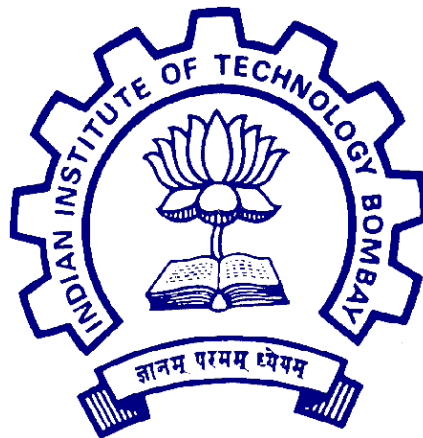


REQUEST FOR PROPOSAL

for

Annual Rate Contract of Custom Clearing & Freight Forwarding Agents



Indian Institute of Technology Bombay

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SECTION 1 – INVITATION FOR BID

Tender No.	MMD/CUSTOM/RC/2018-19
Tender Date	11 th July 2018
Advt. No.	D-15/18-19
Item Description	Annual Rate contract of Custom Clearing & Freight Forwarding Agents
Tender Type	Open (Advt.)
Number of Covers	Two Bid System : Tender should be submitted on the schedule with your covering letter in the enclosed form duly signed. Your quotation must be submitted in two envelopes Technical Bid and Commercial Bid superscribing on both the envelopes the tender no. and the due date and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed with our Tender No. & Due Date .
Pre- Bid Meeting Date & Time	9 th August 2018 at 3.00 pm
Pre- Bid Meeting Place	Materials Management Division, Gr. Floor, Main Building, IIT Bombay, Powai, Mumbai 400 076.
Last date & time of submission of Tender :	27 th August 2018 upto 1.00 p.m.
Place of Submission	Materials Management Division, Gr. Floor, Main Building, IIT Bombay, Powai, Mumbai 400 076.
Opening Date & Time of tender	27 th August 2018 at 3.00 p.m.
Place of Opening Tender	Materials Management Division, Gr. Floor, Main Building, IIT Bombay, Powai, Mumbai 400 076.
Contract Type	Rate Contract
Earnest Money Deposit	Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rs. Two Lakh Only) in the form of Demand Draft in the favour of 'The Registrar, IIT Bombay' payable at Mumbai to be submitted in Technical Bid.
Any Clarification	Name : Joint Registrar Dept : Materials Management Division ,IIT Bombay Email : drmm@iitb.ac.in Contact No. : 022-2576 8800

IIT Bombay is interested in appointing panel of agents for clearance of our Air & Sea consignments from Sahar Air Cargo Complex, Mumbai & Nhava Sheva Port respectively. IIT Bombay is an educational and research Institution. Some special Research Projects sponsored by various national agents are also controlled by us. Imports for these Projects will also be included in the proposed Contract. The particulars of our likely import during the next year, are given for your information & guidance only.

Imports:

1. Annual import in terms of value would be around Rs. 100 crores. However, no commitment can be given.
2. In terms of quantity of cargo, the consignments would be about 700 approximately in a year out of which 95% are air consignments and balance sea consignments.
3. No specific value of each consignment can be given but it could range anything between Rupees One Thousand to Rupees Ten Crores and above.
4. No specific weight of each consignment can be given, but it could be about a kg and the largest be about a ton or more.
5. Our import is on the basis of Open General Licence (OGL). As per Govt. of India Notification No. 51/96 Custom dtd. 23rd July 1996, IIT Bombay is exempted from Custom duty and IGST(substituted under Notification No. 43/2017 dtd. 30th June 2017) for all research equipment.
6. IITB had claimed insurance last year of Rs.32 Lakh

Exports:

Sometimes, this Institute has to re-export the defective/wrongly dispatched items for repair and return to the foreign Supplier. For this purpose, permission from Reserve Bank of India, packing, repacking, transportation, arranging Insurance (door to door), Customs formalities etc. are to be arranged.

The Schedule of Rates for this tender are to be submitted as per enclosed Section 5, whereas the terms and conditions governing the tender will be as per Section 4. All the bidders are specifically required to confirm the acceptance of these terms and conditions without which offers cannot be considered.

You are requested to submit your detailed quotation on the basis of the particulars furnished above for imports and exports.

The Institute reserves the right to accept or reject any or all offers without assigning any reason thereof.

SECTION 2 – ELIGIBILITY CRITERIA

The agency should provide the following documents, failing which their applications shall be summarily rejected:

1. Copy of valid **CHA License** and other essential **licenses for custom clearance and FIATA membership**. Freight forwarding offers through third party etc. will not be accepted.
2. Copy of the **PAN CARD** of the firm.
3. **GST Registration Certificate** of the firm.
4. The CHA should have Certificate of Registration of firm for a minimum period of 10 years – **Certificate of Incorporation/Registration Certificate of the firm. Registered office situated in Mumbai for more than 5 years. (Supporting documents to be enclosed)**
5. **IITB will visit Registered office and to ascertain the capacity of the bidder to take up job.**
6. Copy of **IATA Registration Certificate** to be enclosed.
7. Copy of **Break Bulk Certificate/Console Certificate** to be enclosed.
8. IIT Bombay will not pay any demurrage for any Ex-work, FOB, FCA, E-terms, F-terms. If demurrage and penalty is charged on consignment then it will not be paid even if delay is on part of IIT Bombay except Force majeure. An undertaking to the effect that the CHA will provide **DEMURRAGE AND PENALTY FOR SUBMITTING LATE BILL OF ENTRY** to IIT Bombay.
Annexure A1
9. CHA must not be blacklisted/Suspended or any service related dispute or no legal case pending with any organisation/Govt. Organisations/ Banks in India or abroad. **Self declaration- Annexure A2**
10. The Bidder should accept Tender Terms & Conditions- **Annexure A3**
11. Declaration for not exceeding IATA Rates - **Annexure A4**
12. Experience: The CHA must have experience in its own name in the field of customs clearance, freight forwarding and consolidation relating to Hi-Technology Equipments, Consumables like reagents, highly perishables, dangerous and radioactive goods, etc. In any similar Educational Institution like IIT, ICMR, CSIR, TIFR and University etc., especially clearing consignments under Notification No.51/96-Customs and its subsequent amendments. List of educational Institutes handled during the last five years with their name, telephone no. and the contact person.
Annexure A5
13. Atleast two certificates of successful running/completion of the contracts for the said services with **Govt. Institutes/organizations/Educational institutes** during the last 5 years. These certificates must bear the name and telephone nos. of the authorized signatory. **Annexure A6**

14. Self- Declaration towards providing **local support service** at IIT Bombay to collect documents etc. **Annexure A7**
15. The CHA should have a minimum Rs. **50** crores Annual Turnover during last two financial years i.e. F. Y. 2015-16 & F. Y. 2016-17. **Annexure A8**
16. The CHA should have submitted filed **ITR** for last two years i.e. F. Y. 2015-16 & F. Y. 2016-17. **Annexure A8 (Copy of Audited Accounts to be submitted.)**
17. Bidder's Information. **Annexure A9.**
18. List of overseas consolidators. **Annexure A10.**

SECTION 3 – INSTRUCTIONS TO BIDDERS

1. Preparation and Submission of offers :

- i. The Quotation MUST BE ENCLOSED IN A SEALED ENVELOPE superscribing Tender number and due date & should reach the undersigned on or before the due date and time mentioned in the tender notice. If the quotation envelope is not sealed, it will be rejected.
- ii. Tender should be dropped in the tender box kept in the office of concerned Department / Section. Tender should not to be handed over to our staff personally unless otherwise specified. All communications are to be addressed to the undersigned only. In case due date happens to be holiday the tender will be accepted and opened on the next working day.
- iii. The bid can be submitted in person or through post/ courier (IIT Bombay shall not be held responsible for any postal delays or any other reason for not submitting the bid in the specified time and resulting in disqualification / rejection of any bid) so as to reach on or before the due date and time specified in the tender document.
- iv. The quotation must be submitted for both services i.e. Custom Clearing and Freight Forwarding both. Failing which tender will not be accepted in procedures.

2. Cost of Bidding:

- i. The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Purchaser shall not be held responsible or liable for those costs incurred regardless of the conduct or outcome of the bidding process.

3. Validity of the Bid:

- i. 180 Days from the last date of submission of bid.

4. Amendments to Tender Document :

- i. At any time prior to the deadline for submission of bids, IIT Bombay may, for any reason, whether on its own initiative or in response to the clarification sought by a prospective BIDDER may modify the bid document by issuing necessary corrigendum.
- ii. All prospective BIDDERS who have downloaded the tender document are requested to visit IIT Bombay website for any amendments / modifications and make a note of the same, which will be binding on them.

5. Deadline for Submission of Bids :

- i. Bids must be received by IIT Bombay before the due date and time at the address specified in the tender document. In the event of the specified date for the submission of bids being declared as a holiday for IIT Bombay the bid-closing deadline will stand extended to the next working day up to the same time without any further notice.

6. Bid Opening Process:

- i. In case of one bid system, technical & financial bid will be opened simultaneously in the presence of representatives of the bidders at IIT Bombay.
- ii. In case of two bid system, The Technical Bid will be opened in the first instance in the presence of Dept. Technical Evaluation Committee(TEC)/MMD, representatives of the bidders at IIT Bombay.
- iii. Financial bids of only those bidders, whose bids are found technically qualified, by the Technical Evaluation Committee, will be opened in the presence of the Dept. Technical Evaluation Committee(TEC)/MMD vendor's representatives subsequently at a later date for further evaluation.

Date and Time of financial bid opening shall be intimated to technically qualified bidders only.

iv. One authorized representative of each of the bidder would be permitted to be present at the time of opening of the bids.

v. The authorized representative of bidders, present at the time of opening of the bids shall be required to sign an attendance register as a proof of having attended the Technical/Commercial bid opening session.

7. Late Bids :

i. IIT Bombay will not be responsible:

a) For delayed / late quotations submitted / sent by post / courier etc.

b) For submission / delivery of bids/quotations at the wrong places other than the mentioned in the tender.

c) Any bid inadvertently received by IIT Bombay after the deadline i.e. after due date & time for submission of bids, will not be accepted and returned unopened to the BIDDER, without any prejudice by hand/speed post/courier services.

8. Supplementary offer /Modification of Original Bid:

i. BIDDER desirous to modify their offer/terms may submit their revised / supplementary offer (s) within the extended Tender Opening Date (TOD) by clearly stating to the extent of updation done to the original offer. The purchaser reserves the right to open the original offer along with the revised offer.

9. Confidentiality:

i. Information relating to the evaluation of bids, and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders. On completion of Technical Evaluation by the Committee, Vendors whose offer do not meet with the users Technical Specification will be restricted to participate in commercial bid opening process. Information regarding the criteria for disqualification of the tender would be communicated to the bidder in writing.

ii. Any attempt by a Bidder to influence the Purchaser in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.

iii. Notwithstanding, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it shall do so in writing.

10. Deviation, Reservations and Omissions:

i. During the evaluation of Bids, the following definitions apply:

(a) "Deviation" is a departure from the requirement specified in the Tender Documents;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Documents; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Documents.

11. Correction of Arithmetical Errors:

i. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal

point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

ii. Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with the same, shall result in the rejection of the Bid.

12. Evaluation of Bid:

i. IIT Bombay will evaluate technical and commercial acceptable offers on landed net Price basis.

ii. In case any BIDDER is silent on any clauses mentioned in this tender documents, IIT Bombay shall construed that the BIDDER had accepted the clauses as per the invitation to tender no further claim will be entertained.

iii. No revision in the terms and conditions quoted in the offer will be entertained after the last date and time fixed for receipt of tenders.

13. Corrupt & Fraudulent Practices:

i. IIT Bombay requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,

(a) The terms set forth below are defined as follows:

1. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of in kind/value to influence the action of a public official in the procurement process or in contract execution;

2. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

3. "Collusive practice" means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non- competitive levels; and

4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(b) IIT Bombay will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

14. Communication for Non-participation of Tenders :

i. For registered vendors with IIT Bombay, in case you choose not to participate in the tender process a regret letter by way of fax/letter/email may be submitted before the due date duly superscribing "Regret" and tender No.

15. Cancellation of Tender :

i. Notwithstanding anything specified in this tender document, Purchaser / IIT Bombay in his sole discretion, unconditionally and without assigning any reasons, reserves the rights:

(a) To accept OR reject lowest tender or any other tender or all the tenders.

(b) To accept any tender in full or in part.

(c) To reject the tender offer not confirming to the tenders terms.

ii. IIT Bombay will give purchase preference to Public Sector undertakings when applicable as per

Govt. Policy/ Guidelines.

iii. Offer which deviates from the vital conditions (as illustrates below) of the tender shall be rejected:

- (a) Non-submission of complete offers as mentioned in the tender document,
- (b) Receipt of offers after due date and time and or by email / fax (unless specified otherwise).
- (c) Receipt of offers in open condition.
- (d) Conditional Tenders and Unsigned Tenders will also be rejected.

16. Delivery:

- i. Consignments will have to be delivered, as far as possible, during OFFICE HOURS (9:30 AM to 5.30 PM, Monday to Friday)
- ii. Urgent consignments etc. (as intimated by IITB) 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.

SECTION 4 – TERMS AND CONDITIONS

1. NOMENCLATURE :

1.1. For all purpose hereafter, Indian Institute of Technology Bombay having its office at Powai, Mumbai 400 076 will be referred to as "IITB". Similarly, party's name will be referred to as CHA.

2. AWARD OF CONTRACT :

2.1. The Contract will commence from Award of Contract for a period of one year and shall remain in force unless terminated earlier. "IITB" reserves the right to terminate the Contract at any time, and without assigning any reasons thereof by giving ONE MONTH notice of their intention to do so in writing to you and you shall not be entitled to demand compensation by reason of such termination.

2.2. The documents required for clearance of the consignments shall be collected by your representative within 24 hours of the telephonic intimation from our Office at Powai, Mumbai.

2.3. You shall render all assistance to "IITB" in filing claims towards consignments shortshipped or damaged, during transit, or misplacement and non-traceable cargo at Airlines Godown/Port Trust Godown.

2.4. Contract will be awarded to only those agents providing both services i.e. **Freight Forwarding and Custom Clearing.**

2.5. Only L1 bidder will be awarded the contract.

2.6. As 80% of consignments are received from these five major countries i.e. USA, Singapore, Germany, Japan, UK.

2.7. The Empaneled agents will be abide by all the Terms & Conditions of the Tender Document.

2.8. The qualified agents will be empaneled initially for the period of one year therefore, all the rates quoted should be valid for at least one year. The contract may be extended for two years subject to annual revision, if their performance found satisfactory.

2.9. The Performance of the empaneled agents will be reviewed by committee during contract period and IITB reserve right to add or delete agents in rate contract based on performance if necessary without intimation.

3. NATURE OF WORK;

3.1. You shall render all services as and when necessary and as directed by IITB, you shall also perform all such auxiliary and incidental services and operations as may be necessary in the course of performing the Contract and as indicated by IITB.

3.2. Handle and clear imports of all cargos and articles of all kinds including components, consumables, scientific instruments, equipments, spares, chemicals, hazardous & dangerous cargo etc. and any other cargo which may be imported by IITB from time to time.

4. VOLUME OF WORK:

4.1. No guarantee is given as to any definite volume of work which will be trusted to you at any time or throughout the period of the Contract.

4.2. IITB reserves the right:

- a) Of placing the Contract simultaneously or at any time during its tenure with one or more other Clearing agents as they may think fit, even by calling fresh tenders and/or by negotiations and appoint some other Clearing agents accordingly, at the sole discretion of IITB.
- b) Of appointing clearing agent for services rendered to in the Contract to meet emergency if IITB is satisfied that CHA are not in a position to render specific services within the period in which their services are required.
- c) To retain full discretion to allocate work among the Clearing Agents in case of (a) and/or (b) above and CHA will not be entitled to make any representation on this account.

5. DUTIES AND RESPONSIBILITIES OF CLEARING AGENT:

5.1.IMPORTS:

- 5.1.1. Instructions for clearance will be issued by IITB giving particulars of the cargoes to be cleared, name of the steamer/AWB details, Customs Call notice and place of delivery or dispatch details along with all the relevant dispatch documents.
- 5.1.2. On receipt of the instructions and subject to availability of all dispatch documents as required by Port, Carriers and Customs and filling of manifest by Carriers/their agents, CHA will prepare the Bill of Entry and all the necessary papers and file the same with Customs and Port Trust/Airport authorities for expeditious clearance of the consignment. If the particulars relating to the cargo furnished in the instructions are not sufficient CHA will take steps that are necessary for obtaining the required particulars from the authorities or bodies concerned. In the event of non-availability of any document or any document being inadequate, CHA will execute, at the cost of IITB, the necessary Indemnity bond or guarantee or other documents as may be necessary for immediate clearance and obtain delivery of the cargoes in the shortest possible time.
- 5.1.3. CHA shall be fully responsible for the finalisation of the Bills of Entry from the time they are filed with the Customs, **Bills of Entry assessed provisionally should be finalised within 24 hours from the date** of clearance and any hold up for want of documents etc. for such finalisation should be promptly brought to the notice of IITB. IITB will not be responsible for penalty levied by the custom (as per Custom Notification) for late filing of Bill of Entry. **CHA will be responsible for late filing Bill of Entry.** If penalty is charged on consignment then it will not be paid by IIT Bombay. An undertaking should be submitted to the effect that the CHA will not charge **PENALTY** to IIT Bombay. (Annexure A1).
- 5.1.4. CHA shall maintain close day-to-day liason with IITB with regard to the processing of the Bill of Entry, CHA shall get done any amendments required for Marks and Numbers on Bill of Entry. Regarding finalisation, any difficulty experienced by CHA or any queries raised by Customs requiring clarifications by IITB, should be immediately brought to the notice of IITB. Where Customs issue instructions for drawl of samples before assessment for further test and analysis or requirements of catalogue/literature, write-up or any other data, the same should be done within 3 days keeping IITB informed of the action and subsequent progress.
- 5.1.5. Whenever any short landing of cargo is noticed, CHA shall be required to file "Not found" notice with the Port authorities and apply within the stipulated period obtain and lodge claims on Steamer/Airline agents with necessary documents within the prescribed time. If landing charges/Customs duty in respect of shortlanded packages/ bundles/cargoes has already been paid, CHA shall automatically apply for refund of proportionate/whole landing charges and/or Customs duty and the matter will be perused by CHA, till the claim is finally settled. CHA will have to make good to IITB any loss incurred due to negligence or failure on their part to take any of the above

actions.

- 5.1.6. It is incumbent on CHA to examine carefully all packages of each consignment landed from Steamer/Aircraft 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 are noticed, then CHA shall inform IITB and promptly apply for insurance. **CHA should arrange insurance for the consignments. CHA should quote according in the Commercial bid. It is mandatory to submit Insurance policy along with the bill.** CHA will be responsible to arrange proper Survey Reports correlating correct documents/items to the relevant cases and ensure that the damaged packages are properly repacked in the presence of IITB representative before dispatch to final destination. CHA will not dispatch, without repacking, any packages/consignments unless otherwise authorised by IITB in writing. Settlement of Insurance should be equal to value of Purchase Order. **IITB representative whenever necessary will associated with the Survey.**
- 5.1.7. Where cargoes have landed from Steamer/Aircraft, but are subsequently not traceable/missing in the godowns, CHA shall be required to file "Not found" Notice with the Port authorities within the statutory period. The Steamer/Airline should also be notified simultaneously. When CHA are unable to locate such "Not found" cargoes within a week, CHA shall employ with IITB's consent and cost, specialised firms for locating such cargoes in the godown. If the cargoes are found later with damages/losses/discrepancies, Airline surveys and arrange for repacking as enumerated in relevant clause. If the cargoes are not found **within three months**, CHA shall automatically apply for refund of proportionate/whole landing charges and/or Customs duty, if already paid, and the matter will be perused by CHA till the claim is finally settled.
- 5.1.8. Where the consignment is insured by IITB apart from survey enumerated in 5.1.6 and 5.1.7, Insurance Survey with IITB coordination, would also be arranged.
- 5.1.9. After obtaining delivery, CHA will either move the cargoes to CHA's godown or deliver the same to IITB Materials Management Division at Powai through appropriate Transport Carrier and obtain receipt for having safely delivered.
- 5.1.10. CHA will be responsible for all losses or damages to cargoes, direct or consequential for negligence or failure to exercise due care in the matter of dispatch/delivery of the cargo, CHA shall be held responsible in case delivery/dispatch is effected wrongly, i.e. contrary to IITB instructions and for all losses or damages to the cargo or infructuous expenditure, direct or consequential, as a result thereof.
- 5.1.11. Where consignments are bulky and heavy, CHA will inform IITB and the Transport Carrier specified by IITB, the probable date of delivery atleast a day or two in advance, so that the cargo could be cleared and dispatched directly from the Dock/Airport unless otherwise advised by IITB in writing to be moved to CHA's godown.
- 5.1.12. All documents pertaining to the import consignments such as AWB/Bill of Lading, Customs Attested Invoice, Bill of Entry copies etc. should be returned by CHA to IITB within fifteen days from the date of effecting clearance.
- 5.1.13. Follow-Up of Shipments: Copy of the order placed by IITB on foreign supplier will be forwarded to CHA. It is the sole responsibility of the CHA to follow up the matter with its foreign associates and foreign supplier to ship the goods with in delivery schedule.
- 5.1.14. If Supplier sent consignment through DDU, the CHA has to clear the consignment.

6. MODE OF PAYMENT:

6.1.Composite GST will be applicable.

6.2.IITB will arrange to pay direct to the Steamer Agents/Airline Agents freight charges on import

cargoes to be handled by CHA, if the amount exceeds Rs. 1,50,000/-. CHA will have to pay all inspection, landing, handling, carting, postal charges, warehouse rent/demurrage charges, freight charges etc. and all other allied Port Trust/Airport charges upto Rs. 1,50,000/- per consignment to the concerned authorities before clearance of the cargoes.

6.2. CHA will then claim the amounts, so paid, in their bills duly supported by the receipts issued by the authorities concerned, CHA will ask for advance for amount above Rs.1,50,000/- for Customs duty and Rs. 75,000/- for Octroi charges and the same shall be given by IITB. Necessary payment receipt should be promptly submitted by CHA in settlement of advances. The warehouse/demurrage charges will however be reimbursed by IIT provided there is no fault of Clearing Agent & provided he has taken all measures to see that items are cleared within the free time allowed by Air India/Airport Authority of India/Port authority of India.

6.3. The Clearing Agent will pay Customs duty upto Rs.1,50,000/- and Octroi charges upto Rs. 75,000/- per consignment. If the customs duty and octroi charges exceeds beyond this limit, IITB will arrange for the advance payment.

7. CUSTOMS DUTY & REFUND CLAIM:

7.1. As per Govt. of India Notification No. 51/96 Custom dtd. 23rd July 1996, IIT Bombay is exempted from Custom duty and IGST(substituted under Notification No. 43/2017 dtd. 30th June 2017) for all research equipment. IIT Bombay shall provide all documents necessary as per this notification. In the cases, where such documents are not available CHA shall try their best to clear the consignment against Indemnity Bond to be provided by us. In cases where Customs are not accepting the bond, IITB shall pay the Customs duty "under protest". In such case, IITB shall apply for refund & CHA will have to assist us & peruse our claim with the concerned authorities at the Office of Collector of Customs/Appellate Tribunal of Customs.

7.2 CHA shall make every effort to clear consignments within the free period without payment of warehouse/demurrage charges. However, in case of payment warehouse/demurrage charges, justification for the same (including date wise action taken by CHA) with explanatory data shall be given by CHA.

7.3. Demurrage/Warehouse charges can however be reimbursed only if there is absolutely no fault of the agent in speedy clearance of the items and only incase of situations beyond the control of the agent.

7.4. CHA shall have to clear the consignments within 72 hrs i.e. 3 days allowed by International Airport Authority of India/Air India/ And for Port Trust i.e. Sea consignment 360 hrs i.e. 15 days , provided all the documents in original are given to CHA well in time. In case of any delay beyond CHA's control, CHA shall have to give detailed justifications as to why consignments could not be cleared in time for our consideration.

7.5 In case of short landed and untraceable packages/cargoes, CHA shall automatically apply for refund of all charges, including Customs duty as enumerated in Clause 5.1.5 and 5.1.7.

7.6 In case of freight charges, IITB will arrange to register refund claims with Steamer/Airline agents where excess freight has been charged on account of excess declaration of weight/measurement or for any other reason such as wrong declaration of class of goods, status of freight etc.

7.7 In case of port charges, where amounts have been paid by CHA in excess of what is actually due, IITB will have the right to admit and reimburse only such amounts which are actually due and restrict the bill amounts accordingly. The responsibility to claim refund of such amounts, i.e. amounts paid in excess of actual dues and not admitted by IITB, from the concerned authorities shall rest entirely with CHA.

8. SUBMISSION OF BILLS FOR PAYMENT

8.1 The rates for payment to CHA for services rendered will be paid as per Schedule of Rates under Section 5 of the Contract.

8.2 Bills for the other work done will be submitted by CHA to IITB as per the terms of agreement with **documentary proof**.

8.3 In respect of all CHA's bills, which are submitted by CHA to IITB where IITB has received all other corresponding documents as per clause 5.1.12, payment will be made within one month of receipt provided that bills are in order and complete in all respects.

9. EARNEST MONEY DEPOSIT (EMD) & SECURITY DEPOSIT:

9.1 Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rs. Two Lakh Only) in the form of Demand Draft in the favour of 'The Registrar, IIT Bombay' payable at Mumbai to be submitted in Technical Bid. If its not found in Technical Bid, submitted bid will be Rejected.

9.2 No interest shall be payable by the BUYER to the BIDDER on Earnest Money for the period of its currency

9.3 Earnest Money Deposit of unsuccessful bidders will be returned within 30 days after the award of the contract.

9.4 For successful bidder, EMD will be converted to security Deposit and will be retained with IIT Bombay till the expiry / termination of rate contract without interest. The Security Deposit will be returned after satisfactory performance of the work and on completion of all obligations by CHA under the Contract terms.

9.5 EMD of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or derogates from the tender in any respect within the period of validity of its tender. Further, if the successful tenderer fails to furnish the required performance security within the specified period, its EMD will be forfeited.

9.6 If the quality of product and service provided is not found satisfactory, IIT Bombay reserves the right to cancel or amend the contract.

10. MAINTENANCE OF RECORDS, SUBMISSION OF STATEMENTS ETC.

10.1 CHA shall maintain the following register and any other record according to the instructions of IITB from time to time.

10.2 A register giving full particulars of consignments entrusted to CHA for import clearance, cleared and dispatched/delivered.

10.3 CHA will have to furnish to IITB **Monthly Progress Report** giving details such as (i) Our Purchase Order No. (ii) Brief description of item and quantity (iii) Airway Bill No. and (iv) Date when documents are handed over to CHA and date of landing in Mumbai (v) Date of clearance and delivery to IITB (vi) Remarks; in case of inordinate delay in clearing the consignment, the reason for the same.

11. GENERAL:

11.1 CHA will have to arrange complete clearance and dispatch of cargoes for imports for which instructions/documents have been issued to CHA upto and including **last date of contract** including finalisation of all Customs and Port formalities relating to Vessels/Aircraft arrived or landed or sailed on **last date of contract**. You will be paid upto the point of completion of all outstanding/assigned work in terms of the Contract.

11.2 You shall be fully conversant with the relevant provisions of the carriage of goods by Sea-Air Act, the Port Trust/Airport Authorities Act, the Customs Act and other Acts/Rules/Procedures etc. and all amendments thereto as are obtained and in force at the time of effecting clearance and take such steps as are necessary and perform all the duties which they are bound to do under the above Acts to ensure that the interests of IITB are fully protected in the clearance of cargoes entrusted to them.

11.3 In the case of strikes/riots/fire/civil commotions etc. in and around Mumbai Sea Port/Airport causing disputes/stoppage of work, you will endeavour to clear all the consignments immediately when such cause is over within the free period permitted by the concerned authorities. In exceptional cases, it will be matter for submission by you which will be considered on merits.

11.4 For the purpose of operation of this Contract, only the holidays as observed by Port Trust/Airport and Customs authorities shall be recognised as closed holidays of you and all other holidays declared by you on your own shall not be recognised.

11.5 The Director, IITB, reserves the right to accept or reject any offer without assigning any reasons thereof. The jurisdiction of disputes if any at any stage will be the competent courts in Bombay only.

SECTION 5 – COMMERCIAL BID**I. FORMAT FOR CUSTOM CLEARANCE CHARGES CONSOLIDATION CHARGES****1. AIR CONSIGNMENT - CUSTOM CLEARANCE (for INCOTERM CIP / CIF shipment)**

(Including Agency Charges, Transportation Charges, Packing & Repacking, Loading at port & Unloading at IIT Bombay site / lab/ location, Crane/Forklift Charges, labor charges, duty handling fee, Fuel and War Security Surcharges, **Insurance premium charges including** Goods & Service Tax & any other levies, taxes or duties enforced by the Government for door to door service)

(A)

Sr. No.	Description of charges	Value in INR
1	Upto 10 kg	
2	11 to 25 Kg	
3	26 to 50 kg	
4	From 51- 100 kg	
5	From 101- 250 kg	
6	From 251- 500 kg	
7	From 501- 1000 kg	
8	Above 1000 kg per 100 kg	

(B)

Sr. No.	Description of charges	%
1	Insurance charges in % of Purchase Order Value	

2. AIR CONSIGNMENT – Export on door to door basis.

(Including Agency Charges, Transportation Charges, Packing & Repacking, Loading at port & Unloading at IIT B site / lab/ location, Crane/Forklift Charges, labor charges, duty handling fee, Fuel and War Security Surcharges, **Insurance premium charges including** Goods & Service Tax & any other levies, taxes or duties enforced by the Government for door to door service)

(A)

Sr. No.	Description of charges	Value in INR
1	Upto 10 kg	
2	11 to 25 Kg	
3	26 to 50 kg	
4	From 51- 100 kg	
5	From 101- 250 kg	
6	From 251- 500 kg	
7	From 501- 1000 kg	
8	Above 1000 kg per 100 kg	

(B)

Sr. No.	Description of charges	%
1	Insurance charges in % of Purchase Order Value	

3. SEA CONSIGNMENT - CUSTOM CLEARANCE CHARGES (for INCOTERM CIP / CIF shipment)

(Including Agency Charges, Transportation Charges, Packing & Repacking, Loading at port & Unloading at IIT B site / lab/ location, Crane/Forklift Charges, labor charges, duty handling fee, Fuel and War Security Surcharges , **Insurance charges including** Goods & Service Tax & any other levies, taxes or duties enforced by the Government for door to door service)

(A)

Sr. No.	Description of charges	Value In INR
	From Mumbai Port/Nhava Sheva	
1	Up to 2 MT vehicle carrying capacity	
2	Up to 9 MT vehicle carrying capacity	
3	Up to 13 MT vehicle carrying capacity	
4	Up to 20-40 MT vehicle carrying capacity	

(B)

Sr. No.	Description of charges	%
1	Insurance charges in % of Purchase Order Value	

4. SEA CONSIGNMENT - EXPORT on door to door basis.

(Including Agency Charges, Transportation Charges, Packing & Repacking, Loading at port & Unloading at IIT B site / lab/ location, Crane/Forklift Charges, labor charges, fuel surcharge, Remote Area fee, Oversize Piece Surcharge, odd-dimension shipment, duty handling fee, Fuel and War Security Surcharges, **Insurance premium charges including** Goods & Service Tax & any other levies, taxes or duties enforced by the Government for door to door service)

(A)

Sr. No.	Description of charges	Value in INR
	From IIT Bombay to Mumbai Port/Nhava Sheva	
1	Up to 2 MT vehicle carrying capacity	
2	Up to 9 MT vehicle carrying capacity	
3	Up to 13 MT vehicle carrying capacity	
4	Up to 20-40 MT vehicle carrying capacity	

(B)

Sr. No.	Description of charges	%
1	Insurance charges in % of Purchase Order Value	

II. AIR FREIGHT CHARGES in INR (INCOTERMS Ex-work, FCA & FOB to IIT Bombay premises)

(Freight charges, Including Charges Collect Fee, Delivery Order Fee, HAWB Fee, Break Bulk Fee, Cartage, EDI, IGM Filing, Airline DO, Handling, Documentation, L/C Fee, X-ray/Scanning Charges, Domestic Security surcharge, Cert. Of Origin, Transfer Fee, Terminal Handling Fee, Custom Clearance Charge, Pickup Charges, Domestic Fuel, Airport Tax, Agency Charges, Transportation Charges, Packing & Repacking, Loading at port & Unloading at IIT B site / lab/ location, Crane/Forklift Charges, labor charges, fuel surcharge, Remote Area fee, Oversize Piece Surcharge, odd-dimension shipment, duty handling fee, Fuel and War Security Surcharges, **Insurance premium charges including** Goods & Service Tax & any other levies, taxes or duties enforced by the Government for door to door service)

	Destination	Upto 10 Kg	11 to 25 Kg	26 to 50 Kg	51 to 100 kg	101-500 Kg	501 to 1000 Kg.	Above 1000 Kg per 100 kg
1	North America							
2	South America							
3	Europe							
4	Asia							
5	Africa							
6	Australia & New Zealand							

III. SEA SHIPMENT CHARGES in INR (INCOTERMS Ex-work, FCA & FOB to IIT Bombay premises)

(Sea Freight charges, CC fees, Consol DO charges, CFS handling charges, CMC charges, THC import, Empty container shifting charges, stamp duty, Including Charges Collect Fee, Delivery Order Fee, HAWB Fee, Handling, Documentation, L/C Fee, X-ray/Scanning Charges, Domestic Security surcharge, Cert. Of Origin, Transfer Fee, Terminal Handling Fee, Custom Clearance Charge, Pickup Charges, Domestic Fuel, Agency Charges, Transportation Charges, Packing & Repacking, Loading at port & Unloading at IIT B site / lab/ location, Crane/Forklift Charges, labor charges, fuel surcharge, Remote Area fee, Oversize Piece Surcharge, odd-dimension shipment, Fuel and War Security Surcharges, duty handling fee, **Insurance premium charges including** Goods & Service Tax & any other levies, taxes or duties enforced by the Government for door to door service)

	Destination	Upto 10 Kg	11 to 25 Kg	26 to 50 Kg	51 to 100 kg	101-500 Kg	501 to 1000 Kg.	Above 1000 Kg per 100 kg
1	North America							
2	South America							
3	Europe							
4	Asia							
5	Africa							
6	Australia & New Zealand							

(B)

Sr. No.	Description of charges	%
1	Insurance charges in % of Purchase Order Value	

Any deviation in Commercial Bid will not be accepted.

NOTE:

- 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 IITB) 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 CHA. Equipments/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 CHA's responsibility. CHA has to arrange location survey in advance.
- Under no circumstances should freight rates exceed than those specified in latest issue of the IATA Tact Book. CHA should submit an undertaking to this effect on its letterhead.

ANNEXURE A-1 – DECLARATION OF DEMURRAGE, PENALTY AND INSURANCE
(On Company / firm's Letterhead)

To,

Date :

Joint Registrar
Materials Management Division
Gr. Floor, Main Building,
I.I.T. Bombay, Powai, Mumbai – 400 076.

Sir,

Re: Tender No. MMD/CUSTOM/RC/2018-19 dated 11th July 2018 for “Annual Rate contract of Custom Clearing & Freight Forwarding Agents”.

I/we carefully gone through the Terms & Conditions contained in the above referred Tender.
I/we hereby declare that my company / firm will provide **DEMURRAGE FREE SERVICE to IIT Bombay** for any Ex-work, FOB, FCA, E-terms, F-terms. I agree that, If demurrage is charged on these consignment then it will not be charged to IIT Bombay even if delay is on part of IIT Bombay except Force majeure.

I/we hereby declare that my company / firm shall be fully responsible for the finalisation of the Bills of Entry from the time they are filed with the Customs I agree that, If penalty is charged on these consignment then it will not be charged to IIT Bombay even if delay is on part of IIT Bombay except Force majeure.

I/we hereby declare that my company / firm shall be fully responsible to **arrange insurance for the consignments and will submit insurance policy along with the bill.**

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

ANNEXURE A-2 – DECLARATION REGARDING CLEAN TRACK BY BIDDER
(On Company / firm's Letterhead)

To,

Date :

Joint Registrar
Materials Management Division
Gr. Floor, Main Building,
I.I.T. Bombay, Powai, Mumbai – 400 076.

Sir,

Re: Tender No. MMD/CUSTOM/RC/2018-19 dated 11th July 2018 for “Annual Rate contract of Custom Clearing & Freight Forwarding Agents”.

I/we carefully gone through the Terms & Conditions contained in the above referred Tender. I/we hereby declare that my company / firm is not currently debarred / black listed or no legal case pending by any Government / Semi Government Organizations / Institutions in India or abroad. I/we further certify that I'm competent officer in my company /firm to make this declaration.

Or

I/we declare the following

No.	Country in which the company is debarred / blacklisted / case is pending	Black listed / debarred by Government / Semi Government Organizations / Institutions	Reason	Since when and for how long

(NOTE : In case the company / firm was blacklisted previously, please provide the details regarding Period for which the company / firm was blacklisted and the reason/s for the same)

Yours faithfully

(Signature of the Bidder)

Printed Name

Designation

Seal

ANNEXURE A-3 : DECLARATION FOR ACCEPTANCE OF TENDER TERMS AND CONDITIONS
(On Company / firm's Letterhead)

To,

Date :

Joint Registrar
Materials Management Division
Gr. Floor, Main Building,
I.I.T. Bombay, Powai, Mumbai – 400 076.

Sir,

Re: Tender No. MMD/CUSTOM/RC/2018-19 dated 11th July 2018 for “Annual Rate contract of Custom Clearing & Freight Forwarding Agents”.

I/we carefully gone through the Terms & Conditions as mentioned in the above referred Tender document. I/we declare that all the provisions of this Tender are acceptable to my company. I /we further certify that I'm an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date :

Business Address :

ANNEXURE A-4 : DECLARATION FOR NOT EXCEEDING IATA RATES
(On Company / firm's Letterhead)

To,

Date :

Joint Registrar
Materials Management Division
Gr. Floor, Main Building,
I.I.T. Bombay, Powai, Mumbai – 400 076.

Sir,

Re: Tender No. MMD/CUSTOM/RC/2018-19 dated 11th July 2018 for “Annual Rate contract of Custom Clearing & Freight Forwarding Agents”.

I/we hereby confirm that quoted rates in Section 5- Commercial Bid (Envelope B) are not exceeding than those specified in Latest issue of IATA Tack Book.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date :

Business Address :

ANNEXURE A-5 : LIST OF EDUCATIONAL INSTITUTES HANDELED
(On Company / firm's Letterhead)

To,

Date :

Joint Registrar
Materials Management Division
Gr. Floor, Main Building,
I.I.T. Bombay, Powai, Mumbai – 400 076.

Sir,

Re: Tender No. MMD/CUSTOM/RC/2018-19 dated 11th July 2018 for “Annual Rate contract of Custom Clearing & Freight Forwarding Agents”.

I/we hereby mention following list of Educational Institutes where our firm had provided services :

Sr. No.	Name of Educational Institute	Description of Work done	Contact Person & Telephone No.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date :

Business Address :

Encl : As above

**ANNEXURE A-6 : DECLARATION FOR COMPLETION OF CONTRACTS WITH
GOVERNMENT INSTITUTES**

(On Company / firm's Letterhead)

To,

Date :

Joint Registrar
Materials Management Division
Gr. Floor, Main Building,
I.I.T. Bombay, Powai, Mumbai – 400 076.

Sir,

Re: Tender No. MMD/CUSTOM/RC/2018-19 dated 11th July 2018 for “Annual Rate contract of Custom Clearing & Freight Forwarding Agents”.

I/we hereby declare that, our firm M/s _____ was completed contract in same services with following Government Institutes/Govt. Organizations/PSU in past five 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,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date :

Business Address :

Encl : As above

ANNEXURE A-7 : DECLARATION FOR PROVIDING LOCAL SUPPORT SERVICE
(On Company / firm's Letterhead)

To,

Date :

Joint Registrar
Materials Management Division
Gr. Floor, Main Building,
I.I.T. Bombay, Powai, Mumbai – 400 076.

Sir,

Re: Tender No. MMD/CUSTOM/RC/2018-19 dated 11th July 2018 for “Annual Rate contract of Custom Clearing & Freight Forwarding Agents”.

I/we carefully gone through the Terms & Conditions as mentioned in the above referred Tender document. I/we hereby declare that I will provide **Local Support Service** to IIT Bombay.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date :

Business Address :

**ANNEXURE A-8 : DECLARATION OF ANNUAL TURNOVER AND
INCOME TAX RETURN**
(On Company / firm's Letterhead)

To,

Date :

Joint Registrar
Materials Management Division
Gr. Floor, Main Building,
I.I.T. Bombay, Powai, Mumbai – 400 076.

Sir,

Re: Tender No. MMD/CUSTOM/RC/2018-19 dated 11th July 2018 for “Annual Rate contract of Custom Clearing & Freight Forwarding Agents”.

1) I/we hereby declare that, our firm's Annual Turnover as follows, and I/we have also supported an Audited Accounts for your references :

F. Y. 2015 – 16	F. Y. 2016 – 17

And,

2) I/we hereby declare that, our firm had filed Income Tax Returns for last years i.e. 2015-16 & 2016-17. Supported by copy of ITR of two years.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date :

Business Address :

Encl : As above

ANNEXURE A- 9 : BIDDER'S INFORMATION

Details of the Bidders :		
1	Name of the Bidder	
2	Address of the Bidder	
3	Status of the Company (Public Ltd./ Pvt. Ltd.)	
4	Details of the Incorporation of the Company	Date:
		Ref. Document-
5	GSTIN No.	
6	State of GST Registration	
7	Permanent Account No. (PAN)	
8	Name & Designation of the Contact person to whom all references shall be made regarding this tender	
9	Telephone No. (with STD Code)	
10	Email Address of the contact person	
11	Fax No. (with STD Code)	
12	Website	

SECTION 7 - CHECKLIST

The following items must be checked before the Bid is submitted:

1. Envelope "A"
 - a) Demand Draft for Rs. 2,00,000/- (Rs. Two Lakh only) towards Earnest Money Deposit.
 - b) Eligibility Criteria Responses (each pages duly sealed and signed by the authorized signatory)
 - c) Annexure A1 : Declaration of Demurrage, Penalty and Insurance
Annexure A2 : Declaration Regarding Clean Track by Bidder
Annexure A3 : Declaration for Acceptance of Tender Terms and Conditions
Annexure A4 : Declaration for not exceeding IATA Rates
Annexure A5 : List of Educational Institutes Handed
Annexure A6: Declaration for completion of Contracts with Government Institutes
Annexure A7 : Declaration for providing Local Support Service
Annexure A8 : Declaration Of Annual Turnover And Income Tax Return
Annexure A9 : Bidder's Information
Annexure A10 : List of Overseas Consolidators
 - d) Copy of this Tender document duly sealed and signed by the authorized signatory on every pages.
2. Envelope "B"
 - a) Commercial Bid :

Your quotation must be submitted in two envelopes **Technical Bid (Envelope A) and Commercial Bid (Envelope B)** superscribing on both the envelopes the Tender no. and the due date and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed with our **Tender No. & Due Date.**