

**INDIAN INSTITUTE OF TECHNOLOGY HYDERABAD**  
ODF Estate, Yeddumailaram – 502 205, Medak Dist., A.P., India

TENDER No. 1/2011-12

**Engagement of Comprehensive Service Provider (CSP) for imported consignments**

Indian Institute of Technology Hyderabad is an educational institution of national importance, situated temporarily in Ordnance Factory Estate, Yeddumailaram 502205, Medak District, Andhra Pradesh, India. Every year, various hi-tech scientific and research equipments / instruments etc. are imported from various countries on CIF/CIP or FOB/FCA basis.

IITH is interested in engaging the services of a competent, reliable, experienced and efficient Comprehensive Service Provider, **hereinafter termed CSP**, for offering a fully integrated solution package that covers freight forwarding, consolidation, insurance (if required), customs clearance, delivery and allied services for a period of THREE years, on annual renewal basis subject to satisfactory performance in handling IITH's logistic activities.

For this purpose, The Director, IITH invites Bids under Two-Bid System from bonafide CSPs. The schedule of the tenders is as follows :

<b>Description of the Services / Jobs Required by IITH</b>	
Fully integrated solution package that covers freight forwarding, consolidation, Insurance (if required), customs clearance, delivery, and allied services.	
<b>EMD Amount Required</b>	Rs. 50,000/- in the form of a BG / DD in favour of Director, IITH, payable at Hyderabad.
<b>Last Date &amp; Time For Receipt of Tender</b>	5 <sup>th</sup> December 2011 – 3.00 PM.
<b>Due Date &amp; Time For Opening of Tender</b>	5 <sup>th</sup> December 2011 – 3.30 PM.
<b>Tenderers are requested to carefully read the tender documents and the following instructions:</b>	
<ul style="list-style-type: none"><li>• The enclosed 'FORMAT OF RATES' should be completely filled and forwarded along with a covering letter. <b>Offers tendered in any other format will be summarily rejected.</b></li><li>• Tenderers should enclose a Terms &amp; Conditions Compliance Statement on a separate sheet showing acceptance of the terms specified by IITH. <b>Non-enclosure of this statement will result in summary rejection of the offer.</b></li><li>• Offers not accompanied by EMD and/or in the specified format will be summarily rejected.</li><li>• Offers received after the specified date and time will be summarily rejected.</li></ul>	
Evaluation of offers including eligibility will be done with respect to the specified terms, conditions and requirements in this document.	

Interested CSPs may forward their offer in sealed cover through post/courier/by hand. The offer should be accompanied with necessary documents wherever applicable.

**REGISTRAR**



## FORMAT OF RATES

(THIS FORMAT IS TO BE RETURNED DULY FILLED UP ALONG WITH THE PRICE BID)

PLEASE DO NOT LEAVE ANY COLUMN BLANK

SI.	Item/Job Description	Percentage of assessable Value of Consignment	Amount (Rs.)	
			Minimum	Maximum
01	Percentage of Agency commission / attendance Charges on Assessable Value: a. At Hyderabad airport. b. At other airports anywhere in India.			
02	Re-export Agency Commission (Repair / Replacement Cases)			
03	Agency commission / attendance Charges At Foreign Post Office: a. In Hyderabad b. In other places in India			
04	Percentage of Agency commission/ attendance Charges on Assessable value at Sea Port if different from those specified at S. No. 1 above.			
05	Any Other Charges at <b>Sea Port</b> If Not Covered in 04 above			
06	CMC / EDI Charges, Documentation Fee, BE filing etc.			
07	Customs Examination, Sealing, Repacking, Crane/Forklift Charges for upto 200 kg items.			
08	DO Charges			
09	<b>Door Delivery Charges</b> including labour for unloading <b>Equipments/ Non- Perishables.</b>  (See note below)	a) Small Vehicle (Taxi Etc.)		
		b) Medium Truck		
		c) Full Truck /Lorry		
<b>IMPORTANT:</b> Handling of equipments and other items is crucial even within IITH so that they can be delivered at the right place. These are highly sensitive and costly scientific equipments and require delicate & professional handling.				
10	<b>Door Delivery Charges</b> for Highly Perishables that need dry ice or gel ice for preservation / Sensitive Chemicals / Radioactive / DGR items.			
<b>IMPORTANT:</b> Perishable shipments will have to be transported in refrigerated condition <b>immediately</b> after clearance from Airport to IITH.				

11	<b>Other Charges.</b> <b>a)</b> Charges For Handling (Unloading/ Moving) of Items/Equipments at IITH (On per kg basis). <b>b)</b> Courier/Doc. Collection Charges. <b>c)</b> Fax Charges. <b>d)</b> Crane/Forklift Charges at the airport for items weighing more than 200 kg. <b>e)</b> Any Other Charge (Specify).	
11	<b>Discount Offered on Standard IATA Rates (For Forwarding Cases Only)</b> Any Charge in shipping country will NOT be paid separately for FCA (Int. Carrier) INCOTERMS orders.	
<b>NOTE:</b> <ul style="list-style-type: none"><li>• All Charges should be quoted on per consignment/shipment basis.</li><li>• Consignments will have to be delivered, as far as possible, during OFFICE HOURS (9:30 AM to 6 PM). Urgent consignments etc. (as intimated by IITH) will have to be delivered even beyond office hours and on holidays, etc. to ensure their ACTIVITY/SAFETY. All items should be handled following proper safety precautions.</li><li>• Manpower for loading/unloading will have to be arranged by CSP. Equipments/items may be required to be moved at specified locations. Handling of heavy items may require a larger labour force. Safety of the equipment and the persons involved in doing so will be CSP's responsibility. CSP has to arrange location survey in advance.</li></ul>		

**SIGNATURE OF THE AUTHORIZED PERSON WITH THE SEAL OF THE FIRM**

## TERMS & CONDITIONS

- 01. Licenses:** CSP must have valid CHA, IATA, and other essential licenses and FIATA membership. Copies of documents should be enclosed. Freight forwarding offers through third party/sister concerns etc. will not be accepted.
- 02. Tender document comprising Terms & Conditions and Format of Rates, , EMD and PBG:** Tender document can be downloaded free of cost from IITH website ([www.iith.ac.in](http://www.iith.ac.in)). The firm must submit an EMD of Rs. 50,000/- in the form of a BG / DD drawn in favour of The Director, IITH payable at Hyderabad. EMD of the successful bidder will be returned, without any interest, only on furnishing of a Performance Bank Guarantee (PBG) within 30 days of award of the contract. PBG shall be for a sum of Rs.5.0 lakhs (Rupees five lakhs) only valid until 60 days after the expiry of the contract. EMD of the unsuccessful bidders will be returned immediately after the award of contract.
- 03. Experience:** The CSP must have experience in its own name in the field of customs clearance, forwarding and consolidation relating to Hi-Technology Equipments, Consumables like reagents, highly perishables, dangerous and radioactive goods, etc. in any similar Educational Institution or any other similar Government institutions, Health Institutes and University etc., during the last **TEN** years, especially clearing consignments under Notification No.51/96-Cus and its subsequent amendments.
- 04. Location of CSP:** Most of the consignments will be shipped to and cleared in Hyderabad Airport. Therefore the CSP should have customs clearance arrangements in Hyderabad. CSP must also have clearing operations in Bengaluru, Chennai and Mumbai also as some shipments may be required to be cleared from these cities. CSP should have facilities to also undertake clearance and delivery of post parcels as and when required by IITH.
- 05. Special arrangements for perishable consignments:** In case where the consignments are highly perishable in nature, CSP will have to arrange dry-ice stuffing (including procurement and filling-up) of the consignments at the storage place at the airport/post office on its arrival and till their clearance and delivery at IITH. CSP has to get Perishable/dangerous consignments cleared within 24 hours of arrival and deliver them at IITH at the earliest possible time, after clearance. **In case, perishable consignment is damaged on account of insufficient dry ice during storage, clearance or transportation, CSP will be held responsible for the damage and the loss will be recovered from the payments due.**
- 06. Re-export and re-import:** CSP may be required to **export** certain items for repairs or replacement, which may be re-imported after repair. CSP should undertake completion of all the formalities with the customs authorities for this purpose.
- 07. Excess remittance of Customs duty:** CSP is required to actively follow-up cases of recovery of excess duty, if any, paid to customs.
- 08. Efficiency rating of CSP:** IITH's yardstick for judging the efficiency of CSP will be as follows:
  - Minimizing / altogether eliminating payment of storage Charges for duration beyond free time.

- Coordinating with customs / carrier and obtaining Cargo Arrival Notice (CAN) within a day and forwarding CAN to Stores & Purchase Department of IITH.
  - Expeditious clearance and delivery of consignments to IITH after receipt of all the documents from IITH.
- 09. Maximum amount of freight:** CSP should indicate in the price bid, the maximum amount of **freight for a single consignment that CSP** can pay on behalf of IITH and get it reimbursed from IITH through the bills after clearance and receipt of consignments at IITH. (***To be indicated in price bid only***).
- 10. Maximum amount of customs duty:** CSP should indicate in the price bid, the **maximum amount of Custom duty for a single consignment that CSP** can pay on behalf of IITH and get it reimbursed from IITH through the bills after clearance and receipt of consignments at IITH. (***To be indicated in price bid only***).
- 11. General services:** IITH expects that CSP should have good reputation in the market, must have good rapport with the custom authorities to avoid/minimize delay in custom clearance, and not refer petty matters to IITH.
- 12. Other Charges/levies:** All statutory Charges/levies not mentioned in the format of rates etc. will only be paid/reimbursed on the production of the receipts / vouchers for the same.
- 13. CIF/CIP shipments :** Many orders are placed with foreign suppliers on CIF/CIP basis. CSP shall arrange to liaise with the supplier / carrier for clearance and delivery of consignments at IITH.
- 14. FCA/FOB shipments:** Purchase Orders are also placed with foreign suppliers on FOB / FCA basis. CSP's console airfreight rates must be based on FOB / FCA shipments i.e. from shipping Airports in the exporting country to Hyderabad Airport. Inland handling / forwarding Charges in the exporting country will not be separately payable by IITH.
- 15. EX-WORKS shipments:** In case the foreign supplier agrees to supply the goods on Ex-works basis only, CSP shall arrange collection and shipment of the consignment from the foreign supplier to IITH, Yeddumailaram 502 205. Inland handling / forwarding Charges in the exporting country will be reimbursed by IITH.
- 16. Follow-up of shipments:** Copy of the order placed by IITH on foreign supplier will be forwarded to CSP. It is the sole responsibility of the CSP to follow up the matter with its foreign associates and foreign supplier to ship the goods with in delivery schedule.
- 17. Forwarding/Consolidation facilities abroad:** CSP should have network of cargo forwarding / consolidating agents in at least 20-25 countries like USA, UK, Germany, Japan, France, Switzerland, Hong Kong, Canada, Norway, Sweden, Austria, Ireland, Singapore, Denmark, Italy, The Netherlands (Holland) etc. Rates for forwarding / consolidation should be specified with reference to the Air India - IATA rates from respective countries of import to Hyderabad / Chennai airport. Where Air India flights are not available then IATA rates of the national airline of that country would be considered. Consignment will be required to be shipped in the first available consol of any airline.

Under no circumstances should these rates exceed than those specified in latest issue of the IATA Tact Book. **CSP should submit an undertaking to this effect on its letterhead.**

- 18. Inspection Facility:** CSP shall, if required by IITH, carry out or arrange to carry out inspection (arrangement of third party inspection reports) of the ordered material at the country/port of shipment/supplier's premises and also inspection of the packing/labeling/markings etc. (as per international packing standards & norms).
- 19. Custody of consignments:** Safe custody of consignments cleared is the responsibility of CSP till they are delivered to IITH. CSP may also be required to arrange and obtain insurance policy for FOB/FCA consignments on behalf of IITH, particularly for items shipped through sea and assist in processing and liaison of claim(s), if any, lodged by IITH in the event of any damage, etc.
- 20. Short landing:** Whenever any Short landing Cargo is noticed, CSP shall file "Not found" or "Not traceable" notice with the Airport Authorities, obtain 'Not Traceable Certificate', and also lodge formal claim with the Airport Authorities/airlines concerned with all necessary documents under intimation to IITH.
- 21. Inspection of packages and insurance survey:** It is incumbent on CSP to carefully examine all the packages marked for customs examination of each consignment with the respective invoices and measurement/packaging list etc. If, at the time of physical examination of the consignment, any damage or loss of goods is noticed, the same shall be immediately brought to the notice of IITH and also arrange an Insurance Surveyor for surveying the consignment. **CSP will pay fee of the Surveyor and bear expenses for carrying on the survey and the expenditure will be reimbursed to CSP on submission of valid receipts.**
- 22. Liaison and co-ordination with IITH:**
  - CSP shall maintain close liaison regularly with IITH.
  - CSP shall arrange collection of documents whenever telephonically informed.
  - CSP shall take immediate steps for finalization of the BE from time to time and shall see that they are filed with the customs authorities.
  - CSP shall arrange one of its employees to be in contact with concerned staff of Purchase Department of IITH. The representative of CSP shall make all necessary arrangements in advance for proper handling and delivery of consignments at the destination/site for installation.
- 23. Delay in filing documents:** CSP shall be responsible for any delay in filing BE with customs authority and/or not notifying IITH of discrepancy, if any, in the documents. The storage charges (other than handling charges) for the entire period of delay due to deficiency or negligence in service on the part of CSP will have to borne by CSP. Further, CSP will have to make good loss/damage, if any, suffered by IITH on account of delay due to deficiency or negligence of service attributable to CSP in filing BE and/or clearance of consignments.
- 24. Safe custody of Duty Exemption Certificate (DEC):** CSP shall be responsible for safe custody and proper use of DEC provided to CSP by IITH.

- 25. Delivery of consignments and arranging labour for unloading:** CSP shall arrange delivery of the consignments at the earliest possible point of time. Delivery to be effected during working hours, as far as possible. In respect of perishables / urgent consignments (as intimated by IITH), IITH will accept delivery beyond office hours and on all holidays. CSP shall arrange requisite manpower for unloading, shifting, or moving the consignments, at IITH.
- 26. CSP not blacklisted by or in dispute relating to service with any organization:** CSP should not have been blacklisted by any Government organization. CSP should also not be involved in any kind of service related dispute with any client organization. ***An undertaking to this effect should be enclosed. Non-disclosure of such information will result in terminate of this contract*** without any notice, imposition of penalty to the extent of damage incurred during the subsistence of contract, and also recovery of the outstanding amount.
- 27. CSP not in legal dispute with IITH:** CSP should not have any pending legal dispute with IITH as IITH is interested in very reliable and professional services.
- 28. Non-interruption of service:** Should any dispute of any nature arise, CSP shall continue its services as provided in this contract, if required by IITH, during pendency of the dispute.
- 29. Customs query:** CSP shall equip itself in advance with all necessary information that may be required for answering customs queries. CSP shall take all necessary steps to answer both oral/verbal and written queries without any delay. In case of need of clarification from IITH, the queries may be communicated to IITH on the day the queries are raised. Storage charges incurred on account of delay in communicating the queries to IITH shall be borne by CSP and further, damage caused to IITH due to the above said delay shall be made good by CSP.
- 30. Submission of bills:** CSP shall tender pre-receipted bills once in every week for service provided to IITH. Bill should be in letter-head of CSP and in the format prescribed by IITH. A checklist and documents in support of various Charges indicated in the bill should accompany each bill. Any bill not accompanied by checklist and one or more documents will not be received in IITH. Personnel authorized by IITH will acknowledge receipt of the bills after due verification of enclosures. Bills that are returned to CSP on account of deficiencies will contain remarks about deficiencies. Incidence of storage charges attributed to oral/verbal queries of customs authorities shall not be claimed by CSP.
- 31. Amount claimed in the bill:** Further, it is specifically and clearly understood that the bills should be tendered only for sums entitled under this contract.
- 32. Payment of bills:** IITH shall make every effort to examine and arrange payment of bills within 30 to 45 days of receipt. However, delay in settlement of payments shall not be accepted as valid ground for CSP to delay clearance of consignments and/or make any advance payment to CSP. It is clearly and specifically understood that storage charges incurred on account of delay in clearance of consignments on grounds of delay in payment of bills on the part of IITH, will have to be borne by CSP. All the bills will be admitted by IITH only for the sums entitled under this contract. IITH does not undertake

to communicate, to CSP, reasons for partial or non-admission of one or more claims made in the bills.

- 33. Continuation of services during pendency of payment of bills:** IITH will make every effort to arrange payment of bills within 30 to 45 days of receipt. If payment is delayed beyond 45 days for any reason, the CSP shall NOT STOP clearing consignments and their delivery at IITH. CSP should have adequate financial standing to continue clearance activities during pendency of payment of bills.
- 34. Short-listing and tenure of contract:** Tenderers should provide all the supporting documents mentioned above, failing which their applications will not be considered for short listing. The duration of the contract will be for THREE years, but the contract may be renewed every year subject to satisfactory performance by CSP.
- 35.** It is specifically made clear and understood that this contract shall not vest exclusive rights to the CSP to provide services to IITH during the tenure of this contract. Notwithstanding this agreement, IITH may utilize the services of one or more other agencies for obtaining one or more or all and/or such other services enlisted under this contract.
- 36.** The Director, IITH, reserves the right to accept or reject any offer without assigning any reason / reasons. The jurisdiction of disputes if any at any stage will be the competent courts in Hyderabad only.

#### ARBITRATION

- 37.** (a) In the event of any question, dispute / difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitrator appointed by the Director, IITH.
  - (b) The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director, IITH shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
  - (c) The expression Director, IITH shall mean and include an acting/officiating Director.
  - (d) The Arbitrator may give interim award(s) and/or directions, as may be required.
  - (e) Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made thereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

### Instructions to Tenderers

QUOTATIONS ARE TO BE SUBMITTED IN TWO PARTS

#### ENVELOPE-1 (Technical Bid) should contain:

1. EMD in the desired format in original.
2. Copies of documents required in support of eligibility.
3. Statement of compliance in the following format.

IITH's Terms & Conditions	Compliance by CSP	Deviation/Remarks If Any

**Please Note:**

Merely copying IITH's terms and writing 'Yes' in compliance will not suffice. Please enclose supporting documents wherever required, failing which, the offer may be rejected.

#### ENVELOPE-2 (Price Bid) should contain:

1. 'FORMAT OF RATES' should be duly enclosed with this bid document. All columns MUST be filled legibly and the page must be duly signed / stamped by the authorized signatory.
2. Copies of latest IATA rate Chart (as per TACT book).

**Please Note:**

- Rates so quoted shall be considered **fixed for three years** except revision of statutory levies or levy of new charges/duties, subject to production of copies of relevant notifications.
- Conditional rates and/or discounts will not be accepted and the offer shall be summarily rejected as commercially non-responsive. If rates etc. are not mentioned in the desired format, offers shall be automatically stand rejected.
- Where port of shipment is not mentioned, air freight not exceeding Air-India freight from that port of shipment to Hyderabad / Chennai / Mumbai, as the case may be, shall be admissible.

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