

Guru Gobind Singh Indraprastha University Sector 16C, Dwarka, New Delhi -110078

Website: http://ipu.ac.in

(PURCHASE BRANCH)

Phone No. 011-25302149 011-25302150

Tender No.:-03/PUR/GGSIPU/2019-20

E-Tender (NIQ)

Sealed item rate quotations are invited through e-tender on behalf of Registrar, Guru Gobind Singh Indraprastha University, Sector 16 C, Dwarka, New Delhi for engaging a Custom Clearing Agency to import Shipment for a period of two years (further extendable for one year on mutual agreement on satisfactory completion of the same). Tender document can be downloaded from Delhi Govt. e-procurement website i.e. www.govtprocurement.delhi.gov.in and University Website http://ipu.ac.in as per details given below:-

1.	Name of work	Engaging a Custom Clearing Agency to import Shipment for a period of two years at Guru Gobind Singh Indraprastha University, Sector 16 C, Dwarka, New Delhi – 110078	
2.	Estimated cost of Works	Rs.1.5 Lacs	
3.	EMD	Rs.5,000/- (Five Thousand Only) in favour of "Registrar, GGSIP University" payable at Delhi	
4.	Last date, time and venue for uploading submission of EMD, Technical Bid and Financial Bid	06.11.2019 Upto 02.00 p.m. in the office of Dy. Registrar (Purchase), Ground Floor, Library Block, GGSIPU, Sector 16 C, Dwarka, New Delhi – 110078	
5.	Date, time and venue for opening of technical bid	06.11.2019 at 02.30 p.m. in the office of Dy. Registrar (Purchase), Ground Floor, Library Block, GGSIPU, Sector 16 C, Dwarka, New Delhi – 110078	
6.	The bids shall be submitted in two bid system viz.(i) <i>Technical bid and</i> (ii) <i>Financial bid.</i> The Technical & Financial bid should be uploaded on e-procurement website i.e. www.govtprocurement.delhi.gov.in.		
7.	Financial bid shall be opened after evaluation of technical bid and the date & time will be notified thereafter on e-tender website www.govtprocurement.delhi.gov.in		

Earnest Money Deposit:

EMD can be submitted in physical form or online. In case EMD is submitted in physical form, it must reach office of Dy. Registrar (Purchase), Ground Floor, Library Block, GGSIPU, Sector 16 C, Dwarka, New Delhi – 110078 latest by **06.11.2019 Upto 02.00 p.m.** The Earnest money shall be accepted in the following forms and shall be in favour of "Registrar, GGSIP University", payable at Delhi with validity of 90 days:-

1. Fixed deposit receipt (FDR) / DD

or

EMD can also be deposited online mode in University bank account as per details below:-

RTGS/ECS Details				
1.	Accounts Holder Name	Registrar, Guru Gobind Singh Indraprastha University		
2.	Account No.	927860555		
3.	IFSC Code	IDIB000G082		
4.	Bank Name	Indian Bank		
5.	MICR Code	110019071		
6.	Account type	SB (Saving)		
7.	CBS Code/ Branch Code	02029		
8.	Branch Name & Address	GGSIPU, Sector-16C, Dwarka, New Delhi -110078		
9.	Banker's Phone No.	011-28035244		

Tenders with no earnest money deposit will summarily be rejected. In case of successful bidder of the financial bid, the earnest money will be returned after obtaining the required 10% Performance Security in the form of FDR/BG (FDR/BG should be valid for a period of 26 months).

In the case of unsuccessful bidders, the Earnest Money Deposit will be refunded without any interest.

Those firms/ bidder which are registered with MSME /MSE for the items mentioned in the tender document, are exempted for submission of EMD only and are required to submit a copy of valid registration certificate in place of EMD as per GFR 170(i).

Eligibility criteria and the bidder should upload the following documents on e-procurement website:-

- 1. The Agency should be Government Approved Custom House Agents (Attested photocopy of license should be attached) and license should be valid on the last date of receipt of tender. The CHA license of the sister concern/firm or any other authorized company are not accepted.
- 2. The Agency should be registered as an IATA (International Air Transport Association) accredited Cargo Agent in India. (Attested photocopy of registration certificate should be attached)
- 3. The agency should have all the necessary permissions/qualification/accreditations to be able to clear consignments received by all means, including those received by air freight, courier service/speed post/ship and land transport.
- 4. The Agency should have annual turnover not less than Rs.1.5 Lakhs (One Lakh fifty thousand only) during last three financial years 2016-2017, 2017-2018 & 2018-19 duly certified **by Chartered Accountant**. Certificate of CA to be attached.
- 5. Undertaking by the agency on its Letterhead that:
 - a. It has not been barred or blacklisted by any of the Central/State Government/Departments/Organizations/Central or State PSU
 - b. It will ensure fair trade practice.
- Certificate/undertaking that the proprietor/partners to the agency have no relative employed with GGSIP University.
- 7. Should have valid registration with GST (attested photocopy should be attached).
- 8. Attested photocopy of PAN card. Should be attached.
- 9. Copy of EMD in shape of DD/FDR or copy of online transaction with UTR No. or MSME certificate.

All the documents should by self attested by the bidder. University reserves the right to independently verify the documents submitted by the bidder from issuing authority.

Terms & Conditions:-

- 1. Bids received without EMD /MSME certificate (if applicable) will not be considered.
- 2. University reserves the right to accept or reject any or all the quotations without assigning any reason.

- 3. After the Technical evaluation of the bids, the University will open the 'Financial Bids' of all the bidders who have qualified the Technical Eligibility Criteria as per clauses mentioned therein. The lowest financial bidder shall be considered for award of work.
- 4. Custom Duty shall be paid by bidder Agency for subsequent reimbursement by the University on submission of proof of payment.
- 5. Consignment shall be dispatched by the Forwarding Agent and freight shall be paid by bidder Agency for subsequent reimbursement by the University on submission of proof of payment.
- 6. No advance payment will be made by the University.
- 7. The payment will be made against the delivery of Shipment.
- 8. In the case of unsuccessful bidders, the Earnest Money Deposit will be refunded without any interest.
- 9. The service provider will have to collect the documents required for custom clearance etc. from GGSIP University, Sector-16C, Dwarka, ND.
- 10. The service provider will have two days to clear the shipment from the date of completion of the document by the University, and from the third day onwards the service provider will be liable to pay any penalty /demurrage charges levied by any govt. body / applicable authority, if any, to clear the shipment.
- 11. The successful bidder/agency shall have to deposit a Performance Security equivalent to 10% of the quoted amount i.e. Rs.15,000/- (Rupees Fifteen Thousand Only) in the form of Demand Draft/Pay order drawn in favour of Registrar, GGSIPU, Delhi within 15 days of the communication accepting the bid.
- 12. In case the successful bidder Agency fails to submit performance security, the University will forfeit the EMD of the Agency and the work will not be awarded to the bidder.
- 13. University reserves the right to reject any or all the bids or accept them in part or reject the lowest bid without assigning any reason.
- 14. In case of any dispute relating to meaning, scope, manufacturing, operation or effect of this contract or the validity or the breach thereof, University and the contractor shall make every effort to resolve amicably by direct discussion/negotiation.
- 15. In case the dispute cannot be settled amicably within 30 days of the raising of dispute by either party, either party may seek settlement of the dispute by arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on all the parties. The sole arbitrator shall be appointed by Vice Chancellor, GGS Indraprastha University and it shall be no ground to contest the award on the ground that arbitrator was \appointed by the University.
- 16. The performance under this contract shall not be stopped for any reason whatsoever during the said dispute/proceedings unless the contractor is specifically directed to do so by the University.
- 17. The venue of arbitration proceedings shall be Delhi/New Delhi. The language of proceedings shall be English. The law governing the substantive issues between the parties shall be the Laws of India. All disputes are subject to Jurisdiction of Delhi Courts only.
- 18. It is also a term of the contract that if any fee payable to the arbitrator, shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered in the reference on the date he/she issues notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- 19. Any charges other than those specified in the bid shall require prior approval of the University.

20. Force Majeure.

For purpose of this clause, 'Force Majeure' means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the University either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargo.

If a Force Majeure situation arises, the contractor shall promptly notify the University in writing of such conditions and cause thereof. Unless otherwise directed by the University in writing, the contractor shall continue to perform its obligations under this contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

Financial/Commercial Bid

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The offer should be submitted under the following subheads accepted by the Agency:-

S. No.	Description	Amount Quoted in fig (Rs.)	Amount Quoted in words (Rs.)
1.	Documentation, Custom Formalities, Filing of Bills of Entry, Examination & Service Charges (Per Shipment)		
2.	CMC Charges (Per Shipment)		
3.	Transportation charges from Airport/Patparganj/ Tughlakabad to GGSIP University, Dwarka, New Delhi (Per Shipment) ➤ Upto 50 Kg ➤ 50 Kg to 250 Kgs		
	> 251 Kgs to 500 Kgs		
	➤ 501 Kgs and above		
4.	Loading and unloading of equipment/materials at Airport/Patparganj/ Tughlakabad/ University premises (per Kg.)		
5.	Any other charges (DO charges/IAAI charges) per shipment *		
6.	Forklift charges at Delhi Airport/Patparganj/Tughalabad and University premises (per shipment)		
7.	Service Taxes		

^{*}Charges per shipment shall be paid by the University.

Note:- 1. The bidder must clear the consignment from Delhi Airport/Patparganj/Tughalabad/ Foreign exchange post office/speed post or any other place.

2. Any charges other than those specified in the bid shall require prior approval of the University.

(SEAL, SIGNATURE & NAME OF THE BIDDER)