

Akbar Bhawan Campus, Chanakyapuri New Delhi – 110 021

Phone: +91 -11-24122512-13, Fax: +91-11-24122511 www.sau.ac.in

The South Asian University (SAU) is an International University sponsored by the eight member countries of the South Asian Association for Regional Cooperation (SAARC) viz. Afghanistan, Bangladesh, Bhutan, India, Maldives, Nepal, Pakistan and Sri Lanka.

Request for Proposal (RFP)

For Empanelment of Custom House Agent

Tender No.: SAU/SP/CHA/2021/11

Dated: 22.07.2021

Last Date for Submission of Bid	12.08.2021 at 3.00 PM
Opening of Bid	12.08.2021 at 3.30 PM

This document is meant for the exclusive purpose of Bidding as per the Specification Terms, Condition and Scope indicated and shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued

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#### Eligibility:

- 1. The bidder should have valid Custom House Agent (CHA) License in their own name (single name). Copy of valid CHA license must be submitted with the bid.
- 2. The bidder should a member of International Air Transport Association (IATA) or International Federation of Freight Association (FIATA). Copy of membership's certificates must be enclosed with bid.
- 3. The bidder must have water proof covered storage space either owned or on lease/hired basis within Delhi limit (preferably near to either airport or Chanakyapuri) for the entire duration of the contract. Documentary evidence to establish the same needs to be submitted along with the bid.
- 4. The bidder should have an experience of at least 5 years continuously from the date of closing of the tender for providing the Custom House Agent Services to the Government/Semi Government Institutions/Large Private Organizations. The copies of evidence shall be enclosed with the bid
- 5. Income Tax Return (ITR) must be enclosed with the bid by the bidder.
- 6. The bidder should not have been debarred or blacklisted by any Central/State Government Departments/Institutions. A self-declared certificate in this regard must be enclosed with the bid.
- 7. The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. 10,000.00, which is refundable. The demand draft shall be drawn in favour of "South Asian University" payable at Delhi. The demand draft for EMD must be enclosed in the envelope containing the bid.
- 8. The bidder shall submit the copy of the tender document and addenda thereto, if any, with each page of this document signed and stamped to confirm the acceptance of entire terms & conditions of the tender by the tenderer
- 9. The University reserves the right to reject any or all tenders, wholly or partly or close the tender at any stage prior to award of contract without assigning any reason whatsoever.
- 10. After award of the contract to the successful tenderer, the earnest money deposit of the unsuccessful tender(s) will be refunded within 30 days.





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#### Validity:

- 11. The bidder proposal must be valid for a period of 120 days from the date of the closing of the tender. The overall offer for the assignment and tenderer quoted price shall remain unchanged during the period of validity. If the tenderer has quotes the validity shorter than the required period, the same may be treated as unresponsive and it may be rejected.
- 12. In case the bidder withdraws, modified or changes his offer during the validity period, the tender is liable to be rejected and the earnest money deposited shall be forfeited without assigning any reason thereof.

#### Scope of Work:

- 13. University is importing various Research Equipments, Instruments and other special type of materials, including perishable chemicals, etc. for its use from various countries. A Custom House Agent (CHA) is required to arrange the pickups, third party Inspection, safe handling of the consignment(s) at IGI Airport, Delhi and forwarding it to the University.
- 14. The CHA shall be required to arrange the clearance of all the University's consignment(s) from the various agencies involved at the IGI Airport, Delhi, whether the consignment(s) come under their own console or from others consoles, safe handling and dispatch/delivery of the same to the University.
- 15. The CHA should get the said consignment(s) released within the stipulated time in order to avoid demurrage and other unwanted charges and deliver the same at the required destination in safe and sound condition.
- 16. The CHA shall be required to arrange the import/export and re-import of the equipment(s) for repairing, etc.

#### **Bid Evaluation:**

- 17. The University will evaluate the entire tender(s), strictly on the basis of the terms & conditions incorporated in the tender enquiry document as stipulated by the tenderer(s) in their tender to determine whether these are compliance in all respects, as specified in the tender enquiry document.
- 18. During the evaluation/scrutiny of the tender, at any stage, if it is found that any of the tender(s) terms & conditions are not compliance with tender enquiry document, University may seek the clarification within the specified target time and if the tenderer has fails to reply/or not agree/accept the terms & conditions, their tender will be treated as unresponsive and it is liable for rejection.





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- 19. The University will evaluate all the proposals to determine whether these are complete in all respects as specified in the tender document.
  - University will examine all the tender(s) to determine whether they qualify the essential eligibility criteria, whether tenderer has submitted the EMD, whether all the document as mentioned/or required in the tender to be submitted with bid has submitted, whether all the documents are properly signed & stamped and whether the tender are completed and generally in order.
  - Conditional tenders are to be treated as unresponsive and it may be rejected.

#### Award of the Contract:

- 20. After due evaluation of the qualified bid(s), the University will award the contract to the lowest evaluated responsive tenderer (hereinafter referred as the "Agent")
- 21. The University reserves the right to cancel contract, in case the services are not found upto the mark with/without prior notice.

#### Commencement of Contract:

22. The CHA shall commence the work from the date of receipt of acceptance of the Letter of Intent (LoI)/Work award order which shall be accepted by the Agent within not more than 10 days from the receipt of the work order or 15 days from the date of said order whichever is earlier

#### **Performance Security:**

- 23. The Agent needs to furnish the performance security within 10 days from the date of commencement of the contract or within the stipulated time as mentioned in Lol/Work Order, for an amount of Rs. 10000.00 in the form of fixed deposite/Bank Guarantee/DD issued by any nationalized bank in favour of "South Asian University" payable at Delhi. An EMD submitted by the bidder may be converted in to PBG upon writing request.
- 24. The performance security as furnished by the Agent shall remain valid for a period of sixty days beyond the date of completion of all the contractual obligations.
- 25. In case the period of contract is extended further by the University in consultation with the Agent, the validity of performance security shall also be extended by the Agent accordingly so that such performance security shall remain valid for the extended period.
- 26. Failure of the Agent to comply with the requirements of any of the above clauses shall constitute sufficient grounds for the annulment of the award of contract and forfeiture of EMD/performance security.



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#### Terms and conditions

- 27. The Agent is solely responsible for safe handling of the consignment(s) until it is being delivered to the University.
- 28. The agency must have the facility for storing the consignment(s) which could not be transported to the University, as soon as the custom clearance is made. In case the item has to be kept in safe storage (as per the requirements), such facility should be provided/ arranged at their own cost. University will not pay/reimburse any amount of such storage.
- 29. The Agency shall prepare all the documents for clearance of consignment(s) on the basis of document provided by the University and submit to the respective agencies, custom authorities, airport authorities, airlines port agencies and shipping lines, etc.
- 30. Customs clearance of imported consignment(s) from Indian Airport Authority of India
  - Customs clearance of all the consignment(s) like delicate type of equipment, instruments and other special type of material, including perishable chemicals.
  - Receipt of document relating to custom from the University
  - Custom clearance of the consignment(s) including its all stages.
  - Obtaining non-delivery certificate/short landing certificate/damage certificate in case of materials are short delivery by Indian Airport Authority of India, or airlines and lodging of claims with them immediately on behalf of the University.
  - Arranging insurance survey at airport in case of damages to the consignment(s) and get the damage certificate.
  - Immediate dispatch/delivery of consignment(s) to the University after custom clearance.
  - > Any other job in connection with the clearance of goods from custom.
  - Clearance of Intimation post parcels from custom & delivery to the University.

31. Exports to various countries:

Export of certain items for repairs, which will be re-imported after repairs.

of clearance

- Export of equipments for replacement and completion of the paper work.
- All procedural documentation work with custom will be required to be undertaken by the agency. The Agent should take case of the paper work of the export documents for repaired or replacement materials.
- 32. The Agent shall be responsible for the smooth transition of the all the Import/Export consignment(s) in all circumstances, whether it may be for Import or Export of the consignment(s). In the event of non-availability of any relevant document(s), if the consignment(s) incur demurrage or penalty due to negligence of the Agent. The Agent shall solely responsible for the losses and bear all such demurrage or penalty.
- 33. Payment of the demurrage charges, if any resulting due to late collection/submission of the documents/delayed action and fails to get the consignment(s) cleared within

WIND STANDS



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stipulated time, the same will be borne by the Agent. In case the demurrage charges are due to reasons which are beyond the control of Agent, the same will be examined by the University based on the justifications given by the Agent. The decision of the University in this regard will be final.

- 34. In case of any delay, penalty may be imposed by the University for the damage or loss occurs due to negligence on the part of the Agent, the Agent will be held solely responsible for the same.
- 35. The consignment(s) after clearance from the airport should be delivered to the University within 5 working days, in working hours. In case of perishable items, it should be delivered within minimum required period with proper arrangements. The perishable consignment(s) should be cleared immediately on landing and clearance process for such consignment(s) should begin well in advance. In case a perishable consignment(s) is damages due to insufficient Dry Ice, during clearance & transportation upto University, the Agent shall be responsible for the complete loss.
- 36. Any kind of loss or damage to the consignment(s) will be Agent responsibility for recoupment. However, necessary document on this account are to be prepared by the Agent and shall be signed by the University in the capacity of consignee/importer.
- 37. The Agent will be required to pay all the charges occurred during the transaction of the consignment(s); on submission of documentary proof in original, the same will be reimbursed by the University after verification. The bill should be submitted within 15 days from the date of handing over of the consignment(s)
- 38. No payment will be made, if the consignment(s) is in damaged condition both externally or internally. However, the payment will be released on after the amount recouped from the insurance company. The University shall not bear/pay any demurrage charges on account of any delay in clearance attributable to clearing agent or their freight forwarder. It will be the responsibility of the Agent to provide the damage certificate to the University, in case of damaged consignment(s).
  - 39. The Agent shall adhere to;
    - a) That the weight for the purpose of Airfreight shall be the "chargeable weight" of the consignment(s).
    - b) That the weight for the purpose of clearance from the Airport will be the "Gross weight" of the consignment(s).
    - c) That proper dimension should be mentioned in Air Way bill in terms of cms/Inches/odd dimension etc. in import as well as export documents
  - 40. No advance payment shall be given for the consignment(s). The bills of services will be paid within 30 days from the date of receipt of bills by the University.
  - 41. No increase in rates will be entertained during the tenure of the contract.



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- 42. University is exempted from taxes viz. custom, excise, service tax, income tax wherever is required, tax exemption certificate will be provided. GST will be applicable as per GOI.
- 43. The South Asian University is an International Organization declared by the Central Government in pursuance of Section 3 of the United Nations (Privileges and Immunities) Act, 1947 (46 of 1947) and is therefore entitled to claim refund of Goods and Services Tax (GST) paid on the procurement of Goods and/ or Services. We have been allotted UIN/GST No.: 0717UNO00175UNQ
- 43. No TDS will be deduced from the bills for services.
- 44. **Arbitration:** Matters regarding any dispute shall be referred for arbitration to any Officer appointed by the President of SAU, whose decision shall be binding and final.
- 45. While submitting the bid, the bid document must be signed and stamped and to be enclosed along with the Bid itself as a token of acceptance of all terms and conditions.
- 46. The bid shall be submitted in a sealed cover super scribed as Bid for empanelment of Custom House Agent for South Asian University.
- 47. The Bids are to be submitted through courier/registered post or can be hand delivered so as to reach the undersigned by 12.08.2021, 3:00 PM at the following address:

Assistant Registrar (S&P)
South Asian University, Akbar Bhawan, Chanakyapuri
New Delhi – 110021
Tel.: 91 11 24122512-13 (Extn. 135)

- 48. In the event of the due date of receipt and opening of the tender being declared as a holiday for the University, then due date of receipt/opening of tender will be the next working day at the same time.
- 49. The bid(s) received after the due date and time of submission is liable to be rejected.





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Assisting Registrar (S&P)

Signature of Authorized Representative & Seal of the firm





Place:.... Date:....

## **SOUTH ASIAN UNIVERSITY**

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Format for submitting rates for clearing and delivery charges of Imported Consignment at South Asian University, Akbar Bhawan, Chanakyapuri, New Delhi – 110021

#### **Price Schedule**

SL.	Description	Rate (in Rs.)/per consignment
1	Agency charges	
2	Night charges, if required	
3	Computer processing charges	
4	Delivery order charges	
5	Transportation from Airport to South Asian University  1st floor, FLSB Research Lab in including storage	
5(a)	Chargeable Weight	
	Description	Rate (in Rs.)
Y	Upto 50 kg	Rsper consignment
	Upto 100 kg	Rsper consignment
	Upto 250 kg	Rsper consignment
	Upto 500 kg	Rsper consignment
	Upto 1000 kg	Rsper consignment
	Above 1000 kg	Rsper consignment
5(b)	Loading and unloading charges, crane charges	
6	Demurrage/TSP charges etc. as per Gate pass of IGIA	
7	Examination, Ceiling/Strapping	

Signature:
Name:
Designation:
Seal of the Firm/Company

