



Guru Ghasidas Vishwavidyalaya, Koni, Bilaspur – 495 009 (C.G.)

( A Central University established by the Central Universities Act, 2009 No. 25 of 2009)

Website: [www.ggu.ac.in](http://www.ggu.ac.in) Phone: 07752- 260381 FAX: 07752-260154, 260148

### **TENDER NOTICE**

**For appointment of agent for Consolidation of consignments for import-export shipment”**

**Enquiry No: 1371/Store/2014**

**Date: 08/06/2014**

Department : Store Section

To  
All Firms/ Service Providers  
dealing in customs clearance  
imports & exports handling and  
international freight forwarding  
under consolidation

#### **Important Dates**

<b>Event</b>	<b>Date</b>	<b>Time</b>
Last Date of submission of quotation	04-07-2014	3.00PM
Quotation Opening Technical bid	04-07-2014	4.00PM
Quotation Opening Price bid	Will be communicated to technically eligible bidder if not opened on same day	

Dear Sir

Sealed Tenders are invited in TWO BID FORMAT from the Service Providers dealing in customs clearance imports & exports handling and international freight forwarding under consolidation.

Part I- TECHNICAL BID giving detailed terms and conditions with documents mentioned in the tender document, and Part II- PRICE BID. .

Sl. No.	Name of the Services	Specification
1	Tender For appointment of agent for Consolidation of consignments for import-export shipment” through Air, Sea and Foreign post office and customs clearance.	As detailed in the bidding documents

Please send your quotation only by Registered/Speed Post to:

The Office of Store Section  
Administrative Block  
Guru Ghasidas Vishwavidyalaya, Koni  
BILASPUR – 495009, Chhattisgarh, INDIA

By Order

Registrar (Acting)

Note: Kindly refer to the University website [www.ggu.ac.in](http://www.ggu.ac.in) for complete tender details/corrigendum /updates.

#### Enclosures

- Eligibility Criteria
- General Terms & Conditions** given at **Annexure A**
- Check list for Technical & Price Bid (Annexure – B)
- Bidders undertaking (Annexure – C)
- Price Schedule Form (Annexure –D)
- Format of EMD (Annexure- E)
- Format of Performance Bank Guarantee (Annexure – F)

## Eligibility Criteria

Quotations of only those Bidders who fulfill the following Eligibility Criteria as mentioned from clause 1 to 10 shall be considered. Necessary documents in this regard must be enclosed with the Technical Bid, failing which; the bid shall be summarily rejected.

1. Tender fee of Rs 1000/- (Non- refundable) in form of DD only in favor of "The Registrar, GGV, Bilaspur, payable at Bilaspur (C.G.)
2. The Bidder should have valid Consolidation & CHA Licenses in their own name single name. Bidders not having these qualifications need not apply. Copies of documents evidencing this must be enclosed with Technical Bid.
3. The Bidder should be registered member of IATA or FIATA and must have an office located near to Bilaspur.
4. The Bidder should be certified under ISO 9001 (2000) quality system certification.
5. The bidder should have the facility for Customs clearance at Kolkata, Mumbai, Chennai & New Delhi both for Air & Sea Cargo and Foreign Post Office. The Bidder must be registered in Customs in all these places.
6. The Bidder should have successfully executed at least two(2) similar contracts for freight forwarding and custom clearance work during the last three years i.e., 2010-11, 2011-12 and 2012-13 in any Govt. Department / PSU / CSIR LABS / Public Funded Autonomous Bodies like ICAR / IIT / ICMR / DRDO, ISRO, etc. Documentary evidences about satisfactory completion of the work Certificates of the Client must also be enclosed with their complete mailing addresses and telephone numbers.
7. BALANCE SHEET OF THE BIDDER FOR PREVIOUS THREE YEARS (2010-11, 2011-12, 2012.13). MUST BE ENCLOSED certified by chartered accountant evidencing Annual Turnover of Rs.5 Crores ( five crores ) along with credit worthy certificate from their bankers.
8. Bidder have to submit the EMD (Bid Security) of Rs.50000/- (Rupees Fifty thousand only) in the form of Bank Guarantee / DD from a nationalized Bank in favour of Registrar, Guru Ghasidas Vishwavidyalaya, Bilaspur along with the Technical Bid and must be valid for 45 days from the Bid validity date. Bids received without EMD shall be rejected. EMD of unsuccessful Bidders will be refunded within 30 days after signing of the Contract with successful bidder. No interest would be paid on the Earnest Money Deposit (EMD).
9. Copy of Service Tax Registration Certificate.
10. The Bidder should have valid Multi Modal License.
11. GGV, Bilaspur (C.G.) will not pay any demurrage charges under any circumstances. Demurrage charges, if any, would be borne by the bidder.

Note: Documents in support of 1 to 10 must be submitted in the Technical Bid otherwise the bid will be considered technically unresponsive.

**Important – It may be noted that the University is exempted from paying Excise/Custom Duty vide Government Notification No. 10/97 dated 01.03.1997 [Registration No.: TU/V/RG-CDE(710)/2010, dated 19.01.2011]. The University is not authorized to issue C or D forms.**

The university is also exempted from payment of service tax vide notification no. 25/2012-Service Tax dated 20/06/2012 ministry of finance, Department of Revenue, Govt of India, New Delhi

## **A. General Terms & Conditions**

**Annexure-A**

1. Both Part One \_\_\_ Technical Bid (Envelope-I) and Part Two \_\_\_ Price Bid (Envelope-II) shall be contained within the main envelope marked No. .... Date: and should mention "Tender for appointment of Consolidation-cum-**Clearance & Transportation Agent**".
2. Incomplete Bid and conditional Bid will be rejected.
3. The Bid/s, Received By Fax/E-Mail and open Condition will not be Considered.
4. Bids received after the due time (delayed) and due date (late) will not be considered.
5. The bids should be valid for a minimum period of 90 days from the date of Bid opening.
6. Percentage (%) Discount quoted in the Price Bid (Annexure-D) must be mentioned in figures and words.
7. No Bidder is permitted to withdraw or modify the bid submitted after opening.
8. **Airfreight Charges-** All forwarders are to charge the freight charges on the basis of latest I.A.T.A. rates which are fixed by I.A.T.A TACT Card. The latest version of IATA rates from respective country of import should be considered as the reference, while offering discount on forwarding/consolidation rates. Under no circumstances should these rates be more than those specified in latest / IATA tact book. The Bidder should furnish an undertaking to this effect on their letterhead. The consignment should be shipped in the first available console of the Airline to Kolkata International Airport.
9. The Bidder, in the price schedule (Annexure 'A') should offer a fixed 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 Bidders will be evaluated on the basis of the percentage of discount and not on individual rates for weight slabs from different countries. Offers/bids with discounts subject to any conditions imposed by the bidder or in any other format will be rejected outright.
10. The exchange rate as notified by customs for imports as per RBI Exchange rate/SBI T.T. Selling Rate prevailing on the date of filing BIB of Entry of shipment at the International Airport of India, will be applicable.
11. The Bid must contain names and address of all associates located in different countries for each gateway international airport detailing their Telephone, Telex, Fax and E-mail numbers of the contact persons.
12. The successful Bidder will have to give an undertaking that no consignment of GGV will be detained I/withheld by them before or after the custom clearance under any circumstances.
13. **The successful Bidder will have to submit a Performance Bank Guarantee for Rs.3,00,000.00 (Rupees three Lakhs only) from a nationalized bank as security, which should be valid at least for 28 months (two years of contract + four months) from the date of contract. The same Bank Guarantee will be returned after completion of 28 months subject to fulfillment of contractual obligations & No dues to GGV from the Service Provider. No interest would be paid on Bank Guarantee. The Competent authority of GGV will have the discretion to invoke the provisions of the Performance Bank Guarantee for any breach of contract.**
14. **CIF / CIP Shipments:** Only D.C. Charges (when not on console), fixed Bill of Entry charges and statutory levies will be paid by GGV for CIF/CIP Shipments. Transportation charges from Kolkata airport to GGV Stores, if applicable will be paid at actual.

15. Bank release order (for consignments against irrevocable letter of credit) will be delivered only after its receipt from the bank. Custom clearance should be initiated without waiting for bank release order. The invoice towards consolidation & clearance charges along with the Bill of Entry (BCE), copies of HAWB, MAWB & Cargo Manifest in respect of all shipments must be sent to GGV within 7 working days of custom clearance.
16. The Price Bid (Financial bid) should be in a sealed cover containing the price schedule (Annexure D) duly filled up for evaluation. Bids not meeting these criteria will be rejected.
17. **Location of Comprehensive Service Provider (CSP):** Most of the consignments will be shipped to and cleared in Kolkata Airport. Therefore the CSP should have customs clearance arrangements in Kolkata. CSP must also have clearing operations in Delhi and Mumbai also as some shipments are 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 GGV.
18. **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.
19. **Excess remittance of Customs duty:** CSP is required to actively follow-up cases of recovery of excess duty paid to customs.
20. **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.
21. **FCA / FOB shipments:** Many orders are 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 Kolkata Airport. Inland handling / forwarding Charges in the exporting country will not be separately payable by GGV. In case of FCA shipments separate rates for export handling, documentation & storage charges needs to be provided from all gate- way ports and must be included in the consolidated rate provided.
22. **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 GGV, Bilaspur. Inland handling / forwarding Charges in the exporting country will be reimbursed by GGV, Bilaspur. The rates for inland handling & forwarding charges in the exporting country needs formal approval from GGV before the consignment is picked-up.
23. **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, China, Malaysia, Hungary, 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 Kolkata 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.
24. **Collection of gift free sample:** Sometimes gift/free research samples in the form of materials/metals/iron ore/chemicals etc. are required to be collected from concerned persons in Universities / institutions abroad (US, UK, Germany, Japan, Australia etc.). CSP will have to arrange pick up of these samples from respective destinations to Kolkata airport and its delivery to GGV, Bilaspur after customs clearance.
25. **Inspection Facility:** CSP shall, if required by GGV, 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)

26. **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 GGV for arranging 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.
27. **Delay in filing documents:** CSP shall be responsible for any delay in filing BE with customs authority and/or not notifying GGV of discrepancy, if any, in the documents. The storage/demurrage 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 GGV on account of delay due to deficiency or negligence of service attributable to CSP in filing BE and/or clearance of consignments.
28. **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.
29. **Non-interruption of service:** Should any dispute of any nature arise, CSP shall continue its services as provided in this contract, if required by GGV, during pendency of the dispute.
30. **Submission of bills:** CSP shall tender, by hand, pre-receipted bills once in every week for service provided to GGV. Bill should be in letterhead of CSP. 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 by GGV, Bilaspur (C.G). Personnel authorized by GGV will acknowledge receipt of the bills after due verification of enclosures. Bills that are returned by CSP on account of deficiencies will contain remarks about deficiencies. Incidence of storage demurrage Charges attributed to oral/verbal queries of customs authorities shall not be claimed by CSP.
31. **Continuation of services during pendency of payment of bills:** GGV 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 GGV. CSP should have adequate financial standing to continue clearance activities during pendency of payment of bills.
32. **Short-listing and tenure of contract:** Tenderer should provide all the supporting documents mentioned above, failing which their applications will not be considered for short listing. Initially the contract will normally be awarded for two years, which may further be extended, curtailed or re-negotiated depending upon the performance of the CSP.
33. It is specifically made clear and understood that this contract shall not vest exclusive rights to the CSP to provide services to GGV during the tenure of this contract. Notwithstanding this agreement, GGV 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.
34. The contract may be extended further based on performance & mutual agreement.
35. The competent authority of GGV, Bilaspur (C.G) reserves the right to accept or reject any offer without assigning any reason / reasons. The jurisdiction of dispute if any at any stage will be the competent courts in Bilaspur only.
36. Even in the case of any dispute, the consignment shall be cleared by the agent and handed over to GGV Bilaspur pending the settlement thereof.

37. The Competent authority of GGV, Bilaspur reserves the right to accept or reject any or all the Bids received without assigning any reason.

38. The Competent authority of GGV, Bilaspur reserves the right to terminate the contract within one month prior notice at any time on finding the service unsatisfactory or on any breach of contract.

**B. Scope of work The scope of the consolidation-cum-clearance detailed below.**

**1. Consolidation**

- a) Consolidations of the consignments being imported from Gateway Airports in the Country of GGV's Supplier/s.
- b) Complete Monitoring and Supervision of the movement from the date of order/LC and regular feed back on the progress of Shipment to GGV. 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. GGV will not pay any demurrage charges under any circumstances.
- c) To provide timely information (pre-alert) regarding dispatches and other relevant information to GGV, Bilaspur via E-mail/Fax (Weight, P.O. No., No. of Packages, Supplier etc. Type of Cargo (Perishable DGR, ETD, ETA, etc.)
- d) To facilitate specialized packing (as required) of all kinds of materials as per the IATA specifications and international packing standards.
- e) Clearance and transportation of all consignments including voluminous and heavy packages, dangerous and hazardous materials, over dimensional consignment including radioactive and perishable items.
- f) Prompt communication through Telephone, Tele-fax and Email etc. to ensure quick clearance.
- g) Any other services needed regarding consolidation (as required)

**2. Clearance :** Customs clearance of imported consignments from international airports

- a) custom clearance of imported consignments from International Airports of Kolkata, Chennai, New Delhi or Mumbai/ICD/Foreign Post Office and filing of BCE for GGV Bilaspur shipments (both import and export)
- b) The clearance of consignments comprising precious and delicate type of equipments, Instruments and other special type of materials, including Perishable items, dangerous goods (DGR) and ODC shipments.

**3. Collection of all documents related to imports/exports from different locations to GGV, Bilaspur :**

- a) Custom clearance of the consignment including all the stages of customs clearance
- b) Obtaining Non-delivery certificate/short landing certificate in case materials are short delivered by IAM, or airlines and lodging of claims with them immediately on behalf of the competent authority, GGV, Bilaspur.
- c) Arranging insurance survey at Airport/IAAI/Sea Port in case of Damages to the consignment.
- d) Any other job in connection with the clearance of goods from Customs
- e) Clearance of Post Parcels from Customs/Foreign Post Office, & delivery to GGV, Bilaspur.
- f) Arranging dispatch and receipt of consignments cleared for import to GGV, Bilaspur.
- g) Follow-up of cases of recovery of any excess Customs duty paid till recovery.

#### 4. Exports

- a) Export for repairs, which will be re-Imported after repairs.
  - b) Export of equipments for replacement.
  - c) All procedural formalities for these Exports (as per 2.3.1 and 2.3.2), with Customs will be required to be done by the Bidder.
5. **Transit Insurance:** Arranging transit insurance on 110% of CIF value from insurance Company covering all transit risks including wars, strikes, riots, civil commotion which should be valid till 30 days after receipt of consignment at GGV. The insurance premium must be expressed as a % of 110% of CIF value, The insurance should be done as per institute cargo clause Air and institute cargo clause A.

#### C. Price Schedule

The Bidder Shall fill in the price schedule from as per Annexure "D" Duly signed and stamped, enclosed with Price Bid.

##### 1. Airfreight Charges

- a) The bidder must charge the freight charges on the basis of IATA rates which are fixed by IATA. The firm must offer a single and fixed discount on these rates which should be "in percentage (%) only" from all countries, failing which, they would be summarily rejected. The discount should be based on the latest tariff issued by IATA and must be applicable to all weight slabs. The firm and fixed discount rate should be indicated separately for-
  1. Normal consignment (coming under console); and
  2. ODC, dangerous, hazardous, radioactive and perishable items (not coming under console).
2. All other statutory charges on Air freight / Sea Freight will be reimbursed at actual against supporting vouchers. Statutory Charges are charges levied by Airline/Airport Authority or Government in their Sovereign Capacity, which includes:
  - a) IAAI Charges
  - b) Fuel Surcharge;
  - c) Security Surcharge;
  - d) Port charges

The consolidation-cum-clearance agent has to provide MAWB, Cargo Manifest & HAWB (in original) for all individual import cases. These charges should be supported by the circulars issued by the concerned authorities.

3. The ~~as~~ must be quoted according to the format only; otherwise quotation will be rejected. DO charges on consignments coming under own console shall not be paid. DO charges for other consolidation will be paid at actual against supporting voucher.
4. The Bidders must have their own arrangements of Warehouses Insurance, Pick up and delivery within the country and also exporting country. Details of these facilities in India should be given for proper evaluation
5. For odd dimensional shipment only those packages where the size exceeds the standard pallet dimensions as given below would be treated as ODC i.e. odd-Dimensional Cargo.

Length — 259cms(102inches)

Width — 307cms(121inches)

Height — 165cms(65inches)

This is as per the guidelines mentioned in the IATA Tact Loading Charts for oversized cargo

6. For dangerous goods the freight forwarded while charging on the bill will have to mention the classification of item as per dangerous goods list as mentioned in the IATA Dangerous Goods manual.



7. Clearance Charges

The Bidder must indicate the fixed charges of filling a Bill of Entry. This charge shall include all expenses required to be incurred for the purpose of clearance which may include examination fees, unpacking & re-packing charges, handling charges, etc. No other expenses towards clearance shall be payable by GGV, Bilaspur under any circumstances. This rate should be firm and fixed for any consignment whether dangerous, ODC, hazardous, radioactive, perishable, etc. All consignments cleared at Kolkata shall be required to be delivered at GGV Stores, Bilaspur without any extra cost towards transportation charges. However, transportation cost from Kolkata to Bilaspur shall be payable extra at actual (against supporting vouchers) per consignment.

8. Insurance Charges

Wherever insurance is the responsibility of GGV, Bilaspur then the agent shall arrange for payment of the insurance premium on 110% of C1F value from insurance company covering all transit risks including wars, strikes, riots, civil commotion which should be valid till 30 days after receipt of consignment at GGV. The insurance premium must be expressed as a % of 110% of CIF value, The insurance should be done as per institute cargo clause Air and institute cargo clause A.

9. Bid Evaluation Criteria

The Price Bids of the technically qualified bidders (meeting the eligibility criteria as stipulated Annexure-B) will be opened, under intimation to the bidders. The contract will be awarded to the Lowest Evaluated Responsive Bidder who shall secure minimum total score as per Annexure-D (Price Schedule) for consolidation, insurance and clearance charges.

**D. CONTRACTUAL OBLIGATIONS**

The following obligations are within the scope of services to be provided by the Bidder:-

- a) Import/Export can be from/to any country. The IATA rates and discounts shall be applicable uniformly.
- b) Bidder will be responsible for the safety of the cargo in all circumstances and 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 consignment incur demurrage or penalty, the Bidder shall be solely responsible.
- c) Pre-shipment advises must be intimated well in advance (48 hours prior to shipment) through Fax /E-mail to GGV to facilitate in obtaining Bank Release Order (BRO) wherever required.
- d) The Bidder will pay all the charges of customs clearance including Customs Duty up to Rupees five lacs per consignment (shipment), Airfreight/Sea-freight charges, insurance premium, clearing charges and transportation charges, wherever applicable. The same will be reimbursed after receipt of the consignment in GGV Stores on submission of pre receipted bill in duplicate addressed to the Registrar, GGV, Bilaspur along with the relevant document as a proof for which payment is charged e.g., MAWB, HAWB, Bill of entry, CD Challan, Freight bills, etc.
- e) The payment of Airfreight, Customs duty and clearance charges, etc. will not be made if the consignment is in damaged condition both externally or internally. However, the payment will be released only after the amount is recouped from the insurance company. GGV will not bear/pay any demurrage charge on account of any delay in clearance attributable to clearing agent or their freight forwarder.
- f) Any kind of loss or damage to the consignment from abroad to our warehouse will be bidder's responsibility for recoument. However, necessary documents on this account (to be prepared by bidder) will be signed by GGV, Bilaspur (C.G) in the capacity of consignee/importer. The insurance claims, if any must be followed up with the concerned insurance company till final settlement.



- g) The weight for the purpose of clearance from airport will be the 'Chargeable Weight' of the consignment. However, for payment of other charges, the weight will be the Gross Weight as per MAWB / HAWB.
- h) Only airfreight charges and transportation charges, if applicable in addition to statutory levies/taxes, insurance charges and fixed charges for filing Bill of entry would be paid.

**E. The efficiency and Performance of Service Provider will be judged by GGV, Bilaspur on following aspects:**

1. Custom clearance without DEMURRAGE CHARGES and Safe Delivery to GGV Stores, Bilaspur.
2. Coordinating with Customs/Carrier and obtaining Cargo Arrival Notice within 48 Hrs. landing at Kolkata or any other International Airport and forwarding the same to GGV, Bilaspur.
3. After collection of Documents from GGV, Bilaspur and customs clearance of the consignment within free period; Delivery to GGV Stores, Bilaspur, must be made immediately.
4. The Bidder must intimate GGV well in advance (48 Hrs/pre-alert advice), BEFORE the date of arrival of the consignment with the house Airway bill and master Airway bill numbers and collect all documents required for clearance from GGV, Bilaspur. The Bidder shall be held responsible for any delay in customs clearance, not completed within the free period. The successful tenderer would have to provide an undertaking that "no demurrage charges would be incurred in clearance of consignments and in case demurrage is incurred then it would be fully absorbed by the Comprehensive Service Provider". Similarly, the Bidder shall have to make good to GGV, Bilaspur any loss incurred due to negligence or failure on their part to take prompt action in finalization of BCE and clearance of consignment.
5. The Bidder may be required to carry out or arrange to carry out the inspection of the ordered material at the country/port of shipment or supplier's premises on behalf of GGV, Bilaspur, if required in certain cases.
6. Safe Custody of the Consignment cleared is the responsibility of the Bidder until it is delivered to GGV, Bilaspur stores.
7. The Bidder shall be required to examine carefully all packages marked for customs examination of each consignment arrived at the airport with respective invoices packing list etc. Any damage or loss of goods should be brought to the notice of GGV, Bilaspur immediately. In case any short landing cargo is noticed the agent shall be required to file "not traceable" or "not found" notice with the airport authorities and obtain 'not traceable' certificate and also lodge formal claim on airport authority/concerned Airlines with all necessary documents under intimation to GGV, Bilaspur.
8. The successful bidder shall have to bear the applicable customs duty upto Rs.5,00,000.00 (Rupees Five Lakhs Only) per consignment on behalf of GGV within 30 days of claim, the same will be reimbursed to the awardee bidder. In case the amount of Customs Duty is more than Rupees five Lakhs for any consignment, then the successful Bidder shall intimate GGV about the amount of CD involved in advance so that the customs duty can be arranged well in advance; prior to landing against Intimation and advance Bill of Entry copy from the Agent. Any delay in intimating GGV about the duty payable shall be to the account of successful bidder. No plea on account of delay in arranging the customs duty shall be accepted.
9. In case the cargo is received in damaged condition/short landing, payment shall not be released to the Bidder till GGV receives the complete consignment / insurance claim. In all such cases the bidder is required to file "Shortage" or "Damage" or "Not Found" or "Not Traceable" notice with the Airport Authorities, obtain necessary certificate from the Airlines / Sea liner and lodge necessary claim with the concerned authorities under intimation to GGV and follow up on regular basis till final settlement of the insurance claim.

10. **Penalty Clause:** The Competent authority, GGV reserves the right to deduct penalty @ 0.5% per week of FCA / FOB price (INCOTERMS 2000), for delay in consolidation and Airfreight / Sea shipment of GGV shipments and delivery to Stores, GGV, Bilaspur. (Maximum penalty shall be 2%) The period for this will be calculated after 30 days, from the date of intimation by supplier about the readiness of the consignment for shipment
11. The service provider will ensure that correct nomenclature and the HS CLASSIFICATION AS PER EXTANT ITC I Customs Notification is mentioned in the BILL OF ENTRY. The correct product code (HS) verified AND DUTY FREE ITEMS AS PER Customs Tariff act cleared without duty. GGV is eligible for levy of concessional customs duty (vide Notification CUSTOMS 51/96); on items which otherwise attract duty.

#### **E. Arbitration:**

All disputes will be referred to competent authority, GGV, Bilaspur (C.G) for arbitration. The decision of competent authority of GGV, Bilaspur (C.G) will be final and binding on both bidder and customer (GGV).

- a) GGV and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- b) If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then GGV or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- c) In case of Dispute or difference arising between GGV and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the appropriate and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
- d) The venue of the arbitration shall be the place from where the award or contract is issued.
- e) **Applicable Law:** The contract shall be interpreted in accordance with the law of the Union of India and all disputes shall be resolved within Bilaspur, Chhattisgarh Jurisdiction only.

**ENVELOPE-I (Technical Bid) should contain:****ANNEXURE – B**

Sl.No	ITEM/CLAUSE	YES/NO	Page No
1	Tender fee of Rs 1000/- (Non- refundable) in form of DD only in favor of "The Registrar, GGV, Bilaspur, payable at Bilaspur (C.G.)		
2	Whether the firm has submitted EMD of Rs.50000/- (Rs fifty thousand only) in the form Bank Guarantee/DD/TDR of Scheduled Nationalized bank along with the technical bid.		
3	Forwarding letter on letter head of firm indicating the office and name of authorized person near to Bilaspur.		
4	Whether the rates have been quoted as per the formats enclosed with our tender document?		
5	Whether the attested copies of valid permanent custom license(CHA) in the name of quoting firm applicable in Kolkata / Delhi / Mumbai / Chennai Airport / Seaport enclosed with the quotation?		
6	Whether the list of name and complete addresses of the freight forwarders/associated with Tel/Fax/email enclosed for all gateway international airport?		
7	Whether the quoting firm has valid IATA or FIATA membership and copy of certificate has been submitted.		
8	Whether the quoting firm has valid ISO 9001(2000) quality system certification and copy of certificate has been submitted		
9	Is quoting firm registered with Indian custom house Kolkata/Delhi/Chennai and Mumbai as consol/clearing agents?		
10	Whether the quoting part has executed at least two similar freight forwarding and custom clearance work during the last three years in any Govt. Deptt./PSU. Is documentary evidence/certificate about satisfactory completion of the work with these organizations enclosed with their complete mailing address and telephone numbers?		
11	BALANCE SHEET OF THE BIDDER FOR PREVIOUS THREE YEARS (2010-11, 2011-12, 2012.13). MUST BE ENCLOSED certified by chartered accountant evidencing Annual Turnover of Rs. 5 Crores (five crores) along with credit worthy certificate from their bankers.		
12	Copy of service tax registration certificate		
13	Signed copy of undertaking by the bidder		
14	Copy of multi modal License		
15	The complete compliance statement on a separate sheet showing acceptance of the terms and conditions as per this tender.		

(Signature)

Name of the firm with Stamp

GGV's Terms & Conditions	Compliance by CSP	Deviation/Remarks if Any

**Please Note:** Merely copying GGV's terms & writing "Yes" in compliance will not suffice. Please enclose supporting documents wherever required. Similarly documents in support of the stated claims may also be separately requested by GGV by giving a notice of 3 days at any point of time during the evaluation process and before the opening of the price bid failing which the offer shall be rejected.

1. We agree that the consignment after clearance from airport by us will directly be delivered to the premises of GGV Stores, Bilaspur immediately. In case of perishable item, We will deliver within minimum time with necessary temperature control arrangements. The services will not be sub contracted to any other agency.
2. We agree to pay the customs duty for all consignments at the time of clearance from airport / seaport and its reimbursement up to a limit of Rs. 5.00 Lakhs against paid challan. We shall submit bill along with the paid challan for reimbursement of customs duty paid.
3. We undertake to ensure that correct nomenclature and HS classification as per extant ITC/Customs notifications is mentioned in the Bill of Entry and the correct product Code (HS) is verified and duty free items as per Customs Tariff Act is cleared without duty.
4. We agree that we shall not claim any demurrage charge, ii paid by us at the time of clearance, for the shipments arranged by us.
5. We agree that the HAWB & MAWB number and date will be intimated to the importer sufficiently in advance prior to arrival of the consignment.
6. We agree that we shall collect necessary documents required for clearing of consignments by deputing our representative to GGV, Bilaspur and when required on a daily basis.
7. 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 our bills.
8. We shall prepare the airfreight bill and transport / delivery 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 less the discount.
9. We agree to accept the Exchange Rate adopted for the assessment of Custom Duty on the date of filing Bill of Entry (import for the purpose of calculation of airfreight charges).
10. We undertake to arrange for transit insurance of the consignment and pay the insurance premium on 110% of CIF value from any nationalized insurance company covering all transit risks including wars, strikes, riots, civil commotion etc, which would be valid till 30 days after receipt of consignment at GGV. The insurance would be done as per institution cargo clause Air & Institute Cargo Clause "A".
11. In case the cargo received is damaged / short landed, then we shall not claim any payment till GGV, Bilaspur receives the insurance claim. In such cases, shortage/damage/not found/not traceable notice would be lodged by us with the airport authorities and obtain necessary certificate from the Airline/port authorities for necessary claim with the concerned authorities under intimation to GGV, Bilaspur (C.G.) and also arrange for deputing the insurance surveyor.

During inland transportation, any loss/damage is our sole responsibility. In such cases, we shall provide loss/damage certificate immediately and lodge claim with insurance company and pursue till settlement and further we shall be responsible and accountable for proper safety, care, handling and storage of goods while in our custody

12. **We undertake to submit Performance Bank Guarantee for a value of Rs. 3,00,000/ (Rupees three Lakhs Only) valid for 28 (Twenty Eight) months from the date of Contract.**

We unconditionally accept all the terms and conditions of this tender.

Place.....

Date.....

Signature of the authorized person of the Bidder .....

Name of the authorized person .....

Name of the Agent .....

Rubber Stamp & Seal .....

**PRICE SCHEDULE FORM**

**ANNEXURE -D**

S.NO	Item/Job Description	Percentage of assessable Value of Consignment	Amount (Rs) Mention only in (Rs)	
			Minimum	Maximum
1	Percentage of Agency commission / attendance charges on Assessable Value at Kolkata Airport			
2	Re-export Agency Commission (Repair / Replacement Cases)			
3	Percentage of Agency commission / attendance charges on Assessable Value at Sea Port at Kolkata Service Charges would be paid on agency commission at applicable rates.			
4	CMC / EDI charges, Documentation Fee, BE filing etc. (consolidated)			
5	Customs Examination, Sealing, Repacking, Crane/Forklift Charges/ T.P charges, Telephone/ Fax Charges (Consolidated) a) Up to 200 kg Items b) More than 200 kg Items			
6	DO Charges			
7	Transportation from Kolkata Airport/ Seaport to GGV & Door Delivery charges  (See note below)	A )Small consignment on per kg. basis (items not requiring medium truck/ full truck)		
		B ) Medium Truck		
		C ) Full Truck/ Lorry		
<p><b>IMPORTANT:</b> Handling of equipments and items is crucial even within GGV so that they can be delivered at the right place. These are highly sensitive and costly scientific equipments and require delicate &amp; professional handling.</p>				
8	Transportation from Kolkata Airport/Seaport to GGV Stores.			
9	Discount Offered on Standard IATA Rates (For Forwarding Cases Only)Any charge in shipping country will not be paid separately for FCA (Int. Carrier) INCOTERMS orders (IATA chart form different locations to be provided) a) Fuel & Security Surcharge b) Security for war Surcharge			
10	INSURANCE CHARGES to be expressed as % of the 110% CIF value			
11	Basis of Selection: 1) Discount provided on IATA Rate 2) Agency Commission (%) 3) Existing Contracts with Scientific organizations Like BARC, DRDO, DOS, DAE or other Govt/PSU			
<p><b>Note</b></p> <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 (10.00 AM to 6.00 PM) from Monday to Friday only. Please note that the University remains closed on Saturday and Sunday.</li> <li>Manpower for loading &amp; unloading will have to be arranged by CSP Equipments/items may be required to be moved upto 3<sup>rd</sup> floor. Handling of heavy items may require a larger labor 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> <li>CSP has to provide MAWB, Cargo Manifest &amp; HAWB ( in original wherever applicable) for all individual import cases. These are required as per the directive of GGV, Bilaspur (C.G.)</li> </ul>				

Signature of Authorized person with seal of firm

**BID SECURITY/EARNEST MONEY DEPOSIT**

**ANNEXURE – E**

To,  
The Registrar,  
Guru Ghasidas Vishwavidyalaya, Bilaspur (C.G.) India

Whereas .....(thereinafter called the  
“tenderer”) has submitted their offer dated  
..... for the supply of  
..... (hereinafter called the “tender”)  
against the purchaser’s tender Notice No. ....

KNOW ALL MEN by these presents that WE ..... of  
..... having our registered office at  
..... are bound unto  
.....(hereinafter called the “Purchaser”) in the sum of  
..... for which  
payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors  
and assigns by these presents. Sealed with the Common Seal of the said Bank this  
.....Day of ..... 20 .....

**THE CONDITIONS OF THIS OBLIGATION ARE**

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:
  - (a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
  - (b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

To,  
The Registrar,  
Guru Ghasidas Vishwavidyalaya, Bilaspur (C.G.) India

WHEREAS .....  
(name and address of the supplier) (hereinafter called “the supplier”) has  
undertaken, in pursuance of contract no..... dated .....  
to supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall  
furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum  
specified therein as security for compliance with its obligations in accordance with the  
contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf  
of the supplier, up to a total of .....  
..... (amount of the guarantee in words and  
figures), and we undertake to pay you, upon your first written demand declaring the supplier to  
be in default under the contract and without cavil or argument, any sum or sums within the  
limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds  
or reasons for your demand or the sum specified therein. We hereby waive the necessity of  
your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the  
contract to be performed there under or of any of the contract documents which may be made  
between you and the supplier shall in any way release us from any liability under this  
guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the ..... day of ....., 20.....

.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch