

**INTER – UNIVERSITY ACCELERATOR CENTRE
ARUNA ASAF ALI MARG, POST BOX NO. 10502
NEW DELHI-110067**

NOTICE INVITING TENDER NO. IUAC/NIT/11/S&P/2017-18

Name of work	:	CONSOLIDATION-CUM-CUSTOM CLEARANCE AGENT FOR IMPORTS & EXPORTS
Earnest Money Deposit	:	Rs 1,00,000/- in the form of D.D. Only.
Tender Fee	:	Rs. 500/- by Cash/DD (Exempted if the tender document is downloaded)
Last Date and Time of Submission of Tender	:	30/11/2017 at 3.00 p.m.
Date & Time of opening of Tender: (Technical bid - Part-A)	:	30/11/2017 at 3.30 p.m.
Date & Time of Opening of Price Bid (Part-B)	:	To be intimated later on to technically qualified bidders.
Address for submission of tender	:	Administrative Officer (S&P) Inter-University Accelerator Centre Aruna Asaf Ali Marg Post Box: 10 502 New Delhi-110 067.

IUAC is interested in appointing its Custom House Agent for Custom Clearing and Freight forwarding of Air/Sea consignments. IUAC places import orders primarily on F.O.B./F.C.A. basis. A few purchase orders are also placed on ex-works and C.I.F. basis. IUAC is exempted from Custom Duty in accordance with notification No 51/96- Customs dated 23.07.1996 and DSIR Registration No.TU/V/RG-CDE(4)/2016 Dated 26 August, 2016. Some times, IUAC has to re-export the defective/wrongly dispatched items to the foreign suppliers.

Any change/amendment/corrigendum etc. to this NIT before opening the tender will be available in IUAC website: www.iuac.res.in only. Bidders are advised to check the website before final submission.

GENERAL TERMS AND CONDITIONS OF TENDER

- Submission of Tender:** Tenders should be submitted in sealed envelopes in two Parts separately, i.e. "Technical Bid" (Part-A) and "Price Bid" (Part-B). Both the parts should be further sealed in an envelop super-scribing NIT No. & Name of work, due date for opening, bidder's name & address etc. The tender duly filled in may be sent to above mentioned address either by post or hand delivered in the tender box kept at the

entrance, after ensuring due entries made at the reception. It should not be handed over to any employee of the Centre. No tender shall be accepted later than the time schedule specified above.

2. **Technical Bid (Part-A)** : In this bid, the bidder should submit his company profile, organizational setup, credentials, copies of work orders during the last five years etc. No deviations in respect of NIT conditions are acceptable. The bidders are required to attach entire NIT (except for the price bid part) duly signed & stamped as a token of acceptance to the NIT conditions with this bid.

The Agency should attach the following specific documents, which are essential for pre-qualification:

(a) The Agency should have a valid license of ten (10) years old for the Custom Clearance and they should possess FIATA membership. Freight forwarding offers through third party etc. will not be accepted. Copies of CHA license and FIATA membership should be attached.

(b) Copies of GST and PAN CARD of the firm.

(c) CHA should not be blacklisted/Suspended or any service related dispute with any organisation/Govt. Organisations/ Banks in India or out side India. A declaration in this regard should be attached as per the format attached as Annexure A.

(d) A complete list of overseas freight forwarders/consolidating agents of CHA with contact details should be attached.

(e) Copies of at least three work orders and satisfactory completion certificates of clients during the last five years should be attached. Each contract should be of at least one year duration.

(f) The bidder should provide a list of their clients with special reference to Govt./Educational/Research institutes along with addresses.

(g) A copy of current IATA rates applicable on the date of submission of tender should be attached. IATA rates of countries: USA, UK, Germany, Japan, Netherland, France, Canada, Singapore, Switzerland, Italy, Hong Kong, Denmark, Taiwan, Australia, South Korea and UAE should be provided.

(h) Entire NIT (except Price bid) duly signed & stamped should be attached as a token of acceptance to the NIT conditions.

(i) Earnest Money Deposit of Rs.1,00,000/- in the form of a Demand Draft only should be enclosed.

3. **Price Bid (Part-B)** : In this bid the bidder is required to quote his item rates/prices for the consolidation and custom clearance, transportation and discount on freight etc. as per the attached Price Schedule form. The bidder should quote unconditional rates, neatly written without any overwriting and duly signed & stamped on all pages. The freight charges should be on the basis of current IATA rates. The bidder should offer a fixed percentage of discount on IATA rates, which should be applicable to all weight slabs. In case of separate discount rates applicable to Over Dimensional, Dangerous, Hazardous and Radioactive items, the discount rates should be indicated separately. Under no

circumstances should these rates exceed than those specified in latest issue of the IATA Tact Book.

All other charges like Pickup charges, Handling charges, Documentation Charges, Airline D.O. Charges etc. applicable to EX-Works and FCA shipments, the actual debit notes from foreign consolidators should be provided. Statutory charges like Fuel charges, Security charges etc. will be paid against AWB.

4. **Earnest Money Deposit:** An earnest money deposit of Rs. 1,00,000/- (Rupees one lakh only) has to be enclosed along with the technical bid in the form of a Bank Draft in favour of “**Inter-University Accelerator Centre**”, payable at New Delhi. No Cheque/Cash shall be accepted as EMD. EMD of technically disqualified bidders will be returned within 15 days from the date of evaluation of the technical bids. The EMDs of unsuccessful bidders will be refunded within 15 days from the date of opening of price bids. The EMD of the successful/lowest bidder will be held back with the Centre as interest free Security Deposit and will be released only after the completion of contract period. EMD of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or derogates from the tender in any respect within the period of validity of its tender.

Exemption: The bidders registered with the National Small Scale Industries Corporation (NSSIC) are exempted from paying the EMD as per the Govt. of India Rules.

5. **Validity of tender:** The Tender shall be valid for our acceptance without any change in rates and NIT conditions for a period of 90 days from the date of opening of price bid.

SCOPE OF WORK:

6. That the bidder shall act as a Consolidator, Clearing, Forwarding and Transporting Agent for the Inter-University Accelerator Centre (IUAC), for the stores imported from foreign suppliers/manufacturers, i.e. spare parts, consumable goods, chemicals, instruments etc. at Custom House, New Delhi Airport and at any Sea Port in the Country.
7. The Agent shall be required to act according to the current Customs Rules and as amended from time to time and take such steps to ensure that the interests of the Inter-University Accelerator Centre, New Delhi are protected while clearing the stores.
8. The Agent should give pre-alert over e-mail or telephone before the actual arrival of shipments so that IUAC can arrange required documents and apply for insurance cover, if any.
9. The Agent should send their representative on daily basis to the Centre to collect the required documents.
10. The Agent shall be responsible for finalization of the Bill of Entry and release of the consignments from the Airport within DEMURRAGE FREE period on arrival of the consignment. The Agent shall make every effort to clear consignments within the free period without payment of warehouse/ demurrage charges. However, in case of payment warehouse/ demurrage charges, justification for the same (including datewise action taken by the Agent) with explanatory data shall be given by the Agent. Demurrage/Warehouse charges can however be reimbursed only if there is absolutely no fault of the Agent in speedy clearance of the items and only incase of situations beyond the control of the agent.

11. **Ex-Works shipments:** In case the foreign supplier agrees to supply the goods on ex-works basis only, the consignment shall be lifted by the agent from the foreign supplier's works for onward shipment. The inland handling/forwarding charges upto nearest gateway airport in the supplier country shall be paid at actual but the agent must obtain prior approval to such charges.
12. **Re-export and re-import:** The agent shall also do all the customs formalities such as filing & processing of shipping bills required to sent back/export items of replacement/repairs as and when required by the Centre on the same terms and conditions of the import consignments.
13. Where consignments are bulky and heavy, the Agent will inform IUAC the probable date of delivery atleast a day or two in advance, so that the cargo could be cleared and dispatched directly from the Dock/Airport unless otherwise advised by IUAC in writing to be moved to Agent's godown.
14. The Agent will have to arrange Manpower, Crane/Forklift etc. required for loading/unloading of heavy shipments. Equipments and manpower required to move the shipments at specified lab/ locations/ site should be arranged by the agent. Safety of the equipments and the persons involved in doing so will be the responsibility of agent.
15. All documents pertaining to the import consignments such as AWB/Bill of Lading, Customs Attested Invoice, Bill of Entry copies etc. should be returned by the Agent to IUAC within seven days from the date of effecting clearance.
16. The agent shall inform the concerned official of IUAC about the condition of the packages/stores found damaged/missing at the time of examination/release of the consignment immediately and get it surveyed by the authorised surveyor. Fees and expenses incurred on conveyance for carrying out such survey, as and when necessary, will be reimbursed to the agent as per actual bills/receipts. It is incumbent on the agent to examine all packages of each consignment arrived at the Airport with the respective invoice and measurement/package list etc. At the time of physical examination of the consignment if any damage or loss of goods is noticed, the same shall be brought to the notice of IUAC immediately for arranging a Surveyor for surveying the consignment.
17. The agent will arrange repacking of damaged packages where it is essentially required in consultation with IUAC representative. Expenses so incurred will be reimbursed based on certificate issued by the representative of IUAC on production of actual bills.
18. For any kind of loss or damage to the consignment from Foreign Airport to IUAC, the agency will be fully responsible for recovery of loss, if any. However, necessary documents on this account (to be prepared by the agent) will be signed by IUAC in the capacity of consignee/importer.
19. Whenever any short landing cargo is noticed, the agent should report promptly "Not found" or "Non traceable" notice with the Airport Authorities and obtain a non traceable certificate necessary documents under intimation to IUAC.
20. If at times, the consignment is not cleared within the stipulated time and found to be lost in transit or otherwise, its responsibility will be on the agent.
21. The agent shall be held responsible for any delay on his part such as if he does not file

the Bill of Entry with customs or does not confirm any discrepancy to IUAC on next working day.

22. Bank release order against Letter of Credit will be delivered only after its receipt from the bank. Custom clearance should be initiated without waiting for any bank release order.

23. Period of Contract:

The Contract will be awarded initially for a period of one year and shall remain in force unless terminated earlier. IUAC reserves the right to terminate the Contract at any time, and without assigning any reasons thereof by giving TWO MONTHS notice of their intention to do so in writing to you and you shall not be entitled to demand compensation by reason of such termination. However, the contract may be extended for two years subject to annual revision, if their performance found satisfactory.

24. Bills and Payments:

The Agent will be reimbursed all charges, i.e. local freight, Air freight from International airport to New Delhi airport on agreed rates between IUAC and the Agent. The responsibility of the Agent is to deliver the shipment in good condition up to IUAC. In case of any damage occur during the transit, appropriate deduction/claim will be raised against the agent.

25. **Custom Duty:** The applicable Custom Duty will be paid by the Agent to Custom Department at the time of clearance and the same should be claimed in the bill. IUAC shall reimburse the Custom Duty so paid to the agent on submission of bills as per actuals. However, if the Custom Duty amount payable is more than Rs.2,00,000/- (Rupees two lakhs) per consignment, the Agent shall make a request to IUAC for the release of advance payment on account of custom duty, which will be paid to the agent in advance.

26. The Agent should take prior approval for any additional charges related to clearance, forwarding and transportation of consignments, other than rates quoted in the bid. It will be paid to Agent only after the approval of competent authority of IUAC.

27. **CIF/CIP Air shipments:** In case of CIF/CIP shipments, only D.O. Charges, statutory levies and transportation charges, if applicable, will be paid on actuals.

28. The Agent shall submit their bills fortnightly and payment shall be made by IUAC to the agent within 10 (ten) days of receipt of bills, subject to scrutiny/verification by the IUAC official. The agent shall maintain day to day records of the clearance made and submit the report alongwith their bills. The decision of the Director, IUAC in this regard will be final and binding on both the parties.

29. In case of Sea shipments, the agent shall obtain proper invoice from the shipping agent for all such charges and submit the same to IUAC immediately for arranging the payment. The containers deposit which is refundable after the completion of operation shall, however, be made by the agent and be claimed by them only subsequently after returning of empty containers.

30. Other Terms and conditions:

The bidder should have a water proof covered storage area for keeping the stores.

31. The IUAC will be at liberty to get any consignment directly released through any other Agent who represent their foreign principals in India or by making its own arrangements or by any other agent if and when considered necessary. The agent will be precluded from filing any claim for loss/damages on this account.
32. In the event of unsatisfactory service of clearance work by the agent, Director, IUAC reserves the right to get the work done from any other agency at their risk and cost and also to terminate the contract at any time without assigning any reasons. In case of any dispute about the interpretation of the clause, the decision of the Director, IUAC will be final and binding.
33. Even in the case of any dispute, the consignment shall be cleared by the agent and handed over to IUAC pending the settlement thereof. No consignment will be detained/withheld by the agent after the custom clearance.
34. The Director, IUAC reserve the right to terminate the contract immediately on account of poor service, failure to adherence to the tender terms and conditions. In such cases, the EMD/ Security Deposit will be forfeited by IUAC. The contract can also be terminated at the request of either party with two months notice period.
35. The jurisdiction of all suits shall be in the courts at Delhi/New Delhi.

Accepted

(signature of bidder)

Note: Entire NIT is to be attached duly signed & stamped by the bidder alongwith quotation.

Part-B

PRICE SCHEDULE FORM

S.No.	Item/Job description	Rates
(1)	<u>AIR SHIPMENTS</u> <u>For FCA/FOB/Ex-Works Consignments:</u> Discount offered on standard IATA rates for NORMAL console consignments. (Scope of work: Consolidation, Forwarding, Custom Clearance and delivery at IUAC)	
(2)	<u>For FCA/FOB/Ex-Works Consignments:</u> Discount offered on standard IATA rates for consignments of ODC, DANGEROUS, HAZARDOUS AND RADIOACTIVE ITEMS. (Scope of work: Consolidation, Forwarding, Custom Clearance and delivery at IUAC)	
(3)	<u>For CIF/CIP Consignments:</u> Amount of Agency Commission/ Attendance charges per consignment. (Scope of work: Custom Clearance and delivery at IUAC)	
(4)	<u>Re-Export of Consignments:</u> Amount of Agency Commission/ Attendance charges per Consignments	
(5)	<u>SEA SHIPMENTS</u> Amount of Agency Commission/ Attendance charges per consignment.	
(6)	Transport/Door Delivery Charges from ICD, Delhi to IUAC including Manpower, Loading/Unloading charges with Crane/forklift etc. (a) 20 Ft. container (b) 40 ft. container (c) LCL	
(7)	C.C. Fee	

All other charges like Pickup charges, Handling charges, Documentation Charges, Airline D.O. Charges etc. applicable to EX-Works and FCA shipments, the actual debit notes from foreign consolidators should be provided. Statutory charges like Fuel charges, Security charges etc. will be paid against AWB.

Signature and Seal of Tenderer

Undertaking

I / We (bidder) hereby give an undertaking that:

I/We have not been blacklisted during last five years by any Government Department/Govt. Autonomous Body/Institution, etc.;

I/We do not have any dispute with any of the Govt. Departments/Govt. Autonomous Bodies/Institutions, etc.;

I/We have never been certified as 'Unsatisfactory Performer' for the said services provided to the Govt. Departments/Govt. Autonomous Bodies/Institutions;

I/We have not submitted any fake/forged certificates/documents and later, if any such 'Certificates/Documents' found to be fake/forged or contains willful wrong/incorrect information, suitable legal action may be initiated against me/us/agency besides 'forfeiture of Earnest Money Deposit' and 'Blacklisting' etc.

I/We shall not withdraw my/our bid after opening of Technical Bid and if done so, the IUAC shall be authorized to forfeit the EMD submitted by me/us.

Seal and Signature of the Authorized
Person of the Agency