

Online Bids

(Through E-Procurement Portal of CPPP)

are invited

for

Empanelment of Custom Clearing & FreightForwarding Agents

Tender No.: IIT (BHU)/IPCELL/CHA/2023-24/527 dated 27.10.2023

Last Date of Submission: 17/11/2023

Tender opening date: 20/11/2023



**Institute Purchase Cell
Indian Institute of Technology
(Banaras Hindu University)
Varanasi-221005
E-mail: ipcell@itbhu.ac.in**

**INDIAN INSTITUTE OF TECHNOLOGY
(BANARAS HINDU UNIVERSITY) VARANASI – 221005**

DEPARTMENT: Institute Purchase Cell, IIT(BHU), VARANASI- 221 005

Advertised Tender Enquiry Documents

(NOTICE INVITING TENDER)

IIT (BHU) Varanasi invites online tender for empanelment of Custom Clearing & Freight Forwarding Agents of the Institute. The details are as follows:

Sl. No.	Tender No. and Last Date	Specifications & Quantity of the item	Earnest Money Deposit to be submitted
1.	Tender No.: IIT (BHU)/IPCELL/CHA/2023-24/527 dated 27.10.2023 Last Date of Submission: 17/11/2023	Empanelment of Custom Clearing & Freight Forwarding Agents	BID SECURITY DECLARATION Annexure I

Tender Documents may be downloaded from Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>. Tenderers can access tender documents on the CPP Portal. Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <http://eprocure.gov.in/eprocure/app> as per the schedule given in the next page.

Aspiring Bidders who have not enrolled / registered in e-procurement should enroll / register before participating through the website <http://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission'.

No manual bids will be accepted. All quotation (both Technical and Financial should be submitted in the E- procurement portal).

The Tender should be addressed to **The Registrar, Indian Institute of Technology (Banaras Hindu University), Varanasi – 221005, U.P.**, and should be submitted online on or before the date and time of Bid opening date as mentioned in critical date sheet.

The Institute shall not be responsible for any delay in submitting online Bids. The Institute reserves the right to accept or reject any bid, cancel the Tender without assigning any reason thereof. No correspondence in this regard will be entertained.

**The Registrar
Indian Institute of Technology
(Banaras Hindu University)
Varanasi – 221005**

**INDIAN INSTITUTE OF TECHNOLOGY
(BANARAS HINDU UNIVERSITY) VARANASI – 221005**

DEPARTMENT: Institute Purchase Cell, IIT(BHU), VARANASI- 221 005

TENDER DOCUMENT FOR: Empanelment of Custom Clearing & FreightForwarding Agents

CRITICAL DATA SHEET

Name of Organization	Indian Institute of Technology (Banaras Hindu University), Varanasi -221005
Tender <small>Type/Open Limited FOI Auction/Single</small>	Open
Type/Form of Contract (Work/Supply/ Auction/ Service/ Buy/ Empanelment/ Sell)	Service
Date of Issue/Publishing Original Tender	27/10/2023 (06:00 PM)
Document Download Start Date	27/10/2023 (06:00 PM)
Document Download End Date	17/11/2023 (04:00 PM)
Pre-Bid Meeting Date* *Queries, if any, to be discussed, before the date of Pre-Bid meeting for consideration.	02/11/2023 (04:00 PM)
Corrigendum, if any	--
Last Date and Time for Uploading of Bids	17/11/2023 (04:00 PM)
Date and Time of Opening of Technical Bids	20/11/2023 (04:00 PM)
Tender Processing Fee (including GST as applicable)	Rs. 1,180/- (For Tender Processing Fee) (To be paid through RTGS/NEFT) as per the following details: Name of Account - Registrar, IIT(BHU) Name of the Bank - State Bank of India Name of Branch - IT, BHU, Varanasi Account No. - 32778803937 IFSC Code - SBIN0011445 The proof of payment must be enclosed with Technical Bid. Both the transactions should be done separately.
EMD (Earnest Money Deposit)	Rs. Nil/- (For EMD submit Bid Security Declaration)
No. of Covers (1/2/3/4)	02
Bid Validity days	180 days (From last date of opening of tender)
Address for Communication	The Registrar, Indian Institute of Technology (Banaras Hindu University), Varanasi – 221005, U.P.
E-mail Address	ipcell@itbhu.ac.in

**INDIAN INSTITUTE OF TECHNOLOGY
(BANARAS HINDU UNIVERSITY) VARANASI – 221005**

DEPARTMENT: Institute Purchase Cell, IIT(BHU), VARANASI- 221 005

TENDER DOCUMENT FOR: Empanelment of Custom Clearing & Freight Forwarding Agents

INVITATION FOR BIDS

1. Online bids are invited from eligible bidders for the following:

Sl. No.	Tender no.	Specifications & quantity of the item	Earnest Money Deposit (EMD)
1.	Tender No.: IIT (BHU)/IPCELL/CHA/2023-24/527 dated 27.10.2023 Last Date of Submission: 17/11/2023	Empanelment of Custom Clearing & Freight Forwarding Agents	BID SECURITY DECLARATION Annexure I

1. Interested eligible Bidders may obtain further information from IIT (BHU) website: www.iitbhu.ac.in/iitnotifications/purchase_enquiries/ or from Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app>.
2. Intending bidders are advised to visit IIT(BHU)website www.iitbhu.ac.in/iitnotifications/purchase_enquiries/ and CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of BID submission of tender for any corrigendum / addendum/ amendment.
3. Bidders are required to submit the scan copy of payment receipt details of Tender processing fees payment at the time of Bid Preparation.
4. This Tender Document contains the following:
 1. Instructions for Online Bid Submission
 2. Instruction to Bidders
 3. General conditions of contract (GCC)
 4. Special Condition of Contracts
 5. Checklist for Bid/Tender submission
 6. Declaration Certificate
 7. Technical specifications for the complete project (Annexure 1)
 8. Compliance Sheet

SECTION 1: INSTRUCTION FOR ONLINE BID SUBMISSION

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app>.

1. Registration

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
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 from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs 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 / eToken.

2. Searching for Tender Documents

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

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. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection 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 / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
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, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" 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.

4. Submission of Bids

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid 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.
3. Bidder has to select the payment option as "on-line" to pay the tender processing fee as applicable and enter details of the instrument. Whenever, Tender processing fees is sought, bidders need to pay the tender processing fee on-line through RTGS.
4. A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white coloured (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.
5. 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.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

5. Assistance to Bidders

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 CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

6. General Instructions to the Bidders

1. The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app> . In the Technical Bids, the bidders are required to upload all the documents in **.pdf format**.
2. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".
3. Tenderer are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

Indian Institute of Technology (Banaras Hindu University) a leading Institution of National importance established by an Act of Parliament Vide Notification no. F.No.8-5/2008-TS.I (Vol.-IV) from Ministry of Human Resource Development (now Ministry of Education), Govt. of India, the Institutes of Technology (Amendment) Act, 2012 (No.34 of 2012) has come into force on 29th day of June 2012 and consequently, the erstwhile Institute of Technology, BHU has become Indian Institute of Technology (Banaras Hindu University), Varanasi w.e.f. June 29, 2012 to cater the entire need of technical higher education national and international level. Indian Institute of Technology (Banaras Hindu University) imports equipments, chemicals and other materials worth approximately Rs. 5.00 to 20.00 crores every year. These materials are used for teaching and research purposes. As per current policy of Government of India, Indian Institute of Technology (Banaras Hindu University) is exempted from custom duty on producing 'Custom Duty Exemption Certificate' issued by the Registrar, IIT(BHU) against the Registration number allotted to University by the Department of Scientific & Industrial Research, Ministry of Science & Technology, Govt. of India.

To achieve the same, online tenders are invited for empanelment of Custom Clearing & Freight Forwarding Agents of the Institute for the above activities for a period of one year which will be extendable beyond one year based on satisfactory performance.

Imports:

1. Annual import in terms of value would be around **Rs. 5.00 to 20.00 crores**. However, no commitment can be given.
2. In terms of quantity of cargo, the consignments would be about **100-150** approximately in a year out of which 95% are air consignments and balance sea consignments.
3. Approximately 80% of consignments are **CIP/CIF**.
4. No specific value of each consignment can be given but it could range anything between

Rupees **One Thousand to Rupees Ten Crores and above.**

5. No specific weight of each consignment can be given, but it could be **about a kg and the largest be about a ton or more.**
6. Our import is on the basis of an Open General License (OGL). As per Govt. of India Notification No. 51/96 Custom dtd. 23rd July 1996, IIT (BHU) VARANASI is exempted from Custom duty **on case to case basis** for all research equipments.

Exports & Re-exports :

The Institute has to re-export the defective/wrongly dispatched items for repair and return to the foreign suppliers.

The rates for this tender are to be submitted as per enclosed Section 5, whereas the terms and conditions governing the tender will be as per Section 4. All the bidders are specifically required to confirm the acceptance of these terms and conditions without which offers cannot be considered. You are requested to submit your detailed quotation on the basis of the particulars furnished above for imports and exports through CPP Portal.

The Institute reserves the right to accept or reject any or all offers without assigning any reason thereof.

SECTION 2 – ELIGIBILITY CRITERIA

The agency should provide the following documents, failing which their applications shall be summarily rejected:

1. The bidder should have Certificate of Registration of firm for a minimum period of **15** years. **Copy of Certificate of Incorporation/Registration Certificate of the firm** must be enclosed in the technical bid.
2. The bidder must have Registered office situated in Varanasi. **Documents to ascertain local office shall be the registered document of the title of the premises of the registered office, in the name of the company; or the notarized copy of lease / rent agreement in the name of the company.** The relevant document must be enclosed in the technical bid.
3. The bidder should have **VALID Consolidation and Custom House Agent (CHA) License** in their own name (single name). Copy of valid CHA license duly attested by the Custom Officer/ Public Notary must be enclosed in the technical bid.
4. The bidder should be a member of the **International Air Transport Association (IATA)** and the **International Federation of Freight Forwarders Associations (FIATA)**. Copy of current membership's certificates must be enclosed in the technical bid.
5. IIT (BHU) VARANASI will not pay any demurrage for **CIP/CIF**. If demurrage and penalty are charged on consignment, then it will not be paid even if delay is on part of IIT (BHU) VARANASI except Force majeure. An undertaking to the effect that the bidder will provide **DEMURRAGE AND PENALTY FOR SUBMITTING LATE BILL OF ENTRY** shall be furnished. Undertaking must be enclosed in the technical bid as per format- **Annexure A1**.
6. The bidder must be **never** blacklisted/ suspended by any public procurement entity like govt. depts./ PSUs/ autonomous bodies. There should not be any service related disputes or legal cases pending with any organisation/ govt. depts./ banks in India or abroad. The undertaking must be enclosed in the technical bid as per format - **Annexure A2**.
7. The Bidder should accept Tender Terms & Conditions. Undertaking must be enclosed in the technical bid as per format - **Annexure A3**.
8. Experience: The bidder must have experience in its own name in the field of customs clearance, freight forwarding and consolidation related to handling advance scientific equipments, Hi- Technology instruments, consumables like reagents, highly perishable goods, dangerous and radioactive goods, etc. with at least **3 to 5** educational institutes like IITs, ICMR, CSIR, TIFR and Universities etc. The bidder should have experience in clearing consignments under Notification No. 51/96-Customs and its subsequent amendments for a period of total five years during last ten years.

A certificate indicating successful completion of the contract should be submitted as per the enclosed format-**Annexure A4**.

9. Self-declaration towards providing **local support service** at IIT (BHU) VARANASI to collect documents shall be enclosed in the technical bid as per format-**Annexure A5**.
10. The bidder should have a minimum Annual Turnover of 5 crores during last two financial years i.e. **F. Y. 2021-22 & F. Y. 2022-23**. Details as per **Annexure A6** must be enclosed in the technical bid.
11. Bidder's Information must be duly filled and submitted in the technical bid as per format-**Annexure A7**.
12. A list of overseas consolidators must be submitted in the technical bid as per format-**Annexure A8**.

SECTION 3 – INSTRUCTIONS TO BIDDERS

1. Preparation and Submission of offers:

- a. The Quotation must be submitted on CPP Portal in online mode only. No other mode of submission will be entertained.
- b. **The quotation must be submitted for both services i.e. Custom Clearing and Freight Forwarding, failing which tender will be REJECTED.**

2. Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Purchaser shall not be held responsible or liable for those costs incurred regardless of the conduct or outcome of the bidding process.

3. Validity of the Bid:

180 Days from the last date of submission of bid.

4. Amendments to Tender Document :

- a. At any time prior to the deadline for submission of bids, IIT (BHU) VARANASI may, for any reason, whether on its own initiative or in response to the clarification sought by a prospective BIDDER may modify the bid document by issuing the necessary corrigendum on CPP Portal.
- b. All prospective BIDDERS who have downloaded the tender document are requested to visit CPP Portal and IIT (BHU) VARANASI website for any amendments/modifications and make a note of the same, which will be binding on them.

5. Copy of the **PAN CARD** of the firm must be enclosed in the technical bid.

6. **GST Registration Certificate** of the firm must be enclosed in the technical bid.

7. Deadline for Submission of Bids :

Bids must be received by IIT (BHU) VARANASI before the due date and time through online mode on CPP Portal.

8. Bid Opening Process:

- a. The Technical Bid will be opened in the first instance in the presence of the Central Purchase Committee of the Institute through CPP Portal in online mode.
- b. Financial bids of only those bidders, whose bids are found technically qualified, by the Technical Evaluation Committee, will be opened in the presence of the Central Purchase Committee of the Institute through CPP Portal in online mode.

9. Confidentiality:

- a. Information relating to the evaluation of bids, and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on contract award is communicated to all Bidders. On completion of Technical Evaluation by the Committee, Vendors whose offer do not meet with the users Technical Specification will be restricted to participate in commercial bid opening process. Information regarding the criteria for disqualification of the tender would be communicated to the bidder on CPP Portal in online mode.
- b. Any attempt by a Bidder to influence the Purchaser in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.

10. Evaluation of Bid:

- a. IIT (BHU) VARANASI will evaluate technical and commercial acceptable offers on a landed netPrice basis.
- b. In case any BIDDER is silent on any clauses mentioned in this tender documents, IIT (BHU) VARANASI shall be construed that the BIDDER had accepted the clauses as per the invitation to tender no further claim will be entertained.
- c. No revision in the terms and conditions quoted in the offer will be entertained after the last date and time fixed for receipt of tenders.

11. Corrupt & Fraudulent Practices:

- a. IIT (BHU) VARANASI requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,
The terms set forth below are defined as follows:
 1. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of in kind/value to influence the action of a public official in the procurement process or in contract execution;
 2. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 3. "Collusive practice" means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non-competitive levels; and
 4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
- b. IIT (BHU) VARANASI will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

12. Cancellation of Tender :

- i) Notwithstanding anything specified in this tender document, Purchaser / IIT (BHU) VARANASI in his sole discretion, unconditionally and without assigning any reasons, reserves the right:
 - (a) To accept OR reject lowest tender or any other tender or all the tenders.
 - (b) To accept any tender in full or in part.

- (c) To reject the tender offer not confirming to the tender terms.
- ii) Purchase preference to Public Sector Undertakings and MSEs wherever applicable shall be provided as per govt. policy/ guidelines.
- iii) Offer which deviates from the vital conditions (as illustrated below) of the tender shall be rejected:
 - (a) Non-submission of complete offers as mentioned in the tender document,
 - (b) Receipt of offers in open condition.
 - (c) Conditional Tenders and Unsigned Tenders.

13. Delivery:

- a. Consignments will have to be delivered, as far as possible, during OFFICE HOURS (**on any working day between 9:30AM to 6.00 PM**).
- b. Urgent consignments etc. (as intimated by IIT (BHU) VARANASI) will have to be delivered even beyond office hours and on holidays, etc. to ensure their ACTIVITY/SAFETY. All items should be handled following proper safety precautions.

SECTION 4 – TERMS AND CONDITIONS

1. NOMENCLATURE :

For all purposes hereafter, Indian Institute of Technology BHU having its office at Varanasi-221005 will be referred to as “IIT (BHU) VARANASI”. Similarly, bidder’s/party's name will be referred to as “Custom house Agent (CHA)”.

2. AWARD OF CONTRACT AND EMPANELMENT:

- a. The L1, L2 and L3 bidders will be empanelled for **two years** to the below conditions. Contract will be awarded to L1 bidder initially for a period of **two years** at the quoted rates. L2 and L3 bidders will also be awarded the contract for **two years on the L1 rates and terms and conditions**. However, the CHA work may be given to L2 and L3 at the discretion of IIT (BHU) VARANASI. All the rates quoted should be valid for **two years**.
- b. Contract will be awarded to only those agents providing both the services i.e. Freight forwarding and custom clearing.
- c. The empanelled agents shall abide by all the Terms & Conditions of the Tender Document.
- d. **At actual rates will not be allowed for the rates requested in the Commercial bid. If agent quotes at actual rates then such bid will be disqualified.**
- e. **Bidders are requested to quote all inclusive charges in Commercial Bid. No other charges should be quoted separately. No other charges will be paid extra.**
- f. The Performance of the empanelled agent will be reviewed annually / half yearly during contract period and IIT (BHU) VARANASI reserves right to include new agents (CHA) or remove empanelled agents from contract based on performance, if necessary.
- g. IIT (BHU) VARANASI reserves the right to terminate the contract at any time by giving 3 months prior notice.

3. NATURE OF WORK:

- a. Handling and clearing imports of all cargoes and articles of all kinds including components, consumables, scientific instruments, equipments, spares, chemicals, hazardous & dangerous cargo etc. and any other cargo which may be imported by IIT (BHU) VARANASI from time to time.
- b. The documents required for clearance of the consignments shall be collected by your representative within 24 hours of the telephonic intimation from our Office at Varanasi.
- c. The successful bidder shall render all assistance to “IIT (BHU) VARANASI” in filing claims towards consignments short-shipped or damaged, during transit, or misplacement and non-traceable cargo at Airlines Godown/Port Trust Godown.
- d. The successful bidder shall render all services as and when necessary and as directed by IIT (BHU) VARANASI, and they shall also perform all such auxiliary and incidental services and operations as may be necessary in the course of performing the Contract and as indicated by IIT (BHU) VARANASI.

4. VOLUME OF WORK:

IIT (BHU) VARANASI will not provide any guarantee with respect to the volume of work which will be entrusted to the successful bidder at anytime or throughout the period of the Contract.

5. DUTIES AND RESPONSIBILITIES OF CLEARING AGENT:

- a. Instructions for clearance will be issued by IIT (BHU) VARANASI giving particulars of the cargoes to be cleared, name of the steamer/ AWB details, Customs Call notice and place of delivery or dispatch details along with all the relevant dispatch documents.
- b. On receipt of the instructions and subject to availability of all dispatch documents as required by Port, Carriers and Customs and filling of manifest by Carriers/their agents, CHA will prepare the Bill of Entry and all the necessary papers and file the same with Customs and Port Trust/Airport authorities for expeditious clearance of the consignment. If the particulars relating to the cargo furnished in the instructions are not sufficient, CHA will take steps that are necessary for obtaining the required particulars from the authorities or bodies concerned. In the event of non-availability of any document or any document being inadequate, CHA will execute, at the cost of IIT (BHU) VARANASI, the necessary Indemnity bond or guarantee or other documents as may be necessary for immediate clearance and obtain delivery of the cargoes in the shortest possible time.
- c. **Inspection of packages and insurance survey:** It is incumbent on Clearing House and Forwarding Agent to carefully examine all the packages marked for customs examination of each consignment with the respective invoices and measurement/packaging list etc. If, at the time of physical examination of the consignment, any damage or loss of goods is noticed, the same shall be immediately brought to the notice of IIT (BHU) VARANASI and also arrange an Insurance Surveyor for surveying the consignment. Custom House Clearing and Forwarding Agent will pay fee of the Surveyor and bear expenses for carrying on the survey and the expenditure will be reimbursed to Custom House Clearing and Forwarding Agent on submission of valid receipts. The agent should ensure the packing of material in good condition before accepting the material from the supplier to avoid damages.
- d. CHA shall be fully responsible for the finalisation of the Bills of Entry from the time they are filed with the Customs, **Bills of Entry assessed provisionally should be finalised within 24 hours from the date** of clearance and any hold up for want of documents etc. for such finalisation should be promptly brought to the notice of IIT (BHU) VARANASI.
- e. **Late filing of Bill of Entry:** IIT (BHU) VARANASI will not be responsible for penalty levied by the custom (as per Custom Notification) for late filing of Bill of Entry. **CHA will be responsible for late filing Bill of Entry.** If penalty is charged on consignment then it will not be paid by IIT (BHU) VARANASI. An undertaking should be submitted to the effect that the CHA will not charge **PENALTY** to IIT (BHU) VARANASI. (Annexure A1).
- f. **Liaison with IIT (BHU) VARANASI:** CHA shall maintain close day-to-day liaison with IIT (BHU) VARANASI with regard to the processing of the Bill of Entry, CHA shall get done any amendments required for Marks and Numbers on Bill of Entry. Regarding finalisation, any difficulty experienced by CHA or any queries raised by Customs requiring clarifications by IIT (BHU) VARANASI, should be immediately brought to the notice of IIT (BHU) VARANASI. Where Customs issue instructions for drawl of samples before assessment for further test and analysis or requirements of catalogue/literature, write-up or any other data, the same should be done within 3 days keeping IIT (BHU) VARANASI informed of the

action and subsequent progress.

- g. **Short landing of cargo:** Whenever any short landing of cargo is noticed, CHA shall be required to file "Not found" notice with the Port authorities and apply within the stipulated period obtain and lodge claims on Steamer/Airline agents with necessary documents within the prescribed time. If landing charges/Customs duty in respect of short landed packages/ bundles/cargoes has already been paid, CHA shall automatically apply for refund of proportionate/whole landing charges and/or Customs duty and the matter will be perused by CHA, till the claim is finally settled. CHA will have to make good to IIT (BHU) VARANASI any loss incurred due to negligence or failure on their part to take any of the above actions.
- h. **Loss/ Damage/ Misplacement of Shipments:** It is incumbent on CHA to examine carefully all packages of each consignment landed from Steamer/Aircraft with the respective Invoices and measurement /Packing list and whenever, during landing/unloading or clearance or at the time of delivery, any damages or loss of goods are noticed, then CHA shall inform IIT (BHU) VARANASI and promptly apply for insurance. **CHA is also required to arrange insurance cover for the consignments. CHA should quote accordingly in the commercial bid. Insurance should also cover CIF shipment (from Domestic Port/Airport to IIT (BHU) VARANASI). It is mandatory to submit Insurance policy along with the bills for processing payment.** CHA will be responsible to arrange proper Survey Reports correlating correct documents/items to the relevant cases and ensure that the damaged packages are properly repacked in the presence of IIT (BHU) VARANASI representative before dispatch to final destination. CHA will not dispatch, without repacking, any packages/consignments unless otherwise authorized by IIT (BHU) VARANASI in writing. **IIT (BHU) VARANASI representative whenever necessary will associated with the Survey.**

Where cargoes have landed from Steamer/Aircraft, but are subsequently not traceable/missing in the godowns, CHA shall be required to file "Not found" Notice with the Port authorities within the statutory period. The Steamer/Airline should also be notified simultaneously. When CHA are unable to locate such "Not found" cargoes within a week, CHA shall employ with IIT (BHU) VARANASI's consent and cost, specialized firms for locating such cargoes in the godown. If the cargoes are found later with damages/losses/discrepancies, Airline surveys and arrange for repacking as enumerated in relevant clause. If the cargoes are not found **within one month**, CHA shall automatically apply for refund of proportionate/whole landing charges and/or Customs duty, if already paid, and the matter will be perused by CHA till the claim is finally settled.

Where the consignment is insured by IIT (BHU) VARANASI apart from survey enumerated above, Insurance Survey with IIT (BHU) VARANASI coordination, would also be arranged by the bidder.

CHA will be responsible for all losses or damages to cargoes, direct or consequential for negligence or failure to exercise due care in the matter of dispatch/delivery of the cargo, CHA shall be held responsible in case delivery/dispatch is effected wrongly, i.e. contrary to IIT (BHU) VARANASI instructions and for all losses or damages to the cargo or infructuous expenditure, direct or consequential, as a result thereof.

- i. **Delivery at IIT (BHU) VARANASI:** After obtaining delivery, CHA will either move the cargoes to CHA's godown or deliver the same to IIT (BHU) VARANASI through appropriate Transport Carrier and obtain receipt for having safely delivered.

Where consignments are bulky and heavy, CHA will inform IIT (BHU) VARANASI and the Transport Carrier specified by IIT (BHU) VARANASI, the probable date of delivery at least a day or two in advance, so that the cargo could be cleared and dispatched directly from the Dock/Airport unless otherwise advised by IIT (BHU) VARANASI in writing to be moved to CHA's godown.

Unloading and distribution of consignment(s) at the Institute will be the Agent responsibility and unloading should be made in the presence and supervision of the Institute staff. Only Insurance approved transporters i.e. the transporters should have documentations as per the approved norms of insurance company, be engaged in order to avoid any problem on

occurrence of any untoward incidence.

- j. All documents pertaining to the import consignments such as AWB/Bill of Lading, Customs Attested Invoice, Bill of Entry copies etc. should be submitted by CHA to IIT (BHU) VARANASI within fifteen days from the date of effecting clearance.
- k. **Follow-Up of Shipments:** Copy of the order placed by IIT (BHU) VARANASI on foreign supplier will be forwarded to CHA. It is the sole responsibility of the CHA to follow up the matter with its foreign associates and foreign supplier to ship the goods within delivery schedule.
- l. If Supplier sent consignment through DDU, the CHA has to clear the consignment.

6. MODE OF PAYMENT:

- a. GST will be as applicable.
- b. CHA will have to pay all inspection, landing, handling, carting, postal charges, warehouse rent/demurrage charges, freight charges etc. and all other allied Port Trust/Airport charges to the concerned authorities.
- c. CHA will then claim the amounts, so paid, in their bills duly supported by the receipts issued by the authorities concerned.
- d. Necessary payment receipt should be promptly submitted by CHA in settlement of advances. The warehouse/demurrage charges will however be reimbursed by IIT (BHU) VARANASI provided there is no fault of Clearing Agent & provided he has taken all measures to see that items are cleared within the free time allowed by Air India/Airport Authority of India/Port authority of India.
- e. The Clearing Agent will pay Customs duty upto Rs. **2,50,000/-** per consignment. If the customs duty exceeds beyond this limit, **IIT (BHU) VARANASI will arrange for the payment through ICEGATE to Customs.**

7. CUSTOMS DUTY & REFUND CLAIM:

- a. As per Govt. of India Notification No. 51/96 Custom dtd. 23rd July 1996, IIT (BHU) VARANASI is exempted from Custom duty **on case to case basis** for all research equipment. IIT (BHU) VARANASI shall provide all documents necessary as per this notification. In the cases, where such documents are not available, CHA shall try their best to clear the consignment against Indemnity Bond to be provided by us. In cases where Customs are not accepting the bond, IIT (BHU) VARANASI shall pay the Customs duty "under protest". In such case, IIT (BHU) VARANASI shall apply for refund & CHA will have to assist us & peruse our claim with the concerned authorities at the Office of Collector of Customs/Appellate Tribunal of Customs.
- b. CHA shall make every effort to clear consignments within the free period without payment of warehouse/demurrage charges. However, in case of payment warehouse/demurrage charges, justification for the same (including date wise action taken by CHA) with explanatory data shall be given by CHA.
- c. CHA shall have to clear the consignments within 24 hrs. as per government norms (Airport Authority of India/Customs/ or Port Trust etc.). In case of any delay beyond CHA's control, CHA shall have to give detailed justifications as to why consignments could not be cleared in time for our consideration.
- d. In case of short landed and untraceable packages/cargoes, CHA shall automatically apply for refund of all charges, including Customs duty.
- e. In case of freight charges, IIT (BHU) VARANASI will arrange to register refund claims with Steamer/Airline agents where excess freight has been charged on account of excess declaration of weight/measurement or for any other reason such as wrong declaration of class of goods, status of freight etc.

- f. In case of port charges, where amounts have been paid by CHA in excess of what is actually due, IIT (BHU) VARANASI will have the right to admit and reimburse only such amounts which are actually due and restrict the bill amounts accordingly. The responsibility to claim refund of such amounts, i.e. amounts paid in excess of actual dues and not admitted by IIT (BHU) VARANASI, from the concerned authorities shall rest entirely with CHA.

8. SUBMISSION OF BILLS FOR PAYMENT:

- a. The rates for payment to CHA for services rendered will be paid as per Schedule of Rates under Section 5 of the Contract.
- b. Bills for the other work done will be submitted by CHA to IIT (BHU) VARANASI as per the terms of agreement with **documentary proof**.
- c. In respect of all CHA's bills, payment will be made within one month of receipt, provided that bills are in order and complete in all respects.

9. EARNEST MONEY DEPOSIT (EMD) & SECURITY DEPOSIT:

- a. The Bid Securing Declaration Form (EMD) shall be submitted with the bid through CPP Portal. If the proof of Bid Securing Declaration Form as EMD is not received along with the technical bid, such bid will not be considered.
- b. Bidders registered with any of the following agencies/ bodies as per Public procurement policy for Micro & Small Enterprises (MSE) order 2012 are exempted categories from payment of EMD provided that the registration certificate issued by any one of these below mentioned agencies must be valid as on close date of tender. Micro small or medium enterprises who have applied for registration or renewal of registration with any of these agencies/bodies but have not obtained the valid certificate as on close date of tender are not eligible for exemption.
 - i. Khadi and Village Industries Commission (KVIC)
 - ii. National Small Industries Corporation (NSIC)
 - iii. Any other body specified by Ministry of MSME/GOI

10. MAINTENANCE OF RECORDS, SUBMISSION OF STATEMENTS ETC.

- a. CHA shall maintain the record of consignments handled by them and any other record according to the instructions of IIT (BHU) VARANASI from time to time.
- b. A register giving full particulars of consignments entrusted to CHA for import clearance, cleared

and dispatched/delivered shall be maintained and made readily available to IIT (BHU) VARANASI.

- c. CHA will have to furnish to IIT (BHU) VARANASI **Monthly Progress Report** giving details such as (i) Our Purchase Order No. (ii) Brief description of item and quantity (iii) Airway Bill No. and (iv) Date when documents are handed over to CHA and date of landing in Varanasi (v) Date of clearance and delivery to IIT (BHU) VARANASI (vi) Remarks; in case of inordinate delay in clearing the consignment, the reason for the same.

11. GENERAL:

- a. CHA will have to arrange complete clearance and dispatch of cargoes for imports for which instructions/documents have been issued to CHA upto and including **last date of contract** including finalisation of all Customs and Port formalities relating to Vessels/Aircraft arrived or landed or sailed on **last date of contract**. You will be paid upto the point of completion of all outstanding/assigned work in terms of the Contract.
- b. The CHA shall be fully conversant with the relevant provisions of the carriage of goods by Sea-Air Act, the Port Trust/Airport Authorities Act, the Customs Act and other Acts/Rules/Procedures etc. and all amendments thereto as are obtained and in force at the time of effecting clearance and take such steps as are necessary and perform all the duties which they are bound to do under the above Acts to ensure that the interests of IIT (BHU) VARANASI are fully protected in the clearance of cargoes entrusted to them.
- c. In the case of strikes/riots/fire/civil commotions etc. in and around Varanasi Port/Airport causing disputes/stoppage of work, CHA will endeavour to clear all the consignments immediately when such cause is over within the free period permitted by the concerned authorities. In exceptional cases, it will be matter for submission by CHA which will be considered on merits.
- d. For the purpose of operation of this Contract, only the holidays as observed by Port/Airport and Customs authorities shall be recognised as closed holidays of you and all other holidays declared by CHA on their own shall not be recognised.
- e. The Director, IIT (BHU) VARANASI, reserves the right to accept or reject any offer without assigning any reasons thereof. The jurisdiction of disputes if any at any stage will be the competent courts in Varanasi only.

SECTION 5 – COMMERCIAL BID**I. PERCENTAGE OF DISCOUNT ON IATA RATES**

Sr. No.	Description	%
1	Percentage of Discount on IATA rates (irrespective of weight slabs)	

Note:-

- A copy of IATA TACT book is to be submitted to IIT (BHU) VARANASI every six months.
- Rates quoted are for **CIP/CIF** shipments. All terminal charges, screening, handling charges payable to airline/shipping line at origin will be additional. In case of any shipment on EXW basis, prior approval shall be taken for pick-up charges which will be payable on actual basis.
- Rate/ discount quoted above is only on basic air freight charge. Other surcharges vis a vis Fuel/Security surcharge/ Hazardous cargo surcharge (Dangerous goods surcharge) will be paid at actual.
- Airline D.O. charges/ Break bulk fee per HAWB shall be paid at actual. Charges collect fee (CCF) shall be paid as per IATA rules.
- Air freight rates for Over dimensional cargo/ Dangerous goods/ Perishable/ Back to back cargo will be at actuals. DG fee wherever applicable will be at actual payment made to airline as per supporting MAWB copy.
- Insurance survey, if required, shall be arranged and charges for the same shall be reimbursed at actual as per surveyor bill.
- Exchange rate applicable will be **SBI T/T selling rate** as on date of arrival of shipment at Varanasi port/airport.

II. CLEARANCE CHARGES**A. Air Consignment**

(Including Agency Charges, Transportation Charges, Packing & Repacking, Loading at port & Unloading at IIT (BHU) VARANASI site/lab/location, Crane/Forklift Charges, labor charges, handling fee, Terminal Charges, Airline/Forwarders DO and all other charges. Goods & Service Tax (GST) & any other government taxes enforced by the Government will be paid at actuals)

Sr. No.	Weight Slabs	Value in INR
1	Upto 50 kg	
2	51 to 100 Kg	
3	101 to 250 Kg	
4	251 to 500 Kg	
5	Above 500 Kg (Per kg rate)	

B. Sea Consignment

(Including Agency Charges, Transportation Charges, Packing & Repacking, Loading at port & Unloading at IIT (BHU) VARANASI site/lab/location, Crane/Forklift Charges, labor charges, handling fee, Terminal Charges, Shippingline DO, CFS charges and all other charges. Goods & Service Tax (GST) & any other government taxes enforced by the Government will be paid at actuals)

Sr. No.	Description of charges	Value In INR
	From Varanasi Port	
1	Up to 2 MT vehicle carrying capacity	
2	Up to 7 MT vehicle carrying capacity	
3	Up to 9 MT vehicle carrying capacity	
4	20 FT vehicle carrying capacity (returnable basis)	
5	40 FT vehicle carrying capacity (returnable basis)	

III. INSURANCE CHARGES

Sr. No.	Description	%
1	Insurance charges in % of Purchase Order Value/Export Invoice Value	

Note:-

- a. **Any deviation in Commercial Bid will not be accepted.**
- b. **For Exports, rates quoted for Air Freight Charges will be considered.**
- c. Consignments will have to be delivered, as far as possible, during OFFICE HOURS (**on any working day between 9:30AM to 6.00 PM**).
- d. Urgent consignments etc. (as intimated by IIT (BHU) VARANASI) will have to be delivered even beyond office hours and on holidays, etc. to ensure their ACTIVITY/SAFETY. All items should be handled following proper safety precautions.
- e. Manpower for loading/unloading will have to be arranged by CHA. Equipments/items may be required to be moved at specified lab/locations/site. Handling of heavy items may require a larger labour force. Safety of the equipment and the persons involved in doing so will be CHA's responsibility. CHA has to arrange location survey in advance.

CRITERIA FOR CALCULATION OF L1

Each bidder, depending upon his quoted rates will be given marks as per the below-mentioned criteria. Bidder with maximum total marks shall be selected.

Sr. No.	Category	Maximum Marks	Criteria for calculating marks
1	Percentage of discount on IATA rates	40	Bidder with highest discount percentage will get maximum marks. Rest of the bidders will be given marks proportionately depending upon their respective discount percentage. Marks = (Bidder's percentage/ Highest percentage)*Max marks
2	Clearance charges (Air Consignment)	Upto 50 kg	Bidder with lowest rate/percentage will get maximum marks. Rest of the bidders will be given marks proportionately depending upon their respective rate/percentage. Marks = (Lowest rate/Bidder's rate)*Max marks For Insurance charges, Marks = (Lowest percentage/Bidder's percentage)*Max marks
3		51 to 100 Kg	
4		101 to 250 Kg	
5		251 to 500 Kg	
6		Above 500 Kg (Per kg rate)	
7		Up to 2 MT vehicle carrying capacity	
8	Clearance charges (Sea Consignment)	Up to 7 MT vehicle carrying capacity	5
9		Up to 9 MT vehicle carrying capacity	5
10		20 FT vehicle carrying capacity (returnable basis)	5
11		40 FT vehicle carrying capacity (returnable basis)	5
12	Insurance charges in % of Purchase Order Value/Export/Invoice Value	10	
Maximum Total Marks		100	

Note:- 1. The lowest bidders (L1, L2 and L3) in the financial evaluation will be declared on qualifying marks (highest to lowest), as decided by the Central Purchase Committee.

2. The financial bid rank, showing in the BOQ comparative chart generated by Central Public Procurement Portal (CPPP), will not be considered for evaluation.

SECTION 6 – ANNEXURES

ANNEXURE A-1 – DECLARATION OF DEMURRAGE, PENALTY AND INSURANCE

(On Company / firm's Letterhead)

To,
The Registrar
IIT (BHU), Varanasi- 221005, UP

Date :

Sir,

Re: Tender No. IIT (BHU)/IPCELL/CHA/2023-24/527 dated 27.10.2023 for “Empanelment of Custom Clearing & Freight Forwarding Agents”.

I/we carefully gone through the Terms & Conditions contained in the above referred Tender. I/we hereby declare that my company / firm will provide **DEMURRAGE FREE SERVICE to IIT (BHU) VARANASI** for **CIP/CIF**. I agree that, If demurrage is charged on these consignment then it will not be charged to IIT (BHU) VARANASI even if delay is on part of IIT (BHU) VARANASI except Force majeure.

I/we hereby declare that my company / firm shall be fully responsible for the finalisation of the Bills of Entry from the time they are filed with the Customs I agree that, If penalty is charged on these consignment then it will not be charged to IIT (BHU) VARANASI even if delay is on part of IIT (BHU) VARANASI except Force majeure.

I/we hereby declare that my company / firm shall be fully responsible to **arrange insurance for the consignments and will submit insurance policy along with the bill.**

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

ANNEXURE A-2 – DECLARATION REGARDING CLEAN TRACK BY BIDDER
(On Rs. 100/- Non-Judicial Stamp Paper)

To,
The Registrar
IIT (BHU), Varanasi- 221005, UP

Date :

Sir,

Re: Tender No. IIT (BHU)/IPCELL/CHA/2023-24/527 dated 27.10.2023 for “Empanelment of Custom Clearing & Freight Forwarding Agents”.

I/we carefully gone through the Terms & Conditions contained in the above referred Tender. I/we hereby declare that my company / firm is not currently debarred / black listed or no legal case pending by any Government/Semi Government Organizations / Institutions in India or abroad. I/we further certify that I'm competent officer in my company / firm to make this declaration.

Or

I/we declare the following

Sl. No.	Country in which the company is debarred / blacklisted / case is pending	Black listed / debarred by Government / Semi Government Organizations / Institutions	Reason	Since when and for how long

(NOTE : In case the company / firm was blacklisted previously, please provide the details regarding Period for which the company / firm was blacklisted and the reason/s for the same)

Yours faithfully

(Signature of the Bidder)
Printed Name
Designation
Seal

**ANNEXURE A-3 : DECLARATION FOR ACCEPTANCE OF TENDER TERMS AND
CONDITIONS**

(On Company / firm's Letterhead)

To,
The Registrar
IIT (BHU), Varanasi- 221005, UP

Date :

Sir,

Re: Tender No. IIT (BHU)/IPCELL/CHA/2023-24/527 dated 27.10.2023 for “Empanelment of Custom Clearing & Freight Forwarding Agents”.

I/we carefully gone through the Terms & Conditions as mentioned in the above referred Tender document. I /we declare that all the provisions of this Tender are acceptable to my company. I /we further certify that I'm an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date :

Business

Address

:

ANNEXURE A-4 : DECLARATION REGARDING COMPLETION OF CONTRACTS

(On Company / firm's Letterhead)

To,
The Registrar
IIT (BHU), Varanasi- 221005, UP

Date :

Sir,

Re: Tender No. IIT (BHU)/IPCELL/CHA/2023-24/527 dated 27.10.2023 for “Empanelment of Custom Clearing & Freight Forwarding Agents”.

I/we hereby declare that, our firm M/s_____was completed contract in same services with following institutes/organizations (supported by copy of completion certificates) :

- i)
- ii)
- iii)

I/We also enclosed these certificates which bear the name and telephone nos. of the authorized signatory.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date :

Business Address :

Encl : As above

ANNEXURE A-5 : DECLARATION FOR PROVIDING LOCAL SUPPORT SERVICE

(On Company / firm's Letterhead)

To,
The Registrar
IIT (BHU), Varanasi- 221005, UP

Date :

Sir,

Re: Tender No. IIT (BHU)/IPCELL/CHA/2023-24/527 dated 27.10.2023 for “Empanelment of Custom Clearing & Freight Forwarding Agents”.

I/we carefully gone through the Terms & Conditions as mentioned in the above referred Tender document. I/we hereby declare that I will provide **Local Support Service** to IIT (BHU) VARANASI.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date :

Business Address :

ANNEXURE A-6 : DECLARATION OF ANNUAL TURNOVER

(On Company / firm's Letterhead)

To,
The Registrar
IIT (BHU), Varanasi- 221005, UP

Date :

Sir,

Re: Tender No. IIT (BHU)/IPCELL/CHA/2023-24/527 dated 27.10.2023 for “Empanelment of Custom Clearing & Freight Forwarding Agents”.

I/we hereby declare that, our firm's Annual Turnover as follows, and I/we have also supported an Audited Accounts for your references :

F. Y. 2021 – 22	F. Y. 2022 – 23

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date :

Business Address :

Encl : As above

ANNEXURE A-7 : BIDDER'S INFORMATION

Details of the Bidders :		
1	Name of the Company	
2	Address of the Company	
3	Local Address of the Company	
4	Status of the Company (Public Ltd./ Pvt. Ltd.)	
5	Details of the Incorporation of the Company	
6	GSTIN No.	
7	State of GST Registration	
8	Permanent Account No. (PAN)	
9	Name & Designation of the Contact person to whom all references shall be made regarding this tender	
10	Telephone No. (with STD Code)	
11	Email Address of the contact person	
12	Fax No. (with STD Code)	
13	Website	

ANNEXURE A-8 : LIST OF OVERSEAS CONSOLIDATORS
(On Company / firm's Letterhead)

To,
The Registrar
IIT (BHU), Varanasi- 221005, UP

Date :

Sir,

Re: Tender No. IIT (BHU)/IPCELL/CHA/2023-24/527 dated 27.10.2023 for “Empanelment of Custom Clearing & Freight Forwarding Agents”.

I/we hereby mention the following List of Overseas Consolidators with our firm :

Sr. No.	Name of Overseas Consolidators	Address of Overseas Consolidators with country name	Name of Contact Person	Tel No., Fax No. & Email ID

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date :

Business Address :

Encl : As above

ANNEXURE A-9 : CHECKLIST

Empanelment of Custom Clearing & Freight Forwarding Agents

The following items must be checked before the Bid is submitted:

1. Part "A"

- a) Submission of Bid Securing Declaration Form (EMD).
- b) Eligibility Criteria Responses (each pages duly sealed and signed by the authorized signatory)
- c) Annexure A1 : Declaration of Demurrage, Penalty and Insurance
Annexure A2 : Declaration Regarding Clean Track by Bidder
Annexure A3 : Declaration for Acceptance of Tender Terms and Conditions
Annexure A4 : Declaration regarding Completion of Contracts
Annexure A5: Declaration for providing Local Support Service
Annexure A6 : Declaration of Annual Turnover
Annexure A7 : Bidder's Information
Annexure A8 : List of Overseas Consolidators
- d) Copy of this Tender document duly sealed and signed by the authorized signatory on every pages.

2. Part "B"

- a) Commercial Bid

Your quotation must be submitted in two parts **Technical Bid (Part A) and Commercial Bid (Part B) in pdf files on CPP Portal with Tender No. & Due Date.**

FORMAT OF BANK GUARANTEE FORM

1. This guarantee should be furnished by a Nationalized Bank / scheduled Bank, authorized by RBI to issue a Bank Guarantee.
2. This bank guarantee should be furnished on stamp paper of Rs. 100/-
3. The stamp paper should have been purchased in the Name of the Bank executing the Guarantee.
4. **In the case of foreign bidder, the B.G may be furnished by an international reputed bank acceptable to the PURCHASER countersigned by any Nationalized / Scheduled Bank in India authorized by Reserve Bank of India.**

DATE:

BANK GUARANTEE NO:

Ref.: _____

**To,
The Registrar,
Indian Institute of Technology (BHU),
Varanasi-221005**

Dear Sirs,

In accordance with your "Invitation to Bid" under your Tender No: _____
M/s: _____ herein after called the Contractor/supplier,
with the following Directors on their Board of Directors / partners of the firm.

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |

Agrees for the contract/supplies:

As an irrevocable **Bank** Guarantee for an amount of
Rs. _____ (in words and figures) valid for
_____ days from _____ is required to be submitted by
the Contractor/Supplier which amount is liable to be forfeited by the purchaser in the event of 1) the
withdrawal or revision of the offer by the Bidder as a condition within the validity period. (2) non-
acceptance of the Letter of Intent / purchase order by the bidder when issued within the validity period.
(3) failure to furnish the valid contract performance guarantee by the bidder within one month from the
receipt of the purchase order and (4) on the happening of any contingencies mentioned in the bid
documents such as _____.

We, the _____ **Bank** at _____
having our Head office at _____ (Local address)
Guarantee
and undertake to pay immediately on first demand by IIT (BHU) the amount
of _____ (in figure and
words) without any reservation., protest, demur and recourse. Any such demand made by the Purchaser
shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the
purchaser.

The guarantee shall be irrevocable and shall remain valid up to _____ (This date should be 6 months after execution of the order). If any further extension of this guarantee is required the same shall be extended to such required period (not exceeding one year) on receiving instruction from M/s. _____ on whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand and stamp on this _____ day of _____ at _____ witness _____.

WITNESS

(Signature).....

Name in (Block letters)

Designation

(Staff Code No.)

(Bank's common Seal)

Official address:

Attorney as per power of Attorney No.

Date:

Empanelment of Custom Clearing & Freight Forwarding Agents

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)/ PERFORMANCE SECURITY

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED COMMERCIAL BANKS (WHETHER SITUATED AT VARANASI OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT VARANASI)

To,
The Registrar,
Indian Institute of Technology (BHU),
Varanasi-221005

LETTER OF GUARANTEE

WHEREAS Indian Institute of Technology (BHU), Varanasi (Buyer) has invited tender vide Tender No..... dated..... for purchase of AND WHEREAS the said tender document requires that eligible successful bidder (seller)..... wishing to supply the equipment / machinery, etc. in response thereto shall establish an irrevocable Performance Bank Guarantee in favour of “The Registrar, Indian Institute of Technology (BHU), Varanasi” in the form of Bank Guarantee for Rs..... **(10% of the contract value)** and the Performance Bank Guarantee shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the seller, including warranty obligations from the date of issue of Performance Bank Guarantee and the eligible successful bidder (the seller) shall submit the same within 30 (Thirty) days from the date of Award of Contract.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said bidder (seller) fails to abide by any of the conditions referred to in tender document / Award of Contract / performance of the equipment / machinery, etc. this Bank shall pay to Indian Institute of Technology (BHU), Varanasi on demand and without protest or demur Rs (Rupees.....).

This Bank further agrees that the decision of Indian Institute of Technology (BHU), Varanasi (Buyer) as to whether the said bidder (Seller) has committed a breach of any of the conditions referred in tender document / Award of Contract shall be final and binding.

We, (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the bidder (Seller) and/ or Indian Institute of Technology (BHU), Varanasi (Buyer). **Notwithstanding anything contained herein:**

1. Our liability under this Bank Guarantee shall not exceed Rs.
(Indian Rupees only).
2. This Bank Guarantee shall be valid up to(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IIT (BHU), Varanasi serve upon us a written claim or demand on or before(date). This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at (Address of local branch).

Yours truly,
Signature and seal of the guarantor:
Name of Bank:
Address:
Date:

(Letterhead of the bidder)
Bid Securing Declaration Form

To

(insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with IIT(BHU), Varanasi for a period of two years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity or its extended period, if any; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity

(i) fail or refuse to execute the contract, if required, or

(ii) fail or refuse to furnish the Performance Bank Guarantee, in accordance with the Instructions to Bidders.

c) If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid; or

d) If there is a discrepancy between words and figures quoted by the bidder then in that case the amount quoted in words will be treated as final.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: _____

(Insert signature of person whose name and capacity are shown in Bid Securing Declaration)

Name: _____

(insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of *(insert complete name of Bidder)*

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a consortium, the Bid Securing Declaration must be in the name of all partners to the consortium that submits the bid)

Empanelment of Custom Clearing & Freight Forwarding Agents