



**Indian Institute of Technology Bhilai (IIT Bhilai)**  
**GEC Campus, Old Dhamtari Road, Sejbahar, Raipur, Chhattisgarh, India – 492015**

[www.iitbhilai.ac.in](http://www.iitbhilai.ac.in)

**NOTICE INVITING TENDER**

Indian Institute of Technology Bhilai (IIT Bhilai), an autonomous body under the Ministry of Education, Govt of India invites e-bid for **“Engagement of Custom House Agent for Customs Clearance of Import Consignments at IIT Bhilai”**. Tender Documents may be downloaded from the IIT Bhilai Website or Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)).

Annual imports value would be around Rs. 15-20 crores approximately. In terms of quantity, the consignments would be about 20 in a year. As per Govt. of India Notification No. 51/96 Custom, IITBH is exempted from Custom duty and IGST (substituted under Notification No. 43/2017) for all research equipment. No specific description of any consignment can be given. Our import is on the basis of Open General License (OGL). Institute sometimes may have to re-export the defective/ wrongly dispatched items for repair and return to the foreign Supplier. For this purpose, permission from Reserve Bank of India, packing, repacking, transportation, arranging Insurance (door to door), Customs formalities etc. are to be arranged. You are requested to submit your detailed quotation after consideration of the above. Bidders are advised to submit duly filled bids as per the following schedule given:

Invitation for Bids (IFB) No & date	IITBh/Goods/Admin/2021-22/221R Dated: 01/03/2022
Place of Supply etc.	Indian Institute of Technology Bhilai GEC Campus, Old Dhamtari Road, Sejbahar, Raipur-492015, Chhattisgarh
Bid Submission Start date	March 2, 2022, 1100 Hrs
Last Date of Submission of Bids	March 14 , 2022, 1500 Hrs
Date of Opening of Technical Bids	March 15, 2022, 1515 Hrs
Tender Fee & EMD	Tender Fee - Rs. 500/- & EMD - Rs. 30,000/-* to be payable through SBI i-collect Link <a href="https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=646425">https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=646425</a> Step1. Click Check Box to proceed for payment. Step2. Select S and P Tender Fee and EMD. Step3. Fill all Details and Submit (This online payment receipt may be provided in the on line Technical e-bid) MSE's are exempted from the payment of EMD, in place of EMD, Bid Security Declaration (in Annexure-H) should be submitted.
Place of Opening of Technical Bids	Online - E-procurement Portal
Contact information (Tender Inviting Authority)	Administrative Advisor Indian Institute of Technology Bhilai, GEC Campus, Old Dhamtari Road, Sejbahar, Raipur 492015, Chhattisgarh Phone: +91-771-2973622, Email: <a href="mailto:sp@iitbhilai.ac.in">sp@iitbhilai.ac.in</a> For technical enquiries: Email: <a href="mailto:nageshpatil@iitbhilai.ac.in">nageshpatil@iitbhilai.ac.in</a>

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### **CALL INSTRUCTIONS FOR ONLINE BID SUBMISSION**

The bidders are required to submit their bids electronically on the CPP Portal using valid Digital Signature Certificates. Certain instructions are given below to guide the bidders for registration on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

#### **Registration Process**

- 1) If a bidder is not registered at the eProcurement portal, such bidder should enrol/register on the e-Procurement module of the portal <http://eprocure.gov.in/eprocure/app> by clicking on the link "Click here to Enrol". Enrolment on the CPP Portal is free of charge.
- 2) The bidders to choose a unique username and assign a password for their accounts. 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.
- 3) Bidders to register upon enrolment their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- 4) 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. *Foreign bidders are advised to refer "DSC details for Foreign Bidders" for Digital Signature requirements on the portal.*
- 5) 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.

#### **Tender Documents Search**

- 1) Various built in options are available in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
- 2) 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.
- 3) 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.
- 4) 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.

#### **Bid Preparation**

- 1) Bidder should also take into account of the corrigendum published related to the tender 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) 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.
- 4) 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**.
- 5) 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

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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 the bid submission process.

### **Bid Submission**

- 1) Bidder to log into the site well in advance for bid submission so that he/she uploads 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 to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder to select the payment option as “Off-line” to pay the tender fee/ EMD wherever applicable and enter details of the instrument in SBI i-collect.
- 4) A standard BoQ format has been also uploaded along with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.
- 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, which cannot be viewed by unauthorized persons until the time of bid opening.
- 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.

### **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. The contact number for the helpdesk is **0120-4200462, 0120-4001002, 0120-4001005**.

### **General Instructions to the Bidders**

- The tenders will be received online through the portal <https://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
- Possession of 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’.

Tenderers are advised to follow the instructions provided in the ‘Instructions to the Tenderers for the e-Submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>.

### **LIST OF DOCUMENTS TO BE UPLOADED IN E-PROCUREMENT PORTAL**

1. Bidder should take into account notifications, corrigendum published, if any on the tender

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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. Any deviations from these may lead to rejection of the bid.
3. The two-bid system will be followed for this tender. In this system, online offer should be submitted under **TWO-BID System** in two separate e-packets i.e. **“Technical eBid”** and **“Commercial eBid”**.

### 1. Online Envelope No. 1: "Technical Bid" shall contain (pdf format only)

- a) Scanned copy of Payment Advice (with DU number) for **Tender Fee of Rs. 500/- (Rupees Five hundred only)** and **EMD of Rs. 30,000/- (Rupees Thirty Thousand only)**

#### Payment Instructions:

Tender fee and EMD should be paid through SBI i-collect Link given below:

<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=646425>

Step1. Click Check Box to proceed for payment.

Step2. Select S and P Tender Fee and EMD.

Step3. Fill all Details and Submit

(This online payment receipt may be provided in the on line Technical e-bid).

### **MSME's are exempted from the payment of EMD only, in place of EMD, Bid Security Declaration (in Annexure-H) should be submitted.**

- b) Scanned copy of EMD payment
- c) Copy of valid CFA/CHA License and other essential licenses for custom clearance
- d) Copy of Certificate of Incorporation/ Registration Certificate for a period of minimum 10 years.
- e) Copy of PAN CARD
- f) GST Registration Certificate
- g) Copy of IATA Registration Certificate
- h) Bidder's Information
- i) List of overseas consolidators
- j) Copy of Break Bulk Certificate/Console Certificate
- k) Audited Balance sheets of previous three financial years
- l) Documents in support of experience
- m) Copy of performance certificate
- n) Copies of Bill of Entries as asked in Eligibility Criteria
- o) Declaration regarding non-blacklisting/ suspension or no legal case
- p) Declaration towards providing local support service

**Note: IIT Bhilai reserves the right to reject the bid if any of the above listed document/s is not submitted.**

### 2. Online Envelope 2: "Commercial Bid" shall contain

- a) The Commercial Bid should be filled properly in the .xls uploaded in eProcurement portal
- b) In case the bidder requires any clarifications/ information, they may write to [sp@iitbhilai.ac.in](mailto:sp@iitbhilai.ac.in).
- c) Commercial bids of the technically qualified bidders only will be opened in the eProcurement portal.
- d) Commercial bids must be offered in the format attached.
- e) The applicable exact rates of Taxes will be added as per the format attached.
- f) In case of any mistake or error in calculations or any discrepancy in price quoted in words

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and figures, the LOWEST amount will be considered for comparison. If this lowest price is not acceptable to the bidder, their bid will be rejected. In this case, IIT Bhilai reserves the right to forfeit their EMD.

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**SECTION-I: INSTRUCTIONS TO BIDDERS (ITB)**

**1. Preparation of Bids**

Bidder should avoid, as far as possible, corrections, overwriting, erasures or postscripts in the bid documents. In case however, any corrections, overwriting, erasures or postscripts have to be made in the bids, they should be supported by dated signatures of the same authorized person signing the bid documents. However, bidder shall not be entitled to amend/ add/ delete/ correct the clauses mentioned in the entire tender document.

**2. Forfeiture of EMD**

2.1 In case of the bidder whose offer is accepted, the EMD will be returned on submission of Security Deposit. However, if the return of EMD is delayed for any reason, no interest/ penalty shall be payable to the bidder.

2.2 The successful bidder, on award of contract/ order, must send the contract/ order acceptance in writing, within 15 days of award of contract/ order, failing which the EMD will be forfeited and the order will be cancelled.

2.3 If the bidder withdraws the bid during the period of bid validity specified in the tender.

**3. Period of validity of bids**

3.1 Bids shall be valid for minimum 180 days from the date of submission. A bid valid for a shorter period shall stand rejected.

3.2 IIT Bhilai may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such requests without forfeiting the EMD/ BG. A bidder agreeing to the request for extension will not be permitted to modify his bid.

**4. Deadline for Submission of Bids – online only**

4.1 The Bid documents shall be neatly arranged. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. *The conditional bid will be summarily rejected.*

4.2 Bids must be received by IIT Bhilai before the due date and time at the address specified in the tender document.

4.3 IIT Bhilai may extend this deadline for submission of bids by amending the bid documents and the same shall be suitably notified on its website.

4.4 IIT Bhilai shall not be responsible and liable for **the delay in receiving the bid** for whatsoever reason.

**5. Bid Opening, Evaluation and Comparison of Bids**

5.1 The Tender will be evaluated by Tender Evaluation Committee constituted by the Competent Authority, IIT Bhilai. The detailed evaluation method for Prequalification- cum-Technical and Financial Bids is specified below. The Technical and Financial bid will be given weightage of 60 and 40 respectively.

5.2 Technical bids of the firms, which meet the prequalification criteria and secure minimum of 50% of total technical score of 60 shall be taken up for financial evaluation. In case of non-fulfilment of any pre-qualification criteria, technical bid of the respective bidder shall be rejected.

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**Technical Evaluation Criteria:**

<b>S No.</b>	<b>Particulars</b>	<b>Maximum Marks</b>	<b>Allocation of Marks</b>	<b>Remarks</b>
1	Location of the Support Office	10		
	Outside Raipur/ CG		6	
	Within Raipur/CG		10	
2	Turnover of the firm (Should be certified by CA)	10		
	Less than INR 5.00 crores		3	
	INR 5.00 crores and above		5	
	INR 10.00 crores and above		7	
	INR 20.00 crores and above		10	
3	Company size (Key Experts and Manpower) Recent PF/ESI challans should be submitted.	7		
	10 - 20 employees		3	
	20 - 30 employees		5	
	above 30 employees		7	
4	Experience in last two years (BoEs or Authorisation Letter should be submitted)			
a)	Consignment handling with Govt Organizations	10		
	Less than 50		5	
	More than 50		10	
b)	Experience of working with Govt Institutions	23		
	Govt. Departments/Public Sector Undertakings/ CSIR Labs/ ICAR / ICMR / DRDO (3 Nos) (3 marks each)		9	
	IITs/ NITs/ IISERs/IITs (2 Nos) (7 marks each)		14	
<b>A)</b>	<b>Total Marks of Technical Evaluation</b>	<b>60</b>		
<b>B)</b>	<b>Total Marks of Financial Proposal (as per the section-V)</b>	<b>40</b>		
<b>5</b>	<b>Combined Score (A+B)</b>	<b>100</b>		

Note: Bidders should submit the required documents with details clearly showing for the technical evaluation. If any bidder fails to submit the documents as per the above mentioned criteria, they may be given '0' marks for the particular category.

5.3 The Financial bids of those firms will be opened who secured at least 30 marks out of 60 marks in the Technical Bids.

**6. Evaluation Of Financial Bids**

Financial Score of each bidder can be calculated as mentioned in the Section-V Financial Bid/ Quotation.

Bidders should quote their rate/charge for each service mentioned in the BoQ sheet for the financial evaluation purpose. IIT Bhilai reserves the right to reject any bid which is not quoting the reasonable rates for all the services mentioned in the BoQ.

Out of the total marks secured by the bidder in financial evaluation, 40% weighted financial score will be taken into consideration in the calculation of Composite evaluated score.

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### **7. Award of Contract**

The composite score of Technical and Financial evaluation will be taken for final computation. Evaluation will be performed assuming that the contract will be awarded to the bidder whose composite evaluated score stands highest (H1) and eligible for contract award, and found to be qualified to perform the contract.

In the event of Composite Evaluated Score being same for two or more firms, the firm who quoted the lowest amongst them will be eligible for contract. In case financial bid being same, the marks secured by the firm in experience in handling in customs clearance process. IIT Bhilai reserves the right to design the tie breaking criteria in case of same composite evaluated score for two or more firms. IIT Bhilai decision will be final in this process.

### **8. Purchaser's Right to amend / cancel**

- 8.1 IIT Bhilai reserves the right to amend the eligibility criteria, commercial terms & conditions, Scope of services etc.
- 8.2 IIT Bhilai reserves the right to cancel the entire tender without assigning any reasons thereof.
- 8.3 IIT Bhilai reserves the right to place part orders for few services only.

### **9. Corrupt or Fraudulent Practices**

- 13.1 It is expected that the bidders who wish to bid for this project have the highest standards of ethics.
- 13.2 IIT Bhilai will reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.
- 13.3 IIT Bhilai may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the award / execution of contract.

### **10. Interpretation of the clauses in the Tender Document / Contract Document**

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Tender Document, the interpretation of the clauses by Director, IIT Bhilai shall be final and binding on all parties.

**\*\*\*(END OF SECTION I)\*\*\***



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**SECTION-II: ADDITIONAL INSTRUCTIONS TO BIDDERS (AITBs) and GENERAL CONDITIONS  
OF CONTRACT (GCC)**

**1. Mode of Payment:**

a) Payment of Customs duty, DO and related charges:

IIT BHILAI will arrange to pay direct to the Steamer Agents/Airline Agents freight charges on import cargoes to be handled by CFA, if the amount exceeds Rs. 1.00 Lakh CFA 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 upto Rs. 1.00 Lakh per consignment to the concerned authorities before clearance of the cargoes. If the customs duty exceeds beyond this limit, IIT BHILAI will arrange for the advance payment or Customs Duty will be directly paid by the IIT Bhilai depending on the amount of Customs duty or as per the requirements of IIT Bhilai.

b) CFA will then claim the amounts, so paid, in their bills duly supported by the receipts issued by the authorities concerned, CFA will ask for advance for amount above Rs.2,00,000/- for Customs duty and the same shall be given by IIT BHILAI. Necessary payment receipt should be promptly submitted by CFA in settlement of advances. The warehouse/ demurrage charges will however be reimbursed by IIT 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.

c) IITBH will make every effort to arrange payment of bills within 30 to 45 days of receipt. If payment is delayed beyond 45 days for any reason, the agency shall NOT STOP clearing consignments and their delivery at IITBH. CFA should have adequate financial standing to continue clearance activities during pendency of payment of bills.

**2. Security Deposit (SD)**

The successful bidder will be required to furnish the Security Deposit of INR 2.00 Lakhs within 15 days of execution of agreement. The Security Deposit should be submitted in the form of Bank Guarantee. The Security Deposit will be returned expiration of the contract. The Bank Guarantee shall remain valid for the period of 60 days beyond the expiration of contract period. The PBG must be negotiable at a branch of issuing bank in India. The security deposit will be refunded three months after the completion of contract subject to clearance and delivery of all the shipments to the Institute as per the terms and conditions of agreement and again on written request having been made in this behalf by the contractor. No interest would be paid on the security deposit. In case, the contractor fails to provide satisfactory services during the contract period or discontinues fulfilling the contracted obligations in any manner or is found at fault, the bank guarantee shall be forfeited without assigning any reasons, whatsoever and the contractor shall have no right to claim for refund of performance security deposit. The Director, IITBH will have the discretion to invoke the payment from the bank in case of any breach of contract.

**3. DURATION OF CONTRACT:**

The firm will be required to provide the desired services initially for a period of two years from the date of commencement of the services and which may be renewed for another two years on yearly basis subject to satisfactory performance. Notwithstanding anything contained herein above, the Institute reserves the right to discontinue the services of firm in the event their services are evaluated as unsatisfactory with one-month notice.

**4. Non-Interruption of services:** Due to any dispute of any nature arises, CHA should continue its services as provided in the contract or agreement, if required by IIT Bhilai, during pendency of the dispute.

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### **5. Customs Duty & Refund Claim**

- 5.1. As per Govt. of India Notification No. 51/96 Custom, IIT Bhilai is exempted from Custom duty for all research equipment. IIT Bhilai shall provide all documents necessary as per this notification. In the cases, where such documents are not available CFA 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 BHILAI shall pay the Customs duty "under protest". In such case, IIT BHILAI shall apply for refund & CFA will have to assist us & peruse our claim with the concerned authorities at the Office of Collector of Customs/ Appellate Tribunal of Customs.
- 5.2. CFA 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 CFA) with explanatory data shall be given by CFA.
- 5.3. Demurrage/ Warehouse charges can however be reimbursed only if there is absolutely no fault of the agent in speedy clearance of the items and only in case of situations beyond the control of the agent.
- 5.4. CFA shall have to clear the consignments within 72 hrs i.e. 3 days allowed by International Airport Authority of India/Air India/ And for Port Trust i.e. Sea consignment 360 hrs i.e. 15 days, provided all the documents in original are given to CFA well in time. In case of any delay beyond CFA's control, CFA shall have to give detailed justifications as to why consignments could not be cleared in time for our consideration.
- 5.5. In case of short landed and untraceable packages/ cargoes, CFA shall automatically apply for refund of all charges, including Customs duty
- 5.6. In case of freight charges, IIT BHILAI 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.
- 5.7. In case of port charges, where amounts have been paid by CFA in excess of what is actually due, IIT BHILAI 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 BHILAI, from the concerned authorities shall rest entirely with CFA.

### **6. SUBMISSION OF BILLS FOR PAYMENT**

- 6.1. The rates for payment to CFA for services rendered will be paid as per the Contract
- 6.2. Bills for the other work done will be submitted by CFA to IIT Bhilai as per the terms of agreement with documentary proof.
- 6.3. In respect of all CFA's bills, which are submitted by CFA to IIT Bhilai where IIT Bhilai has received all other corresponding documents as per point 5, payment will be made within one month of receipt provided that bills are in order and complete in all respects.

### **7. MAINTENANCE OF RECORDS, SUBMISSION OF STATEMENTS ETC.**

- 7.1. CFA shall maintain the register and any other record according to the instructions of IIT Bhilai from time to time.
- 7.2. A register giving full particulars of consignments entrusted to CFA for import clearance, cleared and dispatched/delivered.
- 7.3. CFA will have to furnish to IIT Bhilai Monthly Progress Report giving details such as

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- ✓ Purchase Order No.
- ✓ Brief description of item and quantity
- ✓ Airway Bill No. and
- ✓ Date when documents are handed over to CFA and date of landing in Raipur
- ✓ Date of clearance and delivery to IIT Bhilai
- ✓ Remarks; in case of inordinate delay in clearing the consignment, the reason for the same.

### 8. Completeness Responsibility

Notwithstanding the scope of work, services stated in bid document, any other services which might not be even specifically mentioned under the scope of service of the bidder and which are not expressly excluded there from but which – in view of the bidder - are necessary for the performance of the service in accordance with the requirement are treated to be included in the bid and has to be performed by bidder.

### 9. Penalty for delays:

IIT Bhilai reserves the right to deduct a penalty for Rs.500 per day for delay in consolidation and Airfreight of shipments and their delivery to IIT Bhilai. The period of delay will be calculated after 20 days from the date of intimation from the supplier about the readiness of Equipment/ Consumable for shipment. **This will also be applicable for delays in shifting/transportation of consignments from Any Domestic Airport/Sea port to IIT Bhilai after 10 days of clearance.** All the Imports affected by the Institute are partially customs duty free under Notification No. 51/96. To avail the said duty exemption, a certificate against each import will be provided by the Institute, on receipt of Cargo Arrival Notice from the agent for custom clearance purposes. The applicable custom duty after duty exemption certificate in all shipments is presented/submitted to the respective authority shall be payable @ 5.15% only leaving the 100% duty free items. The agent will file Bill of Entry just after landing of the consignment under intimation to us for arranging duty exemption certificate. In case of any customs objection, the written communication must be sent to the Institute without any delay. In no case, full Custom Duty shall be paid by the agent once the Custom Duty Exemption Certificate has been provided by the Institute.

### 10. Force Majeure

- 10.1. IIT Bhilai may consider relaxing the penalty, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of a Force Majeure.

Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states/ state agencies, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises or any other act beyond control of the bidder.

- 10.2. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term "force majeure" as employed herein shall mean, acts of god, war, revolt, riot, fire, flood and acts and regulation of the Government of India or any of its authorized agencies.
- 10.3. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 7

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(seven) day of the alleged beginning and ending thereof giving full particulars and satisfactory proof.

- 10.4. The time for performance of relative obligations suspended by the force majeure may be extended by the period for which the cause lasts or condoned by the Institute without any penalty.
- 10.5. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the option of cancelling the Contract in whole or in part thereof at its own discretion. Any situation of force majeure shall not be payable by the Institute under any circumstances.

### **11. Termination**

- 11.1. The contract may be terminated by either party to the contract by giving one months' prior notice to the other party without assigning any reasons.
- 11.2. The Institute may at its discretion, terminate the contract by giving prior notice as deems appropriate in case of the service being found unsatisfactorily or any term of the contract being breached and which in its opinion may be harmful to its interests as also to the spirit of the contract.
- 11.3. The contract may be terminated by the Institute in terms of the stipulations provided elsewhere in the contract.
- 11.4. It is made clear that if any information/certificate furnished by the bidder is subsequently, after or before award of the contract, is found to be untrue or false, the award of the contract may be terminated by the institute at its discretion forthwith and the bidder/contractor shall have no claim, whatsoever, in this regard and the EMD or the Security Deposit, as the case may be, would be liable for forfeiture, wholly or in part, at the discretion of the Institute.

### **12. Arbitration**

- 12.1. Except as otherwise provided anywhere in this offer, if any dispute, difference, question of disagreement or matter, whatsoever, before or after completion or abandonment of work, hereafter arises between the parties, as to the meaning, operation or effect of the Contract or out of or relating to the contract or breach thereof, the same shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute at the time of dispute.
- 12.2. If the arbitrator, to whom the matter is originally referred, dies or refuses to act or resigns for any reasons from the position of arbitration, it shall be lawful for the Director of the Institute to appoint another person to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which it was left by its predecessor, provided both the parties consent to this effect, failing which, the arbitrator shall be entitled to proceed on the matter de-novo.
- 12.3. It is a term of the contract that the party invoking the arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration under the clause.
- 12.4. It is a term of the contract that the cost of arbitration shall be borne by the parties themselves.
- 12.5. The venue of the arbitration shall be at Bhilai/Raipur
- 12.6. Subject as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof and rules made there-under and for the time being in force, shall apply to the arbitration proceedings under this clause.

### **13. Jurisdiction**

The disputes, legal matters, court matters, if any shall be subject to Raipur jurisdiction only.

**Engagement of Custom House Agent for Customs Clearance of Import Consignments at IIT  
Bhilai**

**14. Indemnity**

Selected bidder shall save, indemnify and hold harmless IIT Bhilai from any third-party Govt. Claims, losses penalties, if any, arising in connection with this Contract.

**15. Assignment**

Selected bidder/ Party shall not assign, delegate or otherwise deal with any of its rights or obligation under this Contract without prior written permission of IIT Bhilai.

**16. Severability:**

If any provision of this Contract is determined to be invalid or unenforceable, it will be deemed to be modified to the minimum extent necessary to be valid and enforceable. If it cannot be so modified, it will be deleted and the deletion will not affect the validity or enforceability of any other provision.

**The Competent Authority reserves the right to reject any or all bids, amend/withdraw any terms and conditions in the Tender document or to cancel the Tender at any stage without assigning any reason.**

**\*\*\*(END OF SECTION II)\*\*\***

**Engagement of Custom House Agent for Customs Clearance of Import Consignments at IIT  
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**SECTION-III: ELIGIBILITY AND QUALIFICATION CRITERIA**

1. The bidder shall have regular license to work as Customs House Agent (CHA) issued by the office of the collector of Customs valid on the date of submission of the bid and shall undertake to keep its validity during the period of contract.
2. The bidder should have experience and performed same services/ similar contracts in at least two IITs/NITs/IISERs/ IIITs or Central Government universities or institutes during last 5 years. Bidders should also submit such agreement copies and/ or successful running/completion of the contracts documents from any of the above mentioned institutes during the last 5 years. The CFA must have experience in its own name in the field of customs clearance, freight forwarding and consolidation relating to Hi-Technology equipment, highly perishables, dangerous and radioactive goods, etc with any Govt. Departments/Public Sector Undertakings/ CSIR Labs/ ICAR / ICMR / DRDO / Educational Institutes/ Central Universities / IITs/ Centrally funded Technical Institutes (CFTIs) especially clearing consignments under Notification No.51/96- Customs and its subsequent amendments. List of educational Institutes handled during the last five years with their name, telephone no. be attached.
3. Should be having valid CHA, IATA and other essential licenses and FIATA membership.
4. Shall have valid GSTIN Registration number.
5. Shall have valid PAN Card
6. Financial balance sheet of last three financial years ended on 31-03-2021
7. At least three year experience as registered CHA and as a Freight Forwarder by sea and by Air
8. Bidder should be able to provide the customs clearance services in major airports and seaports (Mumbai, Delhi, Kolkata, Hyderabad and Chennai). Bidder must have clearing operations in the major airports and seaports mentioned above. List of network of agent/ offices around the world as a freight forwarder to ensure wider network.
9. Bidders should not be blacklisted ever by any PSU/ Govt. Dept/ any port/ commissioner of customs.

**Note:** *The bidders should provide sufficient documentary evidence to support the eligibility Criteria. IIT Bhilai reserves the right to reject any bid not fulfilling the eligibility criteria.*

**\*\*\*(END OF SECTION III)\*\*\***

# **Engagement of Custom House Agent for Customs Clearance of Import Consignments at IIT Bhilai**

## **SECTION-IV: SCOPE OF SERVICES**

### **1. Scope of Services:**

**CHA should provide the various services related to customs clearance and freight forwarding as mentioned below:**

#### **A) Customs Clearance of Imported Consignments**

- i. The clearance of precious and delicate type of equipment, instruments and other special type of materials, including perishable chemicals etc
- ii. Receipt of documents relating to customs from IIT Bhilai and ensuring the following:
  - a) Prompt clearance of the consignment applicable at all the stages of customs clearance and eliminate the need to pay the demurrage. Issues at customs (technical clarifications, examination related etc.), if any shall promptly be brought to the notice of IIT Bhilai.
  - b) Obtaining non-delivery certificate/short landing certificate/damage certificate in the case of materials being short delivered by Airport, or airlines and lodging of claims with them immediately on behalf of IIT Bhilai
  - c) Arranging insurance survey at airport in case of damages to the consignment and obtaining the damage certificate.
  - d) Arranging insurance of the consignments, which should be valid seven days beyond its delivery at IIT Bhilai.
  - e) Immediate Dispatch / delivery of consignment to IIT Bhilai after custom clearance
  - f) To identify the consignments of negative/ banned listed & 100% Custom Duty Free items from day to day purchase orders issued by the Institute and advice the Institute accordingly.
- iii. Any other job in connection with the clearance of goods from Customs
- iv. Clearance and intimation of Post Parcels from Customs/ Foreign Post office & delivery to IIT Bhilai
- v. Clearance of consignments from Inland Container Depot (ICD)/ Domestic Airport/ Sea Port and dispatch to IIT Bhilai
- vi. Clearance of sea shipment from any port of the India and delivery of consignment at IIT Bhilai after custom clearance
- vii. Follow-up of cases of recovery of any excess duty paid to customs.
- viii. To provide the damage certificate to the Institute for insurance claim, in case of damaged consignment.
- ix. Clearance of consignment arrived through courier/cargo mode.
- x. Shipments should not be delayed by CHA for consolidation or other purposes.

#### **B) Consolidation of the Consignments Being Imported**

- i. To ensure complete monitoring and supervision of the movement of items/ documents from the date of order/ letter of credit and regular feedback to IIT Bhilai on the progress of order. In case the Pre- Alert/Advance Shipping Document is not received before landing of the consignment, the delay in clearance will be on the part of Agent and the

## **Engagement of Custom House Agent for Customs Clearance of Import Consignments at IIT Bhilai**

respective amount of demurrage shall be recovered from the bill. IIT Bhilai shall not be liable to pay any amount on account of demurrage/ penalty charges, if intimation & documents received in advance by the Agent/contractor.

- ii. To provide timely information (pre-alert) regarding dispatches and other relevant information to IIT Bhilai
- iii. To facilitate specialized packing for all kinds of materials as per the International Air Traffic Association (IATA) specifications and international packing standards.
- iv. Clearance & transportation of special projects materials voluminous and heavy packages, dangerous and hazardous materials including Radioactive Materials, Live Animals on priority basis.
- v. To communicate promptly through telephone and e-mail etc., to ensure quick clearance
- vi. Any other services needed regarding consolidation from time to time.
- vii. If, any nearby International Airport agent's associates happen to be not available, consolidation agent will be responsible for making arrangements for smooth shipment (for EX- WORK/FOB/FCA) from any country to Indian Airport/Seaport, and for that, agent shall not be entitled to claim any extra charges.

### **C) Exports to Various Countries**

- i. Export of certain items for repairs and re-import them after their repairs.
- ii. Export of equipment for replacement, completion of their paper work and re-import them subsequently.
- iii. All procedural formalities with customs will be required to be done by the agent. The Agent shall take care of the paper work of the export documents for repair or replacement materials on priority basis.
- iv. The requirement of services is expected to increase in manifolds. However, there would be no guarantee ever of any definite volume of work which could be entrusted to the successful bidder.

### **D) Freight forwarding services**

- i) After clearing from the customs, arrangement of door delivery of consignment/shipment to IIT Bhilai as per the agreed rates/ charges fixed in the agreement.
- ii) IIT Bhilai may arrange the transportation of the consignment to IIT Bhilai depending on the situations/ if the rates quoted by the CFA found unreasonable/ high.
- iii) Proper Bill of entry and transporter details (such as name of the transporter, GST number and Vehicle No.) should be submitted and then IIT Bhilai may provide the away bill for transportation of the consignment from sea port/ airport.

### **E) Any other services related to customs clearance and freight forwarding as required by IIT Bhilai.**

**\*\*\*(END OF SECTION IV)\*\*\***



**Engagement of Custom House Agent for Customs Clearance of Import Consignments at IIT**

**Bhilai**

**SECTION – V: FINANCIAL BID/ QUOTATION**

S No	Description of the items	Range	Maximum marks	Rate offered by the bidder	Criteria for allocating marks
1	Discount on IATA Rates. <i>This percentage of discount is applicable for all countries and weight slabs</i>	Not applicable	30		Lowest discount will be divided by the highest discount offers and multiplied by max marks
2	Agency Service Charge for FOB/FCA/ EX-WORKS Shipments including [Labour charges or loading at airport, EDI/CMC/BE Charges Documentation fee. IFC Charges, IGM Filling Charges, Sealing and any other charges relevant to the clearance of consignment from Airport. GST on Agency Commission shall be payable as per rules.	INR 1000 – 10000)	20		Lowest rate will be divided by individual rate to obtain the marks
3	Agency Service charge for CIP and C&F Shipments, if arrives by other than bidder's console	INR 2000 – 5000	20		
4	Re-export Agency Commission (Repair/ Replacement case)	Not applicable	10		
	Transportation charges from Port to IIT Bhilai for both console and non- console shipment	Not applicable			
5	a) Delivery of small consignment (Less than 20 Kgs)		5		Lowest rate will be divided by individual rate to obtain the marks
6	b) Medium Size Vehicle (Tata-407 or so) (Upto 500 Kgs)		10		
7	c) Big/ Heavy Lorry (Above 500 Kgs)		5		
Total			100		

**Instructions to bidders:**

- 1. Bidders should quote the rate for each service offered by them in a reasonable manner. Bidders who quotes unreasonable rates/ Zero may be disqualified from the tender evaluation process.**
- 2. IIT Bhilai reserves the right to award the contract for selected services/ individual/any service rather than awarding the contract for all the services mentioned above.**
- 3. Committee reserves the right to decide the additional/new financial evaluation criteria than the criteria mentioned in the tender document when bidders are not quoting their rates in the**

**Engagement of Custom House Agent for Customs Clearance of Import Consignments at IIT  
Bhilai**

**uniformed/reasonable manner.**

**Evaluation Of Financial Bids/ Calculation of financial score:**

1. Financial Score of each bidder can be calculated as mentioned in the Section-V Financial Bid/ Quotation.
2. Bidders should quote their rate/charge for each service mentioned in the BoQ sheet for the financial evaluation purpose. IIT Bhilai reserves the right to reject any bid which is not quoting the reasonable rates for all the services mentioned in the BoQ.
3. Out of the total marks secured by the bidder in the financial evaluation, 40% weighted financial score will be taken into consideration in the calculation of Composite evaluated score.

**\*\*\* (END OF SECTION V) \*\*\***

**Engagement of Custom House Agent for Customs Clearance of Import Consignments at IIT  
Bhilai**

**SECTION –VI ANNEXURES (STANDARD FORMATS)**

**ANNEXURE A**

**TENDER ACCEPTANCE LETTER**

**(To be submitted on Company Letter Head)**

Date: \_\_\_\_\_

To,  
**The Director**  
**Indian Institute of Technology Bhilai,**  
**GEC Campus Sejbahar,**  
**Raipur 492015 Chhattisgarh**

**SUB:** Acceptance of Terms & Conditions of Tender.

**Tender Reference No./ Date:** IITBh/Goods/Admin/2021-22/ Dated: 07/01/2022

**Name of Tender / Work:** *ENGAGEMENT OF CUSTOM HOUSE AGENT FOR CUSTOMS CLEARANCE OF IMPORT CONSIGNMENTS*

**Dear Sir,**

1. 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 Bhilai for any Ex-work, FOB, FCA.
2. I/ we hereby confirm that quoted rates in Commercial Bid are not exceeding than those specified in Latest issue of IATA Tack Book.
3. 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 consignments then it will not be charged to IIT Bhilai.
4. 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.**
5. I/ we hereby declare that my company/ firm is **not currently debarred/ blacklisted** or no legal case is pending by any Government/ Semi Government Organizations/ Institutions in India or abroad.
6. I/ we hereby declare that we will provide **Local Support Service** to IIT Bhilai.
7. I/ we hereby declare that the information with regard to Annual Turnover are true and has been supported with an Audited Accounts. I/ we hereby declare that our firm had also filed Income Tax Returns for last two years
8. I/we undertake that we will be disqualified if any information/ documents submitted by us is found false/ fake.
9. I/we undertake that we will be disqualified if our technical/ financial offer is not in line with the requirements of IIT Bhilai.

Date:

Place:

Yours Faithfully,

Authorized Signatory:  
(Signature of the Bidder, with Official Seal)

## **Engagement of Custom House Agent for Customs Clearance of Import Consignments at IIT Bhilai**

### **Undertaking on Acceptance of Tender**

1. We agree to ship the consignment within seven days after receiving from the principal supplier and after clearance from airport/ seaport in India, it will be delivered to the premises of IIT Bhilai and will be delivered to the concerned user department immediately during working hour.
2. We agree to pay the customs duty up to **Rs. One lakh** for all consignments at the time of clearance from airport/ seaport and claim its reimbursement within 30 working days (excluding courier time) against paid Challan. We also undertake to pay the customs duty above Rs. two Lac in certain circumstances in terms of the stipulation of the bid document.
3. We agree to confirm/ check regarding insurance of the consignments before moving the same from respective country. If any loss is incurred due to non- insurance, the same may be deducted from our bills.
4. We agree to take insurance policy for all export/re- import consignments prior to shipment.
5. We agree to provide name and complete address of all associates located in different countries along with the names, telephone no, fax no and email address of their contact persons.
6. We agree that we shall not claim any demurrage charges, if paid by us at the time of clearance for the shipments, if the material comes by our consol.
7. We agree to properly monitor & clear the consignment shipped by other console and direct orders within demurrage free period. If the intimation and documents is received in advance, we shall not claim any demurrage.
8. We agree that the house airway bill number, date and master airway bill number and date will be intimated to the institute at least two days before of its arrival for the purposes of insurance coverage of the consignments.
9. We agree that we shall collect necessary documents (BRO, catalogue, NOC, CDEC etc.) required for clearing of consignments both from airport and seaport by deputing our representative as and when required, without any delay. To expedite the clearance of consignment we may also accept the soft copy of required documents through email.
10. We also agree to intimate the concerned personnel before the delivery of shipment at site and arrange the labor, forklift, crane etc. for the safe unloading of the consignments at IIT Bhilai.
11. We agree that we shall submit the original House Airway Bill, copy of Master Airway Bill, Customs signed Invoice, Bill of Entry both Importer Copy and Exchange Control Copy along with the clearing charges bills within fifteen days of clearance of the shipment.
12. We shall prepare the air freight bill and clearing charges bills strictly in accordance with the approved rates. Under no circumstances airfreight rates charged by us shall not exceed those specified in the latest issue of IATA TACT book.
13. We agree to the payment terms as mentioned in the terms and conditions.

**Engagement of Custom House Agent for Customs Clearance of Import Consignments at IIT  
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14. We agree, if MAWB, HAWB, LC Number or Invoice detail of shipment is found wrong, we will bring it to the notice of IIT Bhilai immediately email/ phone/ with intimation to the principal supplier for correction etc, before filing the bill of entry.
15. We agree, if cargo is received in damaged condition/ short landing cargo, no payment shall be made to the agent till IIT Bhilai receives the insurance claim. In such cases, we will file shortage/ damaged/ not found/ not traceable notice with airport authorities and obtain necessary Certificate/ Damage Certificate from the airline and lodge necessary claim with the concerned authorities under intimation to IIT Bhilai.
16. We agree, if the packet of consignment is found externally damaged at the Airport/ seaport, then we will first inform to IIT Bhilai for insurance survey. It will also be applicable to those consignments which will come through other consol.
17. During inland transportations, any loss/ damage shall be the sole responsibility of ours. In that case, we shall provide loss/ damage certificate immediately and ensure following-up the insurance cases till reimbursement from the insurance company is received and only thereafter, we shall submit the clearance charge bill for payment.
18. We shall submit the requisite Performance Guarantee from the schedule commercial valid at least for 60 days beyond the date of completion of the contract.
19. We agree that we will not detain/ withhold any consignment of IIT Bhilai before or after the clearance, under any circumstances.
20. We shall submit the bills within 15 days of clearance of consignment with all relevant & supporting documents.
21. We have no objection, if Institute appoints/ empanel multiple clearing agent/ freight forwarders for the same works.
22. We agree and accept all the Terms & Conditions of the tender document.

Date:

Signatures:

Place:

Name in Full:

Designation:

Name of the Firm:

Official Seal:

**Engagement of Custom House Agent for Customs Clearance of Import Consignments at IIT  
Bhilai  
ANNEXURE C**

**SUMMARY INFORMATION SHEET**

Sr. No.	Information heading	Details
1	Name of the Vendor	
2	Name of the person(s) to whom, all references shall be made, regarding this TENDER/PROJECT (Authorized Signatory)	
3	Address of the Contact Person	
4	Designation of the Contact Person	
5	Telephone number(s) of the Contact Person.	
6	Mobile number of the Contact Person	
7	Fax number of the Contact Person	
8	Email ID(s) of the Contact Person	
9	Annual Turnover (in Lakhs): Last three Years (In INR)	1) 2) 3)
10	Years of Operation (in Years):	
11	PAN Number	
12	GSTN	
13	Bank Name and Account No.	
14	IFS Code	

Authorized Signatory:  
(Signature of the Bidder, with Official Seal)

**Engagement of Custom House Agent for Customs Clearance of Import Consignments at IIT  
Bhilai  
ANNEXURE D**

**PROFORMA OF BANK GUARANTEE**  
**(on non-judicial paper of appropriate value)**

To,

**The Director  
Indian Institute of Technology Bhilai,  
GEC Campus, Old Dhamtari Road  
Sejbahar, Raipur 492015 Chhattisgarh**

BANKS GUARANTEE NO:

DATE:

Dear Sir(S)

This has reference to the Contract No. \_\_\_\_\_ dated \_\_\_\_\_ awarded by Indian Institute of Technology Bhilai (IITBH), Raipur on M/s \_\_\_\_\_ (Name & Address of Bidder) towards engagement as Custom House Agent for Customs clearance of import consignments.

The conditions of this order provide that the CHA shall render the services as mentioned in Section – IV: Scope of Services of the tender document.

M/s \_\_\_\_\_ (Name of bidder) has accepted the said Work Order with the terms and conditions stipulated therein and have agreed to issue the Performance Bank Guarantee on their part, towards promises and assurance of their contractual obligations. The CFA holds an account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

IITBH shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the suppliers obligations and/ or liabilities under or in connection with the said contract or to vary the terms vis-a-vis the said contract or to grant time and or indulgence to the supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the supplier under the said contract and/ or the remedies of IITBH under any security now, or hereafter held by IITBH and no such dealing(s) with the supplier or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of IITBH hereunder or of prejudicing right of IITBH against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of IITBH and liabilities of the supplier arising up to and until\_(date)

This undertaking guarantee shall be in addition to any other undertaking or guarantee or security whatsoever the that IITBH may now or at any time have in relation to its claims or the supplier's obligations/ liabilities under and / or in connection with the said contract and IITBH shall have

**Engagement of Custom House Agent for Customs Clearance of Import Consignments at IIT  
Bhilai**

the full authority to take recourse to or enforce this undertaking guarantee in preference to the other undertaking or security(ies) at its sole discretion and no failure on the part of IITBH in enforcing or requiring enforcement of any other undertaking or security shall have the effect of releasing the bank from its full liability hereunder.

We\_\_\_\_(Name of Bank) hereby agree and irrevocably undertake and promise that if in your (IITBH's) opinion any default is made by M/s\_\_\_\_(Name of bidder) in performing any of the terms and /or conditions of the agreement or if in your opinion they commit any breach of the contract or there is any demand by you against M/s\_\_\_\_(Name of bidder), then on notice to us by you, we shall on demand and without demur and without reference to M/s\_\_\_\_(Name of bidder), pay you, in any manner in which you may direct, the amount of Rs.\_\_\_\_\_/ - ( Rupees

\_\_\_\_\_)Only) or such portion thereof as may be demanded by you not exceeding the said sum and as you may from time to time require. Our liability to pay is not dependent or conditional on your proceeding against M/s\_\_\_\_(Name of bidder) and we shall be liable & obligated to pay the aforesaid amount as and when demanded by you merely on an intimation being given by you and even before any legal proceedings, if any, are taken against M/s\_\_\_\_(Name of bidder)

The Bank hereby waives all rights at any time inconsistent with the terms of this undertaking guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the supplier (whether or not pending before any arbitrator, Tribunal or Court) or any denial of liability by the supplier or any order or any order or communication whatsoever by the supplier stopping or preventing or purporting to stop or prevent payment by the Bank to IITBH hereunder.

The amount stated in any notice of demand addressed by IITBH to the Bank as claimed by IITBH from the supplier or as suffered or incurred by IITBH on the account of any losses or damages or costs, charges and/or expenses shall as between the Bank and IITBH be conclusive of the amount so claimed or liable to be paid to IITBH or suffered or incurred by IITBH, as the case may be and payable by the Bank to IITBH in terms hereof.

IITBH shall have full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contact with the said M/s (Name of bidder) and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s\_(name of bidder) which under law relating to the sureties would but for the provisions have the effect of releasing us.

Your right to recover the said sum of Rs.\_\_\_\_\_/ - (Rupees\_\_\_\_\_)only) from us in manner aforesaid will not be affected/ or suspended by reason of the fact that any dispute or disputes have been raised the said M/s\_\_\_\_\_(Name of bidder) and/ or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

The guarantee herein contained shall not be determined or affected by the liquidation or winding



**Engagement of Custom House Agent for Customs Clearance of Import Consignments at IIT  
Bhilai**

up, dissolution or change of constitution or insolvency of the said M/s (Name of bidder) but shall in all respects and for all purposes be binding and operative until payment of all dues to IITBH in respect of such liability or liabilities.

Our liability under this guarantee is restricted to Rs. /- (Rupees\_\_\_\_\_ Only). Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within six months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated.

Notwithstanding anything contained herein:

- a. Our liability under this guarantee shall not exceed Rs\_\_\_\_(in words)
- b. This bank guarantee shall be valid up to& unless a suit for action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after six months from the date of expiry of this Bank guarantee
- c. We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand or before
- d. The Bank guarantee will expire on\_Granted by the Bank

Signature of the authorized officer of the bank

Name of the officer\_\_\_\_\_

Designation of the officer\_\_\_\_\_

Seal, name, email and address of the Bank and address of the Branch.

**Engagement of Custom House Agent for Customs Clearance of Import Consignments at IIT Bhilai**

**ANNEXURE E**

**PREVIOUS WORK ORDER DETAILS**

(To be submitted on Company Letter Head)

<b>Evaluation Criteria</b>	<b>Name of the Client</b>	<b>Order No. &amp; Date</b>	<b>Amount</b>	<b>Remark</b>
<b>List of Purchase Order / Work Orders where the similar systems (as per the technical specifications mentioned in the present tender) as per the Section-III</b>	1.			<b>Supporting document are to be attached</b>
	2.			
	3.			
	4.			
	5.			

Date:

Place:

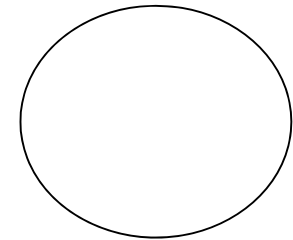
Authorized Signatory

Seal

Name:

Designation:

Contact No:



**Engagement of Custom House Agent for Customs Clearance of Import Consignments at IIT Bhilai**

**ANNEXURE F**

**TURNOVER DETAILS**

(To be submitted on Company Letter Head)

Evaluation Criteria			Remark
Bidder's Annual Turnover for last three financial years	Financial Year	Turnover in Rs.	Supporting Documents are to be attached.
	2020-21		
	2019-20		
	2018-19		

Authorized Signatory:  
(Signature of the Bidder, with Official Seal)

## Engagement of Custom House Agent for Customs Clearance of Import Consignments at IIT Bhilai

### CHECK LIST - UNDERTAKING

S.NO	Document Description	Enclosed (Yes/No)	Page No.	Remarks
1	Scanned copy of Tender fee payment advice of Rs. 500/- and EMD of Rs. 30,000/- showing DU number clearly or <b><i>valid MSME/NSIC Exemption certificate.</i></b>			
2	Documents in support of Pre-eligibility criteria			
3	Documents in support of Technical Evaluation			
4	Detailed Price bid/ BoQ as required			
5	Annual turnover details for last three years			
6	Scanned signed copies of Annexures from A to F, whichever is applicable			

I / We do hereby declare that all the above mentioned documents are enclosed as per the tender document.

Authorized Signatory:  
(Signature of the Bidder, with Official Seal)

**Engagement of Custom House Agent for Customs Clearance of Import Consignments at IIT  
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**PLEDGE OF COMPLIANCE**

(To be given by the legal owner/partner of the agency on the companies Letter Head)

Name:..... Date:.....

Designation:.....

**DECLARATION**

I, .....Name, ..... designation,  
acting on behalf of .....  
..... (agency name & address), which is an applicant for  
Engagement of custom house agent for customs clearance of import consignments at Indian  
Institute of Technology Bhilai, GEC Campus, Raipur-492015 (CG), hereby undertake that we shall  
abide by the terms and conditions of the Work Order/Agreement signed between me/us and the  
IIT Bhilai. In the event of any breach of the terms and conditions of Work Order/Agreement  
during the entire period of contract, the full responsibilities of any loss incurred by IIT Bhilai  
because of our negligence including financial, time and reputation as assessed by IIT Bhilai, shall  
lie with my agency and my agency will fully compensate IIT Bhilai Raipur for all such losses  
without resort to any legal process.

Signature: .....

Name: .....

Address: .....

.....

Official Seal

**Engagement of Custom House Agent for Customs Clearance of Import Consignments at IIT  
Bhilai**

**Draft Agreement**

This AGREEMENT is made and executed on this ..... day of ..... 2018 at Raipur, Chhattisgarh by and between:

Indian Institute of Technology Bhilai, an Institute of national importance, having its current office at the campus of Govt. Engineering College Campus, Sejbahar, Raipur 492015, Chhattisgarh (hereinafter referred to in this document as THE INSTITUTE/IIT Bhilai, which expression shall unless repugnant to the context or meaning thereof be deemed to include its executors, administrators and assignees),

A  
N  
D

M/s ....., having its registered office at ..... (hereinafter referred to in this document as THE CLEARING AND FORWARDING AGENCY (CFA), which expression shall unless repugnant to the context or meaning thereof be deemed to include its executors, administrators and assignees), represented by Mr. .... (Designation), with due authorization.

1     **WHEREAS** THE INSTITUTE, is desirous of taking certain services as mentioned in **Section – IV: Scope of Services** of the tender document. The salient points are:

- 1.1 Custom Clearance of the Imported Consignments
- 1.2 Consolidation of the Consignments being imported
- 1.3 Export to Various Countries.

2     **AND WHEREAS** the Institute has accepted the financial proposal of THE CLEARING AND FORWARDING AGENCY for the said services

3     **NOW THIS AGREEMENT WITNESSETH** as follows:

3.1 In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Tender document hereinafter referred to, and they shall be deemed to form and be read and constructed as part of this Agreement.

3.2 In consideration of the payment to be made by THE INSTITUTE to THE CLEARING AND FORWARDING AGENCY as hereinafter mentioned, THE CLEARING AND FORWARDING AGENCY hereby covenants with THE INSTITUTE to execute and complete the Services in all aspects with the provisions of the contract.

3.3 THE INSTITUTE hereby covenants to pay the THE CLEARING AND FORWARDING AGENCY in consideration of the providing of Services, the fees or such other sum as may become payable under the provision of contract at

**Engagement of Custom House Agent for Customs Clearance of Import Consignments at IIT  
Bhilai**

the times and in the manner prescribed by the contract.

3.4 The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

- (a) Tender document for **“Engagement of Clearing and Forwarding Agency (CFA) for Customs Clearance of Imported consignments”** dated October 24, 2018
- (b) Financial Proposal submitted by THE CLEARING AND FORWARDING AGENCY in response to the said tender document as official letter of ..... (name of the applicant) dated .....2018
- (c) Institute Letter of Intent No. .... dated ..... 2018

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed the day and year first before written.

Signed, sealed and Delivered by the said THE INSTITUTE and the THE CLEARING AND FORWARDING AGENCY.

<p>(THE INSTITUTE)</p> <p>_____</p> <p>(Indian Institute of Technology Bhilai)</p> <p>Witnesses</p> <p>1. _____</p> <p>(Name and Signature)</p> <p>2. _____</p> <p>(Name and Signature)</p>	<p>THE CLEARING AND FORWARDING AGENCY</p> <p>_____</p> <p>(M/s .....)</p> <p>Witnesses</p> <p>1. _____</p> <p>(Name and Signature)</p> <p>2. _____</p> <p>(Name and Signature)</p>
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