



ITI LIMITED

**ASCON PH-4 OFFICE
FIRST FLOOR, CORE-6
SCOPE COMPLEX
7-LODHI ROAD
NEW DELHI-110003**

Invites

Tender for Custom House Agent (CHA) for Import/Export Consignments of valuable and sophisticated imported Telecom Equipment (Including RF parts)/ Electronic Components and other items arriving at New Delhi International Air Cargo Terminal / ICD Tughlakabad or Patparganj, Delhi & logistic Support (Warehousing & Transport) Services.

ITI Limited
(A Govt. of India Undertaking)
REGD & CORPORATE OFFICE
ITI BHAVAN, DOORAVANI NAGAR
BENGALURU – 560016

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NOTICE TENDER INVITING (NIT)

ITI Limited is soliciting proposals for the selection of agency engaged in Custom House Agent (CHA) and logistic support services (Warehousing and Transportation-distribution) of approximately 1500 MT products (approx. 100 MT imported & 1400 MT Domestic) in the segment of Electronics/ Telecom/ Electrical Instruments/equipment Accessories and cables, ducts & related parts and to provide warehouse and on-board and upload services with a space of 16000 Sq. Ft for Storage at each location of **Jodhpur (Rajasthan), New Delhi, Jammu (UT of J&K), and Tezpur(Assam).**

Key Events and Dates

Sl. No.	Information	Details
1	Tender Publish date	05/05/2021
2	Sale start/End date	05/05/2021 to 20/05/2021 upto 5:00PM
3	Pre-bid Query Submission	12/05/2021 upto 3:00PM
4	Pre-Bid clarification	14/05/2021
5	Last date of bid submission	21/05/2021 upto 3:00PM
6	Date & time of Technical bid opening	21/05/2021 at 3:30PM
7	Date & time of Financial bid opening	To be informed later to the technical qualified bidders.
8	Tender Document fees	Rs. 1,180/-(incl of 18% GST) Through DD/Banker's cheque/RTGS/NEFT in favor of ITI Limited payable at Delhi
9	EMD	Not required. Bid security declaration to be submitted
10	Bank Details for RTGS/NEFT	Bank Name: State Bank of India, Account No: 10137434814 IFSC CODE: SBIN0007085 Branch: Swasthya Vihar, New Delhi
11	Details of Contact Person	Sri Sandeep Kumar Chief Manager-Purchase ITI Limited, First Floor, Core-6, SCOPE Complex, 7-Lodhi Road, New Delhi-110003 Mob. 9910339889 Email: skumar_bcdel@itiltd.co.in

For any clarifications on the tender document, the prospective bidders can Contact Mobile No: +91 9910339889 on any working days during office hours from the start date and time of publishing the tender to the end date and time of sale of tender documents or e-mail: skumar_bcdel@itiltd.co.in

Chief Manager
ITI Limited
New Delhi-110003

Read, Understood and Agreed

Bidder's Sign with seal

1. ELIGIBILITY CRITERIA FOR BIDDERS:

Sl. No.	Description for Criteria	Supporting Documents to be submitted
1	The bidder should be an Indian Registered Company under Companies Act 1956 /2013, partnership firm registered under LLP Act, 2008/ Indian Partnership Act, 1932 or A proprietorship firm should be in operation for the last 5 financial years as on 31st March, 2020.	Copy of Certificate of Incorporation/Registration/Partnership Deed or any other relevant document, as applicable, should be submitted.
2	Minimum 05 Years of experience as on 31 st December, 2020 in Clearing/Forwarding/ Handling Import & Export of large number of consignments (min. 50 BOEs) of Engineering/ Electronics/Telecommunication Goods at Delhi /Mumbai/Kolkata Customs for Govt./Semi Govt./Central PSUs.	Copy of Purchase/work orders from Govt./Semi Govt./Central PSUs to be submitted in support.
3	The bidder should have to submit copy of PAN, GST Registration and Latest GST Return Statement.	Copies of PAN, GSTIN and latest GST return statement to be submitted with the bid.
4	The bidder should have an annual average turnover of Rs 5 Crore out of the last three financial years (2017-18,2018-19,2019-20) from the business of Custom Clearance, Warehouse and Logistic Support Services.	Copy of the audited financial statement and statutory auditor's consolidated statement should be attached.
5	The bidder should have a positive net worth in the last three financial years (2017-18,2018-19, 2019-20) respectively.	Statement of Statutory Auditors of the company in their official pad should be attached.
6	Capable of Clearing/Forwarding/Handling of large numbers of Imported consignments for Govt./Semi Govt./Central PSU i.e. Minimum 50 BOEs at Delhi International Airport, ICD Tugalkabad/Patparganj/Dadri/Kolkata Airports	Enclose proof e.g. contracts/agreements
7	Experience in transportation and handling the Engineering/Electronics Goods consisting of delicate items and heavy packages.	Enclose proof e.g. contracts/agreements
8	Running contracts with large Undertakings preferably Government and PSUs. Copy of the Contract/Agreement should be attached.	Copy of the Contract/Agreement should be attached.
9	Good communication facilities like High Speed Internet/Telephone/Fax/e-mail-id etc.	Respective bills/payment slips for last 6 months to be submitted with bid.
10	Must be capable to deposit earnest Money/Security Money/Bank Guarantee as asked for.	Solvency Certificate in favor of the bidder from any Nationalized/ Scheduled Bank issued during last 6 months from tender opening date.

11	Fully conversant with the relevant provisions of the Carriage of Goods by Air Act, Customs Act and other Acts/Rules/Procedures etc. for Import clearance work.	
12	Valid Customs license for handling Import/Export work at Customs is necessary. The license should have been valid uninterruptedly for the past 5 years.	Copy of the valid CHA license to be attached with the bid.
13	Valid Contracts for transport agencies having adequate lorries/trucks.	Copy of the valid contact agreements to be attached with the bid.
14	Valid contracts for warehousing for storage with insurance/Fire safety provisions/CCTV etc.	Copy of the valid contact agreements to be attached with the bid.
15	Must have EDI Facility in his office.	Enclose Proof
16	Preference will be given to those who have their own warehousing facilities in Delhi/Jammu/Tezpur/Jodhpur.	Copy of the valid contact agreements to be attached with the bid. If not, bidder has to give undertaking for arranging the warehouse facilities at these locations within 01(ONE) month time in case the bidder is awarded the work.

Note:

1. Documentary evidence of having met the above Bidder's Eligibility Criteria should be submitted in the Technical Bid.
2. The terms & Conditions may please be read carefully. The offers not fulfilling the terms and conditions and without earnest money will not be considered.
3. ITI reserves the right to accept or reject the offers received against this Tender either wholly or partly without assigning any reason.

For any other clarifications, the interested bidder may contact the Chief Manager, ITI Limited, First Floor, Core No. 6, SCOPE Complex, 7-Lodhi Road, New Delhi before submitting the offer/bid.

2. SCOPE OF WORK:

2.1 The scope of work for the selected Bidder(s) shall include:

- I. Custom Clearance Service for various export and import consignments through Air & Sea. **(Including CHA, BoE filing, Shipway bill tracking, E-way bill generation etc)**
- II. Providing warehouse facility at New Delhi, Jodhpur, Jammu and Tezpur.
- III. Providing manpower for warehouse management, security and labour for load and unload of products
- IV. Warehouse kitting and packaging service (As per ITI requirement & Instructions)
- V. Logistic support service for distribution to the defined destination across India

2.2 CUSTOM CLEARANCE SERVICE FOR VARIOUS EXPORT AND IMPORT CONSIGNMENTS.

The bidder should have comprehensive customs brokerage, clearance and compliance services combine in-depth expertise in global customs regulations with local knowledge - ensuring the smooth and expeditious flow of international shipments to and from any location worldwide. The bidder should have handled adequate custom entries, handle all aspects of customs process including: import/export clearance, declaration, proforma invoices and certificates of origin. The customs clearance services for various import and export consignments include the following:

- Guidance and consultancy on pre- and post-shipment services.
- Liaisoning and follow ups with various Govt Organizations.
- Documentation procedures i.e. preparation and handling of documents.
- All post shipment formalities and endorsements.

2.2.1 Nature of Work: The Clearing Agent Shall Be Required To Perform

- a) Clearance of import consignments: Collection of CANs/documents, filing BOEs with Delhi Customs, bonding/debonding(if required), arranging assessment of BOEs, doing all necessary formalities for release of goods, taking delivery and handing over to ITI Ltd. or authorized agents/representative etc. Clearance will include clearance of goods at Air Cargo Terminal, Delhi. and ICD TKD/PPG and re-import consignments.
- b) Clearance of Export consignments: Collection of consignments and documents from ITI Ltd. Godown/office, filing shipping bills with Delhi Customs (under duty draw-back scheme wherever applicable), arranging clearance from Customs, arranging despatches to the consignees etc. This will also include clearance of re-export consignments.
- c) Arranging refund collecting documents from ITI Ltd. Office filing refund claims with Customs, follow-up for settlement, collecting payments etc.

- d) Arranging Duty Draw-Back collecting documents from ITI office, filing duty draw back claims with Customs, follow up for early settlement, collecting payments etc.

2.3 WAREHOUSE FACILITY

2.3.1 Locations where warehouse facilities are required:

- a. New Delhi
- b. Jodhpur (Rajasthan)
- c. Jammu (UT of J&K)
- d. Tezpur (Assam)

However, bidder has to arrange the warehouse at other places within one month period on need basis.

2.3.2 Area of the warehouse:

Approximate 16000 Sq. Ft. of space are required at each location mentioned at 2.3.1.

2.3.3 The specification of the structure of the warehouse should have the following features:

- a. The Roof to be constructed as per proflex sheet roofing system as per CPWD's specification & Guideline
- b. Ideal construction of flooring & roofing as per R.C.C
- c. Ideal construction of plinth, beam, tie beam & columns as per R.C.C
- d. Bidder shall provide turbo ventilators, rolling shutters
- e. Standard painting with double oil bound distemper two coats
- f. The construction of flooring should be done in standard cement punning

2.3.4 Fire Safety:

The bidder shall provide / make necessary arrangements (such as adequate fire extinguisher and sand filled bucket) for fire safety in sufficient to ensure safety of warehouses and material stored within warehouse in case of fire.

2.3.5 The bidders shall ensure provision of landline telephone or Mobile for communication.

Bidder shall ensure availability of list contact numbers for emergency, fires and ambulance near by the telephone

2.3.6 Consumables used for Office:

The bidder shall ensure the data management by felicitating **warehouse management system (Preferred)**, providing paper rolls for generation of receipt, internet facility, arrangement of pen drives/data drive for backup, in case of patch update or any data download or upload required. Printer, scanner, server and PC to be adequately arranged for day-to-day activity. Proper co-ordination with ITI supplier, ITI personnel required. Should generate reports, data collection & submission to ITI.

2.3.7 CCTV:

Bidder should install CCTV cameras to monitor the warehouse. The areas where CCTV needs to be Installed are (i) Main Gate, (ii) Corners of Fencing Parameter, and (iii) Corners of warehouse. The audio, visual feed from the cameras should be connected to local server for feed recording. Feeds shall be recorded up to 45 days. ITI department shall have rights of monitoring or inspection of viewing recordings at any point of time. The bidder is responsible to do the necessary wiring of cable, electrification, fixation of LCD monitor and TV with composite video input, other accessories like camera, connectors and cat 5 cable etc. as per requirement.

The bidder will be responsible for payment incurred for provision of Network to install CCTVs. The responsibility of installation and maintenance of CCTV will remain with the bidders during contract period.

2.3.8. Internet Facility

The bidder shall ensure adequate and high-quality internet facility inside the warehouse

2.3.9 Biometric System

The bidder will provide biometric system to enroll the presence of the staffs engaged in the warehouse.

2.3.10 Electrical Connections and Illumination:

The bidder shall install sufficient electric points and lights within premises of warehouse and purchase Centre for adequate illumination and visibility at night.

2.3.11 Seating Arrangement:

The bidder shall provide basic seating arrangement and amenities that include table, chair, fans, etc. for resources working for warehouse management.

2.3.12 Fencing:

The bidder shall provide a fencing wall around premises of warehouse and purchasing center. Fencing wall should have sufficient gates for Goods-In & Goods-Out.

2.3.13 Warehouse Management System: (Preferred)

System will support and facilitate warehouse management and logistic requirement with following scope:

- i. Inventory Management
- ii. Logistic Management
- iii. Warehouse inward and outward
- iv. Barcode Scanning
- v. Returns Management
- vi. Kitting and Managing Services

2.4 PROVIDING MANPOWER FOR WAREHOUSE MANAGEMENT, SECURITY AND LABOUR FOR LOAD AND UNLOAD OF PRODUCTS

- 2.4.1. One Supervisor and two supportive staff to manage the warehouse admin work which include entry of good receive and dispatch, inventory management, vehicle permission and other document management as per the requirement. They will also be responsible for custom clearance.
- 2.4.2. The bidder shall provide a cabin for security guard with basic facility of lights, fan sand CCTV viewing. The security guard provided by the bidder should be available on 24x7 basis in shifts of 8hours each.
- 2.4.3. To provide adequate labour as per requirement for loading, down loading, ware house kitting and dispatch as and when required.

2.5 WAREHOUSE KITTING AND PACKAGING SERVICE

This includes Un-packing original shipment from vendors. Re-packing individual items into kits that are ready to ship out right away, Levelling and dispatching to the destination in secure way. The appropriate packing materials to be arranged for this activity & approval from ITI is mandatory to use packing material selection.

2.6. LOGISTIC SERVICE FOR DISTRIBUTION TO THE DEFINED DESTINATION

The bidder will arrange vehicle and transit permit to dispatch the storage material to the destination as and when required. The bidder will ensure the vehicle in proper order and the driver must have the valid driving license with proper track record.

2.7. OTHER REQUIREMENTS:

- i. Apart from the import consignments, Logistic Support Services (i.e. Warehousing & Transport) are also required for domestic consignments which may be delivered at the locations mentioned at clause No. 2.3.1. Bidders are advised to quote the rate carefully while filling the price bid.
- ii. Insurance & Rent agreement: Bidder should have renewed Rent agreement & Insurance for the warehouse
- iii. The Contractor shall provide crane/forklift facilities for handling, loading, unloading of requiring mechanical handling in the covered warehouse/go-down and / or manual labour as may be required.
- iv. Contractor has to provide wooden sleepers/pallets on which they will stack materials. Hydra Cranes/fork lifts shall be used to handling materials.
- v. On arrival of the consignment at the Warehouse, contractor shall undertake all the work connected with the unloading, weighing and stacking of all categories of material, as may be assigned to them by Warehouse Manager, contractor will ensure that the materials, arrived is not exposed to rain at any stage of weighing or storage process.
- vi. That contractor will carry out the instructions issued by ITI for kitting and materials readiness as and when required for dispatches

- vii. Contractor will send a Daily Stock report and forward the weekly report accompanied by the copies of L/Rs etc.
- viii. Contractor shall keep proper records of all the materials dispatched to other customer locations and render such account of stock vehicle wise or lot wise/category wise etc. as prescribed from time to time.
- ix. Contractor shall take adequate measures / precautions to safeguard the materials at Warehouse against theft, pilferage, damages of any kind and any loss / shortage occurred during shortage shall be recoverable from contractor without prejudice to any other action
- x. As and when required the contractor shall arrange for complete physical verification by shifting and weighment the material, if required. No extra charges will be paid to the contractor for such physical verification.
- xi. Loading into customer's trucks/trailers or any other mode of transport shall be the job of the contractor stipulated in the loading slips or loading instructions given by the corporation.
- xii. The contractor shall be responsible for loading all the trucks / trailers which will be taken into the stockyard up to the time as stipulated by the Warehouse Manager depending upon the day-to-day exigencies of work and local conditions.
- xiii. The contractor shall employ adequate number of experienced loading supervisors to be present in the stockyards office to collect loading slips and arrange for speedy and smooth loading of materials. The contractor is expected to have adequate knowledge about size / thickness / description of materials / wagon wise. As soon as the loading slips are collected by the handling contractor and loading instructions are passed on to the contractor, it is his responsibility to load the correct materials to the correct customers in time.
- xiv. Under no circumstances, the contractor or his representative/worker/labourer shall collect any charges from the customers or their authorised representatives or the transporter or any agency for any of the operation performed in the course of delivery of the materials.
- xv. Site Survey: The bidder after getting the letter of award will submit the layout plan of the proposed warehouse in the presence of the representative of M/S ITI in warehouse site within 7 days. Any deviation to the scope of work shall also be intimated. The layout plan and any revised BOQ /Scope shall be approved by M/S ITI.
- xvi. Good Practices to be followed:
 - a) FIFO (First-In-First-Out)
 - b) Floor marking & labelling
 - c) 5's Audits
 - d) KAIZEN
 - e) Proactive approach with customers

3. GENERAL TERMS & CONDITIONS

3.1. PERIOD OF CONTRACT

The contract shall commence from the date of acceptance of Work order and shall remain in force (Unless terminated earlier as provided hereinafter) for a period of 03(Three) years from the date of awarding the Contract. M/s ITI Ltd., however, can extend the period of the Contract with mutual consent of the Clearing Agents on the same Terms & Conditions as embodied in this contract. However, ITI Ltd. shall reserve the right to terminate the contract at any time, and without assigning any reasons thereof, by giving one month's notice of the intention to do so in writing to the Clearing Agents and the Clearing Agents shall not be entitled to any compensation by reason of such termination.

3.2 EARNEST MONEY DEPOSIT(EMD)

3.2.1 EMD is not required for this tender as per the Government of India Ministry of finance procurement policy division office memorandum dated 12 Nov 2020. However, bidder has to submit duly signed bid security declaration as per the Annexure-VII

3.2.2 The successful bidders shall submit a Performance Bank Guarantee (PBG) from a Scheduled Bank to ITI for an amount equal to 3% of the work awarded valid for two years. The PBG should be submitted latest within 7 days from the date of ITI's requisition (LOI). The validity of the PBG shall be extended in case of the extension of original delivery time lines of the project.

3.2.3 SECURITY DEPOSIT AND ITS FORFEITURE

- i. The Earnest money will automatically and necessarily be converted into security deposit, in case a tenderer is selected for awarding the contract. The Security Deposit of Rs 4 Lacs is liable to be forfeited or appropriated towards any loss that may be sustained to the ITI Ltd. as a result of breach of any of the terms and conditions of the Contract by the Clearing Agents. The Security Deposit will be returned after expiry of the Contract or the extended period, if any, provided the Clearing Agent has performed the work satisfactorily and completed all the obligation of the contract.
- ii. ITI Ltd. will not be liable for payment of any interest on the Security Deposit or any depreciation thereof for the period it is held by ITI Ltd.
- iii. In the event of any breach of any of the Terms and Conditions of the Contract, ITI Ltd. shall have (without prejudice to other rights and remedies) the right to terminate the Contract forthwith and/or forfeit the entire or part of the amount of Security Deposit lodged by the Clearing Agents or to appropriate the Security Deposit or any part thereof in or towards the sum due for any damage, losses, charges, expenses or costs that may be suffered or incurred by ITI Ltd due to Clearing Agent's negligence or unsatisfactory performance of any service under the Contract.
- iv. The decision of ITI Ltd. in respect of such damages, losses charges, costs or expenses shall be final and binding on the Clearing Agents.

- v. In the event of Security being insufficient or if the Security has been wholly forfeited, the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Clearing Agents under this or any other contract with ITI. Should the sum also be not sufficient to cover the full amount recoverable, the Clearing Agents shall pay to ITI Ltd on demand the remaining balance due.
- vi. Whenever the Security Deposit falls short of the specific amount the Clearing Agents shall make good the deficit so that the total amount of Security shall not at any time be less than the specified amount.

3.3 WORKING HOURS

The Clearing Agents shall be responsible for performing all or any of the services detailed in and arising out of the Contract, round the clock throughout the period of this Contract without any additional remuneration or whenever so required by ITI Ltd. at the Airport/Cargo Complex. For the purpose of operation of this contract, only the holidays, as observed by the Air Port and Customs Authorities, shall be recognized as closed holidays for the Clearing Agents. Other holidays, declared by the Clearing Agents on their own shall not be recognized.

3.4 VOLUME OF WORK

No guarantee can be given as to any definite volume of work which will be entrusted to the Clearing Agents at any time or throughout the period of the Contract.

3.5 FAILURE IN PERFORMING THE SERVICES BY THE CLEARING AGENTS

- i. The Clearing Agents shall render all or any of the services stipulated herein and as directed from time to time by ITI Ltd. together with such auxiliary and incidental duties due to services and operations as may be indicated by ITI Ltd.. If, in the opinion of ITI Ltd. (whose decision shall be final and binding on the Clearing Agents) the Clearing Agents fail at any time to render all or any of the services under the contract satisfactorily, they may at their option get the work done by other parties at the risks and cost of Clearing Agents. The additional expenditure so incurred, in getting the work done by other Clearing Agents, thereby, shall be recovered from the Clearing Agents.
- ii. ITI Ltd. Reserves the right of entering into another Contract simultaneously or at any time during currency of the contract with one or more other Clearing Agents as it may thing fit, even by calling fresh Tenders and/or by negotiations and appoint some other clearing agents accordingly, if the performance of the present Clearing Agents is not to the satisfaction of ITI Ltd.
- iii. ITI Ltd. reserves the right of appointing any other Clearing Agents for any service referred in this Contract to meet an emergency if ITI Ltd. is satisfied that the present Clearing Agents are not in a position to render specific services within the period in which their services are required. The mere mention of various items of work in this contract does not by itself, confer a right on the Clearing Agents to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to them.

3.6 PRALLEL CONTRACT AND ALLOCATION OF WORK ETC.

ITI Ltd. Reserves the right of concluding parallel Contract(s) and also appoint other Clearing Agents by Tenders and/or by negotiation, and also retain full discretion to allocate work among the Clearing Agents. The existing Clearing Agents will not be entitled to make any representation on this account. The quantum of work allocated to each of the Clearing Agents may be increased or decreased according to full discretion of ITI Ltd. at any stage of the contract. ITI Ltd. also reserves the right to utilize any or all of the services specified herein.

3.7 WORK TO BE HANDLED BY THE CLEARING AGENT

3.7.1 IMPORTS

- (a) The Clearing Agents will collect the Cargo Arrival Notices and related documents like delivery orders, airway bills, supplier's invoice, packing list etc., accompanying the consignments; from M/s Indian Airlines/other Airlines/Consolidation Agents/ Shipping lines etc. and send them to ITI Office at New Delhi on a day to day basis. As instructed by the ITI Clearance office, the Clearing Agents will file the necessary Bill of Entries, get assessed to duty and do all such other necessary activities so that clearance of the consignments is done and delivery is taken. All efforts shall be made by Clearing Agents to clear the consignment within free time allowed. In case of any delay on the part of the Clearing Agents, which causes payments of demurrage charges/warehouse rent/storage charges, such charges will have to borne by the Clearing Agent. The work under Import Clearance will cover clearing, handling and forwarding of consignments received by air/sea/container, collection of documents from Airlines/Consolidation Agents/Shipping Lines, preparation and filing of Bill of Entries, arranging Customs examination, assessment of duty and completion of all formalities through customs, payment of custom duty, shifting of goods at cargo terminals/ICD, arranging delivery through concerned Authority, delivery of consignments as per instructions of ITI Ltd. etc. and obtaining computerized statement of Accounts on monthly basis from the Accounts Section of Airport Authority/Customs and hand over to ITI Ltd.
- (b) In respect of items to be bonded, Clearing Agents should observe all the formalities for such bonding under Section 59 of the Customs Act 1962. They should ensure that consignments are bonded immediately after permission is obtained from custom Authorities for bonding. The materials should be transported to Bonded Warehouse, through our authorized Carriers as governed by the Rules and Regulation or to the Public Bonded Warehouse as specified by ITI Ltd. In case the consignments are to be bonded within the vicinity of Delhi/New Delhi, transportation and handling of the consignments upto the Bonded Warehouse is to be arranged by the CHA
- (c) The Clearing Agents shall also be responsible to de-bond the items as and when intimated by ITI Ltd. observing all the custom formalities.
- (d) Normally, the Clearing Agents should, after clearing/de-bonding the materials, hand over the same to Carriers authorized by ITI Limited for transportation to various destinations and co-ordinate for loading of goods in lorries placed by ITI Limited

and arrange out gatepass of lorries. This may be either at the ICD, Air Cargo Terminal or at any other warehouse site.

- (e) ITI Ltd. will arrange to pay all the freight charges on imported cargo to be handled by the Consolidation Agents. Wherever ITI Ltd. ask the Clearing Agents specifically to pay freight charges, they will have to pay the charges and claim the same duly supported by proper documents.
- (f) On Receipt of the instructions, the Clearing Agents shall immediately prepare the necessary papers for presenting to the customs, Airport Authorities or other authorities concerned and arrange to obtain delivery of the Cargoes. If the particulars relating to the cargo furnished in the instructions are not sufficient, the Clearing Agents will take steps that are necessary for obtaining the required particulars from the ITI Office. In all such cases, the Clearing Agents will have to take all adequate steps for obtaining delivery of the cargoes at the earliest time possible.
- (g) The Clearing Agents will prepare the necessary bonds such as End-use bonds, License Bonds, P.D. Bonds etc. on stamp paper required by the customs authorities for allowing clearance and send them to ITI Office for execution. The cost of stamp papers can be claimed by the Clearing Agents in their bills for reimbursement by ITI Ltd.
- (h) Immediately after the cargo is landed, the Clearing Agents shall carefully check each consignment with the invoices and measurement/packing lists and they shall notify the shortages/damages, if any, to the Airlines/Airport Authorities within the prescribed statutory time limits. On taking delivery of the cargoes they should be transferred unless they are to be dispatched directly from the Airport, to the warehouse/to the place where they should be kept in accordance with the size and marks or in accordance with any specific instructions that may be issued to the Clearing Agents by ITI from time to time. The Clearing Agents shall be entitled to only proportionate service charges subject to minimum charges for the services rendered in respect of short landed packages.
- (i) Where cargoes are landed in damaged condition, the clearing Agents shall immediately apply, obtain and forward reports of Survey conducted in the presence of the Carriers, the Air Port Authorities and Customs within statutory time limit prescribed for the Survey. The Survey Reports are required for lodging claims and obtaining compensation from the parties responsible for compensating the damages/loss. Hence, care will have to be taken to ascertain that the party's responsibilities are not disputed at a later stage on some pretext or other. The representative of the consignees where available locally should be associated during the surveys. The Clearing Agents should be fully conversant with the relevant provisions of the Carriage of Goods by Air Act, Customs Act and other Acts/Rules/Procedures etc. and other rules and regulations, and take such steps to ensure that the interests of ITI Ltd. are fully protected in the clearance of cargoes entrusted to them. The Clearing Agents shall be required to perform all the duties which are bound to be done under the above Acts, Rules, Regulation and Procedures, as amended from time to time.

- (j) The Clearing Agents shall be responsible to take delivery of all the packages covered by the Bill of Entry and Delivery Order, in respect of each consignment. Wherever consignments/packages are landed short, the Clearing Agents shall be required to notify the Airport Authorities and obtain and forward the short-landing/short delivery Certificate to ITI Ltd.
- (k) Where extensive damages to the consignment are found, insurance Survey should also be arranged apart from the carrier's Survey.
- (l) The Clearing Agents shall also have to arrange clearance of parcels arriving through foreign Post offices/Courier if need arises.
- (m) The Clearing Agents will have to arrange complete clearance of cargoes for which instructions/documents have been issued to them upto and including the date of expiry of contract and finalize all customs formalities relating to these consignments. The Clearing Agents will be paid the Service Charges for such consignments after completion of all outstanding work in terms of the Contract.
- (n) Any other work required to be done for clearance of goods from the stage of collecting cargo arrival notices to clearing of goods and handing over them to ITI Ltd. or their authorized agency shall be responsibility of the Clearing Agents. Clearing Agent's representative will be required to visit ITI Office atleast once every day for collection of documents. He will be required to make additional visits as and when asked.
- (o) The Clearing Agent shall arrange and provide to ITI Ltd. copies of GP/B.E./TR-6 and other relevant documents for the purpose of CENVAT credit etc. for which no extra payment will be made. One set photocopy of BE will be required to be sent alongwith each lorry at the time of despatch, the same has to be arranged by the CHA at no extra cost.

3.7.2 EXPORTS

Exports instructions with available details of cargo shall be issued to the Clearing Agents by the ITI Office, New Delhi. The Clearing Agents are required to take delivery of the cargoes for export from the godowns. The handling and clearance of the export cargoes, their temporary storage wherever necessary; and subsequent despatch by Air must be regarded as a single operation of export. The Clearing Agents will arrange export of cargoes by Air under Drawback Procedure also wherever necessary and as instructed. The Clearing Agents shall be responsible for all losses/damages to stores direct and consequential from the time they are received from ITI Office/Warehouse till they are put on board the Air Craft.

The Clearing Agents shall send advance intimation to the overseas consignees as soon as shipment is effected, obtain the air consignment notes as well as such other documents that are required for obtaining delivery at the port of destination and forward the same to overseas consignees in time to obtain delivery at the destination point. In the case of export under Drawback Procedure, it is the responsibility of the Clearing Agents to send all the

documents after export to the custom Authorities, required for settling the drawback claims in consultation with ITI .

3.7.3 REFUND/DUTY DRAWBACK

The Clearing Agent will have to file the refund Claims/Duty Draw-back claims where ever required, and follow up for settlement of the same. The Clearing Agents shall have to collect the documents from ITI Office, to file the claims, to follow up for early settlement, to collect the payments which are ready and to deposit the payments received with ITI Office immediately.

3.8 INSTRUCTIONS FOR WORK LIAISON ETC.

The Clearing Agents will normally receive complete disposal instruction from ITI Ltd. The Clearing Agents will have to maintain close liaison with ITI, AAI/Customs Authorities and Carriers concerned and carry out the work entrusted to them with full sense of responsibility to the best interest of ITI Ltd. The single point of contact shall be communicated alongwith the work order.

3.9 TRANSPORTATION / DELIVERY / DESPATCH OF CONSIGNMENTS

- 3.9.1. The bidder has also been entrusted the job of dispatch/delivery of the goods from Clearing location to a destination/place as per the locations given in clause 2.3.1 and local dispatch/distribution at these locations between Warehouse to ITI Office or ITI's designated places as per the requirement. The bidder shall be held responsible in case delivery/dispatch is effected wrongly and to consequent loss and expenditure therefrom. They shall be responsible for delay in effecting delivery/dispatch and for delay in forwarding the relevant documents to the consignees/indenters etc. pertaining to the delivery/dispatch. Any loss suffered in consequences will be recovered from the bidder.
- 3.9.2 The bidder or its authorised transporter shall be fully responsible to comply with the latest motor vehicle Act/ Rules and subsequent amendments.
- 3.9.3 The bidder's authorised transporter shall issue G.C. Notes/ Bills etc. in their own name as ITI will not admit carriage documents of other transporters whether they are sister concern of the Carrier or not and no payment will be made for by name carrier.
- 3.9.4 The freight charges are strictly on DOOR TO DOOR DELIVERY & DOOR COLLECTION basis both for incoming and outgoing consignments but in case when carrier fails to collect/ deliver the outgoing/ in coming consignment from/ to ITI Ltd. The company may deliver/ collect the same through its own arrangements. In such case, deduction of Rs. 100/- or 5% of the freight per consignment whichever is higher will be made subject to maximum of 50% of the freight per consignment payable from the bills of the transporters.
- 3.9.5 Octroi, Toll Tax and entry tax: The Octroi and Toll tax charges in respect of Government consignments will not be paid by the company. Transporters are responsible to collect Exemption Certificates from company in respect of the place wherever the same is applicable before lifting the consignment under no circumstance, Transporters should lift the consignments without collecting the other documents as well like state permits, Sales Tax Form like Form 31 or any other relevant document. In case Transporter fails to collect

the required documents while lifting the consignments and as a result incur any expenditure the same will not be admitted for payment.

3.9.7 FREE DELIVERY PERIOD:

Since time is the essence of the contract, it is expected that the Transporter shall deliver the goods entrusted to them for carriage within the shortest possible time for which following specified period is allowed as free delivery period. The days allowed are exclusive of booking and delivery date of the consignment. In case the transporter fails to deliver the goods within this specified period they are not entitled for full freight for delay in delivery of consignments.

Sl. No.	For Destination	Delivery expected within (days)
1	New Delhi	1
2	Jodhpur	4
3	Tezpur (Assam)	9
4	Jammu (UT of J&K)	4

However Divisional Head Of concerned Division Of ITI may allow free delivery period in some specific cases at his discretion on the merits of the case.

3.9.8 LIQUIDATED DAMAGES:

3.9.8.1 For delayed deliveries of consignments a penalty on freight will be deducted from the bills strictly on following basis:

Sl. No.	Delay (over & above the given time)	LD (in terms of transportation charges)
1	Over 5 days	10%
2	Over 6 days but less than 10 days	20%
3	Over 11 days but less than 20 days	30%
4	Over 21 days but less than 30 days	40%
5	Over 31 days	50%

3.9.8.2 The freight charges paid on such outgoing consignment which are found to be delivered wrongly to the consignee at a later stage will be recovered from the transporter's running bill still the transporters arrange rebooking and delivery of such consignments free to the correct consignee failing which total expenses on account of the delivery through alternate sources will be recovered from their running bills.

3.9.8.3 The transporter is expected to provide the truck within 24 hrs of request. However incase truck is not provided even within 72 hrs, a penalty of Rs. 500/- per day would be imposed till such time the material is dispatched/ shifted by the same/ alternative transporter.

3.9.8.4 In case transporter fails to provide trucks in time or refuses to book partial loads, the company will be free to engage other transporter and recover from the transporter the extra expenses, if any, that may be incurred as a result of such arrangement.

3.9.9 SUBMISSION OF ACKNOWLEDGEMENT (CONSIGNEE RECEIPT)-

- 3.9.9.1 It is the responsibility of the transporter to get proper consignee receipt of each consignment with date & rubber stamp by an officer not below CMR/Store Incharge or representative of ITI Limited at Consignee place/ DGM Incharge on consignee/ Lorry Copy of GC Note (photo copy may not be valid) and submit the same to ITI Delhi Office within 10 days After scrutiny by ITI. a photocopy of the same duly signed with date of receipt at ITI Office will be given to the transporter for the purpose of raising bills.
- 3.9.9.2 If the transporter fails to submit the C/R timely, a penalty on freight charges will be imposed on the transporter on account of delay in submission of the Consignee receipt which will be regulated as under:

Sl. No.	For delay in submitting C.R.	LD for delay
1	From 11 th day to 20 th day	10%
2	From 21 st and above	20%

3.9.9.3 Whenever there is a delay in delivery time and submission of consignee receipt but both the activities have been completed within time (both together), L.D. on individual component will not be deducted. However, in case both the activities are not completed within the combined period allowed, L.D. will be deducted on individual component.

3.9.10 DUTY OF THE TRANSPORTER

- 3.9.10.1 Transporter has to ensure safe delivery of the consignments irrespective of the value if consignments being or not being covered by insurance, they will not have any lien on the material. The material being given for transportation will be the sole property of the company.
- 3.9.10.2 Shortage/ Damage/ Loss to the Consignment during transit:- In case any shortage/ damage/ loss is observed during transit both for incoming or outgoing consignments, transporters will issue Damage/ shortage certificate within 24 hours on being asked by ITI in writing to lodge the claim with underwriters.
- 3.9.10.3 In case any shortage/ damage is reported by consignee at a later stage, transporter will issue a certificate of facts (COF) within 24 hours of being asked. In case claim is refused by the underwriters due to any reason attributed to the transporter, total claim value will be recovered from the transporter's running bills.
- 3.9.10.4 In case of any damage/ accident the transporter will immediately make necessary arrangement for survey of damage/ accident by Insurance Company at the place where accident occur and inform to ITI concerned dept./ supplier. He will also make alternative arrangement for repacking of material, transportation from

accidental place to the consignee / supplier/ ITI as the case may be. If transporter fails to do above activities the expenses born to perform above activities by ITI, the same will be deducted from transporter's bills.

3.9.11 TRANSPORTER'S EMPLOYEE ARE NOT EMPLOYEE OF ITI: -

3.9.11.1 The transporter shall always be regarded as an independent contractor for carriage and the transporter's employee shall not any time be regarded as the employee of the company. The Company shall not be liable/ responsible for damage, loss or injury, if any, caused to life or property of any person whether they are employees of transporter or third party, by any reason of any acts of commission/omission, recklessness or negligence on the part of the employee of the transporter or of any person engaged by the transporter in connection with this work of carriage or loading or unloading or any other incidental work. Nor shall the company be liable/ responsible for the claims, if any, of the employees of the transporter under the workman compensation Act or any other enactment of law. The transporter shall keep the company fully indemnified and harmless always against all claims and proceedings, if any, of his employees or other against the company.

3.9.11.2 The transporter or his representative shall comply with the security regulations with regard to entry & exit to/ from Cargo terminal/ITI as well as the movement inside the premises of ITI for them, their employees and workers engaged by them.

3.9.11.3 The transporter shall ensure that all his employees and persons authorized/ engaged by him for carrying out the work behave properly with the staff/ officers of the company. In the event of any complaint about misbehavior reported by the staff/ officer concerned by the company, the transporter will immediately with draw such employee/ person from the work under intimation to the company. In the event of non compliance with in a fortnight, all business as well as the payment of the freight bills will be stopped.

3.10 PAYMENT OF CUSTOMS DUTY

ITI Ltd. will arrange for payment of all customs duties and charges due to customs on the cargoes handled by the Clearing Agents for imports. The clearing Agents shall submit the assessed Bill of Entry with one additional photo copy and other necessary documents for issue of cheque for payment of duty. The cheques shall be collected by them and deposited with Bank authorized by Customs for collection of such duty. The Clearing Agents would also take care to find out availability of funds in PDA maintained by AAI and intimate ITI Office for making appropriate arrangements. The cheques for these are also to be collected by the Clearing Agents and deposited in PDA.

3.11 MAINTENANCE OF RECORDS, SUBMISSION OF STATEMENTS, RETURNS ETC.

The Clearing Agents shall maintain the registers and/or any Register according to the instruction of ITI Ltd. from time to time keeping the records of consignments entrusted to them for clearance and B.E. filed by them and any other register, form or statement as desired by ITI Ltd. The Clearing Agents will have to produce these registers for inspection by ITI Ltd. as and when required.

3.12 PAYMENT TERMS

The bidders will submit monthly bills to M/S ITI and the payment shall be made within 30(THIRTY) days. Monthly invoices/bills shall be accompanied with the followings:

- i. Details of shipment/consignment/BOE
- ii. Delivery receipt/LR
- iii. Warehouse occupancy details with period/consignments
- iv. Any other supporting documents for additional payment with ITI authorization / approval note e.g. handling materials/labour/equipments/additional milage etc.

3.13 LIABILITIES OF THE CLEARING AGENTS REGARDING LOSS, DAMAGE ETC.

If and when any expenses such as Custom Duty, Air Port Demurrage etc. charges which are avoidable are incurred or losses to stores or losses of claims for compensation from Carriers/Air Port Authority or Insurance Company or other Authority are occasioned on account of their negligence or failure to exercise all care, diligence and economy, ITI Ltd. will have the right after giving the Clearing Agents an opportunity to explain the reasons of such losses, at their discretion, to ask the Clearing Agents to reimburse ITI Ltd., the whole or any part of such losses. The amounts which have been spent on account of negligence of Clearing Agents will be recovered from the amounts due to Clearing Agents on account of Service charges, Handling, Transport Charges etc.

3.14 BANK GUARANTEE (PBG)

The Clearing Agents (i.e. successful bidder) will have to furnish a Performance Bank Guarantee (PBG) in respect of cargoes which will be in their custody or lying in their godown from time to time, in accordance with the instruction from ITI Ltd. and in the form desired by ITI Ltd. Format for the PBG shall be provided to the successful bidder.

A Performance Bank Guarantee bond equal to 3% (Three Percent) of total project cost will be furnished in form of bank guarantee through public sector bank or private sector bank authorized by RBI, in favor of M/S ITI for the project period.

3.15 EVALUATION OF BIDS

3.15.1 Bid shall be submitted in 02(TWO) parts: 1. Technical Bid and 2. Financial Bid. Both the bids shall be sealed in separate cover and to be superscribed suitably.

3.15.2 The technical bids of all bidders shall be scrutinized and evaluated by ITI Limited on the basis of eligibility criteria and qualifications as per the clauses 1 & 4 along-with documents by the bidder in their technical bid. ITI Limited may ask for additional clarification / details / documents / technical presentation etc. For the purpose, any date fixed by ITI Limited, will be final and binding. Decision of ITI Limited, regarding technical evaluation and declaration of technically qualified bidders, will be final and binding.

3.15.3 Financial Bids (Price Bid) of only those bidders will be opened, who will be declared technically qualified. Decision of ITI Limited, in this regard, will be final and binding.

3.15.4 The parties must quote for all the items required as per format given in Price Bid (Annexure-VIII) . In case any party fails to quote any of the items as per format, the highest rate quoted by any party will be applicable for that party for comparison purpose only. The request afterward will not be considered.

- 3.15.5 Main criteria for awarding tender will be based on calculation of Grand Total arrived after applying the quoted rates (as indicated in Annexure-VIII: Price Bid) for all the items (for all the Groups i.e. A, B & C) and adding all the totals as per quantities indicated in the table-I below. Bidder whose Grand Total is lowest, shall be declared successful(L1). If more than one bidder has the same Grand Total, bidder having the lowest sub-total of Group C, shall be declared successful as L1. In case of the same sub-total of Group C, then bidder having the lowest sub-total of Group A, shall be declared successful as L1
- 3.15.6 Bidders other than L-1 bidder, who are ready to match the L-1 bidder's price in all items (for group-A, B and C; wherever their offered rate is higher), may be issued work order for the purpose of having multiple agencies for distribution of workload to avoid the possible delays. ITI Limited will have sole discretion for work distribution. However, ITI Limited does not guarantee minimum workload. Decision of ITI Limited will be final and binding in this regard.
- 3.15.6 Charges which are normally claimed and rates which are sought to be quoted by the bidder are classified in three groups (A, B, C) for the purpose of comparison among different bidders as follows:

Sl. No.	Group	Services
1	A	CHA
2	B	Warehousing
3	C	Transportation

NOTE:

- Values will be rounded up to two points after decimal.
- Discounts/Concessions subject to any conditions imposed by the Bidder will be rejected.
- Details of items for Group-A, B & C are provided in the subsequent pages.
- Calculation for all groups will be done only for those bidders, whose price bids will be opened. Calculation for all groups will be done by ITI Limited only. Decision of ITI Limited with regard to calculations will be final and binding.
- Application of quoted rates on the weight wise consignments indicated below for comparison purpose only:

Sl. No.	Detail of consignment	
	Weight (in Kg)	No. of consignments (in Nos.)
1	100	20
2	300	25
3	500	125
4	1000	1
5	2500	1
6	4500	1
7	10000	5
8	20000	5

Table-1**Note:**

- Values (weight & no. of consignments) in above table is for indicative purpose and for evaluation of L1 bidder. Actual number of consignments may differ.

Group – A (CHA Charges)

Following Two categories of charges are included in this group:

A maximum limit for the charges has been set by ITI Limited for all the items of this group and no charges beyond respective limit in that category for any consignment will be paid by ITI Limited.

Rates to be quoted for following categories of charges in the Price Bid only: -			
Sl. No.	Category	Rate to be quoted by the bidder in Price Bid (Not here)	
1	Agency Service Charge for Import/ Re-Import/Export Clearance per consignment/ Bill of Entry basis where Bonding Operations are not involved inclusive of EDI/document filing charges. (Max. Rs.15,000/- per consignment)	i. Rate per Kg... ii. Minimum Rs... Item A1	
2	Handling charges: Loading & Unloading (Max. Rs. 3500/- per shipment)	Weight slab (in Kg)	Rate/Kg (in Rs.)
		0-100	Rs.... Min. Rs.... Item A21
		101-500	Rs.... Min.Rs.... Item A22
		501-1000	Rs.... Min. Rs.... Item A23
		1000-5000	Rs.... Min.Rs.... Item A24
		Above 5000	Rs.... Min.Rs.... Item A25

Note:

- DO charges will be paid on actual basis subject to submission of original receipt and invoice on CIF basis.
- TSP charges excluding demurrage charges will be paid on actual on submission of original receipt.
- Handling charges for domestic consignments at warehouse shall be given as per the quoted rate at Sl. No. 2. Bidder's attention is required to quote rates for these items carefully.
- The rate (Basic) will have to enter in the PRICE BID and not here. But this page (without entering any value) must be attached with the Technical Bid. GST will be paid extra as applicable on the date of billing.**

Group-B (Warehouse Charges)**Following Four categories of charges are included in this group:**

Rates to be quoted for following categories of charges in the Price Bid only: -	
Locations	Warehouse Charges Per Kg per day (in Rs.)
New Delhi	Rs..... Min. Rs..... Item B1
Jodhpur (Rajasthan)	Rs..... Min. Rs..... Item B2
Jammu (UT of J&K)	Rs..... Min. Rs..... Item B3
Tezpur (Assam)	Rs..... Min. Rs..... Item B4

NOTE:

1. Storage Space has to be provided in compliance with Scope of Work requirements.
2. After clearance of the Consignment from Delhi Airport/ICD, it shall be the duty of the Agent to bring the shipment to their warehouse (in Delhi) or directly send to warehouse/ITI Office at other locations. If the consignment destine/meant for other location and due to some emergency (at the part of the bidder) is kept in local warehouse, no separate warehouse charges are admissible.
3. Warehouse charges for domestic consignments shall be paid as per the quoted rate as above for respective locations.
4. Evaluation shall be done by applying quoted rate on the consignments as per Table-I above for each location for one day.
5. **The rate (Basic) will have to enter in the PRICE BID and not here. But this page (without entering any value) must be attached with the Technical Bid. GST will be paid extra as applicable on the date of billing.**

Group-C (Transportation Charges)

Transportation charges from Delhi Airport / Custom Clearing / ICD or warehouse Point to Various Locations (as per clause No. 2.3.1)/ warehouse/ITI Office at that location

Part C1: Rates are to be quoted in the PRICE BID (NOT Here) for following Three categories: -	
Locations	Quoted rate from Ex. New Delhi (in Rs.)
Jodhpur	Rs..... Min. Rs..... Item C1
Jammu	Rs..... Min. Rs..... Item C2
Tezpur	Rs..... Min. Rs..... Item C3

Part C2: Rates are to be quoted in the PRICE BID (NOT Here) for following four categories: -	
Locations	Quoted rate for local transport (in Rs.)
New Delhi	Rs..... Min. Rs..... Item C4
Jodhpur	Rs..... Min. Rs..... Item C5
Jammu	Rs..... Min. Rs..... Item C6
Tezpur	Rs..... Min. Rs..... Item C7

NOTE: -

1. After clearance of the Consignment from Delhi Airport/ICD, it shall be the duty of the Agent to bring the shipment to their warehouse or directly send to warehouse/ITI Office at various location. No separate charges for incidental transportation of the equipment shall be paid to the Agent, however, if the consignment is sent directly to various locations other than Delhi, transportation charges shall be given. Therefore, bidder should keep in mind this aspect while quoting the transportation charges.
2. Any separate charges for CHA warehouse will not be paid extra if the consignment is transported directly from airport to ITI Offices at given locations. The bidders have to quote for transportation charges from Delhi Airport / Custom clearing point / ICD at Delhi to warehouses in the given format. If a consignment is customs cleared at a place in India other than Delhi (viz.

Read, Understood and Agreed

Bidder's Sign with seal

Mumbai, Chennai, etc. either at Airport or Seaport), then additional transportation charges will be paid as given in this tender.

3. Evaluation shall be done by applying quoted rate on the consignments as per Table-I above for each locations.
4. **The rate (Basic) will have to enter in the PRICE BID and not here. But this page (without entering any value) must be attached with the Technical Bid. GST will be paid extra as applicable on the date of billing.**

3.16 CONTRACT AGREEMENT

1. The successful bidder shall execute a formal contract with ITI Limited within specified period from the date of issue of Detailed Letter of Acceptance on a non-judicial stamp paper of appropriate value. The cost of non-judicial stamp paper shall be borne by the bidder.
2. Contract documents for agreement shall be prepared after the acceptance of bid. Until the final contract documents are prepared and executed, this Bidding Document together with the annexed documents, modifications, deletions agreed upon by ITI Limited and bidders acceptance there of shall constitute a binding contract between the successful Bidder and ITI Limited based on terms contained in the aforesaid documents and the finally submitted and accepted prices.
3. The Contract document shall consist of the following:
 - a) Form of Contract on non-judicial stamp paper
 - b) Original Bidding Document.
 - c) Amendments/corrigendum to Bidding Document issued, if any.
 - d) Letter of Acceptance.
 - e) Detailed Letter of Award (DLOA) along with enclosures.

3.17. SET OFF

Any sum of money due and payable to the Bidder/Clearing Agents (including Security Deposit returnable to them) under the contract may be appropriated by ITI Ltd. and set off against any claim of ITI Ltd. for the payment of a sum of money arising out of or under other contract made by the Clearing Agents with ITI Ltd.

3.18 SUBLETING OF THE CONTRACT

The Clearing Agents shall not sublet, transfer or assign the contract or any part thereof, without the previous written approval of ITI Ltd. The Bidder/Clearing Agents shall be responsible for the demurrage incurred and/or losses suffered by the ITI Ltd in case of their failure to abide by this condition.

3.19 CARTEL FORMATION

In case any Bidder is found to be involved in cartel formation, his bid will not be considered for evaluation/ placement of order. Such bidder will also be debarred from bidding in future.

3.20 SUMMARY TERMINATION

In the event of the Clearing Agents going into liquidation or winding up their business, or making arrangement with their creditors or failure to observe any of the provisions of the Contract, ITI Ltd. shall have the right to terminate the Contract forthwith, in addition to and without prejudice to any other rights or remedies. ITI Ltd. will also be entitled to claim from the Clearing Agents

any costs or expenses or losses that ITI Ltd. may incur by reasons of the breach of contract or part of the Contract. ITI Ltd. also reserves the right to divert the Clearance and Shipment of cargoes originally allotted from one Clearing Agent to any other Clearing Agent, as may be deemed fit and proper, any time during the pendency of the Contract at the sole expense, risk and responsibility of the former Clearing Agents in the event of the performance of the Clearing Agents from whom the work of Clearance shall be diverted is found to be unsatisfactory and is detrimental to the interest of the ultimate consignee. Such diversion shall be carried out at the discretion of ITI Ltd.

3.21 ARBRITRATION

In the event of any question, dispute or difference arising under these conditions or any special conditions of the contract, or in connection with this contract (except as to any matters, the decision of which is specially provided for by these or the special conditions), the same shall be referred to the sole arbitrator appointed by ITI Ltd., whether or not he is employee of ITI Ltd. The award of the arbitrator shall be final and binding on the parties to this Contract.

3.22 CORRUPT AND FRAUDULENT PRACTICES

3.22.1 Bidders are required to furnish the complete and correct information/ documents required for evaluation of their bids. If the information/ documents forming basis of evaluation is found to be false/ fake/ forged, the same shall be considered adequate ground for rejection of the bids and forfeiture of earnest money deposit.

3.22.2 ITI Limited requires that the bidder observes the highest standard of ethics during the execution of Contract. In pursuance of this policy, ITI Limited defines, for the purposes of this provision, the terms set forth below as follows:

- a) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and
- b) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of ITI Limited, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive ITI Limited of the benefits of free and open competition.
- c) "False/Fake" means to make or construct falsely. "Faked alibi" is a made, manufactured, or false alibi. Something that is not what is purports to be; counterfeit, an imposter.
- d) "Forgery" means the false making or the material altering of a document with the intent to defraud. A signature of a person that is made without the person's consent and without the person otherwise authorizing it. A person is guilty of forgery if, with the purpose to defraud or injure anyone or with knowledge that he is facilitating a fraud or injury to be perpetrated by anyone, the actor (i) alters any writing of another without his authority (ii) makes, completes, authenticates, executes, issues or transfers any writing, so that it purports to be the act of another who did not authorize that act or to have been executed at a time or place or in a numbered sequence other than was in fact the case, or to, be a copy of an original when no such original exists. Utters any writing which he knows to be false in a manner specified in (a) & (b) above.

3.22.3 ITI Limited may terminate the Contract if it discovers subsequently that the bidder had engaged in Corrupt Practices or Fraudulent Practices in competing for the Contract.

3.22.4 In case, the information/ document furnished by the bidder forming basis of evaluation of its Bid is found to be false / fake/ forged after the award of the Contract, ITI Limited shall have the right to terminate the Contract and get the remaining Works executed by a third party at the risk & Cost of the Contractor and without any prejudice to other

rights available to ITI Limited under the Contract such as forfeiture of the Contract Performance Bank Guarantee, withholding of payment etc.

3.22.5 In case, this issue of submission of false/fake documents comes to the notice after execution of the Works, ITI Limited shall have full right to forfeit any amount due to the bidder along with forfeiture of the Contract Performance Bank Guarantee furnished by the bidder. Further, any bidder which is found guilty of any Corrupt or Fraudulent Practice or submission of false/fake /forged documents, shall be put on the negative/holiday list of ITI Limited debarring them from future business with ITI Limited.

3.23. DISPROPORTIONATE/UNREASONABLE EXPENDITURE

If at any time direct expenditure made by the Bidder/Clearing Agents is considered unreasonable and quite out of the proportion to the services rendered, the same will be disallowed and the decision of the ITI Ltd. will be final and binding on the Clearing Agents and against which no appeal shall lie.

3.24 Details of independent External Monitor (IEM) appointment by ITI for integrity pact as under:

Shri S Javeed Ahmed, IPS (Retd.),
M-1101, Shalimar Gallant Apartment
Vigyanpuri, Mahanagar
Lucknow-226006

3.25 HOW TO BID/ BID SUBMISSION

3.25.1 ITI's Tender document can be downloaded from ITI web site www.italtd.in or CPP portal www.epublish.gov.in. The hard copy of the Tender document is not available for sale by ITI.

3.25.2 Tender document fee of Rs. 1,000/- (Rupees One Thousand Only) plus GST @18% (Total Rs. 1,180/-) shall be payable with the bid. This shall be submitted as a Demand Draft or through NEFT or bank transfer or Pay Order drawn at a Scheduled Bank/Post Office in favor of ITI Limited (N S UNIT), Dooravani Nagar, Bangalore - 560016, along with the bid document. A valid MSME certificate has to submit along with the bid for tender fee exemption. The Bank details for crediting/Transferring money to ITIL is as below.

Bank Name: State Bank of India,
Account No: 10137434814
IFSC CODE: SBIN0007085
Branch: Swasthya Vihar, New Delhi

3.25.3 The Tender document fee is non-refundable.

3.25.4 Bid shall be valid for at least 120 days from the due date of the tender/bid opening.

3.25.5 EMD is not required for this tender as per the Government of India Ministry of finance procurement policy division office memorandum dated 12 Nov 2020. However, bidder has to submit duly signed bid security declaration as per the Annexure-VII

3.25.6 The successful bidders shall submit a Performance Bank Guarantee (PBG) from a Scheduled Bank to ITI for an amount equal to 3% of the work awarded valid for two years. The PBG should be submitted latest within 7 days from the date of ITI's requisition (LOI). The validity of the PBG shall be extended in case of the extension of original delivery time lines of the project.

3.25.7 Bids in prescribed format shall be submitted through e-tendering process.

3.25.8 Financial bid to be submitted strictly as per the price bid format at Annexure-VIII. The financial bid/quote at any other place than designated, will make the bid liable for rejection.

3.25.9 Technical bid shall be having following details:

i. Tender document duly signed with seal.

- ii. All the documents & Annexures as per the eligibility criteria as per the clause No. 1.
- iii. All the documents & Annexures as per the clause No. 4
- iv. Tender document fee in the form for DD/Banker's Cheque/Pay order in case the tender document is downloaded from CPP/ITI portal.
- v. DD/Banker's cheque/pay order for EMD to be enclosed.

3.26 OTHER TERMS & CONDITIONS

1. The bidders must quote for all the items required as per format given in Tender Price bid at Annexure-VIII. In case any party fails to quote any of the items as per format, the highest rate quoted by any party will be applicable for that party for bid evaluation/comparison purpose only. The request afterward will not be considered.
2. Main criteria for awarding tender will be based on calculation of Grand Total arrived after applying the quoted rates for Group A, B & C indicated in clause No. 3.15.
3. The bidders are providing services for CHA, Warehouse & transportation, hence these three (i.e. CHA, warehouse agent and Transporter) have same meaning as bidder and used interchangeably in the tender.
4. Any documents/information the bidder thinks relevant to the offer may be attached thereto.
5. The offer should be valid for minimum 120 days from the due date of the tender.
6. Terms and conditions as laid down in this tender shall be part and parcel of the Contract. The interested bidder shall sign each page of the tender as acceptance of the terms and conditions and attach with the Technical Bid.
7. Offers should include all expenses including expenses incurred in connection with examination/inspection by Customs, shifting of goods for examination/delivery, photocopies of documents as asked in this tender, as no separate payment would be made for such expenses. No other charges apart from the quoted in price bid as per Annexure-VIII will be paid. Hence, the bidders may quote specifically against each item and see that no item is left out as indicated in the Price bid. However, the following actual expenses made by Clearing Agents as per vouchers issued by the competent authority will be reimbursed for the following (rates for which need not be included in the price bid):-
 - (a) Demurrage Charges other than that attributable to the agent's faults.
 - (b) Handling Charges as per Airport Authorities Regulations
 - (c) Survey Fees, if any.
 - (d) Custom Duty/Interest paid by the agent on behalf of ITI Ltd.
 - (e) Service Tax and other Statutory Charges, if any.
 - (f) Any other Expenditure made on behalf of ITI Ltd. duly authorized by ITI Officials.

Provisional list of statutory charges applicable at the time of Tender to the extent available is to be enclosed along with the Tender (Any Charges on this may also be notified as and when it is issued by the concerned agencies)

4. LIST OF DOCUMENTS TO BE SUBMITTED AS A PART OF THE BID

Check list of documents/information to be submitted with the bid:	
a.	Bidder's Profile as per Annexure-I
b.	Certificates of Incorporation.
c.	Memorandum & Articles of Association.
d.	Audited financial statements for the last 3 years. (2017-18, 2018-19 & 2019-20) and CA certificate in case of Unaudited report of 2019-20 with an undertaking to submit the audited report, soon it is available.
e.	Certificate from Statutory Auditor/CA specifying the Annual Turnover during last three years (2017-20).
f.	Experience Certificates: Copies of running Work Order / Agreements with Govt./Semi Govt/PSUs.
g.	Net Worth Certificate for the last 3 years (2017-20).
h.	GST Registration Certificate.
i.	Copy of PAN Card.
j.	CIN (Corporate Identity Number).
k.	Self-declaration in Annexure-IV . non barring from business on account of blacklisting etc.
l.	Authorization letter in the bidder's/company's letterhead authorizing the person signing the bid for this Tender and Power of Attorney (POA).
m.	Clause by clause compliance to all the terms and conditions as per Annexure-V
n.	Undertaking in letter head to indemnify ITIL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.
o.	Pre-Contract Integrity Pact Annexure –II
p.	Undertaking on the letter head that the bidder is not engaging child labour as per Annexure-VI .
q.	Form of bid securing declaration as per Annexure-VII
r.	Priced Bid as per Annexure-VIII
s.	An undertaking to submit PBG along with LOI acceptance for 3 % of the order value valid through defect liability period within 7 days' time.
t.	All other docs as mentioned in this Tender elsewhere

Note:

1. All the documents to be submitted separately with bid.
2. ITI Limited or its nominee reserves the right to cross check / validate the authenticity of the documents submitted and the information provided in the Pre-qualification and Eligibility criteria. The requisite support to prove the claims must be provided by the Bidder failing which the supporting document shall be taken as not proved followed with attached consequences of false claim.

Read, Understood and Agreed

Bidder's Sign with seal

5. INSTRUCTIONS FOR ONLINE BID SUBMISSION TO BIDDERS

e-Wizard is the complete process of eTendering, from publishing of tenders online, inviting online bids, evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://itilttd.euniwizarde.com>

The will invite for online Bids. Bidder Enrolment can be done using "Bidder Enrollment".

The instructions given below are meant to assist the bidders in registering on the e-Wizard Portal, and submitting their bid online on the portal as per uploaded bid.

More information useful for submitting online bids on the eNivida Portal may be obtained at: <https://itilttd.euniwizarde.com>

5.1 GUIDELINES FOR REGISTRATION:

1. Bidders are required to enrol on the e-Wizard Portal (<https://itilttd.euniwizarde.com>) or click on the link "**Bidder Enrollment**" available on the home page of ITI Ltd e-tender Portal by paying the Registration fee of Rs.2000/- + Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id ewizardhelpdesk@gmail.com, for activation of the account.

5.2 SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, you can pay the Tender fee

and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

5.3 PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
5. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click "New" to upload new documents.

5.4 SUBMISSION OF BIDS

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by ITI Ltd.
3. Bidder has to select the payment option as per the tender document to pay the tender fee / EMD as applicable and enter details of the instrument.
4. In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in

original by the said time, the uploaded bid will be summarily rejected.

5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. The uploaded bid documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
9. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

5.5 For any clarification in using eNivida Portal:

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact eWizard Helpdesk (as given below) for any query related to e-tendering.

Phone No. 011-49606060/8448288988/8448288980/9355030630/

Mail id: - ewizardhelpdesk@gmail.com

Bidder's Profile

1	Name in full under which the clearing agents is trading	
2	Address of Official Premises at Delhi with Mobile/Telephone No./E-mail ids/FAX	
3	Detail of other places where the clearing Agent is transacting business alongwith Mobile/Telephone/E-mail id/FAX	
4	Type of the company a) Public Limited b) Private Limited c) Partnership Concern d) Individual/Proprietary e) Any other (pl Specify)	
5	Whether bidder is a MSME?	
6	Whether you hold Custom License for handling Import/Export work at Delhi (Pl give details e.g. No. Place, Validity of the license)	
7	Address of the Partners/Proprietors of the clearing Agent's Firm/Concern and in case of Companies, Particulars of Managing Director or Chief Executive Officer	
8	How Long have you been in Clearing & Forwarding import/Export Business at Delhi	

9	Have you entered into Annual contracts for this nature of work with any clients? Pl give details, if space is insufficient, enclosed a sheet	
10	Please give your banker's Name and address. Pl produce a certificate from them of your financial standing	
11	Average No. of Consignments cleared during last 5 years i. At Air Cargo Terminal ii. At ICD TKD iii PPG	
12	What type of vehicles you possess for handling goods? Pl. give details	
13	Are your Lorries protected against Sun, Rain & Bad Weather? (Pl specify, How?)	
14	Do You have warehouse space in Delhi? If so pl. give details: i. Location of the warehouse: ii. Total storage space available: iii. Storage space which can be provided to ITI: iv. Storage area covered area:	
15	Do You have warehouse space at other locations mentioned in clause 2.3.1 Tender Document? If so pl. give details: i. Location of the warehouse: ii. Total storage space available: iii. Storage space which can be provided to ITI: iv. Storage area covered area: Attach separate, sheet if required.	
16	Do you have adequate material handling equipments at your Transit offices / State Border Offices for safe handling of the consignments, attach the list.	
17	Have you insured your warehouse and contents against fire, theft or any other risks?	

18	List of major customers: Names & address: Contact person with Tel/Fax etc.	
19	Do you have any objection if we refer/enquire about your performance from any of your clients?	
20	Whether you have EDI facilities in your office? (if yes, enclose proof in support)	
21	Service Tax Registration number/GST/PAN/TAN	
22	Are you Registered with Indian Bankers Association? If so, indicate your code no.	
23	Payment details of EMD Bank DD No. Date: Amount: Drawn On (Bank Details)	

I/We certify that to the best of my/our Knowledge, the particulars furnished above are true. It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.

Place :
Date :
Bidder's Company Seal :
Authorized Signatory's Signature :
Authorized Signatory's Name and Designation:

PRE-CONTRACT INTEGRITY PACT

Tender No. ITI/ASCON PH-4/21-24 Dated: 05.05.2021

BETWEEN:

ITI Limited, New Delhi having its Registered & Corporate Office at ITI Bhavan, Doorvaninagar, Bangalore – 560016 and established under the Ministry of Communication & IT, Government of India (hereinafter called the Principal), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall also include its successors and assigns, ON THE ONE PART

AND:

.....Represented byChief Executive Officer (hereinafter called the Bidder(s)/Contractor(s), which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors, & assigns of the bidder/contract ON THE SECOND PART.

Preamble

WHEREAS the Principal intends to award, under laid down organizational procedures, tender/contract for(name of the work). The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s)/Contractor(s).

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will **monitor** the tender process and the execution of the contract for compliance with the principles as mentioned herein this agreement.

WHEREAS, to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact, the terms and conditions of which shall also be read as integral part and parcel of the Tender Documents and contract between the parties.

NOW THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS STIPULATED IN THIS PACT THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS PACT WITNESSETH AS UNDER:

Section 1 – Commitments of The Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept,

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Bidder’s Sign with seal

for self or third person, any material or immaterial benefit which the personal is not legally entitled to.

- b. The Principal will, during the tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Act if there be a substantive suspicion in this regards, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its laid down Rules/Regulations.

Section 2 – Commitments of the Bidder/Contractor

- 2.1 The bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.
- a. The bidder(s)/Contractor (s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The bidder(s)/Contractor (s) will not enter with other bidders/contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non – submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The bidder(s)/Contractor (s) will not commit any offence under IPC/PC Act, further the bidder(s)/Contractor (s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The bidder(s)/Contractor (s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the bidder(s)/Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The bidder(s)/Contractor (s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.

- f. The bidder(s)/Contractor (s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The bidder(s)/Contractor (s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

Section 3 – Disqualification from tender process & exclusion from future contracts

- 3.1 If the bidder(s)/Contractor (s), during tender process or before the award of the contract or during execution has committed a transgression in violation of section 2, above or any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify bidder(s)/Contractor (s) from the tender process.
- 3.2 If the bidder(s)/Contractor (s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future tender/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the bidder(s)/Contractor (s) and amount of the damage. The exclusion will be imposed for a period of minimum one year.
- 3.3 The bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.
- 3.4 A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.
- 3.5 The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the bidder(s)/Contractor(s) shall be final and binding on the bidder(s)/Contractor(s), however the bidder(s)/Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.
- 3.6 On occurrence of any sanctions/disqualifications etc arising out from violation of Integrity Pact bidder(s)/Contractor(s) shall not entitled for any compensation on this account.
- 3.7 Subject to full satisfaction of the Principal, the exclusion of the bidder(s)/Contractor(s) could not be revoked by the Principal if the bidder(s)/Contractor(s) can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption preventive system in his organization.

Section 4 – Previous Transgression

- 4.1 The bidder(s)/Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of the Integrity Pact with any other company in any country confirming to the anti-corruption/transparency international (TI) approach or with any other Public Sector Enterprises/Undertaking in India of any Government Department in India that could justify his exclusion from the tender process.
- 4.2 If the bidder(s)/Contractor(s) make incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under section-3 of the above for transgressions of section-2 of the above and shall be liable for compensation for damages as per section-5 of this pact.

Section 5 – Compensation for Damage

- 5.1 If the Principal has disqualified the bidder(s)/Contractor(s) from the tender process prior to the award according to section 3 the principal is entitled to forfeit the Earnest Money Deposit/Bid Security/or demand and recover the damage equitant to Earnest Money Deposit/Bid security apart from any other legal that may have accrued to the Principal.
- 5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

Section 6 – Equal Treatment of all Bidders/Contractors

- 6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.
- 6.2 The bidder(s)/Contractor(s) undertakes to get this pact signed by its sub-contractor(s)/sub-vendor(s)/associate(s), if any, and to submit the same to the Principal along with the tender document/contract before signing the contract. The bidder(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its sub-contractor(s)/sub-vendor(s)/associate(s).
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this Integrity Pact or violate its provisions.

Section 7 – Criminal Charges against Violating Bidder(s)/Contractor(s)

- 7.1 If the Principal receives any information of conduct of bidder(s)/Contractor(s) or sub-contractor(s)/sub-vendor(s)/associate(s) of the bidder(s)/Contractor(s) which constitutes corruption or if the Principal has substantive suspicion in this regards, the Principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

Section 8 - Independent External Monitor(s)

- 8.1 The PRINCIPAL appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs their functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.
- 8.4 The Principal will provide the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.
- 8.5 The Monitor will submit a written report to the Chairman and Managing Director of the Principal within to weeks from the date of reference or intimation to him by the principal and should the occasion arise, submit proposals for correcting problematic situations.
- 8.6 If the Monitor has reported to the Chairman and Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman and Managing Director of the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8.7 The word '**Monitor**' would include both singular and plural.

Section 9 - Facilitation of Investigation

- 9.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all possible help to the Principal for the purpose of verification of the documents.

Section 10 - Law and Jurisdiction

- 10.1 This Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall be the seat of the Principal.
- 10.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Section 11 – Pact Duration

- 11.1 This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/guarantee period of the project/work awarded, to the fullest satisfaction of the Principal.
- 11.2 If the Bidder(s)/Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Bidder(s)/Contractor(s).
- 11.3 If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

Section 12 – Other Provisions

- 12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bengaluru.
- 12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.
- 12.3 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.
- 12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 12.5 Any disputes/difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this pact or interpretation thereof shall not be subject to any Arbitration.
- 12.6 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done
Read, Understood and Agreed Bidder's Sign with seal

mentioned in the presence of the witnesses:

For PRINCIPAL

For BIDDER(s)/CONTRACTOR(s)

.....
(Name & Designation)

.....
(Name & Designation)

Witness:

Witness:

1)

1)

2)

2)

NON-DISCLOSURE AGREEMENT (NDA)
(Between M/s. ITI Ltd & M/s)

This Agreement is made on.....day of.....between **M/s ITI Limited** a company incorporated under the Indian Companies act. 1956 and having its registered office at **ITI Bhawan, Doorvaninagar, Bangalore-560016** with CIN No: L32202KA1950GOI000640herein after called “ITI”

AND

M/s. xxxxx, a Company/LLP/Partnership Concern incorporated under the Companies Act, 1956/2013 or registered under partnership act 1932, having its Registered Office at, CIN No - (hereinafter referred to as “Bidder” which shall include its successors and permitted assigns, herein after referred to as Bidder; which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

The bidder and ITI are hereinafter also referred to individually as “Party” and collectively as “Parties”.

Background:

The Parties are evaluating and negotiating a potential contractual relationship, subject to mutually agreed definitive agreement, as per Tender No. -----due on issued by ITI Limited for PROVIDING SERVICES OF CUSTOM HOUSE AGENT(CHA) & LOGISTIC SUPPORT (WAREHOUSE & TRANSPORTATION) AT VARIOUS LOCATION.

- (A) ITI may in these evaluations and negotiations disclose certain Confidential Information (as defined below) to the bidder;
- (B) The Parties agree that the disclosure and use of Confidential Information is to be made on the terms of this Agreement.

The Parties agree as follows:

Whereas the bidder is a prospective party to bid for the execution of the work of custom house clearance & logistic support for ASCON-PH-IV. The bidder will be issued details pertaining to locations as well equipments which is highly classified and confidential information. The information is to protect from unauthorized use and disclosure.

In consideration of this, the bidder agrees as follows:-

1. This Agreement will apply to all information hereto pertaining to project ASCON Phase-IV disclosed by M/s ITI Ltd to the bidder in writing or otherwise. Information consists of location details, equipment details and /or technical information, and all copies and derivatives containing such information that may be disclosed to bidder for and during the Purpose. Information may be in any form or medium, tangible or intangible, and may be communicated / disclosed in writing, orally, or through visual observation or by any other means by ITI to the bidder.
2. The bidder shall use the information pertaining to this project only for the purpose and shall hold information in confidence using the same degree of care as it normally exercise to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the information and shall grant access to information only to its employees who have need to know, but only to the extent necessary to carry out the business purpose of this project as defined. The BIDDER shall cause its employees to comply with the provisions of this Agreement applicable and shall not reproduce

Read, Understood and Agreed

Bidder’s Sign with seal

information. The BIDDER may, however, disclose the information to its consultants as per need-to-know requirement, provided that by doing so, the BIDDER agrees to bind those consultants to terms at least as restrictive as those stated herein, advising them of their obligations and indemnify ITI Ltd for any breach of those obligations.

3. The BIDDER shall not disclose any information pertaining to this project to any third party.
4. The BIDDER recognized and agrees that all the information pertaining to this project is highly confidential and is owned solely by Ministry of Defence, Government of India and that the unauthorized disclosure or use of such confidential information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, the BIDDER agrees that ITI will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
5. The BIDDER’s failure to enforce any provision, right or remedy under this agreement shall not constitute waiver of such provision, right or remedy.
6. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.
7. This Agreement attached hereto constitutes the entire agreement with respect to the BIDDER’s obligations in connection with information disclosed hereunder.
8. The BIDDER shall not assign this Agreement without first securing ITI’s written consent.
9. This agreement will be in effect from the date of the disclosure of confidential information.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized officer or representatives.

M/s----- M/s ITI Limited

Signature _____ Signature _____

Printed Name _____ Printed Name _____

Title _____ Title _____

Witness No. 1 _____ Witness No. 1 _____

Name _____ Name _____

Witness No. 2 _____ Witness No. 2 _____

Name _____ Name _____

Read, Understood and Agreed

Bidder’s Sign with seal

UNDERTAKING THAT THE BIDDER HAS NOT BEEN BLACKLISTED/DEBARRED

(To be submitted on Non-Judicial Stamp Paper of Rs. 100/- duly notarized)

To,

<name and address>

Ref: Tender Ref. No.

dated

Subject: Declaration of Bidder being not blacklisted/debarred.

Dear Sir,

It is certified that our firm/company or any of our entity is not black listed/Debarred from doing business or put on holiday list etc by any Govt. Organization / Semi Govt. Organisations/PSUs for any reason. However, if we fail to complete the awarded work / fulfill the Tender conditions or if any of the information submitted by our company or its employee or associate, proves to be false, ITI Ltd shall be free to take action / black list our firm / company notwithstanding of taking any other legal action.”

Place :
Date :
Bidder's Company Seal :
Authorized Signatory's Signature :
Authorized Signatory's Name and Designation:

COMPLIANCE TO NO VARIANCE/DEVIATION IN BID

NAME OF WORK:

TENDER REF NO:

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Bidding Documents and Amendment(s)/ Addendum(s) to the Bidding Documents, if any, for subject work/tender issued by ITI Limited. We hereby further confirm that any terms and conditions if mentioned in our bid (Un-priced as well as Priced Part) shall not be recognized and shall be treated as null and void.

Place :
Date :
Bidder's Company Seal :
Authorized Signatory's Signature :
Authorized Signatory's Name and Designation:

UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR

NAME OF WORK:

TENDER REF NO:

I/ We hereby declare that:

- a) We are committed to elimination of child labour in all its forms.
- b) Neither we nor any of our authorised sub-contractor(s) are engaging Child Labour in any of our work(s) in terms of the provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable laws.
- c) We as well as our nominated sub-contractor(s) undertake to fully comply with provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable labour laws, in case the work is awarded to us.
- d) It is understood that if I/We, either before award or during execution of Contract, commit a transgression through a violation of Article b /c above or in any other form, such as to put my/our reliability or credibility in question, the Owner is entitled to disqualify us from the Tender process or terminate the Contract, if already executed or exclude me / us from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Owner. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in the guidelines for holiday listing of the Owner.
- e) I/We accept and undertake to respect and uphold the Owner's absolute right to resort to and impose such exclusion.

Place :
Date :
Bidder's Company Seal :
Authorized Signatory's Signature :
Authorized Signatory's Name and Designation:

Read, Understood and Agreed

Bidder's Sign with seal

FORM OF BID-SECURING DECLARATION

We, the undersigned declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition, failure to do so will automatically exclude us from being eligible for Bidding or submitting Bid in any contract with the employer for the period of three years if we are in breach of our obligation(s) under the term and condition prescribe for ticketing vide invitation letter no:

.....

- a) Have withdrawn our Bid during the period of Bid validity specified by the Bidder in the Form of Bid; or
- b) Having not accepted the correction of errors in accordance with the instructions to Bidders ITB or
- c) Having been notified of the acceptance of our Bid by the Employer during the period of Bid validity.
 - i) Fail or refuse to furnish the performance security in accordance with the ITT, or
 - ii) Fail or refuse to execute the contract in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of

- i) Our receipt of your notification to us of the name of the successful Bidder: or
- ii) Thirty (30) days after the expiration of our Bid.

Sign and Seal
 Name of Authorized Official
 Legal Stamp

Annexure-VIII						
Tender Ref No. ITI/ASCON PH-4/CHA&WH/21-24 Date: 05.05.2021						
<u>Price Bid</u>						
Name of the Bidder/Bidding firm/Company:						
Sl. No.	Item Description	Item in Group i.e. A, B & C	Quantity	Unit	Rate per Unit (in Rs.) Value in figure to be entered by the bidder	Minimum Value (in Rs.) Value in figure to be entered by the bidder
1	Agency Service Charge for Import/ Re-Import/ Export Clearance per consignment/ Bill of Entry basis where Bonding Operations are not involved inclusive of EDI/document filing charges. (Max. Rs.15,000/- per consignment)	A1	1	Kg		
2	Handling Charges: Loading & Unloading for 0-100 Kg (Max. Rs. 3500/- per consignment)	A21	1	Kg		
3	Handling Charges: Loading & Unloading for 101-500 Kg (Max. Rs. 3500/- per consignment)	A22	1	Kg		
4	Handling Charges: Loading & Unloading for 501-1000Kg (Max. Rs. 3500/- per consignment)	A23	1	Kg		
5	Handling Charges: Loading & Unloading for 1001-5000 Kg (Max. Rs. 3500/- per consignment)	A33	1	Kg		
6	Handling Charges: Loading & Unloading for above 5000 Kg (Max. Rs. 3500/- per consignment)	A34	1	Kg		
7	Warehouse Charges Per Kg per day for New Delhi	B1	1	Kg per day		
8	Warehouse Charges Per Kg per day for Jodhpur	B2	1	Kg per day		
9	Warehouse Charges Per Kg per day for Jammu	B3	1	Kg per day		
10	Warehouse Charges Per Kg per day for Tezpur	B4	1	Kg per day		
11	Tranportation Charges From New Delhi to Jodhpur	C1	1	Kg		
12	Tranportation Charges From New Delhi to Jammu	C2	1	Kg		
13	Tranportation Charges From New Delhi to Tezpur	C3	1	Kg		
14	Tranportation Charges within New Delhi/NCR (Max 50 Km)	C4	1	Kg		
15	Tranportation Charges within Jodhpur (Max 50 Km)	C5	1	Kg		
16	Tranportation Charges within Jammu (Max 50 Km)	C6	1	Kg		
17	Tranportation Charges within Tezpur (Max 50 Km)	C7	1	Kg		

NOTE:

1. BLANK & COLOR CELLS IN THE PRICE BID HAVE TO BE ENTERED BY THE BIDDER.
2. DO NOT CHANGE THE CONTENTS OF THE CELLS. PRICE BID IN OTHER FORMAT SHALL NOT BE ACCEPTED & BID IS LIABLE TO REJECT.
3. BIDDERS ARE REQUIRED TO QUOTE RATE FOR ALL THE ITEMS. IF ANY ITEM IS LEFT OUT (NOT QUOTED), MAXIMUM RATE QUOTED BY ANY BIDDER SHALL BE TAKEN FOR BID EVALUATION.

Read, Understood and Agreed

Bidder's Sign with seal