



**INDIAN INSTITUTE OF TECHNOLOGY, KANPUR**

**GT ROAD, KALYANPUR, KANPUR – 208016**

**UTTAR PRADESH, INDIA**

**TENDER REFERENCE NO.: IITK/S&P/2024-25/01**

**BID SUBMISSION END DATE- 24.09.2024**

**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
<b>Date of Publishing</b>	02.09.2024 (16.00 hrs)
Clarification Start Date and Time	02.09.2024 (16.00 hrs)
Clarification End Date and Time	24.09.2024 (12.00 hrs)
Queries (if any)	No queries will be entertained after clarification end date and time
<b>Bid Submission Start Date</b>	02.09.2024 (16.00 hrs)
Last Date and time of uploading of Bids	24.09.2024 (12.00 hrs)
Last Date and time of <b>submitting</b> , EMD and other documents at IIT Kanpur (if any)	NA
Date and time of opening of Technical Bids	25.09.2024 (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](http://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 CPP Portal, 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.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

**1. REGISTRATION**

- 1) 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 Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

**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:**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please 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.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** *My Documents space is only a repository given to the Bidders to ease the uploading process.*

*If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

#### **4. SUBMISSION OF BIDS:**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, 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.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as

the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- 7) All the documents being submitted by the bidders would be encrypted using PKI 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. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

**5. ASSISTANCE TO BIDDERS:**

- 1) 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 .
- 2) 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.

**(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 180 days from the last date of submission of the tender for execution of the 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 180 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 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:**

Technical evaluation will be done based on information given by technical bids submitted by the bidders. Bids containing partial, incomplete, uncleared, superfluous, and unwanted information will be summarily rejected.

The technical declaration must be supported with relevant documents. Discrepancy in relevant supporting documents and technical compliance sheets shall lead to the rejection of technical bids.

#### **Phase-II**

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

#### **10. 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.
11. 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/service.

**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-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-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.

**12. Relaxation to MSME Firms.**

No relaxation will be given to MSME Firms in prior experience and turnover. However, the firm(s) who have submitted a valid MSME certificate and enrolled with the same service are exempted from furnishing EMD (Refer to the DoE O.M. No. F.1/7/2021-PPD-2 dated. August 2, 2021).

- 13.** The appropriate number of shipments handled by the appointed CHA/FF year-wise is tabled below.

Financial Year	Total No. of shipments handled by appointed CHA/FF	No. of Ex-Works Shipments handled by appointed CHA/FF
2020-2021	60	47
2021-2022	34	13
2022-2023	57	23
2023-2024	46	11

**(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. PENALTIES**

IIT Kanpur reserves the right to deduct a penalty of 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/Consumables for shipment. This will also be applicable for delays in shifting material from New Delhi to IIT Kanpur after 07 days of clearance.

### **3. 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.

### **4. 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.

### **5. INDEMNITY**

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.
2. Clause 5 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.

### **6. ASSIGNMENT**

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

### **7. INSOLVENCY AND BANKRUPTCY**

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 Contract / Purchase Order with immediate effect, by providing the Contractor with written notice thereof.

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 Contract/Purchase Order with immediate effect by providing the Contractor with written notice thereof.

## **8. TERMINATION**

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

## **9. 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 Contract/Purchase Order are cumulative and are not exclusive of any other rights or remedies.

## **10. 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.

## **11. 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 Contract / 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.

## **12. 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.

## **13. 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.

## **14. GOVERNING LAW**

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

## **15. SETTLEMENT OF DISPUTES**

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.
2. If the Parties fail to settle the dispute amicably within thirty (30) Days of the 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.

## **16. 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.

## **17. 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.

## **18. 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.

## **19. ENTIRE AGREEMENT**

The Contract / Purchase Order constitutes 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.

## **20. 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

<b>Tender No.:</b>	IITK/S&P/2024-25/01
<b>Date :</b>	02.09.2024
<b>Tender Type:</b>	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.
<b>Last date &amp; time of submission of Tender:</b>	24.09.2024 upto 12:00 PM
<b>Place of submission:</b>	Online, <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>
<b>Opening date and time of Tender (Technical Bid) :</b>	25.09.2024 at 12:00 PM
<b>Place of opening of tender:</b>	Central Stores & Purchase Section IIT Kanpur – 208016
<b>Earnest Money Deposit:</b>	Earnest Money Deposit (EMD) of Rs.2,00,000 (Two Lakhs Only) in the form of Demand Draft (DD) from any nationalized/scheduled bank along with the bid in favour of The Registrar, IIT Kanpur.
<b>Any Clarification:</b>	Name : Deputy Registrar Dept. : Central Stores & Purchase Section E-mail : <a href="mailto:import@iitk.ac.in">import@iitk.ac.in</a> Contact No. : 0512-2597216



**INDIAN INSTITUTE OF TECHNOLOGY, KANPUR**  
**G.T. ROAD, KALYANPUR, KANPUR – 208016 (UP)**

**TENDER DOCUMENT**

Tender No. IITK/S&P/2024-25/01

Dated: 02.09.2024

**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 1 **(One) year 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

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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**

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- i. The clearance of precious and delicate type of equipments, instruments and other special type of materials, dangerous goods, including perishable chemicals, live animals etc.
- ii. Receipt of documents relating to customs 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, 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. The experience is calculated up to March 31, 2024.
4. The bidder should be registered with the Income Tax Department and have its Permanent Account Number.
5. The bidder should have a minimum turnover of not less than Rs. 5 crores per annum for the last three years (details to be uploaded) in the business of freight forwarding. Turnover must be given in the following format duly certified by any Chartered Accountant: -

<b>Financial Year</b>	<b>Turnover Exclusive of Custom Duty (Rs.)</b>	<b>Custom Duty (Rs.)</b>	<b>Total Turnover (Rs.)</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D = B + C</b>
2021-22			
2022-23			
2023-24			

6. The Bidder should have successfully executed minimum 250 shipments or more each year during the last three financial years (i.e. 2021-22 to 2023-24) 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		
	2021-22	2022-23	2023-24
1.			
2.			
3.			
4.			
<b>Total</b>			

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 to whom the contract is awarded, should readily disclose the suspension/blacklisting by any other Organization/Institute during their currency of contract at IIT Kanpur.
  11. The Bidder must have its code numbers from the EPF and ESI departments.

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#### **EARNEST MONEY DEPOSIT (EMD)**

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12. The bid must be submitted along with the payment of Rs.2,00,000/- (Rupees Two Lakhs only) towards the Earnest Money Deposit (EMD) through bank draft from any scheduled bank payable at Kanpur in favour of the Registrar, IIT Kanpur. Any bid not accompanied with the same shall be summarily rejected.
13. The Earnest Money Deposit of unsuccessful firms shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract.
14. The EMD shall be liable for forfeiture in case of withdrawal of Bid by any party in breach of the terms 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 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.

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#### **DOCUMENTS TO BE UPLOADED ALONG WITH THE BID**

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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) in Delhi and Mumbai.
  - 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 CD@ 5.5% 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. 2021-22, 2022-23 & 2023-24.
- k) Undertaking by the Bidder in 'Annexure-B' to be furnished without any addition, alteration, cutting, or remark.
- l) List of consoles 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 - A"
- 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**

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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 Deputy 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**

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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-B) 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.

#### **SUBMISSION AND OPENING OF BIDS**

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37. 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.
38. 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**

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39. The technical bids of all bidders shall be evaluated on the basis of eligibility criteria and special qualifications submitted in Format "Group A". In case, the technical bid is not accompanied by listed documents, the bid will be summarily rejected.
40. Financial Bid of only those bidders, obtaining more than or equal to 70 marks in technical (Group A), will be opened.
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**

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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 receive the same score during the evaluation, the committee will select and award the contract to the bidder who has the longest experience in handling the business as a Custom House Agent (CHA) and the highest turnover.
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 may be awarded initially for a period of 1 (One) year extendable for another period of 4 years on yearly basis subject to the satisfactory performance and mutual consent.
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 Five Lakhs 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 Deputy 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 customs. 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 dimensions 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 customs 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.5,00,000/- (Rupees Five Lakhs 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. Five Lakhs, 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 of 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 @ 5.5% 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 Institute has been importing an average of 50 or more costly consignments per year, which are worth Rs. 10-15 crore in total. In view of the above, the successful bidder shall have to furnish an unconditional Performance Security Deposit / Performance Bank Guarantee of **Rs.15,00,000/- (Rupees Fifteen Lakhs Only) in favour of the Registrar, IIT Kanpur, from a nationalized bank only** as security, within fifteen days of the award of order.
44. The validity of Performance Bank Guarantee should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder.
45. The security deposit/Bank Guarantee will be refunded/returned 60 days after the completion of contract subject to clearance and delivery of all the shipments to the Institute as per the terms and conditions of the 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.25,00,000/- (Rupees Twenty Five Lakhs only)** in favour of the Registrar, 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 should be valid for a period of 60 days beyond the completion of all contractual obligations.

#### **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 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 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, amendments, 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 canceling 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**

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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. Five Lakhs 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. Five Lakhs in certain circumstances in terms of the stipulation of the bid document.
3. We agree to confirm/check regarding the insurance of the consignments before moving the same from the respective country. If any loss is incurred due to non-insurance, the same may be deducted from our bills.
4. We agree to take insurance policy for all export /re- import consignments prior to shipment.
5. We agree to provide names 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 are 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 appoint a person in 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.25,00,000/- (Rupees Twenty Five Lakhs only) valid for 14 months in favour of "The Registrar, 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.15,00,000/- (Rupees Fifteen Lakhs only) valid at least for 14 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 agents/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 into 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 - Technical	30%
B - Financial	25%
C - Financial	15%
D - Financial	30%

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

$$Total\ Score = 30\%(A) + 25\%(B) + 15\%(C) + 30\%(D)$$

(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:

**Group - A**

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

Category	Criteria	Max. Marks
Size/Strength of the Company:	1. a) Firm having 100 and above permanent employees: 30 Marks b) Firm having above 60 – 100 permanent employees: 20 Marks c) Firm having 20 – 60 permanent employees: 10 Marks d) Firm having less than 20 permanent employees: 0 Marks 2. CHA license own name will be awarded 5 marks. 3. a) Should be in business for more than 12 years will be awarded 5 marks. b) Should be in business for 10 – 12 years will be awarded 3 marks.	30  05 05
Turn over the Company (i.e. 2021-22 to 2023-24):	4. a) Firm having turnover <b>Rs. 15 crores</b> and above : 15 Marks b) Firm having turnover above Rs. 10-15 crores : 10 Marks c) Firm having turnover of Rs. 5-10 crores : 5 Marks	15
Past record of the firms in different IIT's / Central Universities/Govt. Departments:	5. a) Firm having satisfactory execution of a minimum <b>300 shipments per year</b> for the <b>last three years (i.e. 2021-22 to 2023-24)</b> with any Govt. organization(s) will be awarded 15 marks. b) Firm having satisfactory execution of a minimum <b>250 shipments per year</b> for the <b>last three years (i.e. 2021-22 to 2023-24)</b> with any Govt. organization(s) will be awarded 10 marks.	15
Experience of handling DG/Battery/perishable / live animal / Research Material / of	6. Firms producing copies of at least 10 (Ten) bill of entry(s) along with corresponding Airway Bills in support of timely clearance of DG, perishable and live animal shipments during last Two years (2022-23, 2023-24) will be awarded 10 marks.	10
Experience with IITs and Research Lab:	7. Bidding Firms having successfully completed their contracts with 2 IITs or more during the last 5 years and 2 Govt. departments / Institutes/research labs or more during the last 5 years will be awarded 10 Marks (5 Marks for IITs and 5 Marks for Govt. Departments/Institutes/Research Labs).	10
IATA/FIATA Membership	8. Firms having IATA membership will be awarded 5 Marks and 10 Marks to those who have membership in both IATA and FIATA.	10

**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 – B

### AIR FREIGHT FOR FORWARDING CASES (IMPORT/RE-IMPORT/EXPORT/RE-EXPORT) FOR DANGEROUS GOODS (DG), NON-DANGEROUS GOODS, PERISHABLE, AND LC SHIPMENTS.

Sl. No.	Category	Our Benchmark:	Criteria for calculating marks
1	<b>Base Price:</b> For forwarding cases: _____% of discount offered on standard IATA rates. (a single flat discount for each category to be offered irrespective of weight slabs). Discount in words:.....	(40% - 75%)	Bidder with the highest discount will get 100 marks and the rest of the Bidders will be given marks between 0 to 100 proportionately depending upon their respective rate of discount.

#### 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-C**

AGENCY SERVICE CHARGES FOR EX-WORKS/FOB/FCA SHIPMENTS, REPLENISHMENT OF DRY ICE, AND CIP/C&F/CIF SHIPMENTS IF ARRIVE BY OTHER THAN AGENT'S CONSOLE.  
(Total Marks in this group will be the sum of marks obtained in each of the three categories.)

Rates are to be quoted for the following categories of charges:-			
Category	Our Benchmark:	Rate quoted by the firm	Criteria for calculating marks
1. <b>Agency Service Charge for FOB/FCA/ EX-WORKS shipments including</b> [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.500 – Rs. 4000)	Rs.....	1. Bidder with the lowest rate will get 40 marks and the 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.5 – Rs.40)	Rs..... per Kg.	2. Bidder with the lowest rate will get 25 marks and the rest of the Bidders will be given marks between 0 to 25 proportionately depending upon their respective rate.
3. Agency Service charge for CIF/CIP, and C&F Shipments, if arrive by other than the bidder's console.	(Rs.1000 – Rs.5000)	Rs.....	3. Bidder with the lowest rate will get 35 marks and the rest of the Bidders will be given marks 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 rates or abnormally low 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-D

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

<b>Rates are to be quoted for the following four categories:</b>	<b>Our Benchmark:</b>	<b>Criteria for calculating marks:</b>
1. Delivery of small consignments upto 15 Kg. (Upto 4 Consignments) @ Rs. _____(Per Consignment Basis)	(Rs.500 - Rs.3000)	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 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.
2. Per Truck (Small Lorry like TATA-207/Mahindra Pickup) @Rs. _____	(Rs.10000 - Rs.20000)	
3. Per truck (Medium Lorry like TATA-407)@ Rs. _____	(Rs.15000 – Rs.25000)	
4. Per Truck (Big Lorry like TATA 2516) @ Rs. _____	(Rs. 25000 – Rs.50000)	

**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 rates or abnormally low rates or NIL quote for any services, will be considered as a non-responsive bid and hence will be summarily rejected.
4. Loading/unloading charges for keeping in the warehouse will not be paid.

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 / Service: - \_\_\_\_\_

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 Service 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 / Service: -

\_\_\_\_\_

"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/Service being offered: \_\_\_\_\_
2. We hereby declare that items/service offered has \_\_\_\_% local content.
3. Details of location(s) at which the local value addition is made: \_\_\_\_\_.

*“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)**