

REQUEST FOR PROPOSAL

for

Empanelment of Custom Clearing & Freight Forwarding Agents



Indian Institute of Technology Bombay

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SECTION 1 – INVITATION FOR BID

Tender No.	MMD/CUSTOM/2022-25
Tender Date	7 th June 2022
Item Description	Empanelment of Custom Clearing & Freight Forwarding Agents
Tender Type	Open (Advt.)
Number of Covers	Two Bid System : The tender should be submitted on the schedule with covering letter in the enclosed form duly signed. The 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 Tender No. & Due Date .
Pre-bid Meeting Date & Time	15.06.2022 at 11:00 am
Pre-Bid Meeting Place	Materials Management Division, Gr. Floor, Main Building, IIT Bombay, Powai, Mumbai 400 076.
Last date & time of submission of Tender :	28.06.2022 at 01:00 pm
Place of Submission	Materials Management Division, Gr. Floor, Main Building, IIT Bombay, Powai, Mumbai 400 076.
Opening Date & Time of tender	28.06.2022 at 03:00 pm
Place of Opening Tender	Materials Management Division, Gr. Floor, Main Building, IIT Bombay, Powai, Mumbai 400 076.
Earnest Money Deposit	Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rs. Two Lakh Only) in the form of Demand Draft in favour of ' The Registrar, IIT Bombay ' payable at Mumbai to be submitted in Technical Bid.
Any Clarification	Name : Assistant Registrar (MM) Dept : Materials Management Division ,IIT Bombay Email : tender.mmd@iitb.ac.in Contact No. : 022-2576 8800

Signing Authority	Assistant Registrar (MM)
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IIT Bombay is an Institution of Eminence (IoE) engaged in educational and research activities. Some special Research Projects sponsored by various national agencies/ ministries/ govt. depts. are also executed by the institution. A significant volume of imports pertaining to these projects as well as other institutional imports including imports under IoE are managed by IIT Bombay. IIT Bombay intends to empanel agents for clearance of our air & sea consignments from Sahar Air Cargo Complex, Mumbai & Nhava Sheva Port respectively. All the imports as stated above will 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. Approximately 80% of consignments are FCA/FOB.
4. No specific value of each consignment can be given but it could range anything between Rupees One Thousand to Rupees Ten Crores and above.
5. 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.
6. Our import is on the basis of an Open General License (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 dated 30th June 2017) for all research equipment.

Exports & Re-exports :

The Institute has to re-export the defective/wrongly dispatched items for repair and return to the foreign suppliers.

The 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. The bidder should have Certificate of Registration of firm for a minimum period of 15 years. **Copy of Certificate of Incorporation/Registration Certificate of the firm** must be enclosed in the technical bid.
2. The bidder must have Registered office situated in Mumbai for at least 5 years. **Documents to ascertain local office shall be the registered document of the title of the premises of the registered office, in the name of the company; or the notarized copy of lease / rent agreement in the name of the company.** The relevant document must be enclosed in the technical bid.
3. The bidder should have VALID **Consolidation and Custom House Agent(CHA) License** in their own name(single name). Copy of valid CHA license duly attested by the Custom Officer/ Public Notary must be enclosed in the technical bid.
4. Copy of the **PAN CARD** of the firm must be enclosed in the technical bid.
5. **GST Registration Certificate** of the firm must be enclosed in the technical bid.
6. The bidder should be a member of the **International Air Transport Association(IATA)** and the **International Federation of Freight Forwarders Associations(FIATA)**. Copy of current membership's certificates must be enclosed in the technical bid.
7. IIT Bombay will not pay any demurrage for any Ex-work, FOB, FCA, E-terms, F-terms. If demurrage and penalty are 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 bidder will provide **DEMURRAGE AND PENALTY FOR SUBMITTING LATE BILL OF ENTRY** shall be furnished. Undertaking must be enclosed in the technical bid as per format- **Annexure A1**.
8. The bidder must not be blacklisted/ suspended by any public procurement entity like govt. depts./ PSUs/ autonomous bodies. There should not be any service related disputes or legal cases pending with any organisation/ govt. depts./ banks in India or abroad. The undertaking must be enclosed in the technical bid as per format - **Annexure A2**.
9. The Bidder should accept Tender Terms & Conditions. Undertaking must be enclosed in the technical bid as per format - **Annexure A3**.
10. Experience: The bidder must have experience in its own name in the field of customs clearance, freight forwarding and consolidation related to handling advance scientific equipments, Hi-Technology instruments, consumables like reagents, highly perishable goods, dangerous and radioactive goods, etc. with at least two educational institutes like IITs, ICMR, CSIR, TIFR and Universities etc. The bidder should have experience in clearing consignments under Notification No.51/96-Customs and its subsequent amendments for a period of total five years

during last ten years. A certificate indicating successful completion of the contract should be submitted as per the enclosed format-**Annexure A4**.

11. Self-declaration towards providing **local support service** at IIT Bombay to collect documents shall be enclosed in the technical bid as per format-**Annexure A5**.
12. The bidder should have a minimum Annual Turnover of 5 crores during last two financial years i.e. F. Y. 2019-20 & F. Y. 2020-21. Details as per **Annexure A6** must be enclosed in the technical bid.
13. The bidder should have filed **ITR** for the last two years i.e. F. Y. 2019-20 & F. Y. 2020-21. Details as per **Annexure A6** (Copy of Audited Accounts to be submitted in the technical bid).
14. Bidder's Information must be duly filled and submitted in the technical bid as per format-**Annexure A7**.
15. A list of overseas consolidators must be submitted in the technical bid as per format- **Annexure A8**.

SECTION 3 – INSTRUCTIONS TO BIDDERS

1. Preparation and Submission of offers:

- a. 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.
- b. Tender should be dropped in the tender box kept in the office of the Materials Management Division. Tender should not be handed over to our staff personally unless otherwise specified. All communications are to be addressed to the undersigned only.
- c. 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.
- d. **The quotation must be submitted for both services i.e. Custom Clearing and Freight Forwarding, failing which tender will be REJECTED.**

2. Cost of Bidding:

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:

180 Days from the last date of submission of bid.

4. Amendments to Tender Document :

- a. 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 the necessary corrigendum.
- b. 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 :

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:

- a. The Technical Bid will be opened in the first instance in the presence of Dept. Technical Evaluation Committee(TEC)/MMD and representatives of the bidders at IIT Bombay.
- b. 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 and vendor's representatives subsequently for further evaluation. Date and Time of financial bid opening shall be intimated to technically

- qualified bidders only.
- c. One authorized representative of each bidder would be permitted to be present at the time of opening of the bids.
 - d. 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 :

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:

BIDDER desirous to modify their offer/terms may submit their revised/supplementary offer (s) within the 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:

- a. 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.
- b. 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.
- c. 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. Correction of Arithmetical Errors:

- a. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
 - (1) 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;
 - (2) 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
 - (3) 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.

- b. 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.

11. Evaluation of Bid:

- a. IIT Bombay will evaluate technical and commercial acceptable offers on a landed net Price basis.
- b. In case any BIDDER is silent on any clauses mentioned in this tender documents, IIT Bombay shall be construed that the BIDDER had accepted the clauses as per the invitation to tender no further claim will be entertained.
- c. 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.

12. Corrupt & Fraudulent Practices:

- a. 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, 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.

13. Communication for Non-participation of Tenders :

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 number.

14. Cancellation of Tender :

- a. Notwithstanding anything specified in this tender document, Purchaser / IIT Bombay in his sole discretion, unconditionally and without assigning any reasons, reserves the right:
 - (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 tender terms.
- b. Purchase preference to Public Sector Undertakings and MSEs wherever applicable shall be provided as per govt. policy/ guidelines.
- c. Offer which deviates from the vital conditions (as illustrated 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.

15. Delivery:

- a. Consignments will have to be delivered, as far as possible, during OFFICE HOURS (9:30 AM to 5.30 PM, Monday to Friday).
- b. 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 :

For all purposes hereafter, Indian Institute of Technology Bombay having its office at Powai, Mumbai 400 076 will be referred to as “IITB”. Similarly, bidder’s/party's name will be referred to as “Custom house Agent (CHA)”.

2. AWARD OF CONTRACT AND EMPANELMENT:

- a. The L1, L2 and L3 bidders will be empanelled for three years subject to the below conditions. Contract will be awarded to L1 bidder for a period of two years at the quoted rates. L2 and L3 bidders will be allowed to match L1 rates, and if they accept the L1 rates and terms and conditions, L2 and L3 bidders will also be awarded the contract for two years. However, the CHA work may be given to L2 and L3 at the discretion of IITB. All the rates quoted should be valid for two years and revised commercial bids will be taken for the third year from the empanelled bidders only.
- b. Contract will be awarded to only those agents providing both the services i.e. Freight forwarding and custom clearing.
- c. The empanelled agents shall abide by all the Terms & Conditions of the Tender Document.
- d. **At actual rates will not be allowed for the rates requested in the Commercial bid. If agent quotes at actual rates then such bid will be disqualified.**
- e. **Bidders are requested to quote all inclusive charges in Commercial Bid. No other charges should be quoted separately. No other charges will be paid extra.**
- f. The Performance of the empanelled agent will be reviewed annually/ half yearly during contract period and IITB reserves right to include new agents (CHA) or remove empanelled agents from contract based on performance, if necessary.
- g. IITB reserves the right to terminate the contract at any time by giving 3 months prior notice.

3. NATURE OF WORK

- a. Handling and clearing imports of all cargoes 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.
- b. 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.
- c. The successful bidder shall render all assistance to “IITB” in filing claims towards consignments short-shipped or damaged, during transit, or misplacement and non-traceable cargo at Airlines Godown/Port Trust Godown.
- d. The successful bidder shall render all services as and when necessary and as directed by IITB, and they 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.

4. VOLUME OF WORK:

IIT Bombay will not provide any guarantee with respect to the volume of work which will be entrusted to the successful bidder at anytime or throughout the period of the Contract.

5. DUTIES AND RESPONSIBILITIES OF CLEARING AGENT:

- a. 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.
- b. 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.
- c. **Inspection of packages and insurance survey:** It is incumbent on Clearing House and Forwarding Agent to carefully examine all the packages marked for customs examination of each consignment with the respective invoices and measurement/packaging list etc. If, at the time of physical examination of the consignment, any damage or loss of goods is noticed, the same shall be immediately brought to the notice of IITB and also arrange an Insurance Surveyor for surveying the consignment. Custom House Clearing and Forwarding Agent will pay fee of the Surveyor and bear expenses for carrying on the survey and the expenditure will be reimbursed to Custom House Clearing and Forwarding Agent on submission of valid receipts. The agent should ensure the packing of material in good condition before accepting the material from the supplier to avoid damages.
- d. 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.
- e. **Late filing of Bill of Entry:** 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).
- f. **Liaison with IITB:** CHA shall maintain close day-to-day liaison 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.

g. **Short landing of cargo:** 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 short landed 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.

h. **Loss/ Damage/ Misplacement of Shipments:** 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 is also required to arrange insurance cover for the consignments. CHA should quote accordingly in the commercial bid. Insurance should also cover CIF shipment (from Domestic Airport to IIT Bombay). It is mandatory to submit Insurance policy along with the bills for processing payment.** 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 authorized by IITB in writing. **IITB representative whenever necessary will associated with the Survey.**

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, specialized 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.

Where the consignment is insured by IITB apart from survey enumerated above, Insurance Survey with IITB coordination, would also be arranged by the bidder.

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.

i. **Delivery at IITB:** 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.

Where consignments are bulky and heavy, CHA will inform IITB and the Transport Carrier specified by IITB, the probable date of delivery at least 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.

Unloading and distribution of consignment(s) at the Institute will be the Agent responsibility and unloading should be made in the presence and supervision of the Institute staff. Only Insurance approved transporters i.e. the transporters should have documentations as per the approved norms of insurance company, be engaged in order to avoid any problem on occurrence of any

untoward incidence.

- j. All documents pertaining to the import consignments such as AWB/Bill of Lading, Customs Attested Invoice, Bill of Entry copies etc. should be submitted by CHA to IITB within fifteen days from the date of effecting clearance.
- k. **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 within delivery schedule.
- l. If Supplier sent consignment through DDU, the CHA has to clear the consignment.

6. MODE OF PAYMENT:

- a. GST will be as applicable.
- b. 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 to the concerned authorities.
- c. CHA will then claim the amounts, so paid, in their bills duly supported by the receipts issued by the authorities concerned.
- d. 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.
- e. The Clearing Agent will pay Customs duty upto Rs.1,50,000/- per consignment. If the customs duty exceeds beyond this limit, IITB will arrange for the payment through ICEGATE to Customs.

7. CUSTOMS DUTY & REFUND CLAIM:

- a. 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.
- b. 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.
- c. CHA shall have to clear the consignments within 24 hrs as per government norms (Airport Authority of India/Customs/ or Port Trust etc.). 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.
- d. In case of short landed and untraceable packages/cargoes, CHA shall automatically apply for refund of all charges, including Customs duty.
- e. 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.

- f. 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

- a. The rates for payment to CHA for services rendered will be paid as per Schedule of Rates under Section 5 of the Contract.
- b. Bills for the other work done will be submitted by CHA to IITB as per the terms of agreement with **documentary proof**.
- c. In respect of all CHA's bills, 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:

- a. 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.
- b. No interest shall be payable by IITB to the CHA on Earnest Money for the period of contract.
- c. Bidders registered with any of the following agencies/ bodies as per Public procurement policy for Micro & Small Enterprises (MSE) order 2012 are exempted categories from payment of EMD provided that the registration certificate issued by any one of these below mentioned agencies must be valid as on close date of tender. Micro small or medium enterprises who have applied for registration or renewal of registration with any of these agencies/bodies but have not obtained the valid certificate as on close date of tender are not eligible for exemption.
 - i. Khadi and Village Industries Commission (KVIC)
 - ii. National Small Industries Corporation (NSIC)
 - iii. Any other body specified by Ministry of MSME/GOI
- d. Earnest Money Deposit of unsuccessful bidders will be returned within 30 days after the award of the contract.
- e. 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.
- f. 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.

10. MAINTENANCE OF RECORDS, SUBMISSION OF STATEMENTS ETC.

- a. CHA shall maintain the record of consignments handled by them and any other record according to the instructions of IITB from time to time.
- b. A register giving full particulars of consignments entrusted to CHA for import clearance, cleared

and dispatched/delivered shall be maintained and made readily available to IITB.

- c. 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:

- a. 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.
- b. The CHA 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.
- c. In the case of strikes/riots/fire/civil commotions etc. in and around Mumbai Sea Port/Airport causing disputes/stoppage of work, CHA 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 CHA which will be considered on merits.
- d. 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 CHA on their own shall not be recognised.
- e. 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. PERCENTAGE OF DISCOUNT ON IATA RATES**

Sr. No.	Description	%
1	Percentage of Discount on IATA rates (irrespective of weight slabs)	

Note:

- a. A copy of IATA TACT book is to be submitted to IITB every six months.
- b. Rates quoted are for FCA/FOB shipments. All terminal charges, screening, handling charges payable to airline/shipping line at origin will be additional. In case of any shipment on EXW basis, prior approval shall be taken for pick-up charges which will be payable on actual basis.
- c. Rate/ discount quoted above is only on basic air freight charge. Other surcharges vis a vis Fuel/Security surcharge/ Hazardous cargo surcharge (Dangerous goods surcharge) will be paid at actual.
- d. Airline D.O. charges/ Break bulk fee per HAWB shall be paid at actual. Charges collect fee (CCF) shall be paid as per IATA rules.
- e. Air freight rates for Over dimensional cargo/ Dangerous goods/ Perishable/ Back to back cargo will be at actuals. DG fee wherever applicable will be at actual payment made to airline as per supporting MAWB copy.
- f. Insurance survey, if required, shall be arranged and charges for the same shall be reimbursed at actual as per surveyor bill.
- g. Exchange rate applicable will be SBI T/T selling rate as on date of arrival of shipment at Mumbai airport.

II. CLEARANCE CHARGES**A. Air Consignment**

(Including Agency Charges, Transportation Charges, Packing & Repacking, Loading at port & Unloading at IIT Bombay site/lab/location, Crane/Forklift Charges, labor charges, handling fee, Terminal Charges, Airline/Forwarders DO and all other charges. Goods & Service Tax (GST) & any other government taxes enforced by the Government will be paid at actuals)

Sr. No.	Weight Slabs	Value in INR
1	Upto 10 kg	
2	11 to 50 Kg	
3	51 to 100 Kg	
4	101 to 250 Kg	
5	251 to 500 Kg	
6	Above 500 Kg (Per kg rate)	

B. Sea Consignment

(Including Agency Charges, Transportation Charges, Packing & Repacking, Loading at port & Unloading at IITB site/lab/location, Crane/Forklift Charges, labor charges, handling fee, Terminal Charges, Shipping line DO, CFS charges and all other charges. Goods & Service Tax (GST) & any other government taxes enforced by the Government will be paid at actuals)

Sr. No.	Description of charges	Value In INR
	From Mumbai Port/Nhava Sheva	
1	Up to 2 MT vehicle carrying capacity	
2	Up to 7 MT vehicle carrying capacity	
3	Up to 9 MT vehicle carrying capacity	
4	20 FT vehicle carrying capacity (returnable basis)	
5	40 FT vehicle carrying capacity (returnable basis)	

III. INSURANCE CHARGES

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

Note:

- a. **Any deviation in Commercial Bid will not be accepted.**
- b. **For Exports, rates quoted for Air Freight Charges will be considered.**
- c. Consignments will have to be delivered, as far as possible, during OFFICE HOURS (9:30 AM to 5.30 PM, Monday to Friday)
- d. 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.
- e. 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.

CRITERIA FOR CALCULATION OF L1

Each bidder, depending upon his quoted rates will be given marks as per the below-mentioned criteria. Bidder with maximum total marks shall be selected.

Sr. No.	Category	Maximum Marks	Criteria for calculating marks
1	Percentage of discount on IATA rates	50	Bidder with highest discount percentage will get maximum marks. Rest of the bidders will be given marks proportionately depending upon their respective discount percentage. Marks = (Bidder's percentage/ Highest percentage)*Max marks
2	Clearance charges(Air Consignment)	Upto 10 kg	Bidder with lowest rate/percentage will get maximum marks. Rest of the bidders will be given marks proportionately depending upon their respective rate/percentage. Marks = (Lowest rate/Bidder's rate)*Max marks
3		11 to 50 Kg	
4		51 to 100 Kg	
5		101 to 250 Kg	
6		251 to 500 Kg	
7	Above 500 Kg (Per kg rate)	5	For Insurance charges, Marks=(Lowest percentage/Bidder's percentage)*Max marks
8	Insurance charges in % of Purchase Order Value/Export Invoice Value	5	
Maximum Total Marks		100	

SECTION 6 – ANNEXURES

ANNEXURE A-1 – DECLARATION OF DEMURRAGE, PENALTY AND INSURANCE

(On Company / firm's Letterhead)

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

Date :

Sir,

Re: Tender No. MMD/CUSTOM/2022-25 dated 7th June 2022 for “Empanelment 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,
Assistant Registrar
Materials Management Division
Gr. Floor, Main Building,
I.I.T. Bombay, Powai, Mumbai – 400 076.

Date :

Sir,

Re: Tender No. MMD/CUSTOM/2022-25 dated 7th June 2022 for “Empanelment 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,
Assistant Registrar
Materials Management Division
Gr. Floor, Main Building,
I.I.T. Bombay, Powai, Mumbai – 400 076.

Date :

Sir,

Re: Tender No. MMD/CUSTOM/2022-25 dated 7th June 2022 for “Empanelment 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 REGARDING COMPLETION OF CONTRACTS
(On Company / firm's Letterhead)

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

Date :

Sir,

Re: Tender No. MMD/CUSTOM/2022-25 dated 7th June 2022 for “Empanelment of Custom Clearing & Freight Forwarding Agents”.

I/we hereby declare that, our firm M/s _____ was completed contract in same services with following institutes/organizations (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-5 : DECLARATION FOR PROVIDING LOCAL SUPPORT SERVICE
(On Company / firm's Letterhead)

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

Date :

Sir,

Re: Tender No. MMD/CUSTOM/2022-25 dated 7th June 2022 for “Empanelment 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-6 : DECLARATION OF ANNUAL TURNOVER AND
INCOME TAX RETURN**

(On Company / firm's Letterhead)

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

Date :

Sir,

Re: Tender No. MMD/CUSTOM/2022-25 dated 7th June 2022 for “Empanelment 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. 2019 – 20	F. Y. 2020 – 21

And,

2) I/we hereby declare that, our firm had filed Income Tax Returns for last years i.e. 2019-20 & 2020-21. 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-7 : BIDDER'S INFORMATION

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

ANNEXURE A-8 : LIST OF OVERSEAS CONSOLIDATORS
(On Company / firm's Letterhead)

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

Date :

Sir,

Re: Tender No. MMD/CUSTOM/2022-25 dated 7th June 2022 for “Empanelment of Custom Clearing & Freight Forwarding Agents”.

I/we hereby mention the following List of Overseas Consolidators with our firm :

Sr. No.	Name of Overseas Consolidators	Address of Overseas Consolidators with country name	Name of Contact Person	Tel No., Fax No. & Email ID

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date :

Business Address :

Encl : As above

ANNEXURE A-9 : 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 regarding Completion of Contracts
Annexure A5: Declaration for providing Local Support Service
Annexure A6 : Declaration of Annual Turnover And Income Tax Return
Annexure A7 : Bidder's Information
Annexure A8 : 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 **Tender No. & Due Date.**