



INDIAN INSTITUTE OF TECHNOLOGY RAJASTHAN
CAMP OFFICE: MBM ENGINEERING COLLEGE,
JODHPUR 342 011

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No. IITJ/TEN/2010-2011/CHA/29

Dated: 18.10.2010

TENDER NOTICE

Sealed tenders are invited on behalf of the Director, Indian Institute of Technology Rajasthan, Jodhpur from the reputed Firms / Parties, in TWO BID FORMAT - (Part One: TECHNICAL BID) giving detailed terms & conditions with documents mentioned on page No. 4 to 16, of the tender documents, and (Part Two: PRICE BID) for appointment of agent for consolidation of consignments of imports / exports, shipments from all over the world through Air, Sea, Cargo, Foreign Post Office and Custom Clearance and transportation upto IIT Rajasthan, Jodhpur.

The tender documents with detailed technical specifications and other terms & conditions can be downloaded from the Institute website http://www.iitk.ac.in/iitj/tender_notice.htm and submitted along with the Earnest Money Deposit (EMD), by 3:00 PM on 19.11.2010.

Assistant Registrar
IIT Rajasthan

TENDER DOCUMENT

FOR APPOINTMENT OF AGENT FOR CONSOLIDATION OF CONSIGNMENTS OF IMPORTS / EXPORTS, SHIPMENTS FROM ALL OVER THE WORLD THROUGH AIR, SEA, CARGO, FOREIGN POST OFFICE AND CUSTOM CLEARANCE AND TRANSPORTATION UPTO IIT RAJASTHAN, JODHPUR

No. IITJ/TEN/2010-2011/CHA/29

Date:18.10.2010

Date of opening of the bids : 19.11.2010 at 4:00 PM

Last Date of Submission of bids : 19.11.2010 by 3:00 PM
(Technical bid & Price bid)

Pre-Bid Meeting : 12.11.2010 at 5:00 PM

DATE OF OPPENING OF **TECHNICAL BID**: 19.11.2010 at 4:00 PM

Issued By: The Assistant Registrar
Indian Institute of Technology,
Camp Office: MBM Engineering College,
Jodhpur 342 011

Issued to :

Assistant Registrar,
Indian Institute of Technology Rajasthan,
Jodhpur

INDIAN INSTITUTE OF TECHNOLOGY RAJASTHAN
CAMP OFFICE: MBM ENGINEERING COLLEGE,
JODHPUR 342 011

TENDER DOCUMENT

No. IITJ/TEN/2010-2011/CHA/29

Dated: 18.10.2010

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

Indian Institute of Technology Rajasthan, Jodhpur, one of the premier Educational Institute of National importance, invites sealed tenders on behalf of the Director, in Two Bid System for appointment of agent for consolidation of consignments of imports / exports, shipments from all over the world through Air, Sea, Cargo, Foreign Post office and Custom Clearance and transportation upto Indian Institute of Technology Rajasthan, Jodhpur for a period of one year (extendable to two years) subject to renewal on annual performance and cost / rates basis for the import/export of consignments to and from all over the world by air- freight, air post parcel and sea shipment under consolidation from the parties dealing in Custom Clearance, Import and Export handling and International freight forwarding under consolidation. 80% of Indian Institute of Technology Rajasthan shipment is on FOB, FCA and Ex-works Basis, and 20% of our perishable chemicals and dangerous goods are airlifted on CIF basis. **POSSESSION OF CUSTOM HOUSE AGENT (CHA) LICENCE AND CONSOLIDATION LICENCE IN THEIR OWN NAME IS A COMPULSORY QUALIFICATION FOR THE APPLICANTS.**

Bidders are requested to download the Tender Document from Indian Institute of Technology Rajasthan website i.e. http://www.iitk.ac.in/iitj/tender_notice.htm

Interested Bidders are requested to submit their bids in TWO PARTS duly sealed in separate envelopes for technical bid and price bid in prescribed format and addressed to The Assistant Registrar, Indian Institute of Technology Rajasthan, Camp Office: MBM Engineering College, Jodhpur-342 011, on or before by 19.11.2010 at 3.00 P.M. The quotations will be opened at 4:00 P.M. on 19.11.2010 in the S&P Section, Indian Institute of Technology Rajasthan in the presence of the representative of the quoted firms, who shall be requested to bring authorization letter from their firm, on 19.11.2010 at the Institute.

A Pre-Bid meeting is scheduled to be held on November 12, 2010 at 5:00 PM. Bidders are requested to contact Mr. Sharabh Pradhan, Store & Purchase section, IIT Rajasthan (email: sharabh@iitk.ac.in) to confirm if they are attending the pre-bid meeting or any clarification needed. Any corrigendum (if needed) will be released on website only.

TERMS AND CONDITIONS FOR AWARD OF THE CONTRACT

1. ELIGIBILITY CRITERIA :- The quotations of Bidders who fulfill the following Eligibility Criteria are to be considered, as such, necessary documents required must be enclosed with the quotation:

A. The Agents should have valid consolidation & Custom House Agent (CHA) Licence in their own name (single name). CHA license must have been in use for a minimum of 10 years. Copies of documents in this connection must be enclosed.

B. The bidder should have minimum turnover of not less than 2 crore per annum (enclose details). Profit & Loss A/c and Balance sheet of previous three years (2007-08, 2008-09 & 2009-10) duly audited or certified by the Chartered Accountant be enclosed alongwith a statement showing three years turnover separately.

C. The Bidder should have successfully executed at least five similar Freight Forwarding and Custom Clearance works in any IIT/CSIR Labs / ICAR / ICMR / Educational Institute / Central University. Documentary evidence about satisfactory completion of the work together with Certificates of the client must also be enclosed with their complete mailing addresses, telephone numbers, fax number, e-mail address and name of the concerned person. Institute clears its shipments under customs notification number: 51/96 @5.15%. The firm should submit minimum of 10 copies of bills of entry per client assessed @ 5.15% per contract (except nil duty clearance) in the last year from 5 clients.

D. The firm should be a member of IATA or FIATA and copy of membership should be enclosed. The firm should have ISO certified company and copy of the same be enclosed.

E. The Freight forwarder has to clear the consignment within the due course of time and submit the bill for reimbursement immediately for payment. In case of FOB/FCA/EX-WORKS shipments, if the customs duty as applicable is more than Rs. Five Lakhs for a particular consignment, then the same can be advanced to agent by crossed cheque. Agent should request the advance custom duty in proforma invoice.

F. A Demand Draft of Rs.1,000/- (Rupees One Thousand only) towards non-refundable tender fee drawn in favour of "The Director, IIT Rajasthan" payable at Jodhpur, should accompany with the Technical bid documents. The firm must also submit Earnest Money Deposit (EMD) of Rs.50,000 (Rupees Fifty thousand only) in the form of Bank draft along with the bid in favour of the Director, Indian Institute of Technology Rajasthan at Jodhpur. No interest would be paid on EMD.

2. SCOPE OF WORK :- Following jobs shall fall under the scope of the Consolidation-cum-clearance contract:-

A. Customs clearance of imported consignments from Indian Airport Authority of India (IAAI) / Indian Container Depot (ICD) / Foreign Courier Post Office, New Delhi.

- i) The clearance of precious and delicate type of equipments, instruments and other special type of materials, including perishable chemicals.
- ii) Receipt of documents relating to custom from Indian Institute of Technology Rajasthan and ensuring the following;
 - (a) Custom clearance of the consignment including its all stages.
 - (b) Obtaining non-delivery certificate/short landing certificate/damage certificate in case of materials are short delivered by Indian Airport Authority of India (IAAI), or airlines and lodging of claims with them immediately on behalf of Indian Institute of Technology Rajasthan, Jodhpur.
 - (c) Arranging insurance survey at airport/IAAI in case of damages to the consignment and get the damage certificate.
 - (d) Immediate Dispatch / delivery of consignment to Indian Institute of Technology Rajasthan after custom clearance.
 - (e) To identify the consignments of negative/banned listed items from day to day purchase orders issued by the Institute and advise the Institute accordingly.
- iii) Any other job in connection with the clearance of goods from Customs.
- iv) Clearance of intimation Post Parcels from Customs/Foreign Post Office, New Delhi & delivery to the institute at Jodhpur.
- v) Clearance of consignments from Indian Container Depot (ICD) Delhi/Patparganj and dispatch to Central Stores and distribution to individual indenter, Indian Institute of Technology Rajasthan.

- vi) Clearance of sea shipment from any port of the India and delivery of consignment at Indian Institute of Technology Rajasthan after custom clearance.
- vii) Follow-up of cases of recovery of any excess duty paid to customs
- viii) To provide the damage certificate to the Institute for insurance claim, in case of damage consignment
- ix) Clearance of consignment through courier mode.

B) Consolidation of the consignments being imported from through out the world:

- i) Complete Monitoring and supervision of the movement from the date of order/letter of credit and regular feed back on the progress of order to the institute. In case the Pre-Alert/Advance Shipping Document is not received before landing of the consignment, the delay in clearance will be on the part of Agent and the respective amount of demurrage shall be recovered from the bill. Indian Institute of Technology, Rajasthan shall not be liable to pay any amount on account of demurrage charges.
- ii) To provide timely information (pre-alert) regarding dispatches and other relevant information to Indian Institute of Technology Rajasthan, Jodhpur.
- iii) To facilitate specialized packing from all kinds of materials as per the International Air Traffic Association (IATA) specifications and international packing standards.
- iv) Transportation of special projects materials voluminous and heavy packages, dangerous and hazardous materials including (Radioactive Materials)
- v) Prompt communication through telephone, tele-fax and e-mail etc., to ensure quick clearance.
- vi) Any other services needed regarding consolidation from time to time.

C) Exports to various countries:-

- i) Export of certain items for repairs, which will be re-imported after repairs.
- ii) Export of equipments for replacement and completion of the paper work.

iii) All procedural documentation work with customs will be required to be undertaken by the agency. The Agency should take care of the paper work of the export documents for repaired or replacement materials.

3) CRITERIA FOR EVALUATION OF BIDS:-

A. Airfreight charges: The forwarders charge the freight charges on the basis of IATA rates which are fixed by the International Air Traffic Association (IATA). The parties must offer a single discount on these rates which should be “**in percentage (%) only**” for all countries.

(a) The offer of the parties will be evaluated on the basis of the percentage of discount and not individual rates.

(b) Offering of discounts in different parameters for different countries will disqualify the offer.

(c) All other statutory charges will be paid as per actual.

Please see Annexure ‘A’ for details of evaluation

B. Clearance Charges: The rates must be quoted according to the format only, otherwise quotation will be ignored/rejected. The deliver order (DO) charges on consignment coming under own console shall not be paid. DO charges for other consolidation will be paid as per actual.

(a) The bidder must have its own arrangements of warehousing, insurance, pick-up and delivery by road within the country and also in the exporting country. Details of these facilities in India should be given for proper evaluation. The agent will be responsible to deliver the goods to the respective indenter of the materials in the Institute.

(b) Work shall be awarded to a party who shall be overall lowest in both air consolidation, clearance charges and transportation charges of air-freighted consignments, subject to fulfillment of other condition of tender (Bidder of highest total score in (A) and (B) as per annexure “A” shall be selected).

4. CONTRACTUAL OBLIGATIONS:- The following obligations are also applicable and the same must be fulfilled by the firm:-

- i) Import/export can be from/to any country of world. The IATA rates and discounts shall be applicable there also.
- ii) On the receipt of consignment, the firm shall have to submit a clear copy of Master Air Way Bill (MAWB), House Air Way Bill (HAWB), Cargo Arrival Notice (CAN), Commercial Invoice & packing list for Bank Release Order (BRO).
- iii) The agent will be responsible for the safety of the cargo in all circumstances, besides handling complete and proper papers whether it may be for Import or Export of consignment. In the events of non availability of invoice or other relevant papers if consignments incur demurrage or penalty, the consolidator shall be solely responsible.
- iv) Pre-shipment advises must be intimated well in advance (48 hours prior to shipment). A weekly statement showing consignment shipped during last week and the proposed shipment during the next week through fax / e-mail should be submitted invariably. Also Agent should give the detailed prior information's of the materials to be shifted from Delhi to Indian Institute of Technology Rajasthan, Jodhpur by fax/e-mail so that Inspection Report should be prepared and unloading arrangement should be made in advance, if any.
- v) The agent is required to pay all the clearing/custom duty/airfreight charges/sea-freight charges etc. of the consignment including customs duty and later on, on submission of documentary proof in original to IIT Rajasthan, Jodhpur, the same will be reimbursed. The bill should be submitted within 15 days from the release of materials from custom. The Institute will not responsible to pay the clearance /custom charges, if agent fails to submit the bill in time.
- vi) The payment of airfreight, customs duty, clearing charges and transportation charges will not be made, if the consignment is in damaged condition both externally or internally. However, the payment will be released only after the amount recouped from the insurance company. We shall not bear/pay any demurrage charge on account of any delay in clearance attributable to clearing agent or their freight forwarder. It will be the responsibility of the agent to provide the damage certificate to the Institute, in case of damage consignment.
- vii) The consignment after clearance from airport should directly be delivered to our warehouse at Indian Institute of Technology Rajasthan, Jodhpur Central Stores within seven working days. In case of perishable items, it should be delivered within minimum required period with proper arrangements. The perishable consignments should be cleared immediately

on landing and clearance process for such consignments should begin well in advance. In case a perishable consignment is damaged due to insufficient Dry Ice during clearance & transportation upto Indian Institute of Technology, Rajasthan agency shall be held responsible for the complete loss.

viii) Any kind of loss or damage to the consignment from foreign airport to our Central Stores will be firm/agency's responsibility for recoupment. However necessary documents on this account (to be prepared by you) will be signed by us in the capacity of consignee/importer.

ix) The agent shall adhere that;

(a) The weight for the purpose of Airfreight will be the "**chargeable weight**" of the consignment.

(b) The weight for the purpose of clearance from airport will be the "**Gross weight**" of the consignment.

(c) Proper dimensions should be mentioned in Air Way Bill in terms of Cms / Inches / odd dimension etc. in import as well as export documents.

x) **AIRFREIGHT CHARGES:** The agent shall charge the freight charges on the basis of IATA rates which are fixed by IATA. The IATA rates from respective country of import should be considered as the reference while offering discount on Forwarding / Consolidation rates. Under no circumstances should these rates be more than those specified in the latest IATA tact book. The firm should furnish an undertaking to this effect on its letter-head. The consignment should be shipped in the first available consol of any airline.

xi) The agency, in the schedule of rates (Group-A) should offer a single standard/flat discount on IATA Rates which should be '**in percentage**' only, applicable for all countries and all weight slabs. The offers of the parties will be evaluated on the basis of the percentage of discount and not on individual rates for weight slabs. Offers / bids with discounts subject to any conditions imposed by the bidder or in any other format will be rejected.

xii) Exchange rate of foreign currency for the purpose of calculation of air freight charge and sea freight charge :

(a) The Telegraphic Transfer selling rate issued by the State Bank of India, Rajasthan will be applicable.

(b) The exchange rate either of 1st 2nd or 3rd of a month should remain valid. (**EXAMPLE:-** Exchange rate chart of 01.03.2009 or of

02.03.2009 or of 03.03.2009. Master airway bill dated in between 01.03.2009 and 31.03.2009 and bill of lading dated in between 01.03.2009 and 31.03.2009 will be governed on this rate chart).

(c) The firm will have to obtain the exchange rate chart from the State Bank of India or custom and submit the same for the purpose of scrutiny of airfreight and sea freight charges for the consignments whose master airway bill date is covered during that month.

xiii) **Performance Bank Guarantee:** The successful tenderer shall have to furnish an unconditional Performance Security Deposit / Performance Bank Guarantee of Rs. 5,00,000/- (Rupees Five Lakhs only) from a nationalized bank as security, within fifteen days of the award of order, which should be valid at least for 14 months (one year of contract + two months) from the date of contract. The same Bank Guarantee will be refunded / returned after completion of 14 months. No interest would be paid on Bank Guarantee. In case the successful bidder fails to provide satisfactory services during contract period or discontinue or found at fault, the performance bank guarantee shall be forfeited without assigning any reason. The defaulter bidder failed to provide satisfactory services shall have no right to claim for refund of security deposit. The Director, Indian Institute of Technology Rajasthan will have the discretion to invoke the payment from the bank for any breach of contract.

The performance bank guarantee will be returned to the successful bidder after one hundred twenty (120) days from the date of the completion of the contract period and no interest would be paid thereon. For this the bidder shall have to produce application for refund of performance bank guarantee to the Institute.

xiv) **Ex-works shipments:** In case the foreign supplier agrees to supply the goods on Ex-works basis. Only the consignment shall be lifted by the agent from the foreign suppliers and forwarded shipment to Indian Institute of Technology Rajasthan, Jodhpur via New Delhi. The inland handling/ forwarding charges shall be paid by us on the basis of actual expenditure.

xv) Bank Release Order (for consignments against irrevocable letter of credit) will be delivered only after its receipt from the bank. Custom clearance should be initiated without waiting for bank release order which generally takes time.

xvi) Even in the case of any dispute the consignment shall be cleared by the agent and handed over to Indian Institute of Technology Rajasthan, Jodhpur pending the settlement thereof.

xvii) The efficiency of custom agency will be judged by the Institute on following aspects:

- (i) Eliminating payment of demurrage charges.
- (ii) Coordinating with customs/carrier and obtaining cargo arrival notice within 24 hrs landing at New Delhi airport and forwarding the same to Indian Institute of Technology Rajasthan, Jodhpur.
- (iii) Number of consignment damaged during the year and follow up by the agency.
- (iv) Time taken to reach the Indian Institute of Technology Rajasthan, Jodhpur after release of the consignment from the airport.

xviii) The offer must accompany name and complete address of all associates located in different countries along with names, telephone no., fax no. and e-mail address of contact persons.

xix) **Fidelity Guarantee:** The successful bidder shall handle sophisticated and valuable consignment, hence the bidder shall have to furnish a fidelity guarantee bond for an amount of Rs. 20,00,000/- (Rupees Twenty Lakhs only) in favour of the Director, Indian Institute of Technology Rajasthan to safeguard the interest of Indian Institute of Technology, Rajasthan in the event of any loss to IIT due to any act of omission and commission by the successful bidder.

xx) The successful bidder will have to give an undertaking that no consignment of Indian Institute of Technology Rajasthan will be detained / withheld by them before or after the clearance under any circumstances.

xxi) The agency must intimate Indian Institute of Technology Rajasthan well in advance (48 hrs/pre- alert advice) from the date of arrival of the consignment at IGI, New Delhi airport with the house airway bill (HAWB) and master airway bill (MAWB) numbers so that the required documents are prepared and sent to Delhi in time. The agency shall be held responsible for any delay on their part where they do not file the bill of entry with custom or do not confirm any discrepancy to Indian Institute of Technology, Rajasthan. In documents the demurrage charges due to agents negligence will be recovered from them. Similarly the agent shall have to make good to Indian Institute of Technology Rajasthan, Jodhpur. Any loss incurred due to negligence or failure on their part to take prompt action in finalization of the Bill of Entry and clearance of consignment. The firm may be required to carry out or arrange to carry out the inspection of the orders material at the country airport of shipment or suppliers premises on behalf of Indian Institute of Technology Rajasthan, Jodhpur. If required in certain cases safe custody of the consignment cleared is the responsibility of the agency until it is delivered to Central Stores, Indian Institute of Technology Rajasthan, Jodhpur and delivered to the concerned indenter. The unloading of the materials at Indian Institute of Technology Rajasthan, Jodhpur will be the responsibility of the Agent. The Institute will not pay the crane/forklift charges for unloading the heavy materials also.

xxiii) The successful bidder shall have to bear the applicable customs duty on behalf of Indian Institute of Technology Rajasthan which will be reimbursed to the successful bidder along with the Bill. No plea on account of delay in clearing the consignment within due course of time shall be entertained.

xxiv) The consignment after clearance from airport should be delivered at our Central Stores within a week (7 days of landing at IGI New Delhi).

xxv) In case the cargo is received in shortage/damaged condition/short landing cargo no payment shall be released to the bidder till Indian Institute of Technology Rajasthan receives the complete consignment/insurance claim. In all such cases the bidder is required to file "Shortage" or "Damage" or "Not Found" or "Not Traceable" notice with the Airport Authorities. Obtain necessary certificate, damage certificate from the Airlines / Sea liner and lodge necessary claim with the concerned authorities under intimation to Indian Institute of Technology Rajasthan. It will be the duty of the agent to follow up the matter with Insurance Company for claim settlement including damage certificate, surveyor inspection along with Institute representative, claim lodging and any necessary requirement.

xxvi) **Penalty Clause:** The Director, Indian Institute of Technology Rajasthan reserves the right to deduct penalty @ 0.5% per week of shipment price for delay in consolidation and Airfreight of Indian Institute of Technology Rajasthan shipments and delivery to Central Stores, Indian Institute of Technology Rajasthan. (Maximum penalty shall be 2%). The period for this will be calculated after 4 weeks from the date of intimation by supplier about the readiness of Equipment/Consumable for shipment.

xxvii) **Forfeiture of EMD:** The Earnest Money deposited (EMD) will be forfeited if the bidder withdraws or amend, impair and derogate from the tender in any respect within the period of validity of tender or fails to furnish the Performance Bank Guarantee.

xxviii) **Validity of offer:** Offer should be valid for a period of one hundred eighty (180) days from the date of opening of the tender.

xxix) All our imports are assessed@ 5.15% which are imported under Notification No. 51/96 dated 23.07.1996 against which duty exemption certificate will be provided by us against each import for custom clearance purpose on receipt of Cargo Arrival Notice from the agent. The agent will file Bill of Entry just after landing of the consignment under intimation to us for arranging duty exemption certificate. In case of any customs objection, the written communication will be sent to us without any delay.

5. **GENERAL CONDITIONS OF CONTRACT (G.C.C.)**

- i) The sealed envelope should contain Earnest Money Deposit (EMD) and all required technical and other essential documents with the technical bid, failing which the offer will be liable to be rejected. Another sealed envelope should contain commercial bid which should be super scribed as "Commercial Bid for the services of forwarders/Clearing Agents". The quotation containing both Technical and commercial bid be put in a separate sealed cover addressed to The Assistant Registrar, Indian Institute of Technology Rajasthan, Camp Office: MBM Engineering College, Jodhpur 342 011, super scribed "**Bids for services of forwarders/Clearing Agents due to open on 19.11.2010**".
- ii) Quotation must be sent by speed post/courier or by person to S&P Section at Indian Institute of Technology Rajasthan, Jodhpur.
- iii) Amount quoted in the quotation must be mentioned in figure as well as in words. If any discrepancies found in the figure and words amount then the amount mentioned on lower side would be entertained.
- iv) Quotation will be opened on scheduled date and time in presence of the bidders or their authorized representatives, if any.
- v) No deviation is acceptable after opening of quotation.
- vi) A Demand Draft of Rs.1,000/- (Rupees One Thousand only) towards non-refundable tender fee drawn in favour of "The Director, IIT Rajasthan" payable at Jodhpur, should accompany with the Technical bid documents. The firm must also submit Earnest Money Deposit (EMD)of Rs.50,000 (Rupees Fifty thousand only) in the form of Bank draft along with the bid in favour of the Director, Indian Institute of Technology Rajasthan at Jodhpur. Quotation received without EMD shall be straight away rejected. EMD of un-successful bidders will be refunded within 90 days after the opening of quotation and EMD of successful bidder will be refunded within 30 days after the receipt of Security Guarantee (Performance Bank Guarantee).No interest would be paid on the Earnest Money Deposit.
- vii) Incomplete tender is liable to be rejected.
- viii) The tender which is received by fax/E-mail and in open condition will not be considered.

- ix) Tenders received after the due time and due date will not be considered.
- x) The Director, Indian Institute of Technology Rajasthan reserves the right to accept or reject any or all the tenders received without assigning any reason.
- xi) The Director, Indian Institute of Technology Rajasthan reserves the right to reject any tender where there is misdeclaration of facts.
- xii) The Director, Indian Institute of Technology Rajasthan reserves the right to terminate the contract with one month's prior notice at any time without assigning any reason or on finding the services unsatisfactorily or on breach of contract.
- xiii) Insurance charges for equipment will be borne by Indian Institute of Technology Rajasthan.
- xiv) Some of our consignments come under temporary import for which required assistance shall be arranged.
- xv) If any damages/pilferage/theft/shortage occurs during the transportation, loading and unloading under custody of your freight forwarder/your custody after taking delivery from IAAI, your firm will be responsible for the total losses and the same will be recovered from you. This will be as per IATA rules. If the same is found during the course of customs clearance the same must be got recorded on the Bill of entry. Copy of which will be provided to us by your firm.
- xvi) Unloading and distribution of consignment at Indian Institute of Technology Rajasthan, Jodhpur will be the agents' responsibility and unloading should be made in the presence and supervision of staff (Central Stores). 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.
- xvii) **Arbitration:** All disputes, if arises during the progress of the work or after the completion, or abandonment thereof, shall be referred to the sole arbitration of the person nominated by the Director, Indian Institute of Technology Rajasthan. The submission shall be deemed under the meaning of the Arbitration Act & Conciliation Act, 1996 for time being in force. The award of the arbitrator so appointed shall be final, conclusive and

binding on all parties to this contract. The venue of the arbitration will be Jodhpur only. The language of the arbitration will be English only.

xviii) All dispute to be settled under the jurisdiction of the Jodhpur court only.

xix) Successful contractor / bidder will have to execute bond/agreement as may be mutually agreed upon.

xx) Income tax as applicable will be deducted at source from the bill of Firm.

xxi) Force Majeure clauses as may be deemed fit will be made applicable during contract period.

xxii) Your **Technical Bid** (un-priced) should contain forwarding letter in your letter head addressed to the Assistant Registrar, Store and Purchase Section, Indian Institute of Technology Rajasthan, Jodhpur without any condition/remarks forwarding therewith;

a) Copy of consolidation registration of Firm and Customs House Agent certificate (CHA). CHA license must be atleast 10 years old.

b) The bidder should have minimum turnover of not less than 2 crore per annum (enclose details). Profit & Loss A/c and Balance sheet of previous three years (2007-08, 2008-09 & 2009-10) duly audited or certified by the Chartered Accountant be enclosed alongwith a statement showing three years turnover separately.

c) Copy of the satisfactory work completion certificate for five similar work in any CSIR Labs/ICAR/ICMR/Educational Institute/ Central University/IITs etc. and bills of entry assessed @ 5.15% with 10 copies per contract of 5 such parties in the last one year.

d) A Demand Draft of Rs.1,000/- (Rupees One Thousand only) towards non-refundable tender fee drawn in favour of "The Director, IIT Rajasthan" payable at Jodhpur, should accompany with the Technical bid documents. The firm must also submit Earnest Money Deposit (EMD) of Rs.50,000 (Rupees Fifty thousand only) in the form of Bank draft along with the bid in favour of the Director, Indian Institute of Technology Rajasthan at Jodhpur.

e) Copy of FIATA certificate and ISO certification

f) Copy of the prevailing IATA rates

g) Latest copy of Service Tax Registration certificate.

h) The list of the customer (with their full address) where similar nature of services were rendered during the last three years (2007-08, 2008-09,2009-10).

- i) Undertaking by the tender 'Annexure-B' to be furnished without any addition/alteration/cutting/remark.
- j) List of console associated in foreign countries with complete address, telephone number, fax no, e-mail address and contact persons.
- k) Any relevant document in support of claims made by you.
- l) Please enclose terms & conditions compliance statement on a separate sheet showing acceptance with the terms desired by us.
- m) Only those firms price bid will be opened, who qualifies all the terms and conditions of the technical bid.

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

xxiii) The **Price/Financial bid** should contain the Annexure-A (Group-A, B, C,D) for evaluation and Schedule of rates duly completed with discount.

The sealed envelope containing the tender must be super-scribed as under:-

Tender No. IITJ/TEN/2010-2011/CHA/29 **dated: 18.10.2010**
"Bids for services of Forwarding and Clearing Agents" due to open on 19.11.2010"

Only the technical bids received will be opened on 19.11.2010 in the presence of representatives of the tenderers, if any. The technical bids received will be evaluated by a committee constituted by the Institute. Only the commercial bids of the tenderers who qualifying the technical evaluation will be opened on a later date in the presence of the successful tenderers /their representatives, if any. However The Director, Indian Institute of Technology, Rajasthan, reserves the right to accept or reject partly or wholly any tender without assigning any reason what so ever.

Assistant Registrar
IIT Rajasthan

Encl:

1. Format of Price Bid (Annexure –A – Groups A, B,C,D)
1. Bidders undertaking (Annexure-B)
2. Format of EMD (Annexure-C)

Annexure – A

**Schedule of Rates to be Charged for clearance & other services and
Discount on Air freights port of landing – New Delhi Airport.**

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

Group	Weightage
A	45
B	25
C	10
D	20

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

$$\text{Total Score} = \frac{45(A) + 25(B) + 10(C) + 20(D)}{100}$$

(Where A,B,C,D are marks obtained in respective group)

Bidder with maximum total score shall be selected.

Note: Discounts/Concessions subject to any conditions imposed by the Bidder will be rejected.

Group-A

DISCOUNTED RATES OF AIRFREIGHT FOR FORWARDING CASES

Discount offered on standard IATA rates (a single flat discount for each category to be offered irrespective of weight slabs)	Criteria for calculating marks
1. For forwarding cases (voluminous consignments) : _____%	0.60 mark will be given for every 1 percent of discount offered on IATA
2. For forwarding cases (over dimensional consignments) : _____%	0.05 mark will be given for every 1percent of discount offered on IATA
3. For forwarding cases of (hazardous consignments) : _____%	0.25 mark will be given for every 1 percent of discount offered on IATA rates
4. For forwarding cases of (normal consignments) : _____%	0.025 mark will be given for every 1percent of discount offered on IATA
5. For forwarding cases of (special handling/sensitive consignments) : _____%	0.025 mark will be given for every 1percent of discount offered on IATA
6. For forwarding cases of (sea consignments) : _____%	0.05 mark will be given for every 1percent of discount offered on IATA

Note :

1. Every six months, a copy of IATA rates will be required to be submitted by bidders. Most of our shipments by air shall be on FOB basis, therefore Terminal charges, Forwarder's fee, Charges for loading to carrier in shipping country etc. will not be paid separately. If there is any shipment on Ex-works basis, charges in shipper country will be paid on actual basis on submission of supporting documents.
2. No other charges except freight, fuel & security surcharges will be paid on FOB consignment. Bidders may quote their discount adjusting other charges if any.
3. Evaluation of the bids will be made on FOB basis only.

Group-B

Following five categories of charges are included in this group:

- (1) Agency commission, (2) D.O. charges, (3) C.C. fee, (4) Charges for dry ice replenishment in consignment having perishable contents, (5) Fuel & war surcharges

A maximum limit for the charges at Sl. No. 1-4 above, has been set by the Institute and no charges beyond respective limit in these categories for any consignment will be paid by the Institute. Charges for the category at Sl. No. 5 i.e. Fuel & war surcharges etc., will be chargeable at actual subject to condition that these will be paid only if the same are shown in MAWB.

However the bidders will be at liberty to quote lower possible rates or exempt charges in any category in order to maximize their marks in this group. Total marks in this group will be the sum of marks obtained in each of the five categories. Agency commission rates quoted will apply to shipments “in consol” and “not in consol”. Separate rates for “in consol” and “not in consol” will not be entertained.

Rates to be quoted for following categories of charges:-				
S.I. No	Category	Limit set by Institute	Rate quoted by the firm	Criteria for calculating marks:-
1.	Agency Commission Including Labour charges or loading at airport EDU/CMC/BE Charges Documentation fee. IFC Charges IGM Filling Charges, Sealing and any other charges relevant to the clearance of consignment from Airport Service Tax on Agency Commission shall be payable as per rules.	A) In own consol (0%-1%)	-----%	1. Bidder with lowest average rate will get 15 marks and Bidder with highest average rate will get 0 mark. Rest of the Bidders will be given marks between 0 to 15 proportionately depending upon their respective average.
		B) In other consol (0%-1%)	-----%	2. Bidder with lowest average rate will get 15 marks and Bidder with highest average rate will get 0 mark. Rest of the Bidders will be given marks between 0 to 15 proportionately depending upon their respective average.
2.	D.O. Charges for FOB/FCA Shipments (Actual in case of CIP/CIF Shipments)	(Rs. 0-1000)	Rs.	3. Bidder with lowest rate will get 20 marks and Bidder with Highest rate will get 0 mark. Rest of the Bidders will be given marks between 0 to 20 proportionately depending upon their respective rate
3.	C.C. Fee.	0 to 5% of freight -----% of freight	-----%	4. Bidders with lowest rate will get 40 marks and Bidder with highest rates will get 0 mark first proportionately depending upon their respective rate(s).
4.	Replenishment of Dry Ice in Consignments having perishable contents'	Rs. 0 to 40 Kg. -----kg	Rs. per Kg.	5. Bidder with lowest rate will get 5 marks and bidder with highest rate will get 0 mark. Rest of the Bidders will be given marks between 0 to 5 proportionately depending upon their respective rates.
5.	Fuel, war / Security Surcharges.	0 to At Actual as Rs. -----shown in MAW B	Rs. per Kg.	6. Bidders giving exemption from this charge will get 5 marks Rest will get no marks.

Group-C

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

Special qualifications;	Criteria for calculating marks;
1. Firm holding own license for both Clearance as well as Consolidation/freight forwarding and capable of undertaking both the activities at their own without involvement of any sister concern.	1. Firms capable of undertaking both the activities at their own will be given 20 marks of this group. Firms which are dependent or who have a tie-up with other firms for any of the activities of freight forwarding or Clearance will not be given any marks.
2. Membership of FIATA	2. Possession of Consolidation & CHA license is compulsory qualification for all the Bidders. However bidders having the membership of FIATA as well will be awarded 20 marks of this group.
3. Past record of the firms in different Labs/Institutes	3. Past experience in field (i.e. Freight Forwarding and Clearance) Of the bidding firms with Institutes will be evaluated. Firms producing certificates of satisfactory services in the last three years in at least three educational institutes with 50 clearances in each year per institute will be awarded 60 marks in this group

Signature of the tenderer with Seal

Place :

Date:

Group-D

Transportation charges from Delhi airport to the campus at Indian Institute of Technology Rajasthan, Jodhpur (for both consol and non-consol shipments)

<p>Rates are to be quoted for following four categories</p> <p>1. Personal delivery of small consignments @ Rs. _____</p> <p>2. By air @ Rs. _____</p> <p>3. Per truck (Medium lorry like TATA-407) @ Rs. _____</p> <p>4. Per Truck (Big Lorry) @ Rs. _____</p>	<p>Criteria for calculating marks:</p> <p>Marks shall be given separately for each category of transportation. A maximum of 25 marks shall be given to the lowest bidder in the category and the highest rates in the category shall fetch 0 mark. Rest of the bidders will be given marks proportionately. Similarly marks shall be given for the other three categories. The total marks of a bidder in this group shall be the sum of marks scored in all four categories of transportation.</p> <p>Note: After clearance of the consignment from Airport, it shall be the duty of the Clearing Agent to bring the shipment to their warehouse or directly send to Indian Institute of Technology Rajasthan, Jodhpur. No separate charges for internal transportation of the equipment at Delhi shall be paid to the Clearing Agent. Therefore, bidder should keep in mind this aspect while quoting the transportation charges from New Delhi to Indian Institute of Technology Rajasthan, Jodhpur.</p>
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ANNEXURE-B

UNDERTAKING BY THE TENDERER

1. WE AGREE THAT THE CONSIGNMENTS AFTER CLEARANCE FROM AIRPORT WILL DIRECTLY BE DELIVERED TO THE PREMISES OF INDIAN INSTITUTE OF TECHNOLOGY RAJASTHAN, JODHPUR WITHIN 7 WORKING DAYS AND WILL BE DISTRIBUTED TO CONCERNED INDENTOR IMMEDIATELY. IN CASE OF PERISHABLE ITEM, IT WILL BE DELIVERED WITHIN MINIMUM TIME WITH PROPER ARRANGEMENTS.
2. WE AGREE TO PAY THE CUSTOMS DUTY AT THE TIME OF CLEARANCE FROM AIRPORT AND CLAIM FOR ITS REIMBURSEMENT WITHIN 30 WORKING DAYS (EXCLUDING COURIER TIME) AGAINST PAID CHALLAN.
3. WE AGREE THAT WE SHALL NOT CLAIM ANY DEMURRAGE CHARGE, IF PAID BY US AT THE TIME OF CLEARANCE FOR THE SHIPMENTS ARRANGED BY US.
4. WE AGREE THAT THE HOUSE AIRWAY BILL NUMBER , DATE AND MASTER AIRWAY BILL NUMBER AND DATE WILL BE INTIMATED TO THE IMPORTER ATLEAST BEFORE TWO DAYS OF ITS ARRIVAL AT THE NEW DELHI AIRPORT FOR THE PURPOSE OF INSURANCE COVERAGE OF THE CONSIGNMENT.
5. WE AGREE THAT WE SHALL COLLECT NECESSARY DOCUMENTS REQUIRED FOR CLEARING OF CONSIGNMENTS BOTH FROM AIRPORT AND SEAPORT BY DEPUTING OUR REPRESENTATIVE AS AND WHEN REQUEIRED DELAY WILL BE ON OUR ACCOUNT. WE ALSO AGREE TO OPEN AN OFFICE AT JODHPUR AND HELP THE INSTITUTE ON DAY TO DAY BASIS IN IMPORT AND EXPORT MATTER.
6. WE AGREE THAT WE SHALL SUBMIT THE ORIGINAL HOUSE AIRWAY BILL, COPY OF MASTER AIRWAY BILL, CUSTOMS SIGNED INVOICE, BILL OF ENTRY BOTH IMPORTER COPY AND EXCHANGE CONTROL COPY, ALONGWITH THE CLEARING CHARGES BILLS WITHIN FIFTEEN DAYS OF CLAERNACE OF THE SHIPEMENT.
7. WE SHALL PREPARE THE AIRFREIGHT BILL AND CLEARING CHARGES BILLS STRICTLY IN ACCORDANCE WITH THE APPROVED RATES UNDER NO CIRCUMSTANCES AIRFREIGHT RATES CHARGED BY US SHALL EXCEED THOSE SPECIFIED IN THE LATEST ISSUE OF IATA TACT BOOK.

8. WE AGREE TO ACCEPT THE T.T. SELLING RATE ISSUED BY THE STATE BANK OF INDIA RAJASTHAN, JODHPUR FOR THE PURPOSE OF CALCULATION OF AIRFREIGHT CHARGES OR CUSTOM RATE WITH DOCUMENTARY EVIDENCE.
9. WE AGREE TO THE PAYMENT TERMS AS MENTIONED IN THE TERMS AND CONDITIONS.
10. IN CASE THE CARGO IS RECEIVED IN DAMAGED CONDITION/SHORT LANDING CARGO, NO PAYMENT SHALL BE MADE TO CHA TILL INDIAN INSTITUTE OF TECHNOLOGY RAJASTHAN RECEIVES THE INSURANCE CLAIM. IN SUCH CASES TENDERERS ARE REQUIRED TO FILE SHORTAGE/DAMAGED/NOT FOUND/NOT TRACEABLE NOTICE WITH AIRPORT AUTHORITIES AND OBTAIN NECESSARY CERTIFICATE/DAMAGE CERTIFICATE FROM THE AIRLINE AND LODGE NECESSARY CLAIM WITH THE CONCERNED AUTHORITIES UNDER INTIMATION TO INDIAN INSTITUTE OF TECHNOLOGY RAJASTHAN.
11. DURING INLAND TRANSPORTATIONS ANY LOSS/DAMAGE IS THE SOLE RESPONSIBILITY OF CLEARING AGENT IN THAT CASE WE SHALL PROVIDE LOSS/DAMAGE CERTIFICATE IMMEDIATELY AND FOLLOW UP THE INSURANCE CASES TILL GET REIMBURSED FROM INSURANCE COMPANY AND THEN WE SHALL SUBMIT THE CLEARANCE CHARGE BILL FOR PAYMENT.
12. AS WE SHALL HANDLE SOPHISTICATED AND VALUABLE CONSIGNMENT, WE SHALL FURNISH A FIDELITY BOND OF RS 20,00,000/- (RUPEES TWENTY LAKHS ONLY) IN FAVOUR OF THE DIRECTOR, INDIAN INSTITUTE OF TECHNOLOGY RAJASTHAN TO SAFEGUARD THE INTEREST OF THIS INSTITUTE IN THE EVENT OF ANY LOSS TO THIS INSTITUTE DUE TO ANY ACT OF OMISSION AND COMMISSION BY YOU WHICH SHOULD BE VALID TILL CONTRACT PERIOD. THE DIRECTOR, INDIAN INSTITUTE OF TECHNOLOGY RAJASTHAN WILL HAVE THE DISCRETION TO ORDER FOR THE FORFEITURE OF DEPOSIT FOR ANY BREACH OF CONTRACT.
13. WE SHALL SUBMIT PERFORMANCE BANK GUARANTEE OF RS. 5,00,000/- VALID UNTIL 60 DAYS AFTER THE EXPIRY OF CONTRACT PERIOD. IF THE CONTRACT IS AWARDED IN OUR FAVOUR, NO INTEREST WILL BE PAID ON PERFORMANCE BANK GUARANTEE.
14. WE ACCEPT ALL THE TERMS & CONDITIONS OF YOUR TENDER DOCUMENTS.

NAME:
DATE:

SIGNATURE WITH DATE AND
RUBBER SEAL OF THE TENDERER

ANNEXURE-C

BID SECURITY/EARNEST MONEY DEPOSIT FORM

Whereas.....I (hereinafter called “the Bidder”) has submitted its bid dated (date of submission of bid) for the supply of.....(name and/or description of the goods) (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE..... (name of bank) of(name of country), having our registered office at..... (address of bank) (hereinafter called “the Bank”), are bound unto.....(name of Purchaser) (hereinafter called “the Purchaser”) in the sum of.....for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this.....day of.....2010.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:

(a) fails or refuses to execute the Contract Form if required :or

(b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including One hundred Eighty (180) days after the period of the bid validity, and any demand in respect there of should reach the Bank not later than the above date.

(Signature of the Bank)

1. Name of Bidder

