



INSTITUTE OF LIVER & BILIARY SCIENCES
(An Autonomous Society Under Govt. of NCT of Delhi)

D-1, VASANT KUNJ, NEW DELHI-110070
Web. www.ilbs.in

PURCHASE BRANCH
Tender Document OTE 2009/10 ID NO 18027

Annual Rate Contract for CUSTOM CLEARANCE AND FREIGHT FORWARDING SERVICES vide file/tender document no.F5(17) 2009-10 /Pur/ILBS/CCA-2/1913-1916 dated 4.6.9 all departments of the ILBS.

Tender Fee –Free of Cost
Estimated cost: _____

Tender document download end date: 4/01/10 at 1300 Hours
Last date and time for receipt of bids: 4/01/10 at 1330 Hours
Date and time for opening prequalification bid: 4/01/10 at 1400 Hours
Date and time for opening technical bid: 4/01/10 at 1430 Hours

On behalf of the Project Director, ILBS, the purchaser, E Tenders are invited from providing Custom clearance and freight forwarding services for imported consignments on CONSOLE BASIS ie Freight forwarding of consignments from port of shipment to ILBS Stores and NON CONSOLE BASIS applicable to consignments arriving at 1. Airport / (Custom house) by Air 2. ICD, Tughlakabad (Custom House) by Sea and 3. FPO (ITO) (Custom House) by post INCLUSIVE of transportation charges on door delivery basis. The agencies should preferably be reputed and experienced with a satisfactory past work record in similar Autonomous/Government Institutes and/or PSU's. Engagement will be strictly subject to the following terms and conditions. Only the firms engaged both in Customs Clearance and consolidation should submit their tenders.

*Custom clearance of the consignment including all the stages of customs clearance
Obtaining Non-delivery certificate/short landing certificate in case the materials are short delivered by IAAI, or airlines and lodging of claims with them immediately on behalf of ILBS
Arranging insurance survey at airport/IAAI/ICD Delhi in case of damages/shortage to the consignment or partial delivery certificate.*

*Immediate delivery of consignment at ILBS, after custom clearance **strictly subject to the General conditions of contract (GCC) & Special conditions of contract (SCC) stipulated in the applicable standard tender documents available on the official website www.ilbs.in and <https://delhi.govtprocurement.com> for a period of one year (extendable) for use in the Institute of Liver & Biliary Sciences, D-1, Vasant Kunj, New Delhi – 110070.***

In case the date of receipt /opening of tenders and the last date of sale of tender is declared a holiday for unexpected reasons, the tenders may be received /opened or sold on the next working day.

DHOM-II ILBS

TERMS & CONDITIONS

1. *Registration of contractors: The contractor will register with the DGS&D and pay an annual enrolment fee of Rs 6000/-by way of bankers cheque/draft in favor of the DGS&D's ASP and deposit it at the DGS&D e procurement helpdesk press room at gate no 6, Delhi Secretariat and obtain receipt.*
2. *A digital certificate is required to issue, open and evaluate the bids. DSIIDC is nominated to issue the certificate to departments or corporations of the GNCTD and for contractors. Type II digital certificate can be procured from the DSIIDC after paying the requisite amount and completion of formalities. The cost of the DC along with other formalities are available at <https://delhi.govtprocurement.com> In order to submit the bid electronically contractors and suppliers are required to have Type II DC which can be obtained from any of the certifying agency.*
3. *Desirous bidder will submit the technical and price bid in the standard format prescribed in the tender document displayed at <https://delhi.govtprocurement.com>. Scanned copies of relevant documents, certificates should be uploaded in <https://delhi.govtprocurement.com> in support of their technical bids. Bidder will sign on all statement, documents and certificates uploaded by him owning responsibility for their correctness/authenticity.*
4. *Payment of bid security (EMD) will be by way of DD/BG from a bank as per guideline. Zerox copy of the DD/BG is to be scanned and uploaded along with the bid and the original DD/BG sent to O/O the DHOM 2, ILBS Vasant kunj, so as to reach before the closing of the bid. Failure to furnish the original DD/BG before the closing of the bid will entail rejection of the bid and blacklisting.*
5. *Prequalification bid evaluation: Submission of original DD/BG to the O/O the DHOM II at ILBS Vasant Kunj and the uploading of the signed agreement to all the terms and conditions stipulated in the tender will constitute prequalification responsiveness.*
6. *The technical bid will be opened online by the concerned officer/s at the time and date specified. All statements, documents, certificates, DD/BG etc uploaded by the bidder will be verified and downloaded for technical evaluation. The clarifications, particulars if any required from the bidders will be either obtained online on in the conventional method by addressing the bidders. The technical bids will be evaluated against the specified parameters/criteria same as in the case of conventional tenders and the technically qualified bidders will be identified. The result of the technical evaluation will be displayed on <https://delhi.govtprocurement.com> which can be seen by all the bidders who participated in the tender. Similarly at the specified date and time the price bids of the technically qualified bidders will be opened online by the concerned officer/s and the result will be displayed on <https://delhi.govtprocurement.com> which can be seen by the bidders who participate. Till the technical bids are opened the identity of participating bidders will be confidential. Similarly till the price bids are opened the bid offers will be confidential.*
7. *Processing of tenders: The concerned officer/s will evaluate the tenders*

as done in the conventional tenders and will communicate the decision to the bidder on line.

8. *Performance guarantee will be submitted as in conventional tenders as stipulated in the tender document.*
9. *Bidders can participate at the time of opening bids by being present at the place and time of opening the bids or can visualize the process on line.*
10. *The e procurement is applicable for purchase of goods, outsourcing of services and execution of works as prescribed in the GFR/PWD manual.*
11. *After the award of the contract and agreement signed as done in the conventional tenders.*

12. *E-tender should be submitted by the tenderer himself or their authorized agent. In case of the tender is submitted by an agent, the authority letter from the principal firm on his letter head signed by the authorized signatory should be uploaded/submitted. The tenderer is deemed to have considered and accepted all the terms and conditions of the tender document.*

1. **BID SECURITY:** Each tender except Firms who are registered with Central Purchase Organization or NSIC on production of Registration Certificate including firms from Govt. undertaking and firms on DGS&D Panel must be accompanied by a bid security (EMD) in form of FDR/Draft/Banker cheque for **Rs. 100,000/- (Rupee One Lacs only)** in favor of the Project Director, ILBS payable in New Delhi for at least a period of 18 months from the date of submission of the tender and extendable during the period of validity of the approved tender.
2. The tenderer has to inform this office about the number of working employees, bankers name & address.
3. The tenderer will ensure that after submission of all documents, clearing agent shall get the cargo cleared from customs without any delay, well before the start of demurrage. Any unusual delay on part of the clearing agent, demurrages will be borne by the clearing agent.
4. In case of the CIF, the approved consolidator will collect freight, insurance from the supplier to the amount indicated in the A/T. However, in case where the foreign supplier on CIF basis insists to use their own freight forwarding agent, the agency appointed by ILBS will work as a clearing house agent only.
5. Consolidated services if done through hospital approved consolidator, the hospital shall not pay any demurrage charges.
6. The clearing agent shall advise customs duty on pre-alert stage to avoid demurrage. Consignment has to be cleared from customs within the free period allowed.
7. Terms of Payment: - *The LST/ VAT.No., Rate Contract No. & Purchase Order No. & Date must be recorded on the body of the Tax invoice / Challan. In order to remit/receive payments thru the e transfer the name and address of the bank and vendor/party/beneficiary, the IFSC/RTGS code, Account number and type/nature of account must be provided by all bidders .Bill may be submitted in duplicate pre-receipted in the name of the Project Director, ILBS along with all the relevant papers to be cleared within 30-35 days*
8. Post Tender Performance Security Deposit: Successful bidder will deposit a Performance Security **Rs 2,00,000/-** for a period of 18 months from the date of acceptance of the offer separately. However the Bid Security of the successful bidder is adjustable in the Performance Security. Bid Securities of unsuccessful tenderers will be released at the earliest. No interest is payable by the Institute on Bid Security/Performance Security during the validity period of tender. The Bid Security/Security Performance is liable to be forfeited if the tenderer withdraws or impairs or derogates the bid in any respect.

9. The rates should be quoted in Indian currency in figures as well as in words. The price/rate quoted by the tenderer shall remain firm till the completion of the current contract and/or till the finalization of the next tender.
10. The Project Director, ILBS has full right to accept or reject part or any or all the tenders without assigning any reasons and also to cancel the order at any time. Tender Firm will have no claim on cancellation of supply order. Further the contract can be terminated giving one month notice by ILBS.
11. Disputes and arbitration: All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion failing which the matter will be referred to Project Director, ILBS or his nominee for arbitration whose decision shall be binding on the contracting parties.
12. After the opening of tenders there will be no correspondence between the firm and Institute till the tenders are finalized.
13. Laws governing the contract: a. this contract shall be governed by the laws of India. b. The Courts of Delhi shall alone have jurisdictions to decide any dispute arising out of or in respect of the contract.
14. This tender document is not transferable.
15. No tenderer/or his representative shall bring or attempt to bring any political or other outside influence to bear upon any superior authority or hospital functionaries to further his business interest. In doing concerned tenderer will be rejected without assigning any reason.
16. Perishable consignment to be cleared on same day irrespective of holidays and within 24 hours in case of non- perishable items.
17. The agency with satisfactory performance in ILBS/other Autonomous Institute/ PSU's etc may only be considered for participation and further processing.
18. Statutory Charges upto **Rs. 5000/-** shall have to be borne by the agency for which reimbursement will be done by ILBS against agent documenty proof. Statutory Charges above **Rs. 5000/-** will be released by ILBS in the name of the concerned authority on receiving the intimation.
19. The successful tenderer will have to submit a fidelity Bond for **Rs. 10 Lac (Ten Lacs)** to save guard the interest of ILBS in the event of any lose due to any act. Of omission or commission by the agency. The consolidator shall be responsible for the safety of cargo in all circumstances.

Annexure 1

The tenderers are advised to submit/upload the following certificates under the category of “Vital documents” invariably. If these documents are not submitted/uploaded conditions not met the quotation shall be summarily rejected and no further correspondence, in this regard shall be entertained.

Serial number of the submitted document should be in the same sequence as below-

1. EMD in form of a FDR/Bank Draft/Bankers Cheque in favor of the Project Director, ILBS for a period of 18 months from date of submission of tender.
2. Proof of filing of Income Tax Return with Annual turnover of Rupees 25 lacs or more of the last 3 financial yrs (2005-6, 2006-7 and 2007-8) yrs along with attested copy of PAN card.
3. Service tax Registration/ Clearance Certificate
4. Declaration regarding Proprietorship/ partnership/ limited firm
5. List of Satisfactory Performance reports as a Custom Clearing Agent from Organization's (preferably reputed private or Government Medical Organizations) on their Letter Head for the last 5 years.
6. Direct tie-up with overseas counter parts (Consolidators) along with documentary proof.
7. Registration with the Custom Department for Consolidation services
8. PDA Account with AAI & Punjab National Bank Custom House.
9. CHA License No. Number of employee working Bankers Name & Address etc.
10. Bank solvency certificate for a sum of INR 5,00,000/-.

Annexure 2

Offered Rates: -

Sr no	Head	On console basis (INR)	Not on console basis. (INR)
1	Agent commission/ charge minimum or in % of assessable value		
2	Delivery order charge per cargo (minimum and maximum charge to be specified where ever applicable.		
3	Transportation including loading & unloading and delivery charges	0-25	
		26-50kg	
		51-100 kg.	
		101 kg. & above.	
4	Custom examination/ inspection charges		
5	Documentation Charges		
6	Crane/ fork lift charges minimum or Rs/Kg.		
7	Perishable charges		
8	Service tax		
9	Any other charge, statutory charges, govt. levy		
10	% of discount offered on IATA rate reckoner a) Please mention only single discount figure including all airline charges etc. b) The discount quoted should be irrespective of size, volume, shape dimension etc.		
11	Clearance charges per consignment coming in own console (to be quoted in % of FOB/CIF value): a) This should be quoted taking into consideration all charges of custom clearance, examination, DO, CMC, packing, loading unloading use of special equipment and other charges etc.		
10	Consignment uplifting charge at ILBS per-floor	0-25kg	
		26-50kg	
		51-100kg	
		101kg or above	

In case of Consolidated services rates:

- c) In case of CIF contracts: Freight and Insurance will have to be collected from the supplier by the consolidator limited to the amount indicated in the supply order.
- d) In case of FOB contracts: The following charges will be additionally borne by Institute of Liver and Biliary Sciences.
 - Consolidation services charges, if any freight & Insurance charges upto New Delhi.
 - Discount offered on latest IATA tariff
 - Any other charges.

In case, Consolidation services are done by the ILBS' approved consolidator no demurrage charges will be paid.

Annexure 3

NOTE: Undertaking must be submitted /uploaded only on non-judicial stamp papers of Rs. 100/- (Rs. One Hundred Only).

UNDERTAKING

To
The Project Director
Institute of Liver & Biliary Sciences
Vasant Kunj, New Delhi 110070

1. Name of the Group and code No.-----

Prop/Partner/Director/Authorized Signatory of M/s -----
----- certify that I have gone through the terms and conditions mentioned and undertake to comply with them. The rates quoted by me are valid and binding on me if accepted for the duration contract period. I have no objection against any of the contents of the tender document and I undertake not to submit any complaint / representation against the tender document after submission date and time of the tender
2. I, the undersigned hereby bind myself to the Project Director, ILBS to provide the services to the Institute of Liver & Biliary Sciences, Vasant Kunj, New Delhi 110070 during the period under contract period commencing from the date_____ and valid for one year/date of finalization of next tender.
3. That the service will be urgent in nature and fully upto the satisfaction of the as per the requirement of the Institute. The decision of the Project Director, ILBS, Vasant Kunj, New Delhi 110070 as regards to the quality of service shall be final and binding on me.
4. Bid security deposited be me for Rs.100,000/- in the form of Bank Draft., favoring the ‘Project Director, ILBS, Vasant Kunj, New Delhi 110070’is attached herewith and shall remain in the custody of the Project Director till the expiry of the tender, and I will not ask for its refund during the validity of contract, if approved.
5. If successful I will deposit a Performance Security of Rs 200,000/- separately in favor of the Project Director, ILBS for at least 18 months, extendable during the period of validity of the approved tender from the date of its submission. No interest is payable to me on performance security amount and it is non refundable to me during the validity period of the contract.
6. I/We shall forfeit to the Project Director, ILBS the bid security/Performance security in case of any delay in providing the service at the appointed place or time on my part or of my agent.
7. Should any delay occur on my part, I or my agents fail to supply the article at the appointed place and hour, the Project Director avail the services from any other source and this firm will deposit the difference to the Cashier of this Institute via TR-5 receipt in the purchase branch or else the same may be adjusted again my bid security.
8. The Project Director shall not be bound to take all or any of the services enumerated in the appendix in full or in part.
9. In case the consolidations arrive on my/our consolidations then no demurrage shall be paid by the ILBS. All the custom clearing documents as well as custom duty shall be paid in advance.
10. The conditions herein contained shall form part or/ and shall be taken as included in the agreement to be entered into or treated as agreement itself on/at the discretion of Project Director, ILBS.
11. Should the said officer deem it necessary to change any service on its being found suboptimal it shall be optimized by me to the satisfaction of the officer, well in time to prevent inconvenience to the patients.
12. I/We hereby undertake to provide the services during validity of the tender as per direction given in supply order positively. In case of urgency, the service will be provided on urgent basis.
13. I/We hereby undertake that the rates quoted by me/us are either at par or lower than that quoted to any other Govt. or private hospital/institutions. I also undertake to apply the same rates under extension period if situation warrants.
14. I/We undertake that the rates quoted by me/us when approved and selected by the Project Director, ILBS will be valid for the asked period (from finalization of the current tender to the finalization of the next tender), I undertake to release the consignment from customs without demurrage and if I fail in the same the necessary action can be taken by the Project Director, ILBS

15. I/We declare that my/our firm has not been blacklisted /debarred by any of the Govt. Hospitals/Institutions. If blacklisted or debarred in the past, they have revoked the same.
16. I/We also submit that our firm/ principal have no vigilance case/ CBI case pending against us/our principal.
17. I/We undertake that I have not submitted any false/irrelevant documents with the tender and in doing so I will not have any objection if my tender is rejected on that ground

Affirmation

I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I further I pledge and solemnly affirm that nothing has been concealed by any thing and me comes to the notice of purchaser during the validity of tender period, Project Director, ILBS will have full authority as he deems fit, which may amount to rejection of tender without assigning any reason.

Place:

Date:

Signature of the tenderer

Stamp of the firm



(DR SA FRANCIS)

DHO(M)- 2, ILBS

Copy to

1. Dr SK Sarin Project Director ILBS
2. Sh DK Mishra OSD ILBS
3. Manager (Finance) ILBS
4. Guard file



(DR SA FRANCIS)

DHO(M)- 2, ILBS