

# **Institute of Physics**

## PO-Sainik School Bhubaneswar-751005

**TENDER NO.NIT/IOP/49/2023-24** 

#### **TENDER DOCUMENTS**

**FOR** 

"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 INSTITUTE OF PHYSICS, BHUBANESWAR"

#### BID DOCUMENT

Online bids from eligible bidders which are valid for a period of 90 days from the date of Bid opening are invited for and on behalf of the Director, Institute of Physics Bhubaneswar for "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 INSTITUTE OF PHYSICS, BHUBANESWAR".

Date of Publishing	02.05.2023
Clarification Start Date and Time	02.05.2023
Clarification End Date and Time	19.05.2023
Queries (if any)	No queries will be entertained after clarification end date and time
Bid Submission Start Date	02.05.2023
Last Date and time of uploading of Bids	30.05.2023 at 6.00 P.M.
Last Date and time of <b>submitting</b> , EMD and other documents at Institute of Physics	31.05.2023 at 5.00 P.M.
Date and time of opening of Bids	31.05.2023 at 6.00 P.M.
Date and time of opening of Financial Bids	NA

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 have to be submitted online in electronic form on www.eprocure.gov.in only. No physical bids will be accepted.)

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भारिकी संस्थान/INSTITUTE OF PHYSICS भवनेश्वर/BHUBANESWAR

#### INSTRUCTION FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e. <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>, 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.

#### REGISTRATION

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

#### SEARCHING FOR TENDER DOCUMENTS

- 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.
- 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.

#### PREPARATION OF BIDS:

- (i) For preparation of bid Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids.
  - After selecting the tender document same shall be moved to the 'My favourite' folder of

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

#### **SUBMISSION OF BIDS:**

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

Bidders shall download the Schedule of Quantities & Prices i.e. Schedule-A, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only.

If the template of Schedule of Quantities & Prices file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected and

- further dealt as per provision of clause no 23.0 of ITB including forfeiture of EMD. The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.
- (ix) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- (x) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the bidders shall take print out of system generated acknowledgement number and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (xi) Bidders should follow the server time being displayed on bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

#### **ASSISTANCE TO BIDDERS:**

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender. The contact number for the helpdesk is 0674-2306464 between 10:30 hrs to 17:00 hrs., e-mail purchase@iopb.res.in
- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002 and 0120-4001005. The helpdesk email id is support-eproc@nic.in

#### **INSTRUCTION FOR e-PROCUREMENT**

#### 1. PREPARATION AND SUBMISSION OF BIDS:

- a. The detailed tender documents may be downloaded from <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> till the last date of submission of tender. The Tender may be submitted online through CPP Portal <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>
- 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. <u>SUBMISSION OF THE BID</u>: All interested eligible bidders are requested to submit their bids online on CPP Portal: <a href="http://eprocure.gov.in/eprocure/appas">http://eprocure.gov.in/eprocure/appas</a> 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 (<a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> ).

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

List of Documents to be scanned and uploaded (Under Cover-1) within the period of bid submission: -

- a. Please refer to para 18 on page 13
- b. Tender Documents duly signed and official stamp
- c. Tender acceptance letter on Letter Head
- d. Other documents mentioned in tender document (if any)

Please note that 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.

#### 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 IOP, Bhubaneswar may, at its own discretion, alter/extend the last date for submission of tenders.

#### 6. Bid Validity

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

#### 7. Modification / Substitution/ Withdrawal of bids:

- **a.** No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid 's due Date.
- **b.** Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid's due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- 8. **Rejection of the Bid**: The bid submitted shall become invalid and tender fee shall not be refunded if:
  - a. The bidder is found ineligible.
  - b. The bidder does not upload all the documents as stipulated in the bid document.

## **INSTITUTE OF PHYSICS, BHUBANESWAR**

### **TENDER-NOTICE**

Tender No.:	NIT/IOP/49/2023-24
Date :	02.05.2023
Tender Type:	Online tenders are invited on behalf of the Director, IOP Bhubaneswar 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 Institute of Physics, Bhubaneswar.
Last date & time of submission of Tender:	30.05.2023 upto 6:00 P.M
Place of submission:	Purchase Section IOP, Bhubaneswar
Opening date and time of Tender (Technical Bid) :	31.05.2023 at 6.00 P.M.
Place of opening of tender:	Purchase section, IOP, Bhubaneswar
Earnest Money Deposit:	Earnest Money Deposit (EMD) of Rs.1,00,000 (One Lac only) in the form of Demand Draft (DD) from any nationalized/scheduled bank along with the bid in favour of The Director, IOP, Bhubaneswar
Any Clarification:	Name: Purchase cell in-charge Dept.: Purchase Section E-mail: purchase@iopb.res.in Contact No.: 0674-2306464

राजस्ट्रार/REGISTRAR की संस्थान/INSTITUTE OF PHYSICS भुवनेश्वर/BHUBANESWAR

### **INSTITUTE OF PHYSICS, BHUBANESWAR**

PO-SAINIK SCHOOL, BHUBANESWAR-751005

#### **TENDER DOCUMENT**

Tender No. NIT/IOP/49/2023-24 Dated: 19.04.2023

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 IOP BHUBANESWAR:

Institute of Physics, Bhubaneswar hereinafter referred to as IOP or the Institute, one of the premier Educational Research 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 IOP Bhubaneswar, for a period of Two years or more period in terms of the stipulation provided in the relevant clause of the bid document subject to cost/rates basis for the import/export of consignments, to and from all over the world by air-freight, air post parcel, courier and sea shipment under consolidation from the parties dealing in Custom Clearance, Import and Export handling and International freight forwarding under consolidation. The INCOTERMS should 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 IOP Bhubaneswar website i.e. www.iopb.res.in or from CPP Portal.

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

#### Part - I

### Scope of Work, Guidelines and Instructions

#### SCOPE OF WORK

- 1. The scope of the Consolidation-cum-clearance contract shall include the Following jobs;
- A. CUSTOMS CLEARANCE OF IMPORTED CONSIGNMENTS FROM AIRPORT AUTHORITY OF INDIA (AAI) / INLAND CONTAINER DEPOT (ICD) / FOREIGN POST & COURIER, KOLKATA/BHUBANESAR AND ANY OTHER INDIAN AIRPORT/SEA PORT
- i. The clearance of precious and delicate type of equipment, instruments and other special type of materials, including chemicals.
- ii. Receipt of documents relating to custom from IOP Bhubaneswar 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 IOP Bhubaneswar.
  - 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 IOP Bhubaneswar 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, Kolkata/Bhubaneswar & delivery to IOP Bhubaneswar.
- v. Clearance of consignments from Inland Container Depot (ICD) Kolkata/Bhubaneswar and dispatch to Central Stores and distribution to individual indenter, IOP Bhubaneswar.
- vi. Clearance of sea shipment from any port of the India and delivery of consignment at IOP Bhubaneswar 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 IOP Bhubaneswar 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. IOP Bhubaneswar 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 IOP Bhubaneswar.
- iii. To facilitate specialized packing for all kinds of materials as per the International Air Traffic Association (IATA) specifications and international packing standards.
- iv. Clearance & transportation of special projects materials voluminous and heavy packages, dangerous and hazardous materials including Radioactive Materials, Live Animals on priority basis.
- v. To communicate promptly through telephone, tele-fax and e-mail etc., to ensure quick clearance.
- vi. Any other services needed regarding consolidation from time to time.
- vii. If, any nearby International Airport agent's associates happen to be not available, consolidation agent will be responsible for making arrangements for smooth shipment (for EX- WORK/FOB/FCA) from any country to Indian Airport/Seaport, and for that, agent shall not be entitled to claim any extra charges.

#### C. EXPORTS TO VARIOUS COUNTRIES: -

- i. Export of certain items for repairs and re-import them after their repairs.
- ii. Export of equipments 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**

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

Financial Year	Turnover Exclusive of Custom Duty	Custom Duty (Rs.)	Total Turnover (Rs.)
Α	В	С	D = B + C
2019-20			
2020-21			
2021-22			

- The Bidder should have successfully executed minimum 200 shipments or more each year during the last three financial years (i.e. 2019-20, 2020-21 & 2021-22) with any Govt. Departments/Public Sector Undertakings/ CSIR Labs / ICAR / ICMR / DRDO / Educational Institutes/ Central Universities / IITs/ Centrally funded Technical Institutes (CFTIs), and
  - i. In support of the aforesaid criteria, the Bidders have to upload satisfactory performance certificates from their clients providing year wise number of shipments executed (2019-20, 2020-21 & 2021-22). The certificate must bear the name, telephone nos. and e-mail ID of the issuing authority to whom the Institute may contact for information. **Or**
  - ii. The Bidder may submit a self-declaration on its letter head describing Name of the client/company, Contact person, designation, its telephone nos., e-mail ID and details of year wise shipments executed in 2019-20, 2020-21 & 2021-22 failing which, the bids will be summarily rejected.
- 7. The Firm should be a member of IATA or FIATA and self-attested copy of membership should be enclosed.
- 8. The Firm should be an ISO certified company.
- 9. The Firm should have a valid Goods and Services Tax (GST) Registration Certificate/number.
- 10. The firm/company should not have been banned or suspended or Blacklisted or put on any holiday nor should presently be facing any service related dispute due to any reasons including adopting corrupt and fraudulent practices by them.

11. The Bidder must have its code numbers from the EPF and ESI departments.

#### EARNEST MONEY DEPOSIT (EMD)

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

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

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

- g) Copy of ISO certificate.
- h) Copy of Goods and Services Tax (GST) Registration certificate/ number.
- i) Copy of the prevailing IATA rates.
- j) The list of the customers (with their full address) where similar nature of services have been rendered during the last three years i.e. 2019-20, 2020-21 & 2021-22.
- k) Undertaking by the Bidder in 'Annexure-B' to be furnished without any addition, alteration, cutting, or remark.
- I) List of console associated in foreign countries with complete address, telephone number, fax no., e-mail address and contact persons.
- m) Please enclose a terms & conditions compliance statement on a separate sheet showing acceptance with the terms desired by the IOP.
- 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 IOP will be detained / withheld by them under any circumstances, whatsoever, before or after the clearance.
- r) Authority/Resolution in favour of the person signing the bid on behalf of the firm.
- s) Format of Special Qualification "Group C"
- t) Any other document in support of claims made by the bidder if deemed relevant.
- 19. The uploaded copies of all above documents should be legible and duly attested.

#### AMENDMENT IN BID DOCUMENT AND OTHER INFORMATION

- 20. Any changes and amendments to the bidding schedule and other matters shall be notified on the CPPP website well in advance and the same shall be binding. However, to allow the bidders a reasonable time for taking into account the amendments in preparing the bids, the Institute may at its discretion suitably extend the deadline for submission of the bids.
- 21. As such, all the prospective bidders should keep constant watch of any such information on the Institute website and update themselves in this regard.

- Accordingly, no query or objections to the effect that they had no information of such changes, shall be entertained nor would the Institute be liable in any manner, in this regard.
- 22. The prospective bidders may place their queries, if any, regarding the bid document and other issues by notifying the Registrar, IOP Bhubaneswar in writing or by fax/email at his mailing address, seven days before the last date of submission of bids. However, the queries and clarifications shall simultaneously be notified on the Institute website for information of all the prospective bidders

#### OTHER INSTRUCTIONS/CONDITIONS

- 23. Airfreight charges: The freight forwarder will charge the freight cost on the basis of IATA rates which are fixed by the International Air Traffic Association (IATA). The parties must offer one and single discount on these rates which should be "in percentage (%) only" for all countries.
- 24. The agency, in the schedule of rates (Group-A) should offer a single standard/flat discount on IATA rates which should be 'in percentage' only, applicable for all countries and all weight slabs. The offers of the parties will be evaluated on the basis of the percentage of discount and not on individual rates for weight slabs. Offers / bids with discounts subject to any conditions imposed by the bidder or in any other format will be rejected.
- 25. Under no circumstances should the IATA rates be more than those specified in the latest IATA TACT book. The firm should furnish an undertaking to this effect on its letter-head.
- 26. The Clearance Charges rates must be quoted in the prescribed format only. The delivery order (DO) charges on consignment coming under own console shall not be paid. DO charges for other consolidation will be paid as per actual. No other clearance charges will be paid extra in any consignment.
- 27. Amount quoted in the quotation must be mentioned in both in figure and words. If any discrepancies are found in the amount of figure and words, then the amount mentioned on the lower side in either, shall be deemed to be the finally quoted rates for the purposes of bidding and shall be considered in evaluation accordingly. And this will be a binding stipulation for all bids submitted.
- 28. The bid shall remain valid for a period of one hundred eighty days (180) days from the date of opening of the tender and the bidders shall under no circumstances, whatsoever, be permitted to withdraw the same before the above stipulated time period. Any withdrawal of the bid before the said time shall render the EMD liable for forfeiture.
- 29. No deviation is acceptable after opening of quotation.
- 30. The firm offering Abnormally High Discount or Abnormally Low Discount on IATA rates, will be considered as non-responsive bids.
- 31. Cuttings or overwriting in the bid should be avoided. However, if any cutting or overwriting is caused due to some unavoidable reason, the same must be

- attested without fail.
- 32. Incomplete tender or tender submitted in any format other than the floated bid document will not be considered under any circumstances.
- 33. The bidder to whom intimation of acceptance of its bid has been communicated by the Institute, shall be bound to execute a contract agreement with the Institute within 15 days from the award of contract failing which, it will be deemed that the bidder is not interested to work with the Institute and in consequence, the acceptance of its bid shall stand cancelled and would be deemed non-existent.
- 34. For signing the contract agreement, the successful bidder shall have to furnish a stamp paper from Bhubaneswar of Rs.100/- only in its own name and cost.
- 35. In case of space for providing the information under any column/clause is found to be insufficient, then the same should be furnished in separate sheet.
- 36. Each and every page of the bid including the attachments must be signed by the bidder or its competent authorized person under seal.
- 37. Institute shall provide relaxation to the bidders as per Rule 153 of GFR 2017.

#### SUBMISSION AND OPENING OF BIDS

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

#### **CRITERIA FOR EVALUATION OF BIDS**

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

#### **DISCRETION OF THE INSTITUTE**

42. The Director, IOP Bhubaneswar, reserves the right to accept or reject partly or wholly any tender without assigning any reasons, whatsoever and the decision of the Director shall not be subject to any challenge in any manner nor would the

bidders be entitled for any claim in this regard.

43. If two or more bidders score the same marks in evaluation, the Director, IOP Bhubaneswar shall be at liberty to award the contract to any one bidder or to all lowest bidders keeping in view their infrastructure, past performance and also to distribute the work amongst them at its sole discretion.

#### 44. IOP 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 IOP 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:	Signatures:
Place:	Name in Full:
	Designation:
	Name of the Firm:
	Official Seal:

#### **PART-II**

#### TERMS & CONDITIONS AND CONTRACTUAL OBLIGATIONS

#### General

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

#### **Duration of the Contract**

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

#### Shipments and Airfreight of Import and Export Consignments

- 5. Import can be from any country of the world. As such, the IATA rates and discounts shall be applicable there also.
- 6. Likewise, in the matter of exports, the IATA rates only shall be applicable as may be prevalent at the time.
- 7. On receipt of consignment, the firm shall have to submit a clear copy of Master Air Way Bill (MAWB), House Air Way Bill (HAWB), Cargo Arrival Notice (CAN), Commercial Invoice & packing list for Bank Release Order (BRO).
- 8. The bidder must have its own arrangements of warehousing, insurance, pickup 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 Kolkata to IOP Bhubaneswar by fax/e-mail so that Inspection Report could be prepared and unloading arrangement should be made in advance, if any. The IOP 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 up to Rupees Two Lakh per consignment (shipment). Airfreight/Sea-freight charges and clearing charges etc. will be paid to the Agent after original receipt of the consignment at IOP Bhubaneswar as also the receipt of pre receipted bill in duplicate addressed to The Registrar IOP Bhubaneswar, along with the relevant documents as proof for which payment has to be charged by the firm. All the receipts should be provided in original including HAWB. The bill should be submitted within 15 days from the release of materials from custom. The Institute will not be responsible to pay the clearance/custom charges, if agent fails to submit the bill within stipulated time.
- 14. The Institute shall not be liable for payment of airfreight, customs duty, clearing charges and transportation charges, if the consignment is found in externally damaged condition/ short delivery. However, the payment will be released after the amount has been recouped in such cases from the insurance company concerned. It will be the responsibility of the agent to provide the damage certificate/short delivery certificate to the Institute, in case of damage/short delivery of the consignment.
- 15. The consignment after clearance from airport/seaport should be delivered to the IOP Bhubaneswar 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 IOP Bhubaneswar, 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 IOP Bhubaneswar 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 IOP Bhubaneswar will be the agents' responsibility. The unloading shall be made in the presence and supervision of the staff (IOP).
- 19. The agent shall be liable to engage Insurance approved transporters only i.e. the transporters who have the documentations as per the approved norms of the insurance company.
- 20. If, any nearby International Airport agent's associates happen to be not available, consolidation agent will be responsible for making arrangements for smooth shipment (for EX- WORK/FOB/FCA) from any country to Indian Airport/Seaport, and for that, agent shall not be entitled to claim any extra charges.

#### **Entitlement of Air Freight Charges:**

- 21. The agent shall charge the freight charges on the basis of IATA rates which are fixed by IATA. The IATA rates from respective country of import should be considered as the reference while offering discount on Forwarding / Consolidation rates.
- 22. Under no circumstances should these rates be more than those specified in the latest IATA TACT book. The firm shall have to furnish an undertaking to this effect on its letter-head.
- 23. However, it is made clear that the airfreight by the agent shall be charged on the basis of either the "Gross weight" or otherwise "Volume Weight" of the consignment, whichever is higher. As such, the weight for the purpose of Airfreight will be deemed to be the "chargeable weight" of the consignment.
- 24. It shall be the responsibility of the agent to mention proper dimensions in the Air Way Bill in terms of the cms/Inches/odd dimension etc. in import as well as in the export documents.
- 25. The consignment should be shipped in the first available console of any airline.
- 26. For the purposes of calculation of air freight charges and sea freight charges, the Indian Overseas Bank, 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 IOP Bhubaneswar (ODISHA) via Kolkata. The inland handling/ forwarding charges shall be paid by IOP Bhubaneswar 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 IOP Bhubaneswar, pending the settlement thereof.
- 30. The efficiency of custom agency will be judged by the Institute on following aspects:

- a. Eliminating payment of demurrage/penalty charges.
- b. Coordinating with customs/carrier and obtaining cargo arrival notice within 24 hrs of landing at Kolkata/Bhubaneswar airport and forwarding the same to IOP Bhubaneswar.
- c. Number of consignments damaged during the year and follow up by the agency thereon.
- d. Time taken to deliver the consignments at IOP Bhubaneswar after release of the shipment from the airport.
- 31. The agency shall intimate IOP Bhubaneswar well in advance (48 hrs./pre-alert advice) from the date of arrival of the consignment at Kolkata/Bhubaneswar airport with the house airway bill (HAWB) and master airway bill (MAWB) numbers so that the required documents are prepared and sent to Kolkata 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 IOP Bhubaneswar. The penalty and demurrage charges due to agent's negligence will be recovered from them. Similarly, the agent shall have to make good to IOP Bhubaneswar, 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 IOP Bhubaneswar, if required in certain custody of the consignment cleared shall be the responsibility of the agency until it is delivered to IOP Bhubaneswar and delivered to the concerned indenter. The unloading of the materials at IOP Bhubaneswar 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 IOP Bhubaneswar. 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 up to a limit of Rs.2,00,000/- (Rupees Two Lac only), on behalf of IOP Bhubaneswar, which will be reimbursed to the agent along with the Bill submitted in this behalf. However, in case, the amount of Custom Duty exceeds the said limit of Rs. Two Lac. then the agent shall instantly intimate IOP Bhubaneswar about the with detailed calculations involved in the Custom Duty & 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 campus within a week (7 days of landing at Kolkata) (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 IOP Bhubaneswar 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 IOP Bhubaneswar. 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**: IOP Bhubaneswar reserves the right to deduct a penalty for Rs.500 per day for delay in consolidation and Airfreight of IOP shipments and their delivery to IOP Bhubaneswar. 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 Kolkata to IOP Bhubaneswar after 07 days of clearance.

leaving the 100% duty free items. The agent will file Bill of Entry just after landing of the consignment under intimation to us for arranging duty exemption certificate. In case of any customs objection, the written communication must be sent to the Institute without any delay. In no case, full Custom Duty shall be paid by the agent once the Custom Duty Exemption Certificate has been provided by the Institute.

#### Performance Bank Guarantee:

- 43. The successful bidder shall have to furnish an unconditional Performance Security Deposit / Performance Bank Guarantee of Rs.5,00,000/- (Rupees Five Lakh Only) from a nationalized/scheduled bank only as security, within fifteen days of the award of order.
- 44. The security deposit/Performance Bank Guarantee must be valid for 48 months from the date of contract and which should remain valid till three months after the expiry of the contract term.
- 45. The security deposit/Bank Guarantee will be refunded / returned three months after the completion of contract subject to clearance and delivery of all the shipments to the Institute as per the terms and conditions of agreement and again on written request having been made in this behalf by the contractor. No interest would be paid on the security deposit or Bank Guarantee. In case, the contractor fails to provide satisfactory services during the contract period or discontinues fulfilling the contracted obligations in any manner or is found at fault, the performance bank guarantee shall be forfeited without assigning any reasons, whatsoever and the contractor shall have no right to claim for refund of performance security deposit. The Director, IOP Bhubaneswar 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.10,00,000/- (Rupees Ten Lac only) in favour of the Director, IOP Bhubaneswar within 15 days of the receipt of the letter of acceptance issued by the Institute, so as to safeguard the interest of IOP Bhubaneswar in case, of any loss is caused to IOP Bhubaneswar due to any act of omission and commission by the agent. This bond must be duly attested by the agent's bank which should be a Nationalized Bank. This bond must be valid for 48 months from the date of contract and which should remain valid till three months after the expiry of the contract term.

#### **Termination**

- 47. The contract may be terminated by either party to the contract by giving three months' prior notice to the other party without assigning any reasons.
- 48. The Institute may at its discretion, terminate the contract by giving prior notice as deems appropriate in case of the service being found unsatisfactorily or any term of the contract being breached and which in its opinion may be harmful to its interests as also to the spirit of the contract.
- 49. The contract may be terminated by the Institute in terms of the stipulations provided elsewhere in the contract.
- 50. It is made clear that if any information/certificate furnished by the bidder is subsequently, after or before award of the contract, is found to be untrue or false, the award of the contract may be terminated by the institute at its

discretion forthwith and the bidder/contractor shall have no claim, whatsoever, in this regard and the EMD or the Performance Bank Guarantee, as the case may be, would be liable for forfeiture, wholly or in part, at the discretion of the Institute.

#### Arbitration

- 51. Except as otherwise provided anywhere in this offer, if any dispute, difference, question of disagreement or matter, whatsoever, before or after completion or abandonment of work, hereafter arises between the parties, as to the meaning, operation or effect of the Contract or out of or relating to the contract or breach thereof, the same shall be referred to a Sole Arbitrator to be appointed by the 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 Bhubaneswar.
- 56. Subject as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof and rules made there-under and for the time being in force, shall apply to the arbitration proceedings under this clause.

#### **Force Majeure**

- 57. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term "force majeure" as employed herein shall mean, acts of god, war, revolt, riot, fire, flood and acts and regulation of the Government of India or any of its authorized agencies.
- 58. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 7 (seven) day of the alleged beginning and ending thereof giving full particulars and satisfactory proof.
- 59. The time for performance of relative obligations suspended by the force majeure may be extended by the period for which the cause lasts or condoned by the Institute without any penalty.
- 60. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the option of cancelling the Contract in whole

or in part thereof at its own discretion. Any situation of force majeure shall not be payable by the Institute under any circumstances.

#### **Jurisdiction**

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

Date:
Place:

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

#### **Undertaking by the Tenderer**

- 1. We agree to ship the consignment within seven days after receiving from the principal supplier and after clearance from airport/seaport in India, it will be delivered to the premises of IOP Bhubaneswar, Odisha 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 up to Rs. Two lac for all consignments at the time of clearance from airport/seaport and its reimbursement within 30 working days (excluding courier time) against paid Challan. We shall submit original bill along-with the paid challans for reimbursement of customs duty so paid within fifteen days. We also undertake to pay the customs duty beyond Rs. Two Lac in certain circumstances in terms of the stipulation of the bid document.
- 3. We agree to confirm/check regarding insurance of the consignments before moving the same from respective country. If any loss is incurred due to non-insurance, the same may be deducting from our bills.
- 4. We agree to take insurance policy for all export /re- import consignments prior to shipment.
- 5. We agree to provide name and complete address of all associates located in different countries along with the names, telephone no, fax no and e-mail address of their contact persons.
- 6. We agree that we shall not claim any demurrage charges, if paid by us at the time of clearance for the shipments, if the material comes by our consol.
- 7. We agree to properly monitor & clear the consignment shipped by other consol and direct orders within demurrage free period. If the intimation and documents is received in advance, we shall not claim any demurrage.
- 8. We agree that the house airway bill number, date and master airway bill number and date will be intimated to the institute at least two days before of its arrival at the Kolkata airport for the purposes of insurance coverage of the consignments.
- 9. We agree that we shall collect necessary documents (BRO, catalog, NOC, CDEC etc.) required for clearing of consignments both from airport and seaport by deputing our representative as and when required, without any delay.
- 10. We also agree to open an office at Bhubaneswar 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 Bhubaneswar, 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 IOP Bhubaneswar, 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 IOP Bhubaneswar 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 IOP Bhubaneswar.
- 17. We agree, if the packet of consignment is found externally damaged at the airport/ seaport, then we will first inform to IOP 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.10,00,000/- (Rupees ten Lac only) valid for 48 months in favour of "The Director, IOP Bhubaneswar" to safeguard the interest of IOP Bhubaneswar in the event of any loss to IOP Bhubaneswar for any act of omission and commission by us, which should be valid till contract period. The director IOP Bhubaneswar 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/scheduled Bank of Rs.25,00,000/- valid at least for 48 months from the date of contract period, if the contract is awarded in our favour.
- 21. We agree that, we will not detain/withhold any consignment of IOP Bhubaneswar before or after the clearance, under any circumstances.
- 22. We shall submit the bills within 15 days of clearance of consignment with all relevant & supporting documents.
- 23. We have no objection, if Institute appoints/empanel multiple clearing agent/freight forwarders for the same works.
- 24. We agree and accept all the Terms & Conditions of the tender document.

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

#### **FINANCIALBID**

#### **ANNEXURE- A**

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

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

Group	Weightage
Α	25
В	30
С	30
D	15

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

TOTAL SCORE = 
$$25 (A) + 30 (B) + 30 (C) + 15 (D)$$

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

#### Note:

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

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

#### DISCOUNTED RATES OF AIRFREIGHT FOR FORWARDING CASES (IMPORT)-

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

#### Note:

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

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

#### Following three categories of charges are included in this group:

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

Rates to be quoted for following categories of charges:-

Category	Rate to be quoted by the bidder in PriceBid BOQ ExcelSheet only (NOT Here)	Criteria for calculating marks
1. Agency Commission All charges till delivery at IOP Campus (except Custom Duty, AAIcharges and other govt. taxes.) In% (On B.E. Assessmentvalue in INR). (Max. Marks – 40)	I% (On B.E. Assessmentvalue in INR).	Bidder with lowest minimum rate in INR will get 50 marks & bidder with highest rate in INR will get 0 marks. Rest of the bidders will be given marks between 0 and 50 proportionately depending upon their respective average.
2. Minimum : in INR	Rs	Bidder with lowest minimum rate in INR will get 25 marks & bidder with highest rate in INR will get 0 marks. Rest of the bidders will be given marks between 0 and 25 proportionately depending upon their respective average.
3. Maximum : in INR	Rs	Bidder with lowest maximum rate in INR will get 25 marks & bidder with highest rate in INR will get 0 marks. Rest of the bidders will be given marks between 0 and 25 proportionately depending upon their respective average.

#### Note:

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

Date: Signatures: Name in Full:

Designation: Name of the Firm: Official Seal:

**Group-C** 

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

Size of the Company:	1. Those Companies having highest permanent personnel employed in freight forwarding and customs clearance activities with the record of provident fund deposited by the company will be awarded 40 marks in this category and Company having less than 20 permanent employees will get 0 marks in this category. Rest of the bidders will be given marks between 0-40 proportionately depending upon their respective employees.
2. Turn over the Company:	<ol> <li>The company having turn-over of Rs.5 crore and above in the business of freight forwarding will be awarded 15 Marks.</li> </ol>
<ol> <li>Past record of the firms in different IITs / Central Universities/Govt. Departments:</li> </ol>	3. Firms producing certificates/self-declaration of satisfactory execution of minimum 200 shipments per year during the last three years (i.e.2019-20, 2020-21 & 2021-22) with any Govt. organization(s) will be awarded 20 marks.
Experience of handling perishable shipments.	4. Firms producing copy of at least 5 (Five) bill of entry(s) along with corresponding Airway Bills in support of timely clearance of perishable shipments during last two years (2020-2022) will be awarded 5 marks.
Experience with Central Govt. Autonomous:	<ol> <li>Bidding Firms having successfully completed its contract with 2 Central Govt. Autonomous or more during the last 5 years, will be awarded 10 Marks.</li> </ol>
6. IATA/FIATA Membership	6. Firms having IATA membership will be awarded 5 Marks and 10 Marks to those who have membership of both IATA and FIATA.

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

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

**Group-D** 

# Transportation charges from Kolkata to the campus at IOP, Bhubaneswar for both console and non-console shipments:

	Rates are to be quoted for following four categories:	Criteria for calculating marks:
	1. Personal delivery of small consignments  @ Rs  2. Per truck (Medium lorry like TATA-407)  @ Rs  3. Per Truck (Big Lorry) @ Rs  4. Heavy Lorry (Like Container Truck)  @ Rs.  5. Per consignment of courier packet @ Rs	20 Marks shall be given separately for each category of transportation. A maximum of 20 marks shall be given to the lowest bidder in the category and the highest rates in each category shall fetch 0 marks. Rest of the bidders will be given marks proportionately. The total marks of a bidder in this group shall be the sum of marks scored in all five categories of transportation.
١	bring the shipment to their warehouse or direct for internal transportation of the equipment at bidder should keep in mind this aspect while question and the same of the bidder should keep in mind this aspect while question and the same of the bidder should be a same of the bidd	ort/Seaport, it shall be the duty of the clearing Agent to the send to IOP, Bhubaneswar. No separate charges Kolkata shall be paid to clearing agent. Therefore, puoting the transportation charges from Kolkata to IOP. Kolkata will not be paid extra on any circumstances. Abnormally low discount on IATA rate or Nil quote for bonsive bid and hence will be summarily rejected.

Date:

Place:

Signature: Name in Full:

Office Seal:

Designation: Name of the Firm:

#### <u>Appendix</u>

## TENDERACCEPTANCELETTER (To be given on Company Letter Head)

То,			
Sub: Acceptance of Terms &	Conditions of Tender.		
	Tender Reference No:		
Name of Tender / Work: -			
Dear Sir,			
I/ We have downloaded / o web site(s) namely:	btained the tender document(s)	for the above mentioned	'Tender/Work' from the
as per your advertisement, gi	ven in the above mentioned wel	osite(s).	
No to (incl	we have read the entire terms a uding all documents like annex e shall abide hereby by the terms	ure(s), schedule(s), etc .,),	, which form part of the
3. The corrigendum(s) issued consideration, while submitti	from time to time by your depar ng this acceptance letter.	tment/ organisation too ha	ave also been taken into
4. I / We hereby unconditio corrigendum(s) in its totality	nally accept the tender conditi / entirety.	ons of above mentioned	tender document(s) /
5. I / We do hereby declare the Department/Public sector und	nat our Firm has not been blackl dertaking.	isted/ debarred/ terminate	ed/ banned by any Govt.
information is found to be without giving any notice or	formation furnished by our Fir incorrect/untrue or found viol reason therefore or summarily or remedy including the forfeiture	ated, then your departm reject the bid or terminate	ent/ organisation shall te the contract, without

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