



INDIAN INSTITUTE OF TECHNOLOGY, KANPUR

GT ROAD, KALYANPUR, KANPUR – 208016

UTTAR PRADESH, INDIA

TENDER REFERENCE NO.: IITK/SPO/2022-23/01

BID SUBMISSION END DATE- 22.08.2022

TENDER DOCUMENTS

For

“Freight forwarder cum Custom House Agent”

BID DOCUMENT

The Indian Institute of Technology Kanpur (“the IITK”) invites Bids (“Bids”) from eligible, qualified and capable companies for the supply and delivery of “the Goods” and provision of associated services (“Associated Services”) according to the requirements as defined in the Tender document.

Name of Work	Freight forwarder cum Custom House Agent
Date of Publishing	01.08.2022 (16.00 hrs)
Clarification Start Date and Time	01.08.2022 (16.00 hrs)
Clarification End Date and Time	22.08.2022 (12.00 hrs)
Queries (if any)	No queries will be entertained after clarification end date and time
Bid Submission Start Date	01.08.2022 (16.00 hrs)
Last Date and time of uploading of Bids	22.08.2022 (12.00 hrs)
Last Date and time of submitting , EMD and other documents at IIT Kanpur (if any)	NA
Date and time of opening of Technical Bids	23.08.2022 (12.00 hrs)
Date and time of opening of Financial Bids	Will be separately notified for Technically shortlisted/qualified bidders

Interested parties may view and download the tender document containing the detailed terms & conditions from the website <http://eprocure.gov.in/eprocure/app>

(The bids must be submitted online in electronic form on www.eprocure.gov.in only. No physical bids will be accepted.)

(A)
INSTRUCTION FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal ie <http://eprocure.gov.in/eprocure/app> , using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

1. REGISTRATION

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online Bidder Enrolment” option available on the home page. **Enrolment on the CPP Portal is free of charge.**
- (ii) During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/ bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their userID/ password and the password of the DSC/ eToken.

2. SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. PREPARATION OF BIDS:

- (i) For preparation of bid Bidders shall search the tender from published tender list

available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids.

After selecting the tender document same shall be moved to the 'My favourite' folder of bidders account from where bidder can view all the details of the tender document.

- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**
- (v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under "My Space/ Other Important Document" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

4. SUBMISSION OF BIDS:

- (i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay.
- (ii) Bidder should prepare the EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BC/BG/ others physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same to proceed further to submit their bid.
- (iv) Bidders shall select the payment option as offline to pay the EMD and enter details of the DD/BC/BG/others.
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (viii) **If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.**
Bidders shall download the Schedule of Quantities & Prices i.e. Schedule-A, in XLS

format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter, save and upload the file in financial bid cover (Price bid) only.

If the template of Schedule of Quantities & Prices file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected and further dealt as per provision of clause no 23.0 of ITB including forfeiture of EMD.

The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.

- (ix) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**
- (x) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall **take print out of system generated acknowledgement** number and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (xi) Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.
- (xiii) Bidder will get all benefits under Rule 153 GFR-2017.

5. ASSISTANCE TO BIDDERS:

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. The contact number of end user is 0512-259-7216. Please call between 10:30 hrs to 17:00 hrs .
- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002 and 0120-4001005. The helpdesk email id is support-eproc@nic.in

(B)
INSTRUCTION FOR e-PROCUREMENT

1. PREPARATION AND SUBMISSION OF BIDS:

- a. The detailed tender documents may be downloaded from <http://eprocure.gov.in/eprocure/app> till the last date of submission of tender. The Tender may be submitted online through CPP Portal <http://eprocure.gov.in/eprocure/app>
- b. The bidder should submit the bid online in two parts viz. Technical Bid and Financial Bid. Technical Bid should be upload online in cover 1 and Financial Bid in “.Xls” should be upload online in cover-2

2. SUBMISSION OF THE BID :

All interested eligible bidders are requested to submit their bids online on CPP Portal: <http://eprocure.gov.in/eprocure/app> per the criteria given in this document:

- a. Technical Bid should be upload online in cover-1.
- b. Financial Bid should be upload online in cover-2

Both Technical and Financial Bid covers should be placed online on the CPP Portal (<http://eprocure.gov.in/eprocure/app>).

3. TECHNICAL BID:

Signed and Scanned copies of the Technical bid documents as under must be submitted online on CPP Portal: <http://eprocure.gov.in/eprocure/app>.

- a. **List of Documents to be scanned and uploaded (Under Cover-1) within the period of bid submission:-**
 - i. Scanned copy of Bank details.
 - ii. Scanned copy of work experience.
 - iii. Scanned copy of certificate of GST.
 - iv. Scanned copy of specifications/brochures & tender acceptance letter on Appendix 1-3.
 - v. Scanned copy of another documents mentioned in tender document (Page No. 23 & 25)
 - vi. Declaration for local content, Country of Origin of goods Appendix 4.
 1. For The tender value upto Rs. 10 Crores - Self-Certificate for local content from the bidder.
 2. For the tender value above Rs. 10 Crores - Certificate for local content from Statutory Auditor/Cost Auditor/Cost Accountant/CA.

- b. **For Import Shipments – Shipping Terms Ex-Works/FOB are preferred.**

NOTE - no indication of the rates/amounts be made in any of the documents submitted with the TC-BID.

4. FINANCIAL BID

- a. The currency of all quoted rates shall be Indian Rupees. All payment shall be made in Indian Rupees.
- b. In preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this Tender document. The financial bids should be uploaded online as per the specified “.Xls” format i.e. Price Bid Excel sheet

attached as '**.Xls**' with the tender and based on the scope of work, service conditions and other terms of the Tender document. It should include all costs associated with the Terms of Reference/Scope of Work of the assignment.

- c. The Financial Proposal should be inclusive of all applicable taxes, duties, fees, levies, and other charges imposed under the applicable laws. The rates quoted in the Tender are inclusive of all applicable taxes, duties etc. **except service tax**. The service tax component shall be re-immersible by the department after receipt of paid challans etc. if applicable.

5. LAST DATE FOR SUBMISSION OF TENDER:

- a. Online bids complete in all respects, must be submitted on or before the last date and time specified in the schedule of events.
- b. The IIT, Kanpur may, at its own discretion, alter/extend the last date for submission of tenders.

6. BID VALIDITY

- a. All the Bids must be valid for a period of 90 days from the last date of submission of the tender for execution of Contract. However, the quoted rates should be valid for the initial/ extended period of the Contract from the effective date of the Contract. No request will be considered for price revision during the original Contract period.
- b. A bid valid for a shorter period shall be declared as non-responsive.
- c. In exceptional circumstances, prior to expiry of the original time limit, the IIT may request the bidders to extend the period of validity for a specified additional period beyond the original validity of 90 days. The request and the bidders' responses shall be made in writing. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their Bid Security.

7. MODIFICATION / SUBSTITUTION/ WITHDRAWAL OF BIDS:

- a. No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid's due Date.
- b. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid's due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

8. REJECTION OF THE BID:

The bid submitted shall become invalid and tender fee shall not be refunded if:-

- a. The bidder is found ineligible.
- b. The bidder does not upload all the documents as stipulated in the bid document.

9. SELECTION CRITERIA:

Phase-I: Technical Evaluation & Sample Approval

Technical evaluation will be done on the basis of information given by technical bid submitted by the bidders. Bid containing partial, incomplete, uncleared and superfluous and unwanted information will be summarily rejected.

Technical declaration must be supported with relevant document. Discrepancy in relevant supporting document and technical compliance sheet shall lead to rejection of technical bids.

Sample Approval:

Bidders should have to display their samples (if asked) on DD.MM.YYYY at the Central Store & Purchase Section of IIT Kanpur. Non-display of sample shall be considered as non-responsive technical bids.

Phase-II

- a. Financial bids of technically qualified and approve samples bidders shall be opened.
- b. Financial evaluation is purely done on the total financial implication.
- c. Any superfluous, unreasonable assets rate quotes will be summarily rejected.

10. Late Delivery:

Delivery must be completed within the period mentioned in tender document from the date of receipt of the order. Penalty @ 1% per week or part thereof subject to a maximum of 10% of the delivery price will be deducted from the balance payment if supply is not completed within stipulated period.

11. Instruction to the bidder of countries which share land border with India (Rule 144(xi) GFRs)

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company , including any member of a consortium or joint venture (that is an association of several persons, or firms or companies) , every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established, or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established, or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or

- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership , the beneficial owner is the natural person(s), who , whether acting alone or together , or through one or more juridical person, has a controlling ownership interest or who exercises control through other means .

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who , whether acting alone or together , or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals ;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee , the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership .

- V.** An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

- VI.** In case of tenders for Works contracts, including Turnkey contracts, The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority .

- 12.** As per the Ministry of Commerce and Industry Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 preference shall be given to Make in India products for which it is mandatory for bidders to declare Country of Origin of goods and percentage of Local contents in the product.

Definitions:

“Local Content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net

domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“Class-I local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content to or more than 50%, as defined under this order.

“Class-II local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.

“Margin of purchase preference” means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. (shall be 20%)

Purchase Preference:

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.
- (b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-1 local supplier' shall get purchase preference over 'Class-1 local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-1 local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-1 local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-1 local supplier' fails to match the L1 price, the 'Class-1 local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-1 local

supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

(C)

COMMERCIAL TERMS AND CONDITIONS

1. DEFINITIONS

These Commercial Terms and Conditions shall constitute the General Conditions of Contract,

where no separate contract is signed with the selected Bidder(s), and, the Bidders by putting their signature and stamp on each page of this Section V are binding themselves to these Terms and Conditions. In the Commercial Terms and Conditions as defined below, words and expressions shall have the following meanings assigned to them:

- a. "Contract" means the agreement of the Parties relating to the procurement of Goods and / or the IITK Purchase Order (PO), and all attachments incorporated by reference, which shall form an integral part of the Contract. In the event of any discrepancy, the documents to prevail shall be given precedence in the following order: (i) the Contract (where separately signed), (ii) the IITK Purchase Order, (iii) its attachments, and (iv) these Commercial Terms and Conditions;
- b. "Contractor" means the person or entity named in the 'CONTRACTOR' named field of the IITK Purchase Order and any agreed in writing by the IITK legal successor(s) in title;
- c. "Day" means any calendar day;
- d. "Delivery Date" means the latest possible date by which the Goods shall be delivered by the Contractor to the IITK, as specified in the 'DELIVERY DATE' named field of the IITK Purchase Order;
- e. "Force Majeure" shall mean any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under the Contract, was not attributable to error or negligence on their part (or of their partners, contractors, agents or employees), and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them available, labour disputes, strikes or financial problems cannot be invoked as Force Majeure by the defaulting Party. Neither of the Parties shall be held liable for breach of its obligations under the Contract if it is prevented from fulfilling them by Force Majeure. The Party invoking Force Majeure shall notify the other without delay, stating the nature, likely duration and foreseeable effect, and take any measure to minimise possible damage;
- f. "Goods" means all of the goods to be supplied to the IITK by the Contractor under the Contract;
- g. "IITK" means the Indian Institute of Technology Kanpur;
- h. "IITK Purchase Order" means the IITK's official Purchase Order document;
 - (i) "Party" means the IITK or the Contractor and "Parties" means the IITK and the Contractor; and
 - (ii) "Place(s) of Delivery" means the location(s) or place(s) where the Goods are to be delivered, as specified in the 'SHIP TO' named field of the IITK Purchase Order.

2. CONCLUSION OF THE CONTRACT

- 2.1.** The Contract is made between the IITK and the Contractor. The Contractor is engaged as an independent contractor for the sole purpose of delivering the Goods.

- 2.2. The Contract shall be concluded upon the Contractor duly following the countersigning procedure as stated in the IITK Letter of Intent (LOI).

3. FUNDING

This Contract shall become and remain effective only on the condition that an official Purchase Order is issued by IITK following the conclusion of tender exercise. In the event this is not or no longer shall the case, the IITK without unreasonable delay notify the Contractor thereof.

Any continuation of the Contractor's performance under this Contract after being notified by the IITK shall be at the Contractor's risk and expense.

4. DELIVERY AND TAKE-OVER OF GOODS

The Contractor shall deliver the Goods at the Place(s) of Delivery. On behalf of the IITK, a duly authorised representative(s), shall take-over the Goods upon delivery. Take-over of the Goods by the IITK shall not be deemed acceptance of the Goods by the IITK. The time of delivery as specified in the Contract / PO shall be strictly adhered to, and time shall be of the essence.

5. QUALITY OF GOODS

- 5.1. The Contractor shall deliver Goods that are:
- a. of the quality, quantity and description as required by the Contract / PO; and
 - b. free from any right or claim of a third party, including rights based on industrial property or other intellectual property.
- 5.2. Should the Goods be of the type "homogeneously defined" or disposable, the Contractor shall provide a sample and undertake, certify, and guarantee that all Goods delivered shall be of the same quality and characteristics as the sample(s) provided.

6. INSPECTION AND ACCEPTANCE

- 6.1. The duly authorised representative(s) of the IITK shall have the right, before payment, to inspect the Goods either at the Contractor's stores, during manufacture, at the ports and/or in places of shipment, or at the Place(s) of Delivery. The Contractor shall provide all facilities for such inspection. The IITK may issue a written waiver of inspection. Any inspection carried out by representative(s) of the IITK or any waiver thereof shall be without prejudice to other provisions of the Contract concerning obligations assumed by the Contractor, including specifications of the Goods.
- 6.2. Upon delivery and inspection of the Goods, the IITK shall inspect the goods as soon as possible and complete the Goods Receiving Document. Should any Goods fail to conform to the technical specifications, codes and standards under the Contract, the IITK may reject the Goods. The Contractor shall, at no cost to the IITK, replace the rejected Goods or, alternatively, rectify the non-conformity.
- 6.3. In the case of Goods ordered on the basis of specifications or samples, the IITK shall have the right to reject the Goods or any part thereof and terminate the Contract if the Goods do not conform to the specifications and/or samples. Nothing in this clause shall in any way release the Contractor from any warranty or other obligations under the Contract.

7. SHIPPING AND INSURANCE

For overseas orders, shipping arrangements shall be co-ordinated by IITK. Original shipping documents including the packing list shall be airtailed/emailed by the Contractor to the (Assistant Registrar (S&P), IIT, Kanpur – 208 016, UP, India).

8. OBSERVANCE OF LAW AND EXPORT LICENCES

The Contractor shall comply with all laws, ordinance, rules and regulations bearing upon the performance of its obligations under the terms of the Contract. If an export licence or any other governmental authorisation is required for the Goods, it shall be the obligation of the Contractor to obtain such licence or governmental authorisation. In the event of the Contractor's failure to obtain such licence or authorisation within a reasonable time, the IITK may immediately terminate the Contract. Where the award procedure or execution of the Contract is vitiated by substantial errors or irregularities or by fraud, the IITK shall suspend execution of the Contract.

Where such errors, irregularities or fraud are attributable to the Contractor, the IITK may also refuse to make payments or may recover monies already paid, in proportion to the seriousness of the errors, irregularities or fraud. The purpose of suspending the Contract shall be to verify whether presumed substantial errors and irregularities or fraud have actually occurred. If they are not confirmed, execution of the Contract shall resume as soon as possible. A substantial error or irregularity shall be any infringement of a contract or regulatory provision of India, resulting from an act or an omission that causes or might cause a financial loss.

9. PRICE

The price of the Goods shall be as stated in the Purchase Order and may not be increased.

10. PAYMENT

10.1. Unless otherwise stipulated in the Purchase Order, the IITK shall make payment within thirty (30) Days of the later of:

- a.** Successful delivery of the goods to IITK as confirmed by the consignee (Assistant Registrar, Store & Purchase, IIT-Kanpur), endorsed by the indenter and approved by the indenters' Head of Department / Section;
- b.** Receipt of customary shipping documents and any other documents specified in the Contract; and (c) Receipt of the original invoice issued by the Contractor.

10.2. All invoices shall be in original and shall contain the IITK Purchase Order number, and a description, the quantities, unit and total price(s) of the Goods delivered. The currency of invoice and payment shall be as specified in the Purchase Order. Unless otherwise authorised by the IITK, a separate invoice shall be submitted for each shipment under the Contract / PO. Subject to Clause 11 below ('Tax Exemption'), if applicable, the GST amount shall be separately identified in the invoice.

10.3. Payments shall be made in the currency stated in the Contract / PO, on the basis of the equivalent value of INR on the day of payment and paid directly into the nominated bank account.

10.4. The IITK shall not pay any charge for late payments.

11. TAX EXEMPTION

The Contractor's price shall reflect any tax exemption to which the IITK is entitled. If it is subsequently determined that any taxes that have been included in the price are not required to be paid or if, having been paid, any such taxes are subject to refunding, the IITK shall deduct the amount from the Contract price. Payment of such adjusted amount shall constitute full payment by the IITK. In the event that any taxing authority refuses to recognize the IITK's exemption from taxes, the Contractor shall immediately consult with the IITK to determine a mutually acceptable procedure for settling the applicable amount.

12. WARRANTY

- 12.1.** The Contractor warrants that the Goods furnished under the Contract conform to the technical specifications, description and standards specified in the Contract, and are new and unused, and free from defects in design, workmanship and/or materials.
- 12.2.** The Contractor shall provide a warranty for the Goods for a period of one year from the date of acceptance of the Goods by the IITK, unless the standard manufacturer's warranty period is longer in which case the longer period shall apply.
- 12.3.** In the case of "homogeneously defined" or disposable goods, should any portion of the Goods, at any time, not comply with clause 5.1 or 5.2 herein or otherwise prove to be defective, the Contractor shall, upon written notification from the IITK, replace that portion of the Goods and bear all costs associated with the replacement of same.

13. PACKING

- 13.1.** The Goods shall be packed and marked in a proper manner and in accordance with the Contract and any statutory requirements and any requirements of the carrier(s). In particular, the Goods shall be marked with the IITK Purchase Order number and the net, gross and tare weights, the name of the contents shall be clearly marked on each container and all containers of hazardous goods (and all documents relating thereto) shall bear prominent and adequate warnings.
- 13.2.** The Contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and the absence of appropriate handling facilities at all points in transit.
- 13.3.** All packaging materials shall be non-returnable.

14. DEFAULT AND DAMAGES

- 14.1.** If due to reasons attributable to the Contractor, the Contractor fails or refuses to:
 - a.** deliver any or all of the Goods under the Purchase Order;
 - b.** comply with any or all of the terms and conditions set out in the Purchase Order; or
 - c.** deliver any or all of the Goods under the Purchase Order on or before the Delivery Date; the IITK may hold the Contractor in default under the Purchase Order.
- 14.2.** When the Contractor is thus in default, the IITK may, by written notice to the Contractor, immediately terminate the Purchase Order in whole or in such part or parts thereof in respect of which the Contractor is in default.
- 14.3.** Alternatively, to clause 14 above when the Contractor is thus in default, the IITK may, at its own discretion, set a reasonable period of time for the Contractor to remedy its default. Any new Delivery Date shall be specified in a written amendment to the Purchase Order, duly countersigned by the Contractor.
- 14.4.** The IITK may, at its discretion, impose penalties upon the Contractor calculated in accordance with clause 15 for each Day the Contractor is late in delivering the Goods past the Delivery Date initially specified in the Purchase Order.
- 14.5.** If the Contractor does not remedy its default within the period of time accorded under clause 16, the IITK may, by written notice to the Contractor, terminate the Purchase Order with immediate effect.
- 14.6.** Upon any termination of the Purchase Order, in whole or such part(s) thereof in respect of which the Contractor is in default, the IITK may engage another contractor to deliver the Goods and recover any difference in price and any additional costs from the Contractor.

14.7. The Contractor shall indemnify the IITK for all losses, charges, costs and expenses, which the IITK may suffer or incur as a result the Contractor's default, including those resulting from engaging another contractor pursuant to this clause 14.

15. PENALTIES

If, in accordance with clause 15, the IITK imposes penalties on the Contractor, such penalties shall amount to One percent (1%) of the total Purchase Order price for each week following the initial Delivery Date specified in the Purchase Order but shall not amount to more than Ten percent (10%) of the total Purchase Order value. The penalties for the delay may be deducted by IITK from any sum(s) due, or to become due, by the IITK to the Contractor.

16. DELAY NOT ATTRIBUTABLE TO THE CONTRACTOR

If the Contractor is delayed at any time in the delivery of the Goods or fulfilment of any other of the Contractor's obligations by any act or omission of the IITK, or by any of its officials, or by any separate contractor(s) contracted by the IITK, or by changes ordered in the type and/or quantity of the ordered Goods, or the Place(s) of Delivery, or any causes beyond the Contractor's reasonable control, or by any other cause, which the IITK determines may reasonably justify the delay, the Delivery Date of the Goods, or fulfilment of any other of the Contractor's applicable obligations shall be extended for such reasonable period of time as the IITK and the Contractor mutually determine. The set reasonable period of time and any amended delivery date shall be specified in a written amendment to the Contract / PO, duly countersigned by the Contractor.

17. FORCE MAJEURE

As soon as possible after the occurrence of any event constituting Force Majeure, but no later than three (3) Days, the Contractor shall give notice and full particulars in writing to the IITK of the Force Majeure. If the Contractor is thereby rendered unable, wholly or in part, to meet its obligations under the Contract, the IITK may terminate the Contract / PO with immediate effect by providing written notice to the Contractor.

18. INDEMNITY

18.1. The Contractor shall indemnify, hold and save harmless and defend at its own expense the IITK, and all of the foregoing's officials, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses, arising out of acts or omissions of the Contractor or its employees, agents or subcontractors in the performance of the Contract.

18.2. Clause 18 shall include, without limitation, claims and liabilities in the nature of workmen's compensation and claims and liabilities arising out of the use of patented inventions or devices.

19. ASSIGNMENT

19.1. The Contractor shall not assign, transfer, pledge or make other disposition of the Purchase Order or any part thereof or of any of the Contractor's rights, claims or obligations under the Purchase Order except with the express written consent of the IITK. Any assignment made without such consent shall be void and of no effect.

19.2. The Contractor shall not subcontract any of its obligations under the Contract / PO without the express written consent of the IITK. The IITK may require the Contractor to furnish particulars of the proposed subcontract as the IITK deems necessary.

19.3. The IITK's approval of any subcontracting shall not relieve the Contractor from any liability or obligation under the Contract. In any subcontract, the Contractor agrees to

bind the subcontractor by the same terms and conditions by which the Contractor is bound under the Contract / PO.

20. INSOLVENCY AND BANKRUPTCY

20.1. Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, the IITK may with immediate effect and without prejudice to any other right or remedy available to it, suspend the performance of the Contractor's obligations or terminate the Purchase Order with immediate effect, by providing the Contractor with written notice thereof.

20.2. Should the Contractor be adjudged bankrupt, or should the Contractor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Contractor's insolvency, the IITK may, without prejudice to any other right or remedy available to it, terminate the Purchase Order with immediate effect by providing the Contractor with written notice thereof.

21. TERMINATION

21.1. The IITK shall have the right to terminate the Purchase Order or any of the provisions thereof at any time by serving a three days' notice to the Contractor.

22. WAIVER

A waiver of any breach of or default under the Contract / PO shall not constitute a waiver of any other breach or default and shall not affect the other terms of the Contract / PO. The rights and remedies provided by the Purchase Order are cumulative and are not exclusive of any other rights or remedies.

23. ADVERTISING

The Contractor shall not advertise or otherwise make public the fact that it is a contractor to the IITK. The Contractor shall not in any way use the name, emblem, logo, official seal, or any abbreviation of the IITK.

24. DISCRETION AND CONFIDENTIALITY

The Contractor is required to exercise the utmost discretion in all matters relating to the Contract / Purchase Order. Unless required in connection with the performance of the Purchase Order or expressly authorised in writing by the IITK, the Contractor shall not disclose at any time to any third party any information which has not been made public and which is known to the Contractor by reason of its association with the IITK. The Contractor shall not, at any time, use such information to any private advantage. These obligations do not lapse upon any completion, expiration, cancellation or termination of the Contract / PO.

25. NOTICES

Any notice given in connection with the Contract shall be given in English and in writing and shall be deemed to be validly given if sent by registered mail or by fax or by email to the other Party at the following:

- a. for the IITK: the contact details set out in the 'IITK BUYER' name field of the Purchase Order; and
- b. for the Contractor: the contact details set out in the 'CONTRACTOR' named field of the IITK Contract/Purchase Order.

26. STAFF MEMBERS NOT TO BENEFIT

The Contractor shall not grant to any official of the IITK any direct or indirect benefit or preferential treatment on the basis of the Purchase Order or the award thereof. Any breach of this provision shall constitute a fundamental breach of the Purchase Order.

27. GOVERNING LAW

The Contract shall be governed by and construed in accordance with the substantive laws of the Republic of India.

28. SETTLEMENT OF DISPUTES

28.1. The Parties shall use their best efforts to negotiate and amicably settle any disputes, controversies or claims arising out of, or in connection with, the Contract / Purchase Order or its interpretation.

28.2. If the Parties fail to settle the dispute amicably within thirty (30) Days of commencement of the negotiations, the dispute shall be settled through arbitration. One (1) sole arbitrator shall be appointed by the Director of IITK who shall have full powers to make final and binding decisions subject to prevailing laws of India. The appointing authority shall be the Director of IITK. The place of arbitration shall be Kanpur and the language used in the arbitration proceedings shall be English.

29. PRIVILEGES AND IMMUNITIES

No provision of the Contract / Purchase Order shall be deemed, or interpreted as, a waiver of the privileges and immunities enjoyed by the IITK.

30. AMENDMENTS

No modification, amendment or change to the Contract/Purchase Order, or waiver of any of its provisions, or any additional contractual relationship with the Contractor shall be valid unless approved in the form of a written amendment to the Contract/Purchase Order, signed by a fully authorised representative of each Party.

31. VALIDITY

The invalidity in whole or part of any condition of the Contract / Purchase Order or clause thereof shall not affect the validity of the remainder of such condition or clause.

32. ENTIRE AGREEMENT

The Contract / Purchase Order constitute the entire agreement and understanding of the Parties and supersede any previous agreement, whether orally or in writing, between the Parties relating to the subject matter of the Contract.

33. GOVERNING LANGUAGE

The Contract / Purchase Order shall be executed in the English language which shall be the binding and controlling language for all matters relating to the meaning and interpretation of the Contract / Purchase Order.

INDIAN INSTITUTE OF TECHNOLOGY KANPUR

TENDER - NOTICE

Tender No.:	IITK/SPO/2022-23/01
Date :	August 1, 2022
Tender Type:	Online tenders are invited on behalf of the Director, IIT Kanpur from the reputed Firms / Parties, in TWO Cover FORMAT - (Part One: TECHNICAL BID) and (Part Two: FINANCIAL BID) for appointment of agent for consolidation of consignments of imports / exports, shipments from all over the world through Air, Sea, Cargo, Foreign Post Office, Courier and Custom Clearance and transportation upto IIT Kanpur.
Last date & time of submission of Tender:	22 nd August 2022 upto 12:00PM
Place of submission:	Central Stores & Purchase Section IIT Kanpur – 208016
Opening date and time of Tender (Technical Bid) :	23 rd August 2022 at 12:00 PM
Place of opening of tender:	Central Stores & Purchase Section IIT Kanpur – 208016
Earnest Money Deposit:	Earnest Money Deposit (EMD) of Rs.1,00,000 (One Lac only) in the form of Demand Draft (DD) from any nationalized/scheduled bank along with the bid in favour of The Director, IIT Kanpur.
Any Clarification:	Name : Assistant Registrar Dept. : Central Stores & Purchase Section E-mail : import@iitk.ac.in Contact No. : 0512-2597216, 2597384, 2596822

INDIAN INSTITUTE OF TECHNOLOGY, KANPUR

G.T. ROAD, KALYANPUR, KANPUR – 208016 (UP)

TENDER DOCUMENT

Tender No. IITK/SPO/2022-23/01

Dated: 01.08.2022

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

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

1. Bid Document may be obtained by downloading the same from IIT Kanpur website i.e. <http://www.iitk.ac.in/new/tenders-notice> OR from CPP Portal.

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

Part - I

Scope of Work, Guidelines and Instructions

SCOPE OF WORK

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

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

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

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

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

C. EXPORTS TO VARIOUS COUNTRIES: -

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

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

ELIGIBILITY CRITERIA FOR BIDDING

2. The bidding agents should have valid consolidation & Custom House Agent (CHA) License in their own name (single name). Firms not having these qualifications need not apply.
3. The CHA should have Certificate of Incorporation/Registration Certificate of the firm for a period of minimum 10 years under the respective Laws from the competent authorities appointed under in the relevant Acts.
4. The bidder should be registered with the Income Tax Department and have its Permanent Account Number.
5. The bidder should have minimum turnover of not less than 5 crores per annum (details to be uploaded) in the business of freight forwarding. Turnover must be given in the following format duly certified by any Chartered Accountant: -

Financial Year	Turnover Exclusive of Custom Duty (Rs.)	Custom Duty (Rs.)	Total Turnover (Rs.)
A	B	C	D = B + C
2017-18			
2018-19			
2019-20			
2020-21			
2021-22			

6. The Bidder should have successfully executed minimum 200 shipments or more each year during any 3 years for the last five financial years (i.e. 2017-18 to 2021-22) with any Govt. Departments/Public Sector Undertakings/ CSIR Labs / ICAR / ICMR / DRDO / Educational Institutes/ Central Universities / IITs/ Centrally funded Technical Institutes (CFTIs), and
 - i. *In support of the aforesaid criteria, the Bidders have to upload satisfactory performance certificates from their clients providing year wise number of shipments executed. The certificate must bear the name, telephone nos. and e-mail ID of the issuing authority to whom the Institute may contact for information/verification. Or*
 - ii. *The Bidder may submit a self-declaration in the below format on its letter head showing Name of the client/company, Contact person, designation, its telephone nos., e-mail ID and details of year wise shipments executed in a tabular format failing which, the bids will be summarily rejected.*

Name of the Clients with contact details	No. of Shipment executed				
	2017-18	2018-19	2019-20	2020-21	2021-22
1.					
2.					
3.					
4.					
Total					

7. The Firm should be a member of IATA or FIATA and self-attested copy of

membership should be enclosed.

8. The Firm should be an ISO certified company.
9. The Firm should have a valid Goods and Services Tax (GST) Registration Certificate/number.
10. The firm/company should not have been banned or suspended or Blacklisted or put on any holiday nor should presently be facing any service related dispute due to any reasons including adopting corrupt and fraudulent practices by them.
11. The Bidder must have its code numbers from the EPF and ESI departments.

EARNEST MONEY DEPOSIT (EMD)

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

DOCUMENTS TO BE UPLOADED ALONG WITH THE BID

18. The bidders must submit the following documents etc. along with their bids;
 - a) Copy of consolidation registration of Firm and Customs House Agent certificate (CHA).
 - a) Copy of Certificate of Incorporation/Registration Certificate of the firm.
 - b) Copy of Permanent Account Number (PAN)
 - c) CA certificate in the specified format as indicated in the in para 5 above.
 - d) Certificate from the clients and/or self-declaration as per point (i&ii) of para 6 failing which, the bid will be summarily rejected.
 - e) Copies of bill of entry (10 Nos.) assessed @ 5.15% except nil duty clearance.
 - f) Copy of IATA/FIATA membership certificate.
 - g) Copy of ISO certificate.
 - h) Copy of Goods and Services Tax (GST) Registration certificate/ number.
 - i) Copy of the prevailing IATA rates.

- j) The list of the customers (with their full address) where similar nature of services have been rendered during the last three years i.e. 2019-20, 2020-21 & 2021-22.
 - k) Undertaking by the Bidder in 'Annexure-B' to be furnished without any addition, alteration, cutting, or remark.
 - l) List of console associated in foreign countries with complete address, telephone number, fax no., e-mail address and contact persons.
 - m) Please enclose a terms & conditions compliance statement on a separate sheet showing acceptance with the terms desired by the IITK.
 - n) Please enclose an undertaking to the effect that the company/firm has not been blacklisted or suspended or put on any holiday or does not have any service related dispute with/by any institutional agency, Government department or Public Sector Undertaking at present.
 - o) Copy of EPF and ESI registration certificate.
 - p) Undertaking on the bidding firm's letter head to the effect that the rates quoted in the bid are not more or higher than those specified in the latest IATA TACT book.
 - q) An undertaking to the effect that no consignment of IITK will be detained / withheld by them under any circumstances, whatsoever, before or after the clearance.
 - r) Authority/Resolution in favour of the person signing the bid on behalf of the firm.
 - s) Format of Special Qualification "Group - C"
 - t) Any other document in support of claims made by the bidder if deemed relevant.
19. The uploaded copies of all above documents should be legible and duly attested.

AMENDMENT IN BID DOCUMENT AND OTHER INFORMATION

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

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

OTHER INSTRUCTIONS/CONDITIONS

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

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

34. For signing the contract agreement, the successful bidder shall have to furnish a stamp paper from Kanpur of Rs.100/- only in its own name and cost.
35. In case of space for providing the information under any column/clause is found to be insufficient, then the same should be furnished in separate sheet.
36. Each and every page of the bid including the attachments must be signed by the bidder or its competent authorized person under seal.
37. Institute shall provide relaxation to the bidders as per Rule 153 of GFR 2017.

SUBMISSION AND OPENING OF BIDS

38. The bids should be submitted online on CPP Portal in Two Cover.
 - a) The Technical Bid should be uploaded online in cover – 1. The Technical Bid must be uploaded along with the documents as are detailed in clause 18 (a to s).
 - b) The Financial Bid should be uploaded online in cover – 2.
39. Initially, the technical bids will be opened first and would be evaluated as per the laid down methodology. Thereafter, the financial bids of only those firms will be opened, who have qualified in the evaluation of their technical bids.

CRITERIA FOR EVALUATION OF BIDS

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

DISCRETION OF THE INSTITUTE

42. The Director, IIT Kanpur, reserves the right to accept or reject partly or wholly any tender without assigning any reasons, whatsoever and the decision of the Director shall not be subject to any challenge in any manner nor would the bidders be entitled for any claim in this regard.
43. If two or more bidders score the same marks in evaluation, the Director, IIT Kanpur shall be at liberty to award the contract to any one bidder or to all lowest bidders keeping in view their infrastructure, past performance and also to distribute the work amongst them at its sole discretion.

44. IITK reserves the right :

- a. Of appointing a panel of agents for consolidation and customs clearance work by matching rates to L1. As such, all the agents who are duly empaneled, shall be bound to abide by all the terms and condition of tender document including going for signing the contract agreement as well in this behalf.
- b. Of appointing another clearing agent if the bidder whose bid is finally successful and has accordingly been awarded the contract, is unable to render the services in terms of the Contract or is overworked in emergencies and if the IITK is satisfied that the Agent is not in a position to render specific services during certain period.
- c. To retain full discretion to allocate work among the Clearing Agents in case of (a) and/or (b) above and in such eventuality, the agent will not be entitled to make any representation on this account.
- d. Institute reserves the right to appoint any other clearing agent during contract period for smooth work.

Date:
Place:

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

Part - II

TERMS & CONDITIONS AND CONTRACTUAL OBLIGATIONS

General

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

Duration of the Contract

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

Shipments and Airfreight of Import and Export Consignments

5. Import can be from any country of the world. As such, the IATA rates and discounts shall be applicable there also.
6. Likewise, in the matter of exports, the IATA rates only shall be applicable as may be prevalent at the time.
7. On receipt of consignment, the firm shall have to submit a clear copy of Master Air Way Bill (MAWB), House Air Way Bill (HAWB), Cargo Arrival Notice (CAN), Commercial Invoice & packing list for Bank Release Order (BRO).
8. The bidder must have its own arrangements of warehousing, insurance, pick-up and delivery by road within the country and also in the exporting country. Details of these facilities in India should be given for proper evaluation. The agent will be responsible to deliver the goods to the respective indenter of the materials in the Institute.
9. All other statutory charges will be paid as per actual, after submitting original documents.
10. The consignments must be shipped in the first available console of any airline.
11. The agent shall be responsible for the safety of the cargo in all circumstances, besides handling complete and proper papers whether it may be for Import or Export of consignment. In the event of non-availability of invoice or other relevant papers, if the consignments incur any demurrage or penalty, the agent shall be solely responsible for the same.
12. Pre-shipment advice/alert must be intimated well in advance (48 hours prior to shipment). A weekly statement showing consignment shipped during last week and the proposed shipment during the next week through fax / e- mail shall have to be invariably submitted. The Agent would also give the detailed prior information of the materials to be shifted from Delhi to IIT Kanpur by fax/e-mail so that Inspection

Report could be prepared and unloading arrangement should be made in advance, if any. The IITK shall not bear/pay any demurrage charges on account of any delay in clearance attributable to clearing agent or their freight forwarder.

13. The agent shall have to pay all the clearing charges of the consignment including customs duty & IGST up to **Rupees One Lac per consignment** (shipment). Airfreight/Sea-freight charges and clearing charges etc. will be paid to the Agent after original receipt of the consignment at IIT Kanpur Central Stores as also the receipt of pre receipted bill in duplicate addressed to The Assistant Registrar (Stores & Purchase) IIT Kanpur, along with the relevant documents as proof for which payment has to be charged by the firm. All the receipts should be provided in original including HAWB. The bill should be submitted within 15 days from the release of materials from custom. The Institute will not be responsible to pay the clearance/custom charges, if agent fails to submit the bill within stipulated time.
14. The Institute shall not be liable for payment of airfreight, customs duty, clearing charges and transportation charges, if the consignment is found in externally damaged condition/ short delivery. However, the payment will be released after the amount has been recouped in such cases from the insurance company concerned. It will be the responsibility of the agent to provide the damage certificate/short delivery certificate to the Institute, in case of damage/short delivery of the consignment.
15. The consignment after clearance from airport/seaport should be delivered to the Institute's warehouse at Kanpur i.e. the Central Stores within seven working days. In case of any urgent and/or perishable items, it should be delivered directly within minimum required period with proper arrangements. The perishable consignments should be cleared immediately on landing and clearance process for such consignments should begin well in advance. In case, a perishable consignment is damaged due to insufficient arrangement or Dry Ice during clearance & transportation upto IIT Kanpur, the agent shall be held solely responsible for the complete loss in this regard.
16. Any kind of loss or damage to the consignment from foreign airport to the Institute's Central Stores at Kanpur and of its recoupment will be firm's/agency's responsibility. However, necessary documents on this account (to be prepared by the agent) will be signed by the Institute in the capacity of consignee/importer.
17. If any damages/pilferage/theft/shortage occurs during the transportation or loading and unloading under the custody of the agent/freight forwarder after taking delivery from the AAI, the agent shall be entirely responsible for the total losses and the same will be recovered from the agent. This will be as per the IATA rules. In the event of damages/shortage/pilferage to the consignment, open delivery may be taken by the Institute subject to the condition that the same is detected in course of customs clearance. However, in such case, this fact must be got recorded on the Bill of entry and a copy of which will be provided by the agent to the Institute.
18. Unloading and distribution of consignment at IIT Kanpur will be the agents' responsibility. The unloading shall be made in the presence and supervision of the staff (Central Stores).
19. The agent shall be liable to engage Insurance approved transporters only i.e. the transporters who have the documentations as per the approved norms of the

insurance company.

20. If, any nearby International Airport agent's associates happen to be not available, consolidation agent will be responsible for making arrangements for smooth shipment (for EX- WORK/FOB/FCA) from any country to Indian Airport/Seaport, and for that, agent shall not be entitled to claim any extra charges.

Entitlement of Air Freight Charges:

21. The agent shall charge the freight charges on the basis of IATA rates which are fixed by IATA. The IATA rates from respective country of import should be considered as the reference while offering discount on Forwarding / Consolidation rates.
22. Under no circumstances should these rates be more than those specified in the latest IATA TACT book. The firm shall have to furnish an undertaking to this effect on its letter-head.
23. However, it is made clear that the airfreight by the agent shall be charged on the basis of either the "**Gross weight**" or otherwise "**Volume Weight**" of the consignment, whichever is higher. As such, the weight for the purpose of Airfreight will be deemed to be the "**chargeable weight**" of the consignment.
24. It shall be the responsibility of the agent to mention proper dimensions in the Air Way Bill in terms of the cms/Inches/odd dimension etc. in import as well as in the export documents.
25. The consignment should be shipped in the first available console of any airline.
26. For the purposes of calculation of air freight charges and sea freight charges, the SBI, TT selling rate or Customs/RBI exchange rate (Import) of foreign currency as prevailing on the date of arrival in India, shall be applicable.
27. **Ex-works shipments:** In case, the foreign supplier has agreed to supply the goods on Ex-works basis, the consignment shall be lifted by the agent from the foreign suppliers and forwarded/delivered to IIT Kanpur (U.P.) via New Delhi. The inland handling/ forwarding charges shall be paid by IIT Kanpur on actual basis.
28. Bank Release Order (for consignments against irrevocable letter of credit) will be delivered after its receipt from the bank. Custom clearance should be initiated without waiting for bank release order which generally takes time.
29. Even in cases of any dispute, the consignment shall be cleared by the agent and handed over to IIT Kanpur, pending the settlement thereof.
30. The efficiency of custom agency will be judged by the Institute on following aspects:
- a. Eliminating payment of demurrage/penalty charges.
 - b. Coordinating with customs/carrier and obtaining cargo arrival notice within 24 hrs of landing at New Delhi airport and forwarding the same to IIT Kanpur.
 - c. Number of consignments damaged during the year and follow up by the agency thereon.
 - d. Time taken to deliver the consignments at IIT Kanpur after release of the shipment from the airport.
31. The agency shall intimate IIT Kanpur well in advance (48 hrs./pre-alert advice) from the date of arrival of the consignment at IGI, New Delhi airport with the house airway

bill (HAWB) and master airway bill (MAWB) numbers so that the required documents are prepared and sent to Delhi in time. The agency shall be held responsible for any delay on their part where they do not file the bill of entry with custom or do not confirm any discrepancy to IIT Kanpur. The penalty and demurrage charges due to agent's negligence will be recovered from them. Similarly, the agent shall have to make good to IIT Kanpur, any loss incurred due to negligence or failure on their part in taking prompt action in finalization of the Bill of Entry and clearance of consignment. The firm may be required to carry out or arrange to carry out the inspection of the ordered material at the country airport of shipment or suppliers premises on behalf of IIT Kanpur, if required in certain cases. Safe custody of the consignment cleared shall be the responsibility of the agency until it is delivered to Central Stores, IIT Kanpur and delivered to the concerned indenter. The unloading of the materials at IIT Kanpur will be the responsibility of the agent. The Institute will pay the crane/forklift charges for unloading of heavy materials only.

32. The agent shall also be responsible for clearance of material shipped by any other console (CIF/CIP/C&F) or Direct Purchase Order, if all relevant documents and intimation has been provided to them in advance by IIT Kanpur. In such cases, no Demurrage shall be payable under any circumstances whatsoever, save in cases, where the lapse has been on the part of the Institute. The Agent shall be fully responsible for proper monitoring of shipment from principal supplier and arrangement of Demurrage Free clearance of consignment coming from other console including Direct Orders.
33. It shall be responsibility of the agent to ensure/check that the consignment has been properly insured before shipping it from the respective countries.
34. In case of Export & Re-Import, the agent shall be fully responsible to take Insurance policy for consignment(s). However, the same shall be reimbursed by the Institute after the original policy document with proper bill on actual is produced.
35. It is understood that if any loss is incurred due to non-insurance of the consignment(s) during transit, the total loss shall be recovered from the agent's bills or otherwise.
36. Agent shall make good to Institute, any loss that has to be incurred due to the negligence/ failure on its part in taking prompt action in finalization of Bill of Entry and clearance of consignment within the stipulated period. Such losses to the Institute shall be recovered from either its bills or other means as deemed appropriate.
37. The agent shall have to bear the applicable customs duty & IGST up to a limit of Rs.1,00,000/- (Rupees One Lac only), on behalf of IIT Kanpur, which will be reimbursed to the agent along with the Bill submitted in this behalf. However, in case, the amount of Custom Duty & IGST exceeds the said limit of Rs. One Lac, then the agent shall instantly intimate IIT Kanpur about the amount with detailed calculations involved in the Custom Duty, IGST & Freight vis-à-vis the Purchase Order well in advance and simultaneously submit a Proforma Invoice thereof, to enable the Institute arranging for the payment in time i.e. by 24 hrs, prior to the landing of the shipment. However, if advance payment as aforesaid, is delayed for certain reasons, the agent shall ensure to pay on his own the entire sum as may be payable which shall subsequently be reimbursed to the agent within three days. It is made clear that if the delay in intimating to the Institute is caused on the part of the agent about the duty payable, then only the agent shall be held liable for all consequences and costs

including the interest burden etc. and no plea in this regard shall be accepted/entertained.

38. The consignment shall be moved within seven (07) days of receipt of the material from the foreign supplier/firm (For FOB/FCA/EX-WORK) and after clearance from airport/Sea Port, delivered at the Institute's Central Stores within a week (7 days of landing at IGI New Delhi) (For FOB/FCA/EX- WORK/CIF etc).
39. In case, the cargo is received in shortage/damaged condition/short landing cargo, no payment shall be released to the agent until IIT Kanpur receives the complete consignment/insurance claim. In all such cases, the agent shall be required to instantly file "Shortage" or "Damaged" or "Not Found" or "Not Traceable" notice with the Airport Authorities and further, obtain necessary certificate thereto or damage certificate from the Airlines / Sea liner besides lodging necessary claim with the authorities concerned, under intimation to IIT Kanpur. It shall be the duty of the agent to also follow up the matter with Insurance Company for claim settlement including obtaining damage certificate, surveyor inspection along with the Institute representative, lodging the claim and taking other necessary action.
40. At times, some of the consignments of the institute may be under temporary export/import items. Hence the agent would have to handle such consignments as well.
41. **Penalty Clause:** IIT Kanpur reserves the right to deduct a penalty for Rs.500 per day for delay in consolidation and Airfreight of IITK shipments and their delivery to Central Stores, IIT Kanpur. The period of delay will be calculated after 4 weeks from the date of intimation from the supplier about the readiness of Equipment/Consumable for shipment. This will also be applicable for delays in shifting of material from New Delhi to IIT Kanpur after 07 days of clearance.
42. All the imports effected by the Institute are partially customs duty free under Notification No. 51/96 dated 23.07.1996. To avail the said duty exemption, a certificate against each import will be provided by the Institute, on receipt of Cargo Arrival Notice from the agent for custom clearance purposes. The applicable custom duty after duty exemption certificate in all shipments is presented/submitted to the respective authority shall be payable @ 5.15% only leaving the 100% duty free items. The agent will file Bill of Entry just after landing of the consignment under intimation to us for arranging duty exemption certificate. In case of any customs objection, the written communication must be sent to the Institute without any delay. In no case, full Custom Duty shall be paid by the agent once the Custom Duty Exemption Certificate has been provided by the Institute.

Performance Bank Guarantee:

43. The successful bidder shall have to furnish an unconditional Performance Security Deposit / Performance Bank Guarantee of **Rs.25,00,000/- (Rupees Twenty-Five Lac Only) from a nationalized bank only** as security, within fifteen days of the award of order.
44. The security deposit/Performance Bank Guarantee must be valid for 48 months from the date of contract and which should remain valid till three months after the expiry of the contract term.
45. The security deposit/Bank Guarantee will be refunded / returned three months after the completion of contract subject to clearance and delivery of all the shipments to

the Institute as per the terms and conditions of agreement and again on written request having been made in this behalf by the contractor. No interest would be paid on the security deposit or Bank Guarantee. In case, the contractor fails to provide satisfactory services during the contract period or discontinues fulfilling the contracted obligations in any manner or is found at fault, the performance bank guarantee shall be forfeited without assigning any reasons, whatsoever and the contractor shall have no right to claim for refund of performance security deposit. The Director, IIT Kanpur will have the discretion to invoke the payment from the bank in case of any breach of contract.

- 46. Fidelity Guarantee Bond:** Since the agent shall have to handle sophisticated and valuable consignments as well, the agent shall further be bound to furnish a fidelity guarantee bond as well for an amount of **Rs.50,00,000/- (Rupees Fifty Lac only)** in favour of the Director, IIT Kanpur within 15 days of the receipt of the letter of acceptance issued by the Institute, so as to safeguard the interest of IIT Kanpur in case, of any loss is caused to IIT Kanpur due to any act of omission and commission by the agent. This bond must be duly attested by the agent's bank which should be a Nationalized Bank. This bond must be valid for 48 months from the date of contract and which should remain valid till three months after the expiry of the contract term.

Termination

47. The contract may be terminated by either party to the contract by giving three months' prior notice to the other party without assigning any reasons.
48. The Institute may at its discretion, terminate the contract by giving prior notice as deems appropriate in case of the service being found unsatisfactorily or any term of the contract being breached and which in its opinion may be harmful to its interests as also to the spirit of the contract.
49. The contract may be terminated by the Institute in terms of the stipulations provided elsewhere in the contract.
50. It is made clear that if any information/certificate furnished by the bidder is subsequently, after or before award of the contract, is found to be untrue or false, the award of the contract may be terminated by the institute at its discretion forthwith and the bidder/contractor shall have no claim, whatsoever, in this regard and the EMD or the Performance Bank Guarantee, as the case may be, would be liable for forfeiture, wholly or in part, at the discretion of the Institute.

Arbitration

51. Except as otherwise provided anywhere in this offer, if any dispute, difference, question of disagreement or matter, whatsoever, before or after completion or abandonment of work, hereafter arises between the parties, as to the meaning, operation or effect of the Contract or out of or relating to the contract or breach

thereof, the same shall be referred to a Sole Arbitrator to be appointed by the Dy. Director of the Institute at the time of dispute.

52. If the arbitrator, to whom the matter is originally referred, dies or refuses to act or resigns for any reasons from the position of arbitration, it shall be lawful for the Dy. Director of the Institute to appoint another person to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which it was left by its predecessor, provided both the parties consent to this effect, failing which, the arbitrator shall be entitled to proceed on the matter de-novo.
53. It is a term of the contract that the party invoking the arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration under the clause.
54. It is a term of the contract that the cost of arbitration shall be borne by the parties themselves.
55. The venue of the arbitration shall be at Kanpur.
56. Subject as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof and rules made there-under and for the time being in force, shall apply to the arbitration proceedings under this clause.

Force Majeure

57. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term "force majeure" as employed herein shall mean, acts of god, war, revolt, riot, fire, flood and acts and regulation of the Government of India or any of its authorized agencies.
58. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 7 (seven) day of the alleged beginning and ending thereof giving full particulars and satisfactory proof.
59. The time for performance of relative obligations suspended by the force majeure may be extended by the period for which the cause lasts or condoned by the Institute without any penalty.
60. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the option of cancelling the Contract in whole or in part thereof at its own discretion. Any situation of force majeure shall not be payable by the Institute under any circumstances.

Jurisdiction

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

Date:
Place:

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

Undertaking by The Tenderer

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

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

14. We agree to the payment terms as mentioned in the terms and conditions.
15. We agree, if MAWB, HAWB, LC Number or Invoice detail of shipment will be found wrong then immediately intimate to IIT Kanpur, Central Stores by e-mail/Phone/Fax with intimation to the principal supplier for correction etc, before filing the bill of entry.
16. We agree, if cargo is received in damaged condition/short landing cargo, no payment shall be made to the agent till IIT Kanpur receives the insurance claim. In such cases, we will file shortage/damaged/not found/not traceable notice with airport authorities and obtain necessary Certificate/Damage Certificate from the airline and lodge necessary claim with the concerned authorities under intimation to IIT Kanpur.
17. We agree, if the packet of consignment is found externally damaged at the airport/seaport, then we will first inform to IITK, Central Stores for insurance survey. It will also be applicable to those consignments which will come through other consol.
18. During inland transportations, any loss/damage shall be the sole responsibility of ours. In that case, we shall provide loss/damage certificate immediately and ensure following-up the insurance cases till reimbursement from the insurance company is received and only thereafter, we shall submit the clearance charge bill for payment.
19. As we shall handle sophisticated and valuable consignments as well, we shall furnish a Fidelity Bond of Rs.50,00,000/- (Rupees Fifty Lac) valid for 48 months in favour of "The Director, IIT Kanpur" to safeguard the interest of IIT Kanpur in the event of any loss to IIT Kanpur for any act of omission and commission by us, which should be valid till contract period. The director IIT Kanpur will have the discretion to order for the forfeiture of deposit for any breach of contract.
20. We shall submit performance Bank Guarantee from Nationalized Bank of Rs.25,00,000/- valid at least for 48 months from the date of contract period, if the contract is awarded in our favour.
21. We agree that, we will not detain/withhold any consignment of IIT Kanpur before or after the clearance, under any circumstances.
22. We shall submit the bills within 15 days of clearance of consignment with all relevant & supporting documents.
23. We have no objection, if Institute appoints/empanel multiple clearing agent/freight forwarders for the same works.
24. We agree and accept all the Terms & Conditions of the tender document.

Date:
Place:

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

FINANCIAL BID

ANNEXURE - A

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

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

Group	Weightage
A	25
B	20
C	40
D	15

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

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

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

Note:

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

Date:

Place:

Signatures:

Name in Full:

Designation:

Name of the Firm:

Official Seal:

DISCOUNTED RATES OF AIRFREIGHT FOR FORWARDING CASES (IMPORT)-

Discount offered on standard IATA/Tariff rates (a single flat discount for each category to be offered irrespective of weight slabs)	Criteria for calculating marks
1. For forwarding cases : _____ %	Flat Discount offered
Discount in words:	One mark will be given for every one Percent of discount offered on IATA Rates.

Note :

1. Every six months, a copy of IATA rates will be required to be submitted by bidders. In case of shipment on FOB/FCA basis, no Terminal charges, Forwarder's fee; Charges for loading to carrier in shipping country etc. will 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 in original.
2. No other charges except freight, fuel & security surcharges will be paid on FOB/FCA consignment. Bidders may quote their discount adjusting other charges if any. Fuel & Security surcharges will be paid on actual basis as shown on MAWB. The signed copy of MAWB should be enclosed with the bills.
3. The firm offering Abnormally High Discount or Abnormally Low Discount on IATA rates or NIL quote for any services, will be considered as a Non-responsive bid and hence will be summarily rejected.

Date:
Place:

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

Group - B

Following three categories of charges are included in this group:

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

Rates to be quoted for following categories of charges:-			
Category	Our Benchmark	Rate quoted by the firm	Criteria for calculating marks
1. Agency Service Charge for FOB/FCA/ EX-WORKS shipments including [Labour charges or loading at airport, EDI/CMC/BE Charges Documentation fee. IFC Charges, IGM Filling Charges, Sealing and any other charges relevant to the clearance of consignment from Airport. GST on Agency Commission shall be payable as per rules.]	(Rs.3,500/-) per shipment	Rs.....	1. Bidder with lowest rate will get 40 marks and Bidder with Highest rate will get 0 marks. Rest of the Bidders will be given marks between 0 to 40 proportionately depending upon their respective rate.
2. Replenishment of Dry Ice in Consignments having perishable contents.	Rs. 30 per KG	Rs..... per Kg.	2. Bidder with lowest rate will get 25 marks and bidder with highest rate will get 0 marks, rest of the Bidder will be given marks between 0 to 25 proportionately depending upon their respective rate.
3. Agency Service charge for CIF and C&F Shipments, if arrives by other than bidder's console	(Rs.5,000/-) per shipment	Rs.....	3. Bidder with lowest rate will get 35 marks and Bidder with highest rate will get 0 marks. Rest of the Bidders will be given mark between 0 to 35 proportionately depending upon their respective rate.

Note:

1. DO charges on other than bidder's console consignments will be paid on actual on original receipt.
2. No DO charges will be paid for the consignments arrive under bidder's consol.
3. TSP charges excluding demurrage charges will be paid on actual on submission of original receipt.
4. The firm offering Abnormally High Discount or Abnormally Low Discount on IATA rates or NIL quote for any services, will be considered as a Non-responsive bid and hence will be summarily rejected.

Date:
Place:

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

Group-C

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

1. Size/Strength of the Company:	1. Those Companies having highest permanent personnel employed in freight forwarding and customs clearance activities with the record of provident fund deposited by the company will be awarded 40 marks in this category and Company having less than 20 permanent employees will get 0 marks in this category. Rest of the bidders will be given marks between 0-40 proportionately depending upon their respective employees.
2. Turn over the Company:	2. The company having turn-over of Rs.5 crore and above in the business of freight forwarding will be awarded 15 Marks.
3. Past record of the firms in different IIT's / Central Universities/Govt. Departments:	3. Firms producing certificates/self-declaration of satisfactory execution of minimum 200 shipments per year for any 3 years during the last five years (i.e. 2017-18 to 2021-22) with any Govt. organization(s) will be awarded 20 marks.
4. Experience of handling perishable and live animal shipments.	4. Firms producing copy of at least 5 (Five) bill of entry(s) along with corresponding Airway Bills in support of timely clearance of perishable and live animal shipments during last two years (2020-2022) will be awarded 5 marks.
5. Experience with IITs:	5. Bidding Firms having successfully completed its contract with 2 IITs or more during the last 5 years, will be awarded 10 Marks.
6. IATA/FIATA Membership	6. Firms having IATA membership will be awarded 5 Marks and 10 Marks to those who have membership of both IATA and FIATA.

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

Date:
Place:

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

Group-D

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

<p>Rates are to be quoted for following four categories:</p> <ol style="list-style-type: none">1. Delivery of small consignments upto 10 Kg. @ Rs. _____2. Per truck (Medium lorry like TATA-407) @ Rs. _____3. Per Truck (Big Lorry) @ Rs. _____4. Heavy Lorry (Like Container Truck) @ Rs. _____	<p>Criteria for calculating marks:</p> <p>25 Marks shall be given separately for each category of transportation. A maximum of 25 marks shall be given to the lowest bidder in the category and the highest rates in each category shall fetch 0 marks. Rest of the bidders will be given marks proportionately. The total marks of a bidder in this group shall be the sum of marks scored in all four categories of transportation.</p>
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Note: -

1. After clearance of the Consignment from Airport/Seaport, it shall be the duty of the clearing Agent to bring the shipment to their warehouse or directly send to IIT Kanpur. No separate charges for internal transportation of the equipment at Delhi shall be paid to Clearing Agent. Therefore, bidder should keep in mind this aspect while quoting the transportation charges from New Delhi to IIT Kanpur.
2. Any separate charges for CHA warehouse at New Delhi will not be paid extra on any circumstances.
3. The firm offering Abnormally High Discount or Abnormally Low Discount on IATA rates or NIL quote for any services, will be considered as a Non-responsive bid and hence will be summarily rejected.

Date:
Place:

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

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date: _____

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: - _____

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

_____ as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

Certificate for Tender
(To be given on Company Letter Head)

Date: _____

To,

Sub: Certificate of compliance as per Rule 144 (xi) GFR's 2017

Tender Reference No: _____

Name of Tender / Work: - _____

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

Certificate for Tender for Works involving possibility of sub-contracting
(To be given on Company Letter Head)

Date: _____

To,

Sub: Certificate of compliance as per Rule 144 (xi) GFR's 2017

Tender Reference No: _____

Name of Tender / Work: - _____

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

Declaration for Local Content

**(To be given on Company Letter Head - For tender value below Rs.10 Crores)
(To be given by Statutory Auditor/Cost Auditor/Cost Accountant/CA for tender value above
Rs.10 Crores)**

Date: _____

To,
The Director,
Indian Institute of Technology Kanpur,
GT Road, Kalyanpur, Kanpur -208016

Sub: Declaration of Local content

Tender Reference No: _____

Name of Tender / Work: - _____

1. Country of Origin of Goods being offered: _____
2. We hereby declare that items offered has _____% local content.

“Local Content” means the amount of value added in India which shall, be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

*“*False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.”*

**Yours Faithfully,
(Signature of the Bidder, with Official Seal)**