

INDIAN INSTITUTE OF TECHNOLOGY INDORE



**Notice Inviting Tender
for
End to End Solution for Custom Clearance,
Forwarding, consolidation, Insurance, Multimodal
Logistics and Allied Services for Import & Export of
Goods through Clearing & Forwarding Agent (CFA)
& Comprehensive Service Provider (CSP)**

**Materials Management Section
IIT Indore
Workshop Building, Simrol
Khandwa Road, Indore- 453552
Tel.: 0732-4306958, Email: mms@iiti.ac.in
Website: www.iiti.ac.in**



भारतीय प्रौद्योगिकी संस्थान इन्दौर
सिमरोल, खंडवा रोड, इन्दौर, भारत, पिन - 453 552

Indian Institute of Technology Indore
Simrol, Khandwa Road, Indore, India, PIN - 453 552

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IIT Indore

TENDER NOTICE

Sealed tenders on behalf of IIT Indore are invited for the “**End to End Solution for Custom Clearance, Forwarding, consolidation, Insurance, Multimodal Logistics and Allied Services for Import & Export of Goods**” through **Clearing & Forwarding Agent (CFA) & Comprehensive Service Provider (CSP)** from the parties dealing with Custom Clearance, Import & Export Handling and International Freight Forwarding under Consolidation.

IITI is interested in engaging the services of a competent, reliable, experienced and efficient Clearing & Forwarding Agent/Comprehensive Service Provider, for offering a fully integrated solution package that covers freight forwarding, consolidation, insurance (If required), customs clearance, delivery and allied services for a period of **One Year**, on annual renewal basis subject to satisfactory performance in handling IITI’s logistic activities.

IITI is an educational and research Institution. Some special Research Projects sponsored by various national/international agencies are also managed by us, for which Items, Equipments, Consumables, Samples are imported which are also to be included in the proposed Contract.

Bidders are requested to download the Tender Document from IIT Indore website i.e. http://www.iiti.ac.in/tender_mms.php and from CPP Portals <https://eprocure.gov.in/epublish/app>.

IITI reserves the right to: a) not bind himself to accept the lowest or any tender, b) accept the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted, c) reject any or all the tenders without assigning any reason whatsoever;. Canvassing in connection with tender/quotation is strictly prohibited. In case any document produced in support of eligibility criteria turns out to be not genuine, EMD stands automatically forfeited, before award of work or during the period of the contract

Dy. Registrar (MM)

Schedule of Requirements

<u>Description</u>	<u>Details</u>
Tender Type	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 super scribing on both the envelopes the NIT 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 super scribed with our NIT No. & Due Date
Submission of Queries for Prebid meeting	December 18, 2017 at 01.00 PM Prebid Query format is attached as Annexure- III
Prebid cum Presentations by Prospective bidders #	December 20, 2017 at 02.30 PM Note: All the prospective bidders are requested to attend the prebid meeting.
Last date for receipt of tender	December 26, 2017 upto 3.00 PM
Opening of Part I of the tenders	December 26, 2017 at 3.30 PM
Place of Submission of Tender document	Tender Box, Materials Management Section, IIT Indore, Workshop Building, Simrol, Khandwa Road, Indore- 453552
Earnest Money Deposit (EMD)/ Bid Security(BS) Amount	Earnest money deposit of ₹ 1,50,000.00 (Rupees One Lakh Fifty Thousand Only) is to be submitted via online. The link for online EMD submission is http://deposit.iiti.ac.in/mms EMD in any other form will not be accepted. Tenders received without valid EMD stand automatically rejected. EMD should be kept in a TECHNICAL BID ONLY. EMD to be submitted as per schedule of requirement. In respect of the successful bidder, this EMD will be returned on receipt of Security Deposit. EMD submitted by other bidders will be returned after finalization of the contract.
Security Deposit	For due performance of his/their obligations under the contract, during the validity, the successful tenderers shall have to deposit ₹ 2,00,000.00 (Rupees Two Lakhs Only) as Security Deposit which will be free of interest, immediately after commencement of the contract. This security deposit is to be furnished in the form of Bank Guarantee as per the format furnished by the Institute from any of the Nationalized Banks or SBI or from any one of the scheduled banks.

	The security deposit will be forfeited in case of breach of contract. After successful completion of the contract, the security deposit will be refunded within 60 days after adjusting dues if any to the IITI from the Contractor. Format of PBG is attached as Annexure- IV.
Contract Period	One Year from the date of award of the contract which may be extended further against performance review.
Tender Validity	The bids submitted by the firm should be valid for 180 days
Contact Person	Dy. Registrar (MM), Indian Institute of Technology Indore Khandwa Road, Simrol, Indore- 453552 Email: mms@iiti.ac.in

Note:

1. The prebid report will be uploaded on the website and the same will be a part of the tender document.
2. All the details/document pertaining to the NIT such as tender document, pre-bid report, corrigendum and any further updates will be available only on our website and also at Central Public Procurement Portal.
3. IIT Indore shall not be responsible for non-receipt or delay of the Tender Documents due to postal delay/loss in transit or any other reasons. **For any issues related to tender please contact Material Management Section, Tel: 0732-4306958 Email: mms@iiti.ac.in**

INSTRUCTION TO BIDDERS (ITB):

1. Submission of tender: Tender should be submitted in two parts.
 - a) Part I should consist of all the technical details including their previous experience, scope of work, technical details & documents as mentioned in Technical Bid attached as **Annexure I**, details of trained manpower, foreign consolidators list, online reference of EMD, all the declarations mentioned in NIT.
 - b) Part II should contain only the price/rate schedule as **Annexure- II**
2. Envelopes: Signed and sealed Part I and Part II should be kept in separate sealed covers. All the two covers should be kept in a big single sealed cover super-scribed as "End to End Solution for Custom Clearance, Forwarding, consolidation, Insurance, Multimodal Logistics and Allied Services for Import & Export of Goods through Clearing & Forwarding Agent (CFA) & Comprehensive Service Provider (CSP)"
3. Failure to comply with this instruction renders the tender/bid automatically disqualified.
4. The tenderer should read the 'General Terms and Conditions', Scope of Work, the entire NIT annexed hereto and give their acceptance.
5. Failure to fulfill any of the conditions laid down renders the tender invalid.
6. IITI may adopt weightage or/and any other method for evaluation of the technical bids to rank the offers prior to opening the price bid. The ratio of the technical and price bid shall be 60:40.

(On Company/Service Providers Letter Head)ANNEXURE- ITECHNICAL BID

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

Sl. No.	Requirements	Compliance Yes/No	Documentary evidence at Page No.-
1.	Copy of valid CFA/CSP License and other essential licenses for custom clearance. <u>Freight forwarding offers through third party etc. will not be accepted</u>		
2.	Copy of the PAN CARD		
3.	Copy of GST Registration		
4.	The CFA/CSP should have Certificate of Registration of firm for a minimum period of 10 years Certificate of Incorporation/Registration Certificate of the CFA/CSP to be attached		
5.	Registration with shipping line: CFA/CSP must also a member of MTO (Multimodal Transportation Organizations registered with Shipping Corporation of India). (Copy of registration certificate to be attached)		
6.	Certificate of registration of firm & detail of partners.		
7.	Location of CFA/CSP: Most of the consignments will be shipped to and cleared in Mumbai/Delhi Airport; therefore the firm must have customs clearance operations in Mumbai/Delhi during at least past ten years. CFA/CSP must also have clearing operations in Delhi, Chennai, Kolkata and Bangalore also as some shipments may be required to be cleared from these cities. CFA/CSP should have facilities to also undertake clearance and delivery of post parcels as and when required by IITI.		
8.	An undertaking to the effect that the CFA/CSP will provide DEMURRAGE FREE SERVICE to IIT Indore for any EX-WORKS, FOB,FCA, CIP, CIF or FORD(AS per Incoterms 2010) terms even if delay is on part of IITI. And no request for demurrage and ground rent shall be entertained in any case. (Annexure- A)		
9.	FIATA/IATA membership- Document to be submitted with validity.		
10.	Experience: The CFA/CSP must have experience in its own name in the field of customs clearance, forwarding and consolidation relating to Hi-Technology Equipments, Consumables like reagents, highly perishables, dangerous and radioactive goods, etc. in any similar Educational or R&D Institution like IIT, ICMR, CSIR, ICAR and University etc., during the last TEN years , especially clearing consignments under Notification No.51/96-Cus and its subsequent amendments.		
11.	Annual turnover of the company must be above Rs.05 Crores (Five Crores) . Certified copies of Balance Sheet, Profit and Loss statement, Assets and Liability statement from CA must be enclosed for last 03 financial years.		

12.	List of educational and Research institutes handled during the 05(Five) years with their name, telephone no. and the contact person. (Annexure- B). CFA/CSF should submit the latest certificate regarding performance from at least two organizations.		
13.	Declaration towards providing local support service at Indore/Mumbai/Delhi to collect documents and DD's for speedy clearance.		
14.	Certificates of successful running/completion of the contracts for the said services with at least three Govt. Institutes/organizations during the last 05(Five) years. These certificates must bear the name and telephone nos. of the authorized signatory.		
15.	List of overseas consolidators as (Annexure- C)		
16.	Copy of IATA rates chart (Latest) and declaration of not exceeding IATA rate as (Annexure- D)		
17.	CFA/CSP must not be blacklisted/ Suspended or any serves related dispute with any organization. CFA/CSP should not have been blacklisted/ suspended or any other services related dispute with any other Govt. organizations. An affidavit (Notary) to this effect should be enclosed. Non-disclosure of such information will result in termination of the tender without any notice, imposition of penalty to the extent of damage incurred during the subsistence of contract, and also recovery of the outstanding amount.		
18.	The CFA/CSP should have submitted filed ITR for last three years i.e. F. Y. 2013-14, 2014-15 and 2015-16 (Copy of Audited Accounts to be submitted.)		
19.	Signed copy of Tender Document/NIT towards acceptance of the terms & conditions/ Scope of Work etc. of the NIT.		

NOTE: TENDER DOCUMENT SUBMITTED BY THE AGENCY SERVICE PROVIDER SHOULD BE SERIAL NUMBERED AND THE SAME SHOULD BE REFERRED ABOVE. THE TOTAL PAGES OF THE BID SHOULD BE MENTIONED AT THE FIRST PAGE OF THE BID.

Signature

Name of Agency/Service Provider

Seal

SCOPE OF WORK- DUTIES AND RESPONSIBILITIES
OF
CLEARING & FORWARDING AGENT/COMPREHENSIVE SERVICE PROVIDER:

A. IMPORTS:

1. Instructions for clearance will be issued by IITI giving particulars of the cargos to be cleared, name of the steamer /AWB details, Postal Parcel number, Customs Call notice and place of delivery or dispatch details along with all the relevant dispatch documents via email and hardcopy.
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, CFA/CSP will prepare the Bill of Entry and all the necessary papers and file the same with Customs and Port Trust/Airport authorities/Foreign Post Office for expeditious clearance of the consignment. If the particulars relating to the cargo furnished in the instructions are not sufficient CFA/CSP 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, CFA/CSP will execute, at the cost of IITI, the necessary Indemnity bond or guarantee or other documents as may be necessary for immediate clearance and obtain delivery of the cargos in the shortest possible time.
3. CFA/CSP shall be fully responsible for the finalization of the Bills of Entry from the time they are filed with the Customs, Bills of Entry assessed provisionally should be finalized within three days from the date of clearance and any hold up for want of documents etc. for such finalization should be promptly brought to the notice of IITI.
4. CFA/CSP shall maintain close day-to-day liaisoning with IITI with regard to the processing of the Bill of Entry, CFA/CSP shall get done any amendments required for Marks and Numbers on Bill of Entry. Regarding finalization, any difficulty experienced by CFA/CSP or any queries raised by Customs requiring clarifications by IITI, should be immediately brought to the notice of IITI. 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 IITI informed of the action and subsequent progress.
5. Whenever any short landing of cargo is noticed, CFA/CSP 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/Post Office agents with necessary documents within the prescribed time. If landing charges/Customs duty in respect of short landed packages/bundles/cargos has already been paid, CFA/CSP shall automatically apply for refund of proportionate/whole landing charges and/or Customs duty and the matter will be perused by CFA/CSP, till the claim is finally settled. CFA/CSP will have to make good to IITI any loss incurred due to negligence or failure on their part to take any of the above actions.
6. It is incumbent on CFA/CSP to examine carefully all packages of each consignment landed from Steamer/Aircraft/Post Office with the respective Invoices and measurement /Packing list and whenever, during landing/unloading or clearance or at the time of delivery, any damages or loss of goods or discrepancies are noticed, CFA/CSP shall inform IITI and promptly apply for survey to the Port Authorities/Steamer Agents/Airline/Post Office agents, as the case may be, within the prescribed time limit and peruse action to obtain Survey Report and lodge the claim for obtaining compensation for the damage/losses. IITI representative whenever necessary should be associated with the Survey. CFA/CSP will be responsible to obtain proper Survey Reports correlating correct documents/items to the relevant cases and ensure that the damaged packages are properly repacked in the presence of IITI representative before dispatch to final destination. CFA/CSP will not dispatch, without repacking, any packages/consignments unless otherwise authorized by IITI in writing.

7. Where cargos have landed from Steamer/Aircraft/Post Office, but are subsequently not traceable /missing in the godowns, CFA/CSP shall be required to file "Not found" Notice with the Port authorities within the statutory period. The Steamer/Airline/ Postal Agents should also be notified simultaneously. When CFA/CSP are unable to locate such "Not found" cargos within a week, CFA/CSP shall employ with IITI's consent and cost, specialized firms for locating such cargos in the godown. If the cargos are found later with damages/losses/discrepancies, Airline/Postal surveys and arrange for repacking as enumerated in relevant clause. If the cargos are not found within three months, CFA/CSP shall automatically apply for refund of proportionate/whole landing charges and/or Customs duty, if already paid, and the matter will be perused by CFA/CSP till the claim is finally settled.
8. Where the consignment is insured by IITI apart from survey, Insurance Survey with IITI coordination would also be arranged.
9. After obtaining delivery, CFA/CSP will either move the cargos to CFA/CSP's godown or deliver the same to IITI Materials Management Division at Indore through appropriate Transport Carrier and obtain receipt for having safely delivered.
10. CFA/CSP will be responsible for all losses or damages to cargos, direct or consequential for negligence or failure to exercise due care in the matter of dispatch/ delivery of the cargo, CFA/CSP shall be held responsible in case delivery/dispatch is effected wrongly, i.e. contrary to IITI instructions and for all losses or damages to the cargo or in fruituous expenditure, direct or consequential, as a result thereof.
11. Where consignments are bulky (ODC) and heavy, CFA/CSP will inform IITI and the probable date of delivery at least a day or two in advance, so that the space can be made available.
12. All documents pertaining to the import consignments such as AWB/Bill of Lading, Customs Attested Invoice, Bill of Entry 03 copies (Duplicate, Triplicate and Quadruplicate) etc. should be returned by CFA/CSP to IITI within fifteen days from the date of effecting clearance. CFA/CSP should forward the scan copy of Bill of Entry immediately after filing of BE.
13. Follow-up of Shipments: Copy of the order placed by IITI on foreign supplier will be forwarded to CFA/CSP. It is the sole responsibility of the CFA/CSP to follow up the matter with its foreign associates and foreign supplier to ship the goods with in delivery schedule.
14. If Supplier sends consignment through DDU, the CFA/CSP has to clear the consignment by coordinating with IITI.

B. MODE OF PAYMENT:

1. IITI will arrange to pay advance for the amount exceeding Rs.2,00,000/- for custom duty. CFA/CSP 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.2,00,000/- per consignment to the concerned authorities before clearance of the cargos.
2. CFA/CSP will then claim the amounts, so paid, in their bills duly supported by the receipts issued by the authorities concerned, CFA/CSP will ask for advance for amount above Rs.2,00,000.00 for Customs duty and Rs. 1,00,000.00 for Freight charges and the same shall be given by IITI. Necessary payment receipt should be promptly submitted by CFA/CSP in settlement of advances.

C. CUSTOMS DUTY & REFUND CLAIM:

1. IITI is entitled for concessional Customs duty as per notification No.51/96 dt.23.7.96 issued by the Ministry of Finance, Govt of India, Delhi. IIT Indore shall provide all documents necessary as per this notification.
2. CFA/CSP 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 360hrs i.e. 15 days, provided all the documents in original are given to CFA/CSP well in time. In case of any delay beyond CFA/CSP's control, CFA/CSP shall have to give detailed justifications as to why consignments could not be cleared in time.
3. In case of short landed and untraceable packages/cargos, CFA/CSP shall automatically apply for refund of all charges, including Customs duty.
4. In case of freight charges, CFA/CSP 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.

D. SUBMISSION OF BILLS FOR PAYMENT

1. The rates for payment to CFA/CSP for services rendered will be paid as per Schedule of Rates under the Contract.
2. **Submission of bills:** CFA/CSP shall tender pre-receipted bills once in every week for service provided to IITI. Bill should be in letter-head of CFA/CSP and in the format prescribed by IITI. A checklist and documents in support of various Charges indicated in the bill should accompany each bill. Any bill not accompanied by checklist and one or more documents will not be received in IITI. Personnel authorized by IITI will acknowledge receipt of the bills after due verification of enclosures. Bills that are returned to CFA/CSP on account of deficiencies will contain remarks about deficiencies. **Incidence of storage charges attributed to oral/verbal queries of customs authorities shall not be claimed by CFA/CSP.**
3. **Payment of bills:** IITI shall make every effort to examine and arrange payment of bills within 30 to 45 days of receipt. However, delay in settlement of payments shall not be accepted as valid ground for CFA/CSP to delay clearance of consignments and/or make any advance payment to CFA/CSP. It is clearly and specifically understood that storage charges incurred on account of delay in clearance of consignments on grounds of delay in payment of bills on the part of IITI, will have to be borne by CFA/CSP. All the bills will be admitted by IITI only for the sums entitled under this contract.
4. In case of advance payment the adjustment bill must be submitted within 30 days alongwith all documents failing which IITI will adjust the amount against bills due for payment.

E. MAINTENANCE OF RECORDS, SUBMISSION OF STATEMENTS ETC.

1. CFA/CSP shall maintain the following register and any other record according to instructions of the IITI from time to time. A register giving full particulars of consignments entrusted to CFA/CSP for import clearance, cleared and dispatched / delivered.
2. CFA/CSP will have to furnish to IITI Monthly Progress Report giving details such as
 - i. Our Purchase order Number reference
 - ii. Brief description of item and quantity
 - iii. Airway Bill No.
 - iv. Date when documents are handed over to CFA/CSP and date of landing in Mumbai
 - v. Date of clearance and delivery to IITI
 - vi. Remarks; in case of inordinate delay in clearing the consignment, the reason for the same.

F. GENERAL:-

1. CFA/CSP should keep track of notification issued by customs authority regarding clearance/forwarding/filling of BE etc.
2. As per notification no. 26/2017-Custom (N.T) dated 31/03/2017, CFA/CSP should keep the documents ready for filling BE prior to the dispatch of the consignment to avoid any penalty charges.
3. CFA/CSP will have to arrange complete clearance and dispatch of cargos for imports for which instructions/documents have been issued to CFA/CSP up to and including last date of contract including finalization of all Customs and Port formalities relating to Vessels/Aircraft/Post Office arrived or landed or sailed on last date of contract. Payment will be made upto the point of completion of all outstanding/assigned work in terms of the Contract.
4. The CFA/CSP shall be fully conversant with the relevant provisions of the carriage of goods by Sea/Air/ Postal 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 IITI are fully protected in the clearance of cargos entrusted to them.
5. In the case of strikes/riots/fire/civil commotions etc. in and around Mumbai Sea Port/Airport causing disputes/stoppage of work, CFA/CSP 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 CFA/CSP which may be considered on merits.
6. For the purpose of operation of this Contract, only the holidays as observed by Port Trust/Airport and Customs authorities shall be recognized as closed holidays of CFA/CSP and all other holidays declared by CFA/CSP on your own shall not be recognized. The institute holidays are to be referred for delivery of perishables, volatile and delicate items.
7. IITI 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 Indore only.

SCOPE OF THE CONTRACT SHALL BE AS UNDER:

1. **Customs clearance of imported consignments from IAAI/ICD/Foreign Post Office at Navi Mumbai/ICD-Mumbai/Sea port Mumbai/Delhi.**
 - Custom Clearance of the consignment including all the stages of customs clearance. Obtaining Non-delivery certificate/short landing certificate in case the materials are short delivered by IAAI or airlines and lodging of claims with them immediately on behalf of IIT Indore.
 - Arranging insurance survey at **airport/IAAI/ICD Mumbai in case of reported damages /shortage to the consignment or partial delivery certificate.**
 - Immediate delivery of consignment at IIT Indore after custom clearance preferably within 02 days from the date of clearance of the consignment.
 - Any other job in connection with the clearance of goods like customs clearance of IPP parcels from customs/foreign post office, New Mumbai/Delhi.
2. **Consolidation of the consignments being imported from throughout the world:**

- Complete monitoring and supervision of the movement from date of order Letter of Credit and regular feedback on the progress of order to IIT Indore. In case the same is not received before landing of the consignment, the delay in clearance will be on the part of the clearing agent. No demurrage shall be paid by IIT Indore.
- To provide timely information (pre-alert) regarding dispatch and other relevant information to IIT Indore.
- Transportation of special projects materials voluminous and heavy packages, radioactive, sensitive and hazardous materials.
- Any other service needed regarding consolidation from time to time.

3. Exports to various countries

- Export of defective/damaged items to the countries of import. For this purpose, permission from Reserve Bank of India, packing, repacking, transportation, arranging Insurance Survey, Customs formalities, loading & unloading operations etc. are to be arranged by the CFA/CSP.
- Export of consignment imported temporarily for inter comparison of standard & other purposes.
- Export of items for repair, calibrations and other scientific work.
- CFA/CSP may submit export quotation as mentioned in Price Bid.

4. Re-export and Re-import: CFA/CSP may be required to export certain items for repairs or replacement, which may be re-imported after repair. CFA/CSP should undertake completion of all the formalities with the customs authorities for this purpose.

5. Excess Remittance of Customs Duty: CFA/CSP is required to actively follow-up cases of recovery of excess duty, if any, paid to customs.

GENERAL TERMS & CONDITIONS

1. **Special Arrangements for Perishable Consignments:** In case where the consignments are highly perishable in nature, CFA/CSP will have to arrange dry-ice stuffing (including procurement and filling-up) of the consignments at the storage place at the airport/post office on its arrival and till their clearance and delivery at IITI. CFA/CSP has to get Perishable/dangerous consignments cleared within 24 hours of arrival and deliver them at IITI at the earliest possible time, after clearance. In case, perishable consignment is damaged on account of insufficient dry ice during storage, clearance or transportation, CFA/CSP will be held responsible for the damage and the loss will be recovered from the payments due.
2. **Earnest Money deposit:** EMD is to be submitted online by visiting to the link: <http://deposit.iiti.ac.in/mms/> (Bids received without EMD will be rejected). Earnest Money Deposit (EMD / Bid Security (BS) has to be submitted by bidders except those who are registered with
 - I.) Central Purchase Organization (CPO) i.e. DGS & D.
 - II.) National Small Industries Corporation (NSIC). However, this certificate should be for manufacturing of the item indented and not for selling items manufactured by other firms. The NSIC should be valid for a period of six months (180 days) beyond the Bid validity.
 - III.) Concerned Ministry / Department.
 - IV.) Startups as recognized by Department of Industrial Policy & Promotion (DIPP).

No interest will be payable by the Purchaser on the Earnest Money Deposit. The earnest money of all the unsuccessful tenderers will be returned to them at the earliest. The Earnest Money of successful bidder shall be returned on receipt of Performance Security. If the successful bidder fails to furnish the performance security or fails to supply the item as per Purchase Order (PO) terms and conditions within stipulated period, the earnest money shall be liable to be forfeited by IIT Indore. EMD of unsuccessful bidders will be returned/ refunded after the institute takes final decision to award the contract.

3. **Efficiency Rating of CFA/CSP:** IITI's yardstick for judging the efficiency of CFA/CSP will be as follows:
 - a) Minimizing/Altogether eliminating payment of storage Charges for duration beyond free time. (Demurrage free consignment)
 - b) Coordinating with customs / carrier and obtaining Cargo Arrival Notice (CAN) within a day and forwarding CAN to MMS.
 - c) Expeditious clearance and delivery of consignments to IITI after receipt of all the documents from IITI.
 - d) Fulfillment of the eligibility criteria mentioned earlier.
 - e) Rates quoted corresponding to market price for similar task/service.
4. **Maximum Amount of Freight:** CFA/CSP should indicate in the price bid, the maximum amount of freight for a single consignment that CFA/CSP can pay on behalf of IITI and get it reimbursed from IITI through the bills after clearance and receipt of consignments at IITI. (To be indicated in price bid only).
5. **Maximum Amount of Customs Duty:** CFA/CSP should indicate in the price bid, the maximum amount of Custom duty for a single consignment that CFA/CSP can pay on behalf of IITI and get it reimbursed from IITI through the bills after clearance and receipt of consignments at IITI. (To be indicated in price bid only).
6. **General Services:** IITI expects that CFA/CSP should have good reputation in the market, must have good rapport with the custom authorities to avoid/minimize delay in custom clearance, and not refer petty matters to IITI.

7. **Other Charges/Levies:** All statutory Charges/levies not mentioned in the format of rates etc. will only be paid/reimbursed on the production of the receipts / vouchers for the same.
8. **CIF/CIP Shipments:** Many orders are placed with foreign suppliers on CIF/CIP basis. CFA/CSP shall arrange to liaise with the supplier / carrier for clearance and delivery of consignments at IITI.
9. **FCA/FOB Shipments:** Purchase Orders are also placed with foreign suppliers on FOB / FCA basis. CFA/CSP's console airfreight rates must be based on FOB / FCA shipments i.e. from shipping Airports in the exporting country to Mumbai Airport. Inland handling / forwarding Charges in the exporting country will not be separately payable by IITI.
10. **EX-WORKS Shipments:** In case the foreign supplier agrees to supply the goods on Ex-works basis only, CFA/CSP shall arrange collection and shipment of the consignment from the foreign supplier to IIT Indore. Inland handling / forwarding Charges in the exporting country will be reimbursed by IITI.
11. **Follow-Up of Shipments:** Copy of the order placed by IITI on foreign supplier will be forwarded to CFA/CSP. It is the sole responsibility of the CFA/CSP to follow up the matter with its foreign associates and foreign supplier to ship the goods within delivery schedule.
12. **Forwarding/Consolidation Facilities Abroad:** CFA/CSP should have network of cargo forwarding / consolidating agents in at least 15 countries like **USA, UK, Germany, Japan, France, Switzerland, Hong Kong, Canada, Norway, Sweden, Austria, Ireland, Singapore, Australia, Denmark, Italy, The Netherlands (Holland) etc.** Rates for forwarding / consolidation should be specified with reference to the Air India - IATA rates from respective countries of import to Indore / Chennai airport. Where Air India flights are not available then IATA rates of the national airline of that country would be considered. Consignment will be required to be shipped in the first available consol of any airline. Under no circumstances should these rates exceed than those specified in latest issue of the IATA Tact Book. CFA/CSP should submit an undertaking to this effect on its letterhead.
13. **Inspection Facility:** CFA/CSP shall, if required by IITI, carry out or arrange to carry out inspection (arrangement of third party inspection reports) of the ordered material at the country/port of shipment/supplier's premises and also inspection of the packing/labeling/markings etc. (as per international packing standards & norms).
14. **Custody of Consignments:** Safe custody of consignments cleared is the responsibility of CFA/CSP till they are delivered to IITI. CFA/CSP has to assist in processing and liaison of claim(s), if any, lodged by IITI in the event of any damage, etc., if required and specifically ordered.
15. **Short landing:** Whenever any Short landing Cargo is noticed, **CFA/CSP shall file "Not found" or "Not traceable" notice with the Airport Authorities, obtain 'Not Traceable Certificate', and also lodge formal claim with the Airport Authorities/airlines** concerned with all necessary documents under intimation to IITI.
16. **Inspection of packages and insurance survey:** It is incumbent on CFA/CSP 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 IITI and also arrange an Insurance

Surveyor for surveying the consignment. CFA/CSP will pay fee of the Surveyor and bear expenses for carrying on the survey and the expenditure will be reimbursed to CFA/CSP on submission of valid receipts.

17. Liaison and Co-Ordination With IITI:

- a) CFA/CSP shall maintain close liaison regularly with IITI.
- b) CFA/CSP shall take immediate steps for finalization of the Bill of Entry from time to time and shall see that they are filed with the customs authorities.
- c) CFA/CSP shall arrange one of its employees to be in contact with concerned staff of Purchase Department of IITI. The representative of CFA/CSP shall make all necessary arrangements in advance for proper handling and delivery of consignments at the destination/site for installation.

18. Delay in Filing Documents: CFA/CSP shall be responsible for any delay in filing Bill of Entry with customs authority and/or not notifying IITI of discrepancy, if any, in the documents. **The demurrage charges (other than handling charges) for the entire period of delay due to deficiency or negligence in service on the part of CFA/CSP will have to borne by CFA/CSP. Further, CFA/CSP will have to make good of loss/damage, if any, suffered by IITI on account of delay due to deficiency or negligence of service attributable to CFA/CSP in filing BE and/or clearance of consignments.**

19. Force Majeure: Neither the contractor nor the institute shall be liable to the other, for any delay in or failure of their respective obligations under this control caused by occurrences beyond the control of either party because of fire, floods, acts of God, acts of public enemy, wars, riots, strikes, lockouts, sabotage any law statute or ordinance order actions or regulations of the Government or any compliance there is similar to the above. Either party shall promptly notify the other of his commencement and cessation of such contingency and prove that such is beyond the controls and effects the implementation of this contract adversely.

20. Safe Custody of Duty Exemption Certificate (DEC): CFA/CSP shall be responsible for safe custody and proper use of DEC provided to CFA/CSP by IITI.

21. Delivery of Consignments and Arranging Labour for Unloading: CFA/CSP shall arrange delivery of the consignments at the earliest possible point of time. Delivery to be effected during working hours, as far as possible. In respect of perishables / urgent consignments (as intimated by IITI), IITI will accept delivery beyond office hours and on all holidays. **CFA/CSP shall arrange requisite manpower for unloading, shifting, or moving the consignments, at IITI.**

22. CFA/CSP Not Blacklisted By or In Dispute Relating To Service With Any Organization: CFA/CSP should not have been blacklisted by any Government organization. CFA/CSP should also not be involved in any kind of service related dispute with any client organization. **An undertaking to this effect should be enclosed.** Non-disclosure of such information will result in terminate of this contract without any notice, imposition of penalty to the extent of damage incurred during the subsistence of contract, and also recovery of the outstanding amount.

23. LD Clause: In case of any delay in delivery within the time period as agreed upon, IITI shall have the right to claim penalty for late delivery @.5% of the contract value per week or the full bill amount for freight & clearance whichever is more.

24. **CFA/CSP Not In Legal Dispute with IITI:** CFA/CSP should not have any pending legal dispute with IITI at the time of the bid submission.
25. **Non-Interruption of Service:** Should any dispute of any nature arise, during the period of contract CFA/CSP shall continue its services as provided in this contract, if required by IITI, during pendency of the dispute.
26. **Delay Information Sharing:** CFA/CSP shall equip itself in advance with all necessary information that may be required for answering customs queries. CFA/CSP shall take all necessary steps to answer both oral/verbal and written queries without any delay. In case of need of clarification from IITI, the queries may be communicated to IITI on the day the queries are raised. **Storage charges incurred on account of delay in communicating the queries to IITI shall be borne by CFA/CSP and further, damage caused to IITI due to the above said delay shall be made good by CFA/CSP.**
27. **Continuation of Services during Pendency of Payment Of Bills:** IITI will make every effort to arrange payment of bills within 30 to 45 days of receipt. If payment is delayed beyond 45 days for any reason, the **CFA/CSP shall NOT STOP clearing consignments and their delivery at IITI.** CFA/CSP should have adequate financial standing to continue clearance activities during pendency of payment of bills.
28. **Short-Listing and Tenure of Contract:** Tenderers should provide all the supporting documents mentioned above, failing which their applications will not be considered for short listing. The duration of the contract will be for ONE year, but the contract may be renewed every year subject to satisfactory performance by CFA/CSP.
29. It is specifically made clear and understood that this contract shall not vest exclusive rights to the CFA/CSP to provide services to IITI during the tenure of this contract. Notwithstanding this agreement, IITI may utilize the services of one or more other agencies for obtaining one or more or all and/or such other services enlisted under this contract.
30. **IIT Indore, reserves the right to accept or reject any offer without assigning any reasons thereof.**
31. **Fidelity Bond:** The selected CFA/CSP will have to submit a fidelity bond of **Rs. 20 Lakhs** as a safeguard for safe and damage free shipment at IIT Indore.
32. IITI reserves the right to modify/alter/insertion or deletion on any part of the tender document /NIT to ensure fulfillment of its material & service requirement at any stage
33. **ARBITRATION**
- (a) In the event of any question, dispute / difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitrator appointed by the IITI.
- (b) The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, IITI shall appoint another person to act as arbitrator in

place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled.

- (c) The Arbitrator may give interim award(s) and/or directions, as may be required.
- (d) Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made there under and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

34. GOVERNING LAW:

Jurisdiction:

This contract between the Contractor for the Service and the Institute shall be governed by the LAWS of India and under this contract shall be taken by the parties only in Indore, India to competent jurisdiction.

(On Company/Service Providers Letter Head)ANNEXURE- IIPRICE BID(RATES SHOULD BE QUOTED IN THE PRESCRIBED FORMAT ONLY)Schedule of Rates:

Please avoid Cuttings/Overwriting/White Fluid Application while filling up the form

Sl.No.	Item/Job Description	Percentage of Assessable Value of Consignment	Amount (Rs.)	
			Minimum	Maximum
01.	Percentage of Agency Commission/Attendance Charges on Assessable Value:		Minimum	Maximum
	a) At Mumbai Airport			
	b) At Delhi Airport			
	c) At Other Airports anywhere in India			
02.	Re-export Agency Commission (Repair/Replacement Cases)		Minimum	Maximum
03.	Agency commission/attendance charges at Foreign Post Office:		Minimum	Maximum
	a) At Mumbai Airport			
	b) At Delhi Airport			
	c) At Other Airports anywhere in India			
04.	Percentage of Agency Commission/Attendance Charges on Assessable value at Sea Port if different from those specified at S.No. 1 above		Minimum	Maximum
05.	Any Other Charges at Sea Port If Not Covered in 04 above			
06.	CMC/EDI Charges, Documentation Fee, BE filing etc.			
07.	Customs Examination, Sealing, Repacking, Crane/Forklift Charges for upto 200 Kg items.			
08.	DO Charges			
09.	Door Delivery Charges including labour for unloading Equipments/Non-Perishables. (both for Mumbai/Delhi) See Note below.		Mumbai	Delhi
		Up to 25 kg.		
		25 kg. to 100 kg.		
		100 kg to 500 kg.		
		500 Kg. to 1000 kg.		
	Charge for every additional 500 Kg			
IMPORTANT: Handling of equipments and other items is crucial even within IITI so that they can be delivered at the right place. These are highly sensitive and costly scientific equipments and require delicate & professional handling.				
10.	Door Delivery Charges for Highly Perishables that need dry ice or gel ice for preservation / Sensitive Chemicals / Radioactive / DGR items.			
IMPORTANT: Perishable shipments will have to be transported in refrigerated condition immediately after				

clearance from Airport to IITI.			
11.	Other Charges: a) Charges for Handling (Unloading/ Moving) of Items/Equipments at IITI (On per kg basis). b) Courier/Doc. Collection Charges. c) Fax Charges. d) Crane/Forklift Charges at the airport for items weighing more than 200 kg . e) Any Other Charge (Specify).		
12.	Discount Offered on Standard IATA Rates (For Forwarding Cases Only) Any Charge in shipping country will NOT be paid separately for FCA (Int. Carrier) INCOTERMS orders.		
13	Discount Offered on Standard IATA Rates (For Export cases Only)		
14	Charges for Export:		
	a) Agency Charges b) DO Charges c) Freight/Forwarding charges d) Any other charges, if any, please specify		
15	Charges for Import of samples: A) Agency Charges B) DO Charges C) Freight/Forwarding charges D) Any other charges, if any, please specify		
NOTE: <ul style="list-style-type: none"> All Charges should be quoted on per consignment /shipment basis. Consignments will have to be delivered, as far as possible, during OFFICE HOURS (9:30 AM to 6 PM). Urgent consignments etc. (as intimated by IITI) 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 CSP. Equipments/items may be required to be moved at specified locations. Handling of heavy items may require a larger labour force. Safety of the equipment and the persons involved in doing so will be CSP's responsibility. CSP has to arrange location survey in advance. Detailed break-up of charges should be mentioned and attached in separate sheet. 			

Please do not leave any column blank. If there are no charges, the word NIL must be specified in the relevant column.

SIGNATURE OF THE AUTHORIZED PERSON
WITH THE SEAL OF THE FIRM

ANNEXURE –A

DECLARATION FOR DEMURRAGE FREE SERVICE

(On Company / firm's Letterhead)

To,
The Deputy Registrar
Materials Management Division
IIT Indore
Simrol, Khandwa Road,
Indore- 453552

Date :

Sir,

Re: NIT No.: _____

I/we carefully gone through the Terms & Conditions contained in the above referred NIT.
I/we hereby declare that my company / firm will provide **DEMURRAGE FREE SERVICE** to **IIT Indore** for any EXWORK, FOB, FCA, CIP, CIF, FORD Incoterms. I agree that, If demurrage is charged on these consignment then it will not be claimed or and any other Incoterms.

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal

ANNEXURE -B**LIST OF EDUCATIONAL INSTITUTES HANDELED**

(On Company / firm's Letterhead)

To,
The Deputy Registrar
Materials Management Division
IIT Indore
Simrol, Khandwa Road,
Indore- 453552

Date :

Sir,

Re: NIT No.: _____

I/we hereby mention following list of Educational Institutes where our firm had provided similar services, supported by copy of service order/work orders for your reference :

Sl. No.	Name of Educational Institute	Description of Work Done with duration & value	No. of import & exports handled	Contact Person & telephone no.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date :

Business Address :

Encl : As above

ANNEXURE -C**LIST OF OVERSEAS CONSOLIDATORS**

(On Company / firm's Letterhead)

To,
The Deputy Registrar
Materials Management Division
IIT Indore
Simrol, Khandwa Road,
Indore- 453552

Date :

Sir,

Re: NIT No.: _____

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

Sl.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 –D

DECLARATION FOR NOT EXCEEDING IATA RATES

(On Company / firm's Letterhead)

To,
The Deputy Registrar
Materials Management Division
IIT Indore
Simrol, Khandwa Road,
Indore- 453552

Date :

Sir,

Re: NIT No.: _____

I/we hereby confirm that quoted rates in Annexure- II are not exceeding than those specified in Latest issue of IATA RATES.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date :

Business Address :

ANNEXURE- III

PRE-BID QUERY FORM

Sl. No	Reference of the Clause No. of the Tender Document	Query/Clarification/Deviation sought	Clarification/Response from IITI
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

ANNEXURE- IV

FORMAT FOR SECURITY DEPOSIT

To,

.....

WHEREAS (name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract no. datedto supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee:

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We further undertake to pay the Service user any money so demanded notwithstanding any dispute or disputes raised by the CFA/CSP/service provider/supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the CFA/CSP/service provider/supplier(s) shall have no claim against us for making such payment.

We hereby waive the necessity of your demanding he said debt from the CFA/CSP/service provider/supplier(s) before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch
Phone No., Fax No. & e-mail id.