

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

Website: http://ipu.ac.in (PURCHASE BRANCH)

Phone No. 011-25302149 011-25302150

F.9.4 (1)/IPU/PUR/Clearing Agents/2013-14/1207	Dated: 06.01.2014
To,	

NOTICE INVITING QUOTATION FOR CUSTOM CLEARANCE

Quotations are invited in **sealed cover** for engaging a Custom Clearing Agency to Import Shipment for a period of two year as per details given below:

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Description of Work	Engagement of Custom Clearing Agency to Import
	Shipments
Last Date, Time and Venue for submission of	Latest by 28.01.2014 at 01.00 P.M. in the office of
tender	Dy. Registrar (Purchase), Ground Floor, Library
	Block, GGSIP University, Sector 16C, Dwarka,
	New Delhi
Earnest Money Deposit	Rs.5,000/- (Five Thousand Rupees) in the form of
	DD in favour of Registrar, GGSIPU, Payable at
	Delhi
Opening of offers in presence of the authorized	28.01.2014 at 03.00 P.M.
representatives of bidders, if any.	

This tender notice has also been uploaded on University website (www.ipu.ac.in). Please superscribe the sealed envelope containing quotation with reference no. of the quotation and quotation for Custom Clearance of Import Shipment.

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 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 University premises.		

The Agency must confirm the following:

- 1. The Agency should be Government Approved Custom House Agents (Attested photocopy of license should be attached)
- 2. The Agency should be registered as an IATA (International Air Transport Association) accredited Cargo Agent in India. (Attested photocopy of registration certificate attached)
- 3. The Agency should have minimum turnover of not less than fifty lakhs per annum (enclose details. Balance sheet for previous thee years must be enclosed)
- 4. The Agency should have a valid CHA license on their name and the same should be in use for minimum 5 years, a copy of which must be enclosed with the quotation. The CHA license of the sister concern/firm or any other authorized company are not accepted.

Terms & Conditions:

- 1. Offers received without EMD will not be considered.
- 2. University reserves the right to accept or reject any or all the quotations without assigning any reason.
- 3. Undertaking by the agency in 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 of the agency have no relative employed with GGSIP University
- 5. Should have valid registration with DVAT Deptt. of Govt. of Delhi
- 6. Custom Duty shall be paid by Agency for subsequent reimbursement by the University.
- 7. Consignment shall be dispatched by the Forwarding Agent and freight shall be paid by Agency for subsequent reimbursement by the University.
- 8. No advance payment will be made by the University.
- 9. The payment will be made against the delivery of Shipment.
- 10. Rates quoted should be in words as well as in figures.
- 11. The EMD of unsuccessful bidders will be refunded after the finalization of tender.
- 12. Incase the successful Agency fails to undertake work, the university will forfeit the EMD of the Agency.
- 13. The successful bidder/agency shall have to deposit a Performance Security of Rs.15,000/- (Rupees Fifteen Thousand Only) in the form of Demand Draft/Pay order drawn in favour of Registrar, GGSIPU, Delhi within 7(seven) days of the communication accepting the bid. EMD shall be adjusted toward Performance Security Deposit.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. 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.
- 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.