



**Basic Details**

<b>Organisation Chain</b>	Council of Scientific and Industrial Research IHBT-Palampur - CSIR Purchase -IHBT - CSIR		
<b>Tender Reference Number</b>	4/5(5)22-Pur		
<b>Tender ID</b>	2022_CSIR_131478_1		
<b>Tender Type</b>	Open Tender	<b>Form of contract</b>	Supply
<b>Tender Category</b>	Services	<b>No. of Covers</b>	2
<b>General Technical Evaluation Allowed</b>	No	<b>ItemWise Technical Evaluation Allowed</b>	No
<b>Payment Mode</b>	Offline	<b>Is Multi Currency Allowed For BOQ</b>	No
<b>Is Multi Currency Allowed For Fee</b>	No	<b>Allow Two Stage Bidding</b>	No

**Payment Instruments**

Offline	S.No	Instrument Type
	1	Demand Draft
	2	FDR
	3	Bank Guarantee

**Cover Details, No. Of Covers - 2**

Cover No	Cover	Document Type	Description
1	Fee/PreQual /Technical	.pdf	Scanned copy of Earnest Money Deposit (EMD)
		.pdf	Technical Bid with all Annexures, documents as asked in tender documents
2	Finance	.xls	Financial/Price Bid

**Tender Fee Details, [Total Fee in ₹ \* - 0.00]**

<b>Tender Fee in ₹</b>	0.00		
<b>Fee Payable To</b>	Nil	<b>Fee Payable At</b>	Nil
<b>Tender Fee Exemption Allowed</b>	No		

**EMD Fee Details**

<b>EMD Amount in ₹</b>	50,000	<b>EMD through BG/ST or EMD Exemption Allowed</b>	Yes
<b>EMD Fee Type</b>	fixed	<b>EMD Percentage</b>	NA
<b>EMD Payable To</b>	Director	<b>EMD Payable At</b>	CSIR-IHBT, Palampur

[Click to view modification history](#)

**Work / Item(s)**

<b>Title</b>	Appointment of Customs House Clearance-cum-Consolidation Agent for Import / Export shipment through Air and Sea
<b>Work Description</b>	Appointment of Customs House Clearance-cum-Consolidation Agent for Import / Export shipment through Air and Sea
<b>Pre Qualification Details</b>	Please refer tender document
<b>Independent External Monitor/Remarks</b>	No
<b>Show Tender Value in Public Domain</b>	No

<b>Tender Value in ₹</b>	0.00	<b>Product Category</b>	Miscellaneous Services	<b>Sub category</b>	Customs House Clearance-cum-Consolidation Agent
<b>Contract Type</b>	Tender	<b>Bid Validity(Days)</b>	90	<b>Period Of Work(Days)</b>	365
<b>Location</b>	CSIR-IHBT, Palampur (HP) India	<b>Pincode</b>	176061	<b>Pre Bid Meeting Place</b>	NA
<b>Pre Bid Meeting Address</b>	NA	<b>Pre Bid Meeting Date</b>	NA	<b>Bid Opening Place</b>	CSIR-IHBT, Palampur (HP) India
<b>Should Allow NDA Tender</b>	No	<b>Allow Preferential Bidder</b>	No		

**Critical Dates**

<b>Publish Date</b>	11-Oct-2022 03:00 PM	<b>Bid Opening Date</b>	04-Nov-2022 03:00 PM
<b>Document Download / Sale Start Date</b>	11-Oct-2022 05:00 PM	<b>Document Download / Sale End Date</b>	03-Nov-2022 03:00 PM
<b>Clarification Start Date</b>	11-Oct-2022 05:00 PM	<b>Clarification End Date</b>	17-Oct-2022 09:00 AM
<b>Bid Submission Start Date</b>	21-Oct-2022 05:00 PM	<b>Bid Submission End Date</b>	03-Nov-2022 03:00 PM

**Tender Documents**

<b>NIT Document</b>	<b>S.No</b>	<b>Document Name</b>	<b>Description</b>	<b>Document Size (in KB)</b>
	1	Tendernotice_1.pdf	Tender documents for Appointment of Customs House Clearance-cum-Consolidation Agent for Import / Export shipments	1147.52

  

<b>Work Item Documents</b>	<b>S.No</b>	<b>Document Type</b>	<b>Document Name</b>	<b>Description</b>	<b>Document Size (in KB)</b>
	1	Tender Documents	EtenderCHA.pdf	Tender documents Appointment of Customs House Clearance-cum-Consolidation Agent	1134.44
	2	Other Document	PriceScheduleFormat.pdf	Financial/Price Bid	382.40

**Auto Extension Corrigendum Properties for Tender**

<b>Iteration</b>	<b>No. of bids required for bid opening a tender</b>	<b>Tender gets extended to No. of days</b>
1.	2	7

**Bid Openers List**

<b>S.No</b>	<b>Bid Opener Login Id</b>	<b>Bid Opener Name</b>	<b>Certificate Name</b>
1.	anilku.eproc@csir.res.in	Anil Kumar	ANIL KUMAR
2.	sood.eproc@csir.res.in	Rajeev Sood	RAJEEV SOOD
3.	mukesh.eproc@csir.res.in	Mukesh Gautam	MUKESH GAUTAM
4.	ranjeet.singh.eproc@csir.res.in	RANJEET SINGH	RANJEET SINGH

**GeMARPTS Details**

<b>GeMARPTS ID</b>	6NIIG30XM104
<b>Description</b>	Appointment of Customs House Clearance cum Consolidation Agent
<b>Report Initiated On</b>	10-Oct-2022
<b>Valid Until</b>	09-Nov-2022

**Tender Properties**

<b>Auto Tendering Process allowed</b>	No	<b>Show Technical bid status</b>	Yes
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<b>Show Finance bid status</b>	Yes	<b>Show Bids Details</b>	Yes
BoQ Comparative Chart model	NIL	BoQ Compartive chart decimal places	2
BoQ Comparative Chart Rank Type	NIL	Form Based BoQ	No

**Tender Inviting Authority**

<b>Name</b>	Stores and Purchase Officer
<b>Address</b>	CSIR-IHBT, Palampur (HP) India

**Tender Creator Details**

<b>Created By</b>	Rajeev Sood
<b>Designation</b>	Assistant
<b>Created Date</b>	10-Oct-2022 03:40 PM

## E-TENDER

**Date & time for submission of E-Tender: 3rd November, 2022 upto 3.00 P.M.**  
**Date & time for Opening of E-Tender: 4th November, 2022 at 3.00 P.M**

**EMD Rs. -50,000.00**

**Tender Enquiry No. 4/5(5)22-Pur**

website: <http://www.ihbt.res.in>

e-mail: [spo@ihbt.res.in](mailto:spo@ihbt.res.in)

**CSIR-Institute of Himalayan Bioresource Technology**  
**Post Box No.6, Palampur – 176 061(INDIA)**

GSTIN – 02AAATC2716R1ZR

Tel: 01894-230425(Direct), 01894-233339 (EPABX) Extn.333

***Tender for* - APPOINTMENT OF CUSTOMS HOUSE CLEARANCE  
CUM-CONSOLIDATION AGENT FOR IMPORT / EXPORT SHIPMENTS  
THROUGH AIR & SEA**

**To Be Submitted To :**

**The Director,  
(K/A: Stores & Purchase Officer)  
CSIR-Institute of Himalayan Bioresource Technology  
Post Box No.6, Palampur – 176 061(INDIA)**

## E-TENDER

No.4/5(5)22-Pur

Dated: 11 October 2022

Director CSIR-IHBT invites **E-Tenders** from reputed firms in two-bid system for following services:

Sr.No.	Tender Description	Tender / Enquiry No.	EMD (in Rupees)
1	<b>Appointment of Customs House Clearance-cum-Consolidation Agent for Import / Export shipment through Air &amp; Sea</b>	4/5(5)22-Pur	50,000.00

*Note* – EMD should be submitted in the shape of DD/BG/FDR in favour of Director, CSIR-IHBT, Palampur in original duly made before the date of tender and should reach before the Date and Time of Submission of Tenders. Copy of the EMD proof must be uploaded along with the Technical Bid through [e-tenders.gov.in](http://e-tenders.gov.in)

**Last date & Time for Submission of online tenders** : **03.11.2022 upto 03.00 PM**  
**Date/Time for opening of bids** : **04.11.2022 at 03.00 PM**

Director, CSIR-IHBT reserves the right to accept or reject any or all tenders either in part or in full without assigning any reasons thereof.

**Stores and Purchase Officer**

## **1.0 INVITATION FOR THE BID**

- 1.1 CSIR-Institute of Himalayan Bioresource Technology one of the premier laboratories of Council of Scientific and Industrial Research (CSIR), invites **E-Tender** in **two bid system** for the job of **“Appointment of Customs House Clearance-cum-Consolidation Agent for Import / Export shipment through Air & Sea”** for a period of **One Year** extendable upto three years on annual performance basis.
- 1.2 **There are around approximate 20-40 normally cases of import in CSIR-IHBT annually**

### **2.0 Scope of work**

- 2.0 The scope of the consolidation-cum-clearance contract is detailed below:
  - 2.1 Customs clearance of imported consignments from international airports of New Delhi, from ICD and filing of B/E for CSIR-IHBT import shipments. It involves all the stages of Custom clearance of the consignment without any penalty or demurrage charges.
  - 2.2 Clearance of precious, sensitive and delicate equipments, instruments and other special type of materials, including perishable chemicals, dangerous goods (DGR) and ODC shipments.
  - 2.3 Consolidation: On the basis of the instructions given in CSIR-IHBT’s Purchase Orders, the agent shall contact the supplier abroad and regularly monitor progress, follow-up the orders and make advance arrangement to book the consignment promptly. They Shall check with reference to relevant Purchase Orders and give requisite information particularly in regard to the following before dispatch: -
    1. Weight and Dimension of consignment.
    2. Marks & Number of Parcels/Cases
    3. Purchase Order number
    4. Mode of transport
    5. Airport/Sea Port of Destination mentioned
    6. Whether FOB/FCA, Ex-works, CIF/CIP, etc. shipment
    7. Over-dimensional and heavy packages needing special handling arrangements in India.
  - 2.4 Obtaining non-delivery certificate/short landing certificate in the case of materials are short delivered by IAAI, or airlines and lodging of claims with them immediately on behalf of CSIR-IHBT.
  - 2.5 Arranging insurance survey at airport/IAAI in case of damages to the consignments.
  - 2.6 Any other job in connection with the clearance of goods from customs.
  - 2.7 Clearance of post parcels from customs/foreign post office, & delivery to CSIR-IHBT, Palampur
  - 2.8 Clearance of consignments from DIAL / ICD Patparganj or customs at Mumbai and dispatch to CSIR-IHBT Stores, Palampur.
  - 2.9 Follow-up of cases of recovery of any excess customs duty paid.
  - 2.10 It shall be ensured that consolidation of air cargo is done under the correct IATA classification.

- 2.11 Complete monitoring and supervision of the movement from the date of order/LC and regular feedback on the progress of shipment to CSIR-IHBT in case the consignment is coming under consolidation. In case the pre-alert/advance shipping documents is not received before landing of the consignments the delay in clearance will be on the part of agent and the amount of penalty & demurrage will be recovered from their bill. **CSIR-IHBT will not pay any Penalty or demurrage charges.**
- 2.12 To provide timely information (pre-alert) regarding dispatches and other relevant information to CSIR-IHBT via e-mail / fax (weight/ P.O. No./No. of packages/supplier etc./type of cargo (perishable/DGR).
- 2.13 To facilitate specialized packing (as required) of all kinds of materials as per the IATA/FIATA specification and international packing standards.
- 2.14 Clearance and transportation of special project materials voluminous and heavy packages, dangerous and hazardous materials including radioactive materials.
- 2.15 Prompt communication through telephone and email etc. to ensure quick clearance.
- 2.16 Any other service needed regarding consolidation (as required) and custom clearing.
- 2.17 **Exports:** The contractor shall be required to process all the cases of export of equipments/instruments, wherever required, for repair/rectification/calibration etc. which shall have to be re-imported after performance of such job. All procedural formalities for these exports and re-import with customs/manufacturer's freight forwarder/consolidation agents, carrier etc. will be required to be done by the bidder.
- 2.19 The Bidder shall ensure that the trans-shipment of the cargo after break bulk is done to the correct destination to which it is booked. In the event of any cargo landing at wrong destination, the contractor shall take necessary steps for diversion with proper documents to the correct destination with minimum delay, in any case not exceeding a week's time. The contractor shall bear the diversion charges/demurrage charges and other charges, if any.
- 2.20 The CHA is required to make insurance for goods as and when required preferably through Govt. Agency and through open policy failing which any loss to consignment shall be recovered from CHA & PBG/Fidelity bond may be revoked. The insurance charges will be reimbursed as per actual receipt against receipt.
- 2.21 If material comes to any other Airport, instead of Delhi, Clearance, Transportation, Insurance etc. charges shall be prior approved from CSIR-IHBT before clearance/shipment.
- 2.22 Transit Insurance: From New Delhi Airport to CSIR-IHBT Stores, Palampur: The material should be insured to avoid any transit loss.

### **3.0 Eligibility Criteria**

- 3.0 **Eligibility Criteria** quotations of only those bidders who fulfil the eligibility criteria as mentioned below are to be considered and necessary documents in this regard must be enclosed in the envelope containing **technical bid failing which the offer is liable to be rejected.**
- 3.1 The bidder should have valid **consolidation & CHA licenses in their own name (single name)**. Copies of documents evidencing this must be enclosed with technical bid. The bidder should have successfully executed **at least three (3) similar contracts** for freight forwarding and custom clearance work in the preceding three

years (2019-20, 2020-21 & 2021-22) in any govt. department/PSU/CSIR labs/public funded autonomous bodies/ICAR/IIT/ICMR/DRDO in bidding firm name. Documentary evidences about satisfactory completion of the work certificates of the client (in respect of contracts ending in previous years) must also be enclosed with their complete mailing addresses and telephone numbers. The party should also have filed **minimum 50 Bill of Entries** as CHA agent in each of the preceding two calendar years mentioned above.

- 3.2. The bidder should be an **IATA/FIATA** accredited firm.
- 3.3 The bidder should be certified under **recent** quality system certification i.e. **ISO**
- 3.4 The bidder should have the facility for customs clearance at Mumbai & Delhi both for air & sea shipments and foreign post offices. **The bidder must be registered in customs at New Delhi.**
- 3.5 **Earnest Money Deposit (EMD):** The bidder must submit **EMD (bid security) of Rs. 50,000.00** (Rs. Fifty thousand). The EMD either should be submitted in the shape of DD/BG/FDR and the proof should be enclosed with the technical bid submitted online (on e-tenders). The DD/BG/FDR in favour of Director, CSIR-IHBT Palampur in original should reach before due date & time of submission of Bid.
- 3.6 The bidder must have their own arrangements of warehousing, insurance, pick-up and delivery by road within the country and also in the exporting country. Details of these facilities in India (addressed) should be given for proper evaluation.
- 3.7 **The firm that has been blacklisted/suspended for doing business by CSIR/Govt/PSU/Autonomous body for performing the same type of services in the past or at present shall not be eligible to participate in the bidding. An undertaking to this effect must be submitted by the bidder.**
- 3.8 **If the past services of the service provider are not satisfactory, their bid may not be considered for evaluation.**
- 3.9 **In case of bidder's black-listing and pending legal issue in respect of any of CSIR labs/Institute or any other Govt. funded organization, the bidder should inform it to CSIR-IHBT. If there is any pending legal issue, then CSIR-IHBT reserves the right to accept/reject the tender of such bidder.**

**Note: Documents in support of 3.1 to 3.7 must be submitted in the technical bid otherwise the bid shall be rejected.**



## 4.0 Submission of Bids

- 4.1 The E-Tender has to be submitted in Two-bid system consisting of two parts. *Part –A of the bid comprising documents in support of “eligibility criteria”, “technical bid”, “earnest money deposit” and check list and part – B “financial bid”.*
- 4.2 *The “part A” of E-Tender will be opened through online mode on the opening day at 3.00 P.M. Part B of successful technically qualified firms will be opened after informing to the qualified bidders through e-tender portal only.*
- 4.3 CSIR-IHBT will make its decision forward of work based on the eligibility of the bidder to meet its labs/institutes long term needs, technical expertise of the bidder, delivery capability, customer references and price. However, specific criterion used to evaluate bid response is listed in the chapter “instruction to bidders”.
- 4.4 *The Government of India provisions regarding MSEs, preference policy etc. will be applicable in this tender. Bidder must clearly highlight in their bid if they are claiming any benefit/relaxation on account of any of these provisions. Relevant Certificates to claim the benefits/relaxation must be submitted with the technical bids. Registration Certificates should indicate the item/services tendered indicating terminal validity date of their registration. Invalid / Incomplete / Irrelevant certificates will lead to cancellation of any associated benefits/relaxation and may lead to disqualification.*
- 4.5 The Director, CSIR-IHBT reserves the right to waive any minor irregularities; accept the whole, accept part of or reject any or all bids.

## 5.0 Price-bid Format & filling instructions

- 5.1 The bidders are required to fulfil the Price-bid strictly as per the format provided along-with this bid document. The instructions regarding fulfilment of the price-bid is given below in para 5.2 to 5.4 which may please be understood clearly before submitting **E-Tender**. The Price bid is structured into Two Groups: “Group A” and “Group B” as per below.
- 5.2 **Airfreight charges:** In case of FOB/FCA consignments, the forwarders charge freight charges on the basis of IATA rates which are fixed by IATA TACT card. **This component has been coded as “Group A” in the price-bid format.** The firm must offer a single flat discount on these rates which should be in percentage (%) only for all countries and all shape/size of the consignments i.e general/voluminous/ODC/hazardous/perishable. The offer of the bidder will be evaluated on the basis of the percentage of discount quoted and not on individual rates.

Note: 1. The bidder is supposed to absorb the relevant statutory charges on air freight such as Fuel surcharge and Security surcharge etc. into quoted discount as these surcharges shall not be paid extra. The bidder shall submit the current rates of these statutory levies like security surcharge and fuel surcharge. However, in case of some abnormal circumstances like war, civil commotion, terrorism etc. where such levies are abnormally increased by the authorities of the concerned airport, the contractor shall refer the matter with supporting document to CSIR-IHBT. On the merit of the case, CSIR-IHBT shall pay these levies as per actual.

2. The IATA rates from respective country of import should be considered as the reference, while offering discount on forwarding/consolidation rates. Under no circumstances should these rates be more than those specified in latest IATA TACT book. The bidder should furnish an undertaking to this effect on their letterhead. The consignments should be shipped in the first available console of the airline to Delhi airport.

3. If there is any shipment on ex-works basis, charges in shipper country will be paid on actual basis. However, the contractor shall communicate to CSIR-IHBT in written about the charges involved and shall obtain prior approval of CSIR-IHBT for the same.

**5.3 Custom clearance, agency commission charges & transportation charges:** Keeping in view of the prevailing conditions and on the basis of our past experiences, Custom clearance, agency commission charges & transportation charges have been fixed by CSIR-IHBT in terms of INR. **This component has been coded as “Group B” in the price-bid format.** The bidders are required to offer a flat discount in percentage (%) only on the charges fixed by CSIR-IHBT. These charges are inclusive of all stages of custom clearance such as collection of D.O. order from carriers, D.O. Charges of forwarders/airlines, Filing of custom documentation/ BE charges associated with custom examination including unpacking, sealing, loading, unloading using cranes or otherwise, etc. and the agency commission charges of the contractor.

Note:1. DO charges on other than own console consignment (as in case of CIP/CIF consignments) will be reimbursed as per actual on submission of original receipt. The DO charges shall not be paid on consignments arriving under own consolidation of the bidder (as in case of FOB/FCA).

2. The dry ice charges, in case of perishable shipment shall be paid as per actual quantity at production of receipt at a fixed rate of Rs. 75/= per KG only.
3. Some of our shipments by air are on FCA gateway airport (INCOTERMS 2020/or recent) basis, therefore terminal charges, forwarder’s fee, charges of loading to carrier in shipping country etc. will not be paid separately.
4. The exchange rate as notified by customs mentioned on the Bill of Entry or the RBI exchange rate/SBI/Nationalized Bank TT selling rate on the date of arrival of shipment at the international airport of India will be applicable.
5. If a bidder feels no discount is required on the charges fixed by CSIR-IHBT the column should be filled as “0 %” (Zero) while those willing to entirely bear that charge for CSIR-IHBT, should fill the discount as “100%”. In no case the column should be left blank.

**5.4 Inland Transportation and Delivery charges:** The consignments, after clearance from the customs need to be transported from IGI Airport, New Delhi airport (DIAL)/ Mumbai Airport to the CSIR-IHBT Stores. The contractor shall be required to perform this service **(which will include transit insurance, loading, unloading, dry ice filling etc. under transportation).** Depending upon weight CSIR-IHBT has made slabs for custom clearance and transportation charges in terms of INR for all types of consignment. **This component has been coded as “Group B” in the price-bid format.** The bidder is required to quote his one single discount in **percentage (%) terms** for all the slabs on the charges fixed by CSIR-IHBT for transport and delivery to CSIR-IHBT, Palampur which should be inclusive of all charges for all modes of transportation.

Note: 1. If a bidder feels no discount is required in the charge fixed by CSIR-IHBT the column should be filled as “0 %” (Zero) while those willing to entirely bear this charge for CSIR-IHBT, should fill the discount as “100%”. In no case the column should be left blank. If the column is found to be blank or written “NIL”, it will be treated to be no discount and the bidder shall be given “0” marks for the calculation of his score.

2. The weight for the purpose of clearance from airport will be the “Chargeable Weight” of the consignment available on the invoice/MAWB/HAWB. However, for payment of other charges i.e. inland transportation in India the weight will be the **Gross Weight** as per MAWB / HAWB.

- 5.5 Please fill up schedule of rates and enclose in price bid as per Annexure A (group A and B) & price schedule as per Annexure B. Evaluation will be made based on the same. **Offer only single discount by mentioning numerical value in group A (0-100 %) and Group B (0-100%). The contract will be awarded on the basis of maximum points earned in Annexure “B” on the basis of Annexure “A”**
- 5.6 **The rates must be quoted according to the given format only otherwise quotation will be rejected.**
- 5.7 The price bids of the technically qualified bidders, (meeting the eligibility criteria as stipulated above in sl.no.3.1 to 3.8) will be opened, under intimation to these bidders, and bids will be evaluated as detailed below.

## 6.0 Evaluation of Bids

- 6.1 The Purchaser will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. The Purchaser may waive any minor informality, non-conformity, or irregularity in a bid, which does not constitute a major deviation, provided such a waiver, does not prejudice or affect the relative ranking of any Bidder.
- 6.2 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Bid Security/ Performance Security, Warranty, Force Majeure, Applicable law and Taxes & Duties will be deemed to be a material deviation.
- 6.3 The contract will be awarded to the bidder who shall secure maximum total score as per Annexure A for consolidation, forwarding, clearing, transportation /delivery to CSIR-IHBT stores of all consignments subject to fulfilment of terms & conditions of this document. **This evaluation will be made as per Annexure A of this Document.** Further prices have been asked to quote in Annexure “B” format. However it is clarified that comparison & award will be on the basis of Annexure “B”.

## 7.0 Contractual obligations

- 7.1 The following obligations are within the scope of services to be provided by the successful contractor:-
- (i) Import can be required from any country and export can be made to any country. Therefore the IATA rates and discounts shall be applicable in all the cases undertaken by the contractor.
  - (ii) The contractor will be responsible for the safety of the cargo in all circumstances and handling complete and proper paper whether it may be for import or export of consignment. In the events of non availability of invoice or other relevant paper, if consignments incur demurrage or penalty, the bidder shall be solely responsible.
  - (iii) Pre-shipment advises must be intimated well in advance (48 hours prior to shipment). Fortnightly statement during the next week through fax / e-mail should be submitted invariably to CSIR-IHBT. The consignments should be shipped in the first available console of the airline to Delhi airport.
  - (iv) **The successful bidder shall have to bear the applicable customs duty upto Rs.2,00,000.00 (Rupees two Lakh only) per consignment on behalf of the Institute.** In case the amount of Customs Duty is more than Rs. two Lakh per shipment then successful bidder shall intimate IHBT about the amount

involved in Customs Duty in advance on the basis of Purchase Order so that the customs duty can be arranged well in advance; prior to landing against Intimation and advance Bill of Entry copy from the Agent. Any delay in intimating IHBT about the duty payable shall be to the account of successful bidder. No plea on account of delay in arranging the customs duty shall be accepted.

- (v) The amount of custom duty, airfreight/sea-freight charges, clearing charges and transportation charges etc. shall be reimbursed to the contractor after receipt of the consignment in CSIR-IHBT stores and the receipt of pre-receipted bill in duplicate addressed to Director CSIR-IHBT Palampur along with the relevant/original receipts/ documents as a proof for which payment is charged .e.g. MAWB/HAWB, BoE citing customs duty amount etc.
- (vi) The payment of airfreight, customs duty and transportation charges will not be made if the consignments are in damaged condition both externally or internally. However, the payment will be released after the amount is recouped from the insurance company. CSIR-IHBT will not bear/pay any demurrage charge on account of any delay in clearance attributable to clearing agent or their freight forwarder.
- (vii) In case a perishable consignment is damaged due to insufficient dry ice during clearance, bidder shall be held responsible for the complete loss. Agent should ensure for replenishment of Dry Ice
- (viii) The packing should be as per international standard. Recoupment of any kind of loss or damage to the consignment from foreign airport to our warehouse will be Agents responsibility. However, necessary documents on this account (to be prepared by Agent) will be signed by us in the capacity of consignee/importer.
- (ix) The weight for the purpose of clearance from airport will be the “Gross weight” of the consignment mentioned in the Invoice / MAWB.
- (x) The bidder shall be required to examine carefully all packages marked for customs examination of each consignments arrived at the airport with respective invoices/packing list etc. Any damage or loss of goods should be brought to the notice of CSIR-IHBT, Palampur Immediately. In case any short landing cargo is noticed the agent shall be required to file ‘not traceable ‘or “not found ‘ notice with the airport authorities and obtain not traceable certificate and also lodge formal claim on airport authority/concerned airlines with all necessary documents under intimation to CSIR-IHBT Palampur.
- (x) **Performance Bank Guarantee (PBG):** The successful bidder will have to submit a performance bank guarantee for **Rs.2,00,000.00 (rupees two lakhs only)** as per the format at Annexure “G” from a nationalized bank as security, which should be valid at least for 14 months (One year of contract + two months) from the date of contract and extension for extended period + two months. . The bank guarantee will be refunded / returned after completion of 14 months subject to fulfilment of contractual obligation & no dues to CSIR-IHBT from the service provider. No interest would be paid on bank guarantee. Director, CSIR-IHBT will have the discretion to invoke full or partial payment from the Bank against this PBG for any breach of contract.
- (xi) **Fidelity Bond:** The successful bidder shall handle sophisticated and valuable consignment, hence the successful bidder shall have to furnish a fidelity guarantee bond for an amount of **Rs.10.00 lakh (Rupees ten lakhs only)** in favor of Director, CSIR-IHBT Palampur to safeguard the interest of CSIR-IHBT in the event of any loss to CSIR-IHBT due to any act of omission and commission by the successful bidder for the contract period and extension period, if any. The format of the Fidelity bond shall be provided by CSIR-IHBT to the successful bidder after the award.

- (xii) **Ex-works shipments:** In case the foreign supplier agrees to supply the goods on ex-work basis only, the consignments shall be lifted by the contractor from the foreign suppliers' warehouse for onward shipment to CSIR-IHBT stores, Palampur via New Delhi airport.  
**FOB charges i.e. the inland handling/forwarding charges up to nearest gateway airport in the supplier country shall be paid by CSIR-IHBT, Palampur at actual but the agent must obtain prior approval of the FOB charges from CSIR-IHBT (in writing).**
- (xiii) All the CIF/CIP other consolded shipments will also be cleared and transported to CSIR-IHBT, Palampur by CHA. DO charges will be payable on actual basis. All the perishable shipment(s) may be transported immediately and non-perishable shipment(s) should also be transported immediately but within seven working days from the date of clearance.
- (xiv) Bank Release Order (BRO) for consignments against irrevocable letter of credit will be delivered only after its receipt from the bank. Custom clearance should be initiated without waiting for bank release order.
- (xv) Even in the case of any dispute, the consignments shall be cleared by the agent should be immediately handed over to CSIR-IHBT Palampur pending the settlement thereof. Loss of any kind on this ground will be borne by the Custom Agent.
- (xvi) The successful bidder must furnish names and address of all associates located in different countries along with their telephone, fax and e-mail numbers of the contact persons.
- (xvii) The contractor must intimate CSIR-IHBT well in advance (48 hour pre-alert advices), before the date of arrival of the consignments at IGI New Delhi airport with the house airway bill (HAWB) and master airway bill (MAWB) numbers and collect all documents required for clearance from CSIR-IHBT Palampur. The bidder shall be held responsible for any delay in customs clearance, not completed within the free period. The demurrage charges due to bidder negligence will be recovered from them. Similarly the bidder shall have to make good to CSIR-IHBT Palampur any loss incurred due to negligence or failure on their part to take prompt action in finalization of B/E and clearance of consignment.
- (xviii) The contractor may be required to carry out or arrange to carry out the inspection of the ordered material at the country/port of shipment or suppliers premises on behalf of CSIR-IHBT, Palampur) if required in certain cases.
- (xix) The service provider will ensure that correct nomenclature and the HS (harmonized System of Nomenclature) classification as per extant ITC/customs notification is mentioned in the bill of entry. The correct product code (HS) may be verified and duty free items as per customs tariff act should be cleared without duty. **CSIR-IHBT is eligible for concessional customs duty (vide customs notification No. 51/96).** If at any stage, it is detected that HS code is wrong, custom duty paid against the wrong code will be recovered from the Clearing Agent.

**7.2 Efficiency and performance:** Service provider will be judged by CSIR-IHBT on following aspects:

- (a) Custom clearance without demurrage charges and safe delivery to CSIR-IHBT Palampur.
- (b) Coordinating with customs, carrier and obtaining cargo arrival notice within 48 hrs landing at New Delhi airport and forwarding the same to CSIR-IHBT Palampur.
- (c) After collection of documents from CSIR-IHBT Palampur performing customs clearance of the consignment within free period and delivery to CSIR-IHBT Stores, Palampur within 7 days of arrival at the international airport, **failing which Liquidated damage exceeding 7 DAYS of Rs. 2,000/- per day subject to maximum of Rs. 10,000/- will be applicable and deducted from their bills. Perishable consignment should be immediately delivered with proper dry ice arrangement.**

- d) In case of excess payment due to any reason, will be recovered from the dues or will be refunded by the CHA without any delay/remarks.
- e) The insurance for CIP/CIF consignment will be from warehouse to warehouse basis to be done by the supplier. However where required from New Delhi to CSIR-IHBT Palampur shall be arranged by CHA and get the reimbursement.

## **8.0 General Conditions of Contract**

**8.1 Definitions:** In this Contract, the following terms shall be interpreted as indicated:

- (i) "Services" means consolidation of consignments of import/ export shipments through air, sea, courier and foreign post office and customs clearance covered under the Contract;
- (ii) "GCC" mean the General Conditions of Contract contained in this section.
- (iii) "The Purchaser" shall mean the The Director, on behalf of CSIR-IHBT Palampur.
- (iv) "The Contractor" means the individual or firm performing the above "Services" under this Contract.
- (v) "Day" means calendar day.
- (vi) "INCOTERMS 2020 " shall mean International Commercial Terms as published by ICC from time to time, the latest being the one published in 2010AD. All commercial terms such as Ex-works/FOB/FCA/CIF/CIP, etc. shall be governed by INCOTERMS 2020 publication of the ICC or the latest INCOTERMS.

**8.2 Application:** These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

**8.3 Submission of the bids:** All bids complete in every respect must be submitted through E-Tender.No extension shall be allowed for any reason what so ever.

**Note: The firms blacklisted/suspended for doing business with CSIR/any Govt/PSU/Autonomous body for the said service need not to participate in the bidding. If the same is detected at any stage the contract will be terminated and security deposited by the firm will be forfeited.**

**8.4 Performance Security:** Within 21 days of receipt of the notification of contract award/purchase order, the Contractor shall furnish performance security for the amount specified in para 7.1 (x) of the contract. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. The Performance Security shall be submitted in the form of Bank Guarantee issued by a Nationalized/Scheduled bank located in India on the format provided in the bidding documents. The performance security will be returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in the contract. In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

**8.5 Transportation:** Where the contractor is required under the Contract to transport the Goods to a specified place of destination within India defined as Stores, transport to such place of destination in India, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

- 8.6 Payment:** The contractor's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Services performed, and by documents, submitted and upon fulfilment of other obligations stipulated in the contract. Payments shall be made promptly to the contractor normally within thirty (30) days after submission of the invoice or claim by the contractor. Payment shall be made to the supplier in Indian currency (INR) through RTGS. Banking details should be available on the Invoice.
- 8.7 Prices:** Prices charged by the contractor for Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid. If found at any stage, the excess amount claimed will be refunded immediately.
- 8.8 Contract Amendments:** No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 8.9 Assignment:** The contractor shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.
- 8.10 Force Majeure:** The contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier/Agent shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier/Agent shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 8.11 Termination for Insolvency:** The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.
- 8.12 Govt. Levies:** Taxes will be payable extra as per Govt. notifications on proof of payment/bill.
- 8.13** Director CSIR-IHBT reserves the right to terminate contract any time, at any stage without assigning any reasons.
- 8.14** If the services of the service provider are not found suitable due to timely execution or inability to make payment of Custom Duty etc. in advance to Customs, transportation, insurance and IAAI charges etc., the action for termination of contract/holiday listing/suspension/black listing may be initiated by Competent Authority.
- 8.15 DISPUTE SETTLEMENT:** The Purchaser and the Supplier/Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after Thirty-One (31) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier/Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration.

Arbitration may be commenced prior to or after delivery of the Goods under the Contract. The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

- a. In case of Dispute or difference arising between the Purchaser and a supplier/contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi. The award of the DIAC shall be final, conclusive and binding on all parties to this order.

**Notwithstanding any reference to arbitration herein,**

The parties shall continue to perform their respective obligations under the contract unless they otherwise agree.

**8.16** The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

**8.17 Applicable Law:** The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction.

**8.18 Notices:** Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or e-mail and confirmed in writing to the other party's address. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**8.16** All disputes shall be settled in the courts of Palampur Jurisdiction only.

**(Stores & Purchase Officer)**



**Schedule of Rates: Groups and weightages**

Charges which are normally claimed and rates which are sought to be quoted by the CHA agent are classified in two groups (A & B) for the purpose of comparison among different bidders. Each bidder depending upon his quoted rates will be given marks from 0-100 from each group. Finally different weightages will be given to the marks obtained in each group to calculate the total score of each bidder.

<u>Group</u>	<u>Weightage</u>
Group A (discount on freight as per IATA rates)	60
Group B	40
Total	100

**Formula for calculating Marks/score:**

Following formula will be used to arrive at score of a bidder in individual Group (A&B):

The bidder with the highest discount in a group will be given 100 marks while the lowest will be given 0. The rest of the bidders will be given marks in between as per the following formula:

$$X = \frac{\text{Bidders' quote} - \text{Lowest quote}}{\text{Highest quote} - \text{Lowest quote}} \times 100$$

e.g. if three bidders b<sub>1</sub>, b<sub>2</sub> and b<sub>3</sub> have quoted 20%, 40% and 60% discounts respectively for Group A, then the marks obtained by b<sub>3</sub> shall be 100 while marks of b<sub>1</sub> shall be 0 and the marks obtained by b<sub>2</sub> for Group A shall be calculated as follow:

$$\frac{40-20}{60-20} \times 100 = 50$$

The same way shall be used for Group B marks calculation.

This way, score of the bidder (b<sub>2</sub>) shall be calculated for Group A&B also to arrive at his final score as per the following formula:

$$\text{Total score of a bidder} = \frac{60(X) + 40(Y)}{100}$$

Where x is the % of score in Group A by concerned bidder.  
Y is the % of score in Group B by concerned bidders.

Where X&Y marks obtained in respective two groups (A&B) by the bidder (b<sub>2</sub>).

Bidder with maximum total score as per Annexure B (price schedule) and the above formula shall be selected as the lowest evaluated bidder. Conditional bid will be rejected.

Bidders are advised to carefully read the scope of work and the terms & conditions before submitting technical bid & price bid.

**ANNEXURE 'B'**

**PRICE SCHEDULE FORMAT**

**NAME OF THE BIDDER:.....**

Sr. No.	<b><u>Group</u></b>	Discount offered										
1.	<b><u>GROUP A</u></b> Discount offered on standard IATA rates Please mention only single discount figure on current IATA rates irrespective of country, size, volume, shape dimension including all airline charges, war, security, fuel surcharges, CC fee etc. including clearance from Custom and transporting up to CSIR-IMTECH, Palampur including Agency Commission charges ).	_____ % (Mention numerical value from 0-100)										
2.	<b><u>Group 'B'</u></b>  Custom Clearance-cum-Transportation charges for consignments on CIP/CIF basis from IGI, New Delhi airport & FPO etc. to the CSIR-IHBT, Palampur and Delivery charges including Agency Commission Charges:  <table data-bbox="365 961 1104 1129"><tr><td><u>Weight slabs</u></td><td><u>Fixed charge</u></td></tr><tr><td>0-50 Kg</td><td>Rs. 4500.00</td></tr><tr><td>51 to 100Kg</td><td>Rs. 7,000.00</td></tr><tr><td>101Kg to 200 Kg</td><td>Rs. 15,000.00</td></tr><tr><td>201 Kg and above</td><td>Rs. 25,000.00</td></tr></table>	<u>Weight slabs</u>	<u>Fixed charge</u>	0-50 Kg	Rs. 4500.00	51 to 100Kg	Rs. 7,000.00	101Kg to 200 Kg	Rs. 15,000.00	201 Kg and above	Rs. 25,000.00	} _____ % (one single discount)
<u>Weight slabs</u>	<u>Fixed charge</u>											
0-50 Kg	Rs. 4500.00											
51 to 100Kg	Rs. 7,000.00											
101Kg to 200 Kg	Rs. 15,000.00											
201 Kg and above	Rs. 25,000.00											

Note: All the taxes (Govt. levies) will be payable additionally as per prevailing rates on providing actual receipt payment proof/Bill.

Signature  
Name of the bidder:

Date

: \_\_\_\_\_  
Rubber seal of the bidder

Undertaking to be submitted by the bidder

1. We agree that the consignments after clearance from airport will directly be delivered to the premises of Stores at CSIR-IHBT Palampur within 7 days of clearance. In case of perishable item, it will be delivered within minimum time necessary with temperature control arrangements.
2. We agree to pay the customs duty for all consignments upto Rs. 2.00 lakh at the time of clearance from airport. We shall submit bill along with the paid challan for reimbursement of customs duty paid.
3. We agree that we shall not claim any penalty & demurrage charge, if paid by us at the time of clearance, for the shipments arranged by us.
4. We agree that the house airway bill number and date and master airway bill number and date will be intimated to the importer at least two days prior to, arrival at the New Delhi airport for the purpose of insurance coverage of the consignment, if import is under your console.
5. 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 charge bills, duly certified by the CHA.
6. We shall prepare the airfreight bill and transport/delivery charges bills strictly in accordance with the approved rates. Under no circumstances airfreight rates charged by us, shall exceed those specified in the latest issue of IATA TACT book. We further agree to provide a copy of the IATA TACT Rate list to CSIR-IHBT Palampur at every renewal of the same.
7. We agree to accept the RBI exchange rate/SBI TT selling rate/Customs notified exchange rate as given on B/E on the date of arrival at India for the purpose of calculation of airfreight charges on Gross Weight.
8. In case the cargo is received in shortage/damaged condition/short landing cargo, no payment shall be made to the CHA till CSIR-IHBT receives the insurance claim. In such cases we shall file shortage/damage/not found/not traceable notice with airport authorities and obtain necessary certificate from the airline and lodge necessary claim with the concerned authorities under intimation to CSIR-IHBT. During inland transportation any loss/damage shall be the sole responsibility of ours. In that case we have to provide loss/damage certificate immediately.
9. As we shall handle sophisticated and valuable consignments, we shall furnish a PBG of Rs. 2.00 lakhs and Fidelity Bond of Rs.10.00 lakhs in favour of Director, CSIR-IHBT valid till contract period + 60 days as per the format prescribed to safeguard the interest of CSIR-IHBT in the event of any loss to CSIR-IHBT due to any act of omission and commission by us. Director, CSIR-IHBT will have the discretion to order for the forfeiture of the deposit against any breach of contract. In case of extension of contract I shall extend PBG & Fidelity Bond for extended period.
10. **We hereby declare and undertake that our firm has not been blacklisted/suspended for doing business with CSIR/any Govt/PSU/Autonomous body for performing the same type of services in the past or at present.**
11. We unconditionally accept all the terms and conditions as provided in this document.
12. I shall ensure the insurance preferably from Govt. Company for the import & delivery to CSIR-IHBT.
13. We agree that after collection of documents from CSIR-IHBT Palampur performing customs clearance of the consignment within free period and delivery to CSIR-IHBT Stores, Palampur within 7 days of arrival at the international airport, **failing which Liquidated damage exceeding 7 DAYS of Rs. 2,000/- per day subject to maximum of Rs. 10,000/- will be applicable and deducted from our bills. Perishable consignment will be immediately delivered with proper dry ice arrangement**

Signature

Name of the bidder:

Date :

Rubber seal of the bidder

ANNEXURE 'E'

**Check List for Technical and Price-Bid**

S. No.	Check-points	Yes/ No	Page No. of quote
1.	Whether the rates have been quoted as per the formats enclosed with our tender document?		
2.	Whether the attested copies of valid custom house license (CHA) in the name of quoting firm applicable in Delhi and facility at Mumbai Port enclosed in your quotation?		
3.	Whether the copy of valid IATA accreditation or FIATA membership certificate has been submitted?		
4.	Whether copy of ISO 9001 or recent quality system certification enclosed?		
5.	Whether copy of registration in custom houses at N.Delhi and <b>facility at Mumbai</b> are enclosed?		
6.	Whether the list of name and complete addresses of the freight forwarders/associates with details of Tel/Fax/E-mail enclosed?		
7.	Whether details of Three similar contracts for freight forwarding and custom clearance work in the name of bidding firm in the preceding three years (2019/2020/2021) as per para 3.5 enclosed?		
8.	Whether the EMD of Rs. 50,000/- in the required format enclosed?		
9.	Whether undertaking attached as per Annexure D.		

Signature  
Name of the bidder:  
Date :  
Rubber seal of the bidder

Annexure-5E  
BID SECURITY FORM  
(Refer para 5.1.2 (ix)(c) & 6.1.1 (01) of the CSIR Manual)

Whereas \_\_\_\_\_ (hereinafter called the tenderer”) has submitted their offer dated \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called the tender”) against the purchaser’s tender enquiry No. \_\_\_\_\_

KNOW ALL MEN by these presents that WE \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ having our registered office at \_\_\_\_\_

\_\_\_\_\_ are bound unto \_\_\_\_\_ (hereinafter called the “Purchaser”)

In \_\_\_\_\_ the \_\_\_\_\_ sum \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

THE CONDITIONS OF THIS OBLIGATION ARE:

(1) If the tenderer withdraws or amends or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender.

Or

(2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-

(a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.

(b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity i.e., up to \_\_\_\_\_ and any demand in respect thereof should reach the Bank not later than this date.

\_\_\_\_\_  
(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, Name & Address of the Issuing Branch of the Bank

Note: Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc

Annexure-5K  
PERFORMANCE SECURITY FORM

*(Refer para 5.1.2 (ix)(i) & 6.1.2 (02) of the CSIR Manual)*

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,

.....  
WHEREAS ..... (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract No. .... dated .....to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of ..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the ..... day of ....., 20.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, Name & Address of the Issuing Branch of the Bank

Note: Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.