwarder.
13. The agent shall have to pay all the clearing charges of the consignment including customs duty up to **Rupees Five Lac per consignment** (shipment). Airfreight/Sea-freight charges and clearing charges etc. will be paid to the Agent after original receipt of the consignment at IIT Kanpur Central Stores as also the receipt of pre receipted bill in duplicate addressed to The Joint Registrar (Stores & Purchase) IIT Kanpur, along with the relevant documents as proof for which payment has to be charged by the firm. All the receipts should be provided in original including HAWB. The bill should be submitted within 15 days from the release of materials from custom. The Institute will not be responsible to pay the clearance/custom charges, if agent fails to submit the bill within stipulated time.
14. The Institute shall not be liable for payment of airfreight, customs duty, clearing charges and transportation charges, if the consignment is found in externally damaged condition/ short delivery. However, the payment will be released after the amount has been recouped in such cases from the insurance company concerned. It will be the responsibility of the agent to provide the damage certificate/short delivery certificate to the Institute, in case of damage/short delivery of the consignment.
15. The consignment after clearance from airport/seaport should be delivered to the Institute's warehouse at Kanpur i.e. the Central Stores within seven working days. In case of any urgent and/or perishable items, it should be delivered directly within minimum required period with proper arrangements. The perishable consignments should be cleared immediately on landing and clearance process for such consignments should begin well in advance. In case, a perishable consignment is damaged due to insufficient arrangement or Dry Ice during clearance & transportation upto IIT Kanpur, the agent shall be held solely responsible for the complete loss in this regard.
16. Any kind of loss or damage to the consignment from foreign airport to the Institute's Central Stores at Kanpur and of its recoupment will be firm's/agency's responsibility. However, necessary documents on this account (to be prepared by the agent) will be signed by the Institute in the capacity of consignee/importer.
17. If any damages/pilferage/theft/shortage occurs during the transportation or

loading and unloading under the custody of the agent/freight forwarder after taking delivery from the AAI, the agent shall be entirely responsible for the total losses and the same will be recovered from the agent. This will be as per the IATA rules. In the event of damages/shortage/pilferage to the consignment, open delivery may be taken by the Institute subject to the condition that the same is detected in course of customs clearance. However, in such case, this fact must be got recorded on the Bill of entry and a copy of which will be provided by the agent to the Institute.

18. Unloading and distribution of consignment at IIT Kanpur will be the agents' responsibility. The unloading shall be made in the presence and supervision of the staff (Central Stores).
19. The agent shall be liable to engage Insurance approved transporters only i.e. the transporters who have the documentations as per the approved norms of the insurance company.
20. If, any nearby International Airport agent's associates happen to be not available, consolidation agent will be responsible for making arrangements for smooth shipment (for EX- WORK/FOB/FCA) from any country to Indian Airport/Seaport, and for that, agent shall not be entitled to claim any extra charges.

#### **Entitlement of Air Freight Charges:**

21. The agent shall charge the freight charges on the basis of IATA rates which are fixed by IATA. The IATA rates from respective country of import should be considered as the reference while offering discount on Forwarding / Consolidation rates.
22. Under no circumstances should these rates be more than those specified in the latest IATA TACT book. The firm shall have to furnish an undertaking to this effect on its letter-head.
23. However, it is made clear that the airfreight by the agent shall be charged on the basis of either the "**Gross weight**" or otherwise "**Volume Weight**" of the consignment, whichever is higher. As such, the weight for the purpose of Airfreight will be deemed to be the "**chargeable weight**" of the consignment.
24. It shall be the responsibility of the agent to mention proper dimensions in the Air Way Bill in terms of the cms/Inches/odd dimension etc. in import as well as in the export documents.
25. The consignment should be shipped in the first available console of any airline.
26. For the purposes of calculation of air freight charges and sea freight charges, the SBI, TT selling rate or Customs/RBI exchange rate (Import) of foreign currency as prevailing on the date of arrival in India, shall be applicable.
27. **Ex-works shipments:** In case, the foreign supplier has agreed to supply the goods on Ex-works basis, the consignment shall be lifted by the agent from the foreign suppliers and forwarded/delivered to IIT Kanpur (U.P.) via New Delhi. The inland handling/ forwarding charges shall be paid by IIT Kanpur on actual basis.
28. Bank Release Order (for consignments against irrevocable letter of credit) will be delivered after its receipt from the bank. Custom clearance should be

initiated without waiting for bank release order which generally takes time.

29. Even in cases of any dispute, the consignment shall be cleared by the agent and handed over to IIT Kanpur, pending the settlement thereof.
30. The efficiency of custom agency will be judged by the Institute on following aspects:
  - a. Eliminating payment of demurrage/penalty charges.
  - b. Coordinating with customs/carrier and obtaining cargo arrival notice within 24 hrs of landing at New Delhi airport and forwarding the same to IIT Kanpur.
  - c. Number of consignments damaged during the year and follow up by the agency thereon.
  - d. Time taken to deliver the consignments at IIT Kanpur after release of the shipment from the airport.
31. The agency shall intimate IIT Kanpur well in advance (48 hrs./pre-alert advice) from the date of arrival of the consignment at IGI, New Delhi airport with the house airway bill (HAWB) and master airway bill (MAWB) numbers so that the required documents are prepared and sent to Delhi in time. The agency shall be held responsible for any delay on their part where they do not file the bill of entry with custom or do not confirm any discrepancy to IIT Kanpur. The penalty and demurrage charges due to agent's negligence will be recovered from them. Similarly, the agent shall have to make good to IIT Kanpur, any loss incurred due to negligence or failure on their part in taking prompt action in finalization of the Bill of Entry and clearance of consignment. The firm may be required to carry out or arrange to carry out the inspection of the ordered material at the country airport of shipment or suppliers premises on behalf of IIT Kanpur, if required in certain cases. Safe custody of the consignment cleared shall be the responsibility of the agency until it is delivered to Central Stores, IIT Kanpur and delivered to the concerned indenter. The unloading of the materials at IIT Kanpur will be the responsibility of the agent. The Institute will pay the crane/forklift charges for unloading of heavy materials only.
32. The agent shall also be responsible for clearance of material shipped by any other console (CIF/CIP/C&F) or Direct Purchase Order, if all relevant documents and intimation has been provided to them in advance by IIT Kanpur. In such cases, no Demurrage shall be payable under any circumstances whatsoever, save in cases, where the lapse has been on the part of the Institute. The Agent shall be fully responsible for proper monitoring of shipment from principal supplier and arrangement of Demurrage Free clearance of consignment coming from other console including Direct Orders.
33. It shall be responsibility of the agent to ensure/check that the consignment has been properly insured before shipping it from the respective countries.
34. In case of Export & Re-Import, the agent shall be fully responsible to take Insurance policy for consignment(s). However, the same shall be reimbursed by the Institute after the original policy document with proper bill on actual is produced.
35. It is understood that if any loss is incurred due to non-insurance of the

- consignment(s) during transit, the total loss shall be recovered from the agent's bills or otherwise.
36. Agent shall make good to Institute, any loss that has to be incurred due to the negligence/ failure on its part in taking prompt action in finalization of Bill of Entry and clearance of consignment within the stipulated period. Such losses to the Institute shall be recovered from either its bills or other means as deemed appropriate.
37. The agent shall have to bear the applicable customs duty up to a limit of Rs.5,00,000/- (Rupees Five Lac only), on behalf of IIT Kanpur, which will be reimbursed to the agent along with the Bill submitted in this behalf. However, in case, the amount of Custom Duty exceeds the said limit of Rs. Five Lac, then the agent shall instantly intimate IIT Kanpur about the amount with detailed calculations involved in the Custom Duty & Freight vis-à-vis the Purchase Order well in advance and simultaneously submit a Proforma Invoice thereof, to enable the Institute arranging for the payment in time i.e. by 24 hrs, prior to the landing of the shipment. However, if advance payment as aforesaid, is delayed for certain reasons, the agent shall ensure to pay on his own the entire sum as may be payable which shall subsequently be reimbursed to the agent within three days. It is made clear that if the delay in intimating to the Institute is caused on the part of the agent about the duty payable, then only the agent shall be held liable for all consequences and costs including the interest burden etc. and no plea in this regard shall be accepted/entertained.
38. The consignment shall be moved within seven (07) days of receipt of the material from the foreign supplier/firm (For FOB/FCA/EX-WORK) and after clearance from airport/Sea Port, delivered at the Institute's Central Stores within a week (7 days of landing at IGI New Delhi) (For FOB/FCA/EX-WORK/CIF etc).
39. In case, the cargo is received in shortage/damaged condition/short landing cargo, no payment shall be released to the agent until IIT Kanpur receives the complete consignment/insurance claim. In all such cases, the agent shall be required to instantly file "Shortage" or "Damaged" or "Not Found" or "Not Traceable" notice with the Airport Authorities and further, obtain necessary certificate thereto or damage certificate from the Airlines / Sea liner besides lodging necessary claim with the authorities concerned, under intimation to IIT Kanpur. It shall be the duty of the agent to also follow up the matter with Insurance Company for claim settlement including obtaining damage certificate, surveyor inspection along with the Institute representative, lodging the claim and taking other necessary action.
40. At times, some of the consignments of the institute may be under temporary export/import items. Hence the agent would have to handle such consignments as well.
41. **Penalty Clause:** IIT Kanpur reserves the right to deduct a penalty for Rs.500 per day for delay in consolidation and Airfreight of IITK shipments and their delivery to Central Stores, IIT Kanpur. The period of delay will be calculated after 4 weeks from the date of intimation from the supplier about the readiness of Equipment/Consumable for shipment. This will also be applicable for delays in shifting of material from New Delhi to IIT Kanpur after 07 days of clearance.
42. All the imports effected by the Institute are partially customs duty free under

Notification No. 51/96 dated 23.07.1996. To avail the said duty exemption, a certificate against each import will be provided by the Institute, on receipt of Cargo Arrival Notice from the agent for custom clearance purposes. The applicable custom duty after duty exemption certificate in all shipments is presented/submitted to the respective authority shall be payable @ 5.15% only leaving the 100% duty free items. The agent will file Bill of Entry just after landing of the consignment under intimation to us for arranging duty exemption certificate. In case of any customs objection, the written communication must be sent to the Institute without any delay. In no case, full Custom Duty shall be paid by the agent once the Custom Duty Exemption Certificate has been provided by the Institute.

#### **Performance Bank Guarantee:**

43. The successful bidder shall have to furnish an unconditional Performance Security Deposit / Performance Bank Guarantee of **Rs.20,00,000/- (Rupees Twenty Lac Only) from a nationalized bank only** as security, within fifteen days of the award of order.
44. The security deposit/Performance Bank Guarantee must be valid for 48 months from the date of contract and which should remain valid till three months after the expiry of the contract term.
45. The security deposit/Bank Guarantee will be refunded / returned three months after the completion of contract subject to clearance and delivery of all the shipments to the Institute as per the terms and conditions of agreement and again on written request having been made in this behalf by the contractor. No interest would be paid on the security deposit or Bank Guarantee. In case, the contractor fails to provide satisfactory services during the contract period or discontinues fulfilling the contracted obligations in any manner or is found at fault, the performance bank guarantee shall be forfeited without assigning any reasons, whatsoever and the contractor shall have no right to claim for refund of performance security deposit. The Director, IIT Kanpur will have the discretion to invoke the payment from the bank in case of any breach of contract.
46. **Fidelity Guarantee Bond:** Since the agent shall have to handle sophisticated and valuable consignments as well, the agent shall further be bound to furnish a fidelity guarantee bond as well for an amount of **Rs.50,00,000/- (Rupees Fifty Lac only)** in favour of the Director, IIT Kanpur within 15 days of the receipt of the letter of acceptance issued by the Institute, so as to safeguard the interest of IIT Kanpur in case, of any loss is caused to IIT Kanpur due to any act of omission and commission by the agent. This bond must be duly attested by the agent's bank which should be a Nationalized Bank. This bond must be valid for 48 months from the date of contract and which should remain valid till three months after the expiry of the contract term.

#### **Termination**

47. The contract may be terminated by either party to the contract by giving three months' prior notice to the other party without assigning any reasons.
48. The Institute may at its discretion, terminate the contract by giving prior notice as deems appropriate in case of the service being found unsatisfactorily or any term of the contract being breached and which in its opinion may be harmful to its interests as also to the spirit of the contract.
49. The contract may be terminated by the Institute in terms of the stipulations



provided elsewhere in the contract.

50. It is made clear that if any information/certificate furnished by the bidder is subsequently, after or before award of the contract, is found to be untrue or false, the award of the contract may be terminated by the institute at its discretion forthwith and the bidder/contractor shall have no claim, whatsoever, in this regard and the EMD or the Performance Bank Guarantee, as the case may be, would be liable for forfeiture, wholly or in part, at the discretion of the Institute.

### **Arbitration**

51. Except as otherwise provided anywhere in this offer, if any dispute, difference, question of disagreement or matter, whatsoever, before or after completion or abandonment of work, hereafter arises between the parties, as to the meaning, operation or effect of the Contract or out of or relating to the contract or breach thereof, the same shall be referred to a Sole Arbitrator to be appointed by the Dy. Director of the Institute at the time of dispute.
52. If the arbitrator, to whom the matter is originally referred, dies or refuses to act or resigns for any reasons from the position of arbitration, it shall be lawful for the Dy. Director of the Institute to appoint another person to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which it was left by its predecessor, provided both the parties consent to this effect, failing which, the arbitrator shall be entitled to proceed on the matter de-novo.
53. It is a term of the contract that the party invoking the arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration under the clause.
54. It is a term of the contract that the cost of arbitration shall be borne by the parties themselves.
55. The venue of the arbitration shall be at Kanpur.
56. Subject as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof and rules made there-under and for the time being in force, shall apply to the arbitration proceedings under this clause.

### **Force Majeure**

57. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term "force majeure" as employed herein shall mean, acts of god, war, revolt, riot, fire, flood and acts and regulation of the Government of India or any of its authorized agencies.
58. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 7 (seven) day of the alleged beginning and ending thereof giving full particulars and satisfactory proof.

59. The time for performance of relative obligations suspended by the force majeure may be extended by the period for which the cause lasts or condoned by the Institute without any penalty.

60. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the option of cancelling the Contract in whole or in part thereof at its own discretion. Any situation of force majeure shall not be payable by the Institute under any circumstances.

**Jurisdiction**

61. All the matters and disputes under this contract shall be subject to the jurisdiction of Kanpur Nagar courts only.

Date:

Place:

Signatures:

Name in Full:

Designation:

Name of the Firm:

Official Seal:

**Undertaking by The Tenderer**

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1. We agree to ship the consignment within seven days after receiving from the principal supplier and after clearance from airport/seaport in India, it will be delivered to the premises of IIT Kanpur (U.P.) within 7 working days and will be distributed to the concerned indentor immediately. In case of perishable items, it will be delivered within minimum time with proper arrangements.
2. We agree to pay the customs duty up to Rs. Five lac for all consignments at the time of clearance from airport/seaport and its reimbursement within 30 working days (excluding courier time) against paid Challan. We shall submit original bill along-with the paid challans for reimbursement of customs duty so paid within fifteen days. We also undertake to pay the customs duty beyond Rs. Five Lac in certain circumstances in terms of the stipulation of the bid document.
3. We agree to confirm/check regarding insurance of the consignments before moving the same from respective country. If any loss is incurred due to non-insurance, the same may be deducting from our bills.
4. We agree to take insurance policy for all export /re- import consignments prior to shipment.
5. We agree to provide name and complete address of all associates located in different countries along with the names, telephone no, fax no and e-mail address of their contact persons.
6. We agree that we shall not claim any demurrage charges, if paid by us at the time of clearance for the shipments, if the material comes by our consol.
7. We agree to properly monitor & clear the consignment shipped by other consol and direct orders within demurrage free period. If the intimation and documents is received in advance, we shall not claim any demurrage.
8. We agree that the house airway bill number, date and master airway bill number and date will be intimated to the institute at least two days before of its arrival at the New Delhi airport for the purposes of insurance coverage of the consignments.
9. We agree that we shall collect necessary documents (BRO, catalog, NOC, CDEC etc.) required for clearing of consignments both from airport and seaport by deputing our representative as and when required, without any delay.
10. We also agree to open an office at Kanpur within 30 days of the receipt of offer letter or before start of the work (whichever is earlier) to help the institute on day to day basis in import and export matters.
11. We agree that we shall submit the original House Airway Bill, copy of Master Airway Bill, Customs signed Invoice, Bill of Entry both Importer Copy and Exchange Control Copy along with the clearing charges bills within fifteen days of clearance of the shipment.
12. We shall prepare the air freight bill and clearing charges bills strictly in accordance with the approved rates. Under no circumstances airfreight rates charged by us shall exceed those specified in the latest issue of IATA TACT book.
13. We agree to accept the T.T. Selling rate issued by the State Bank of India, Main

Branch Kanpur, for the purpose of calculation of airfreight charges or customs rate with documentary evidence.

14. We agree to the payment terms as mentioned in the terms and conditions.
15. We agree, if MAWB, HAWB, LC Number or Invoice detail of shipment will be found wrong then immediately intimate to IIT Kanpur, Central Stores by e-mail/Phone/Fax with intimation to the principal supplier for correction etc, before filing the bill of entry.
16. We agree, if cargo is received in damaged condition/short landing cargo, no payment shall be made to the agent till IIT Kanpur 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 Kanpur.
17. We agree, if the packet of consignment is found externally damaged at the airport/ seaport, then we will first inform to IITK, Central Stores for insurance survey. It will also be applicable to those consignments which will come through other consol.
18. During inland transportations, any loss/damage shall be the sole responsibility of ours. In that case, we shall provide loss/damage certificate immediately and ensure following-up the insurance cases till reimbursement from the insurance company is received and only thereafter, we shall submit the clearance charge bill for payment.
19. As we shall handle sophisticated and valuable consignments as well, we shall furnish a Fidelity Bond of Rs.50,00,000/- (Rupees Fifty Lac only) valid for 48 months in favour of "The Director, IIT Kanpur" to safeguard the interest of IIT Kanpur in the event of any loss to IIT Kanpur for any act of omission and commission by us, which should be valid till contract period. The director IIT Kanpur will have the discretion to order for the forfeiture of deposit for any breach of contract.
20. We shall submit performance Bank Guarantee from Nationalized Bank of Rs.20,00,000/- valid at least for 48 months from the date of contract period, if the contract is awarded in our favour. No interest will be payable to us on performance Bank Guarantee.
21. We agree that, we will not detain/withhold any consignment of IIT Kanpur before or after the clearance, under any circumstances.
22. We shall submit the bills within 15 days of clearance of consignment with all relevant & supporting documents.
23. We have no objection, if Institute appoints/empanel multiple clearing agent/freight forwarders for the same works.
24. We agree and accept all the Terms & Conditions of the tender document.

Date:  
Place:

Signatures:  
Name in Full:  
Designation:  
Name of the Firm:  
Official Seal:

## FINANCIAL BID

## ANNEXURE - A

### **Schedule of Rates to be Charged for clearance & other services and Discount on Air freights (Port of landing – New Delhi Airport)**

Charges which are normally claimed and rates which are sought to be quoted by the bidder are classified in four groups (A, B, C, D) for the purpose of comparison among different bidders. Each Bidder, depending upon his quoted rates will be given marks from 0-100 in each group. Finally, different weightage will be given to the marks obtained in each group to calculate the Total Score of each bidder:

Group	Weightage
A	25
B	20
C	40
D	15

Following Formula will be used to arrive at Total Score of a Bidder:

$$Total\ Score = \frac{25(A) + 20(B) + 40(C) + 15(D)}{100}$$

(Where A, B, C, D are marks obtained in respective groups) Bidder with maximum total score shall be selected

**Note:**

- Discounts/Concessions subject to any conditions imposed by the Bidder will be rejected.**
- All pages of FINANCIAL Bid should be duly attested with the company seal by the bidder.**

Date:  
Place:

Signatures:  
Name in Full:  
Designation:  
Name of the Firm:  
Official Seal:



## Group - B

### Following three categories of charges are included in this group:

A maximum limit for the charges at Sl. No. 1-3, has been set by the Institute and no charges beyond respective limit in these categories for any consignment will be paid by the Institute. However, the bidders will be at liberty to quote lower possible rates or exempt charges in any category in order to maximize their marks in this group. Total marks in this group will be the sum of marks obtained in each of the four categories.

Rates to be quoted for following categories of charges:-			
Category	Our Limit	Rate quoted by the firm	Criteria for calculating marks
1. <b>Agency Service Charge for FOB/FCA/ EX-WORKS shipments including</b> [Labour charges or loading at airport, EDI/CMC/BE Charges Documentation fee. IFC Charges, IGM Filling Charges, Sealing and any other charges relevant to the clearance of consignment from Airport. GST on Agency Commission shall be payable as per rules.]	(Rs. 0-2,000/-)	Rs.....	1. Bidder with lowest rate will get 40 marks and Bidder with Highest rate will get 0 marks. Rest of the Bidders will be given marks between 0 to 40 proportionately depending upon their respective rate.
2. Replenishment of Dry Ice in Consignments having perishable contents.	Rs. 0 to 30 per KG	Rs..... per Kg.	2. Bidder with lowest rate will get 25 marks and bidder with highest rate will get 0 marks, rest of the Bidder will be given marks between 0 to 25 proportionately depending upon their respective rate.
3. Agency Service charge for CIF and C&F Shipments, if arrives by other than bidder's console	(Rs 0 to 10,000/-)	Rs.....	3. Bidder with lowest rate will get 35 marks and Bidder with highest rate will get 0 marks. Rest of the Bidders will be given mark between 0 to 35 proportionately depending upon their respective rate.

Note:

1. DO charges on other than bidder's console consignments will be paid on actual on original receipt.
2. No DO charges will be paid for the consignments arrive under bidder's consol.
3. TSP charges excluding demurrage charges will be paid on actual on submission of original receipt.

Date:  
Place:

Signatures:  
Name in Full:  
Designation:  
Name of the Firm:  
Official Seal:

## Group-C

**Marks in this group will be given for special qualifications possessed by the bidder/ firms as given below:**

1. Size of the Company:	1. Those Companies having highest permanent personnel employed in freight forwarding and customs clearance activities with the record of provident fund deposited by the company will be awarded 40 marks in this category and Company having less than 20 permanent employees will get 0 marks in this category. Rest of the bidders will be given marks between 0-40 proportionately depending upon their respective employees.
2. Turn over the Company:	2. The company having turn-over of Rs.5 crore and above in the business of freight forwarding will be awarded 15 Marks.
3. Past record of the firms in different IIT's / Central Universities/Govt. Departments:	3. Firms producing certificates/self-declaration of satisfactory execution of minimum 200 shipments per year during the last three years (i.e.2014-15, 2015-16 & 2016-17) with any Govt. organization(s) will be awarded 25 marks.
4. Experience of handling perishable and live animal shipments.	4. Firms producing copy of at least 5 (Five) bill of entry(s) along with corresponding Airway Bills in support of timely clearance of perishable and live animal shipments during last two years (2015-2017) will be awarded 5 marks.
5. Experience with IITs:	5. Bidding Firms currently working with 2 IITs or more will be awarded 15 Marks.

Note: - Bidders have to submit the supporting documents for scoring in this category failing which the bids will be summarily rejected.

Date:  
Place:

Signatures:  
Name in Full:  
Designation:  
Name of the Firm:  
Official Seal:



## Group-D

### Transportation charges from Delhi to the campus at IIT, Kanpur for both console and non-console shipments:

<p>Rates are to be quoted for following four categories:</p> <ol style="list-style-type: none"><li>1. Personal delivery of small consignments @ Rs. _____</li><li>2. Per truck (Medium lorry like TATA-407) @ Rs. _____</li><li>3. Per Truck (Big Lorry) @ Rs. _____</li><li>4. Heavy Lorry (Like Container Truck) @ Rs. _____</li></ol>	<p><b>Criteria for calculating marks:</b></p> <p>25 Marks shall be given separately for each category of transportation. A maximum of 25 marks shall be given to the lowest bidder in the category and the highest rates in each category shall fetch 0 marks. Rest of the bidders will be given marks proportionately. The total marks of a bidder in this group shall be the sum of marks scored in all four categories of transportation.</p>
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Note: -

1. After clearance of the Consignment from Airport/Seaport, it shall be the duty of the clearing Agent to bring the shipment to their warehouse or directly send to IIT Kanpur. No separate charges for internal transportation of the equipment at Delhi shall be paid to Clearing Agent. Therefore, bidder should keep in mind this aspect while quoting the transportation charges from New Delhi to IIT Kanpur.
2. Any separate charges for CHA warehouse at New Delhi will not be paid extra on any circumstances.

Date:

Place:

Signatures:

Name in Full:

Designation:

Name of the Firm:

Official Seal: