

TENDER NOTICE

INTERNATIONAL ISLAMIC UNIVERSITY ISLAMABAD (IIUI) invites sealed bids for Hiring of Services of Custom Clearing Agent for a period of 01 (one) year (extendable with the mutual consent of both the parties) from the reputable *firms* registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue **for clearance of Lab Equipments being purchased through imports for different Projects of IIUI.**

2. Bidding documents, containing detailed terms and conditions, etc. are available at Room No. 213, 2nd Floor, Administration Block, Sector H-10, New Campus International Islamic University, Islamabad. Bidding documents can also be downloaded from www.iiu.edu.pk and www.ppra.org.pk. Price of the bidding documents is **Rs. 1,000/- (Non-refundable)** in shape of Pay Order/Call Deposit/Bank Draft in favour of IIUI

3. The bids prepared in accordance with the instructions in the bidding documents, must reach on or before **07-11-2019 up-till 10:30 a.m** at Room No. 213, 2nd Floor, Administration Block, Sector H-10, New Campus IIUI. Bids will be opened on the same day i.e **07-11-2019 at 11:00 a.m** in the presence of the bidders/their representatives who may like to attend the opening ceremony.

4. International Islamic University Islamabad reserves the right to accept or reject any/all bid(s) in terms of Rule-33 of Public Procurement Rules 2004.

Javaid Rabbani,

Deputy Director (P&S)

Ph:9019255

INTERNATIONAL ISLAMIC UNIVERSITY ISLAMABAD

Purchase & Store Section, Admin Block, New Campus, Sector H-10, Islamabad.

Tel: 051-9019255 Fax: 051-9258073

Tender No. 17/11/2018/P&S-

Sub: **Tender Document for Clearing Agent for clearance of Lab Equipment being purchased through imports for different Projects of IIU**

"TERMS AND CONDITIONS"

[All pages (BoQs & Terms & Conditions) are mandatory to be signed / stamped, failing which the bid may be rejected.]

International Islamic University is importing various types of equipments for its projects on CPT Islamabad basis and wants to conclude contract for 01 (one) Year (extendable with mutual consent of both parties) with a reputable firm having professional expertise in the subject field. All desirous firms having NTN /Sales Tax No are requested to offer their rates with following terms and conditions for clearance of consignments from customs on the lines of BoQs. Sealed Quotations are invited for the purpose as per terms and conditions mentioned below which may be read thoroughly before submitting your offer:

1. Any addition, deletion or modification of any clause of the terms & conditions of International Islamic University Islamabad (IIUI) by any vendor will not be acceptable and may lead to rejection of the bid.
2. Firms registered with Income Tax, Sales Tax Department and who are on Active Taxpayers List (ATL) of FBR are eligible to participate in tender.
3. Documents along with Pay Order/Call Deposit/Demand Draft amounting to **Rs. 1000/-** as a tender documents fee (Non-Refundable) shall be submitted in favor of International Islamic University, Islamabad, to the address given below.
4. After opening of bids, International Islamic University, Islamabad will examine the bids for completeness as per tender document.
5. Agreement/Contract (**As per format attached at Annex-I**) will be executed with the lowest evaluated bidder on the basis of item wise/subtotal wise/grand total wise according to the nature of BoQs/Compatibility requirements.
6. International Islamic University Islamabad, will follow the PPRA rule of **Single Stage One Envelope procedure**;

7. Bidders cannot challenge the findings of the evaluation or ask for reason of disqualification.
8. The bid should be submitted in a sealed envelope up to **07-11-2019** on or before **10:30 a.m** and will be opened on the same date **at 11:00 a.m** in the presence of available bidders.
9. The envelope should be marked as under;
Deputy Director (P&S)
Room No. 213, 2nd Floor, Admin Block,
Sector H-10, New Campus
International Islamic University, Islamabad.
Tel: 051-9019255
10. The envelope shall also bear the word **"CONFIDENTIAL"** and following identification quotation **"Hiring of Clearing Agent for clearance of Lab Equipment being purchased through imports for different Projects of IIUI"**
11. The bid form (BoQs) must be duly filled in, stamped and signed by the authorized representative of the bidder.
12. All prices should be valid for at least **15 Months** Withdrawal or any modification of the original offer within the validity period shall entitle IIUI to forfeit the earnest money in favor of the IIUI and / or put a ban on such vendor participation in IIUI tenders / works.
13. It is the sole responsibility of the bidder / agent / firm to comply with the applicable laws, be national or international.
14. Rates of each item/process be quoted and complete package price will also be quoted. In order to avoid mixing of processes, firm low in complete package will be preferred.
15. Certificate from organizations where services are being provided must be attached.
16. Custom clearance charges will be paid by clearing agent at the time of release of equipment at the Airport/Dryport and will forward bill to this office for payment purpose subsequently.
17. Demurrage charges due to late clearance of equipment on Airport/Dryport will be paid by the clearing firm/agent and no force majeure will be applicable.
18. The firm will make elaborated arrangement for urgent/timely clearance of equipment from concerned Airport/Dryport. In case the firm fails to clear the equipment, the equipment will be got cleared through 3rd party or under IIU arrangement. The difference of rate will be recovered on Risk and Cost of the Firm.

19. International Islamic University, Islamabad (IIUI) is an Educational Institution and exempted from payment of custom duties and sales tax under Government of Pakistan Tariff No. 9915. While submitting proposal CPT, please indicate applicable taxes/duties separately so that the contract is concluded keeping in view the applicability/ exemption of these taxes/duties, accordingly.

20. In case of any dispute, decision of the President, IIUI will be final and binding upon the parties.

21. **The bidder is required to furnish in form of "CDR" an amount of Rs.100,000/- (Re-fundable) as Earnest/Security Money in favor of "International Islamic University Islamabad. Any bid not accompanied by Earnest Money shall be rejected without any right of appeal.**

22. International Islamic University Islamabad reserves the rights to accept or reject the bid if;

- i. Received later than the date and time fixed for tender submission
- ii. The tender is unsigned/ unstamped
- iii. The offer is ambiguous
- iv. The offer is conditional
- v. Offer is made by the unauthorized agent/firm/service provider.
- vi. The offer is from a firm, which is black listed by any Govt. Office.
- vii. The offer is received by telephone/telex/fax/telegram.
- viii. Any unsigned / ambiguous erasing, cutting / overwriting etc. is made.
- ix. The Company Profile, client list and detail of similar projects/works is not attached.

23. The bidder should furnish a **CERTIFICATE** on judicial STAMP PAPER worth Rs. 100/- as worded below in token of acceptance of all the terms and conditions of the tender. Otherwise the tender will not be considered under any circumstances.

I / We

- Company / Vendor Name: _____
- Postal Address: _____
- Tel. No: _____ Mob No. _____
- NTN# : _____ GST#: _____

The undersigned certify that our above named Firm/Company is not blacklisted by any Govt. Office and the terms and conditions as contained in this document, viz "**Terms and Conditions**" are accepted unconditionally.

Sign & Stamp

Note:

1. Terms & Conditions and BoQs should be attached with the proposal, otherwise your tender/bid(s) may be rejected.
2. Please also attach the Certificate supporting being Active Taxpayer as per requirement of FBR.

BoQ for clearance of Lab Equipment being purchased through imports for different Projects of IIU

Sr. No.	Items Description	Rates (Rs.)		Remarks
		Minimum Per Consignment	On Value of Consignment (Maximum upto Rs.20,000/-)	
1.	Agency Charges/Handling/clearance charges on CPT Import Equipment			
2.	Delivery Order Charges			
3.	Godown/Storage Charges			
4.	C.A.A Charges			
5.	Duties & Taxes/ Gate Pass Charges			
6.	Loading/ Unloading Charges			
7.	Fork Lifter Charges, if udes			
8.	Transportation Charges			
9.	Packing / Repacking Charges			
10.	Bill of Entry / Shipping Bill Fee			
11.	Punjab Revenue Authority CESS Duty 0.9% of total value of consignment			
12.	IGM De-Blocking/Amendment Fine			
13.	No Invoice Fine			
14.	Weboc Token charges			
15.	Stamp Duty			
16.	Container Detention			
17.	Sales Tax (@16%)			
18.	Prior Release			

(Annex-I)

**CONTRACT/AGREEMENT FOR HIRING OF SERVICES OF CUSTOM CLEARING AGENT FOR A PERIOD OF
01 (ONE) YEAR (EXTENDABLE WITH THE MUTUAL CONSENT OF BOTH THE PARTIES)
FOR CLEARANCE/RELEASE OF EQUIPMENTS**

This Agreement is made on _____ at Islamabad.

BETWEEN

M/S International Islamic University, Islamabad, Pakistan, H-10, Islamabad
(thereinafter referred to as the University which expression, wherever the context so admits shall mean and include its successors and assignees) of the one part through its President empowered and authorized to enter into and to sign this agreement.

AND

M/S _____ (thereinafter referred to as the (Custom Clearing Agent) which expression, wherever to context so admits shall mean and include its successors administrators and assignees) of the second part through its Chief Executive empowered and authorized to enter into and to sign this agreement.

WHEREAS the first party is International Islamic University, Islamabad (IIUI) being a legal entity established under the Act of the Parliament and the President of the University has fully authorized his representative to execute this agreement.

WHEREAS the first party will hire the services of second party for clearance/release of imported equipment against their following quoted rates:

Sr. #.	Items Description	Rates (Rs.)	
		Minimum Per Consignment	On Value of Consignment (Maximum upto Rs.20,000/-)
1.	Agency Charges/Handling/clearance charges on CPT Import Equipment		
2.	Delivery Order Charges		
3.	Godown/Storage Charges		
4.	C.A.A Charges		
5.	Duties & Taxes/ Gate Pass Charges		
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13.	No Invoice Fine		
14.	Weboc Token charges		
15.	Stamp Duty		
16.	Container Detention		
17.	Sales Tax (@16%)		
18.	Prior Release		

WHEREAS the First Party has agreed to execute an agreement with the Second Party for clearance/release of imported equipment against their quoted rates and the second party also agreed to provide their services for the same on the following terms and conditions:

- i. That this agreement is for a period of **ONE YEAR** (Extendable with the mutual consent of both parties) from the date of signing of this agreement.
- ii. It is the sole responsibility of the bidder / agent / firm to comply with the applicable laws, be national or international.
- iii. Custom clearance charges will be paid by clearing agent at the time of release of equipment at the Airport/Dry port and will forward bill to this office for payment purpose subsequently.
- iv. Immediately on receipt of complete import documents from the University before arrival of the shipment, clearing agent shall complete all formalities necessary for clearance from Custom Authorities promptly and expeditiously in order to avoid any delay in clearance of consignment.
- v. The clearing agent shall receive consignment arriving from abroad at Islamabad Airport/Dry port for clearance of the same from Customs Authorities and subsequently supervise its loading into vehicles for onward dispatch to the site.
- vi. The clearing agent shall arrange to complete delivery orders in all respects from the shipping agent immediately on arrival of the shipment.
- vii. The clearing agent shall take acknowledgement in writing from Store Section of IIUI that the goods duly cleared from Customs have been handed over to the Store Officer in exact quantity and sound condition.
- viii. Demurrage charges due to late clearance of equipment on Airport/Dry Port will be paid by the clearing firm/agent and no force majeure will be applicable.
- ix. The firm will make elaborated arrangement for urgent/timely clearance of equipment from concerned Airport. In case the firm fails to clear the equipment, the equipment will be got cleared through 3rd party or under IIUI arrangement. The difference of rate will be recovered on Risk and Cost of the Firm.
- x. The clearing agent will also clear any consignment coming through DHL if the University so desires.
- xi. That the first party will inform to the second party and formally issue an authority letter for clearance/release of imported equipment and the second party shall be bound to clear and deliver at the designated place of the first party.
- xii. Wherever University enjoys concession in Custom Duty, Sales Tax, surcharge etc as an educational institution, it will be sole responsibility of the clearing agent for availing such concessions.

- xiii. Security Money deposited by the Clearing Agent will be refunded after successful completion/expiry of contract after adjustments, if any. No interest/dividend will be claimed on this amount. If the Clear Agent fails to fulfill the terms & conditions of this agreement/contract, the Security deposit will be forfeited.
- xiv. Payment: The clearing agent shall submit bills in triplicate along-with original sales tax invoices receipt/vouchers for each consignment soon after delivery of material at IIUI site and IIUI shall make payment of the clearing agent's bills if found in order as per quoted rates within 30 days from the date of submission.
- xv. Penalties: In case of default at any time by clearing agent in carrying out the required job in terms of this agreement, the IIUI reserves the right to terminate/cancel this agreement without any notice and assign the job to any other party at the clearing agent's risk and cost and to recover from him all excess expenditures incurred in this regard.
- xvi. Sublet: The clearing agent shall not sublet the contract for clearing of imported consignment to another party.
- xvii. In case of any dispute with regard to this Agreement, the matter shall be referred to the arbitrator and with the consent of the parties the President of the International Islamic University is a sole arbitrator whose decision shall be final and binding on both the parties and shall not be challengeable in any Court of Law.

In witness whereof, the parties have set their hands on this Agreement on _____.

Signed by:

Signed by:

For and on behalf of the First Party
Second Party

for and on behalf the

In the presence of:

Witness,

Signature: _____

Name: _____

Address: _____

Date: _____

In the presence of:

Witness

Signature: _____

Name: _____

Address: _____

Date: _____