



TENDER DOCUMENT FOR: Custom House Agent

BID REFERENCE	IIT (BHU)/IPCell/2016 - 17/646 Dated : 7th September, 2016
DATE OF COMMENCEMENT OF BIDDING	10th September, 2016
LAST DATE FOR SEEKING CLARIFICATIONS	29th September, 2016 (up to 16:00 Hrs).
LAST DATE AND TIME FOR RECEIPT OF BIDS	3rd October, 2016 (up to 16:00 Hrs).
ADDRESS FOR COMMUNICATION	The Dy. Registrar, Institute Purchase Cell, Indian Institute of Technology (Banaras Hindu University), Varanasi – 221 005, U.P., INDIA Phone: 0542 2366674 Fax: + 91-542-2368428 E-mail: deputy.registrar@itbhu.ac.in
DATE, TIME & VENUE OF BID OPENING	5th October, 2016 at 03.00 p.m. in the Meeting Room (Ground Floor) of the Administrative Building.

INDIAN INSTITUTE OF TECHNOLOGY
(BANARAS HINDU UNIVERSITY)

- 1.0** Indian Institute of Technology (Banaras Hindu University) a leading Institution of National importance established by an Act of Parliament Vide Notification no. F.No.8-5/2008-TS.I (Vol.-IV) from Ministry of Human Resource Development, Govt. of India, the Institutes of Technology (Amendment) Act, 2012 (No.34 of 2012) has come into force on 29th day of June 2012 and consequently, the erstwhile Institute of Technology, BHU has become Indian Institute of Technology (Banaras Hindu University), Varanasi w.e.f. June 29, 2012 cater the entire need of technical higher education national and international level. Indian Institute of Technology (Banaras Hindu University) imports equipments, chemicals and other materials worth approximately Rs. 5.00 to 20.00 crores every year. These materials are used for teaching and research purposes. As per current policy of Government of India, Indian Institute of Technology (Banaras Hindu University) is exempted from custom duty on producing 'Custom Duty Exemption Certificate' issued by the Registrar, IIT(BHU) against the Registration number allotted to University by the Department of Scientific & Industrial Research, Ministry of Science & Technology, Govt. of India.
- 2.0** To achieve the same, sealed tenders are invited from registered Custom House Agents for clearing the consignment of the Institute on FOB / CIF basis for the above activities for a period of one year which will be extendable beyond one year based on satisfactory performance.
- 3.0** Instructions to contractor and conditions of the contract are enumerated in section-A and Section-B respectively which may be read before filling up the rates in the financial schedule. Clarifications required, if any, may be sought for in writing or deputy.registrar@itbhu.ac.in or over phone from the undersigned to avoid any error in filling up the tender.
- 4.0** In case of IIT(BHU) appoints you as Custom House Agent, you would be required to perform all duties as enlisted in Section-C.
- 5.0** It is expected that CHA would be able to get the consignment cleared promptly without any demurrage / storage etc. with correct customs duty as applicable to the imported cargo.
- 6.0** **A D/D of Rs. 1,000/- for cost of Tender form** in favour of Registrar, IIT(BHU) may be submitted along with offer. Further, the tender should be accompanied by a **Fixed Deposit for an amount of Rs. 1,50,000/- (Rupees One Lakh and Fifty Thousand only) as Earnest Money Deposit** drawn in favour of "Registrar, IIT(BHU)" (Cheques shall not be accepted). Tenders received without above would not be considered and summarily rejected. **The EMD shall be refunded to the unsuccessful bidders after finalization of the tender.**
- 6.0(a)** After submission of offer / revised offer or acceptance of Company's counter offer, if any, at any stage within the validity period of the offer, if any bidders withdraws such offer / revised offer / acceptance of counter offer, their EMD, will be liable to be forfeited and would invite penal action as deemed fit.
- 6.0(b)** Further, any new / additional conditions put forth by the bidders after submission of offers / acceptance of offers shall not be considered by the IIT(BHU). It may, however, be reviewed seriously by the IIT(BHU) and may invite penal action as deemed fit.

- 6.0 (c)** Any failure to reply to our query / offer, etc. without any reasons, whatsoever, after submission of offers shall be treated as if the bidder is not interested in the tender and may lead to forfeiture of E.M.D, and other penal action as deemed fit by the IIT(BHU).
- (d)** All consignments must be insured up to IIT(BHU).
- 6.0 (e)** CHCA must ensure deploying local agent at Varanasi.
- 6.0 (f)** On acceptance of the offer, the CHCA shall be required to sign an agreement with the IIT(BHU) for providing their services. They will also be required to deposit a security of Rs. 3,00,000/- in form of Bank Guarantee.

SECTION-A
INSTRUCTIONS TO TENDERERS

1.0 COMPOSITION OF TENDER BID:

The tenders have to be submitted under two part-bid systems in separate sealed covers as explained below:

1.1 FINANCIAL BID:

1.1.1 Financial bid is to be submitted on the format enclosed. (*Price Schedule-I*).

1.1.2 Rates have to be quoted for each and every items of each schedule. Bidders should quote rates against the items in the Tender Schedule for the work as fully described and contained therein. **NO modifications to the work contained in the items will be allowed.**

1.1.3 Quotations other than in the prescribed formats will not be accepted under any circumstances. Hand written offers will not be accepted.

1.1.4 No clarification or modification to the specifications, item, descriptions, scope of work and other tender term and conditions is to be enclosed in this sealed cover. Any such clarification / modification if enclosed in this sealed cover (**financial bid**) will be totally ignored and such bids are liable to be rejected.

1.2 TECHNICAL BID:

Bidders shall sign the Section A to C of Technical Bid documents and affix company seal on all the pages containing sections and formats and submit all these documents in separate sealed cover clearly super scribed “**CHA TENDER FOR 2016 – 17” – TECHNICAL BID**”.

2.0 SUBMISSION OF BID:

The sealed tender, is to be addressed to Registrar, IIT(BHU), Varanasi-221005 submitted in the office of the **Dy. Registrar, Institute Purchase Cell, Indian Institute of Technology, (Banaras Hindu University)** on or before **3rd October, 2016** at 16.00 hours.

2.1 Two part bid: Offer shall be made in two parts as detailed below:

“Techno-commercial bid (part 1 bid) “placed in a sealed envelope super scribed with RFQ no., due date & price bid (Part II bid)” placed in a separate sealed envelope super scribed with RFQ no., due date. Both the sealed envelope shall be placed in another sealed envelope super scribed with RFQ no. and due date.

3.0 CORRECTION / MISTAKES:

3.1 All corrections in the bid should be initialed along with company seal.

3.2 Any request from the Tenderer in respect of additions, alterations, modifications, corrections, etc. of either terms or conditions or rates of their offer after opening of the tenders shall not be entertained.

4.0 VALIDITY OF OFFERS:

The offers against this tender shall be valid for a minimum period of 90 days from the date of opening of the tender.

5.0 Canvassing in any form is strictly prohibited and the bidders, who resort to canvassing, shall be liable to rejection.

6.0 The acceptance of tender and award of the contract shall rest with the company who does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders received without assigning any reason thereof.

7.0 The acceptance of tender shall be intimated to the successful contractors through a Letter of Intent. The contractor shall be required to execute an agreement and submit Security Deposit as per para 10.0 below, within 15 (fifteen) days from LOI which should be valid up to six months after the expiry of the contract period as specified in the Letter of Intent. In the event of failure on the part of the contractor to sign the agreement and furnish the SECURITY DEPOSIT within the specified time, the amount of Earnest Money may be forfeited and the acceptance of his Letter of Intent may be considered as withdrawn.

8.0 THE ESSENTIAL CRITERIA FOR SELECTION OF CHA ARE AS UNDER:

8.1 CHA must possess a valid License for customs clearance at Bangalore, issued by the appropriate authority, in his / company's name.

8.2 EMD for Rs.1,50,000/- and cost of Tender Rs. 1,000/-.

8.3 CHA should have completely covered warehouse / godown with a minimum floor area of 1500 sq.ft.

8.4 CHA shall indicate particulars of PAN / TAN / EFT details in their offers.

9.0 SECURITY DEPOSIT:

Successful bidders shall be required to furnish Security Deposit to the IIT(BHU) for the fulfillment of the Contract in shape of Bank Guarantee of Rs. 3,00,000/- .

10.0 Details of the Godowns held by the CHA may be furnished in the following format:

S.No.	Details of Godown with address	Area in Sq. Ft.	Open or Closed	Owned or Rented	Security arrangements

10.0 The bidders should submit ownership / lease / tenancy documents of such godowns.

11.0 The above documents may be submitted along with the techno-commercial part of the tender.

12.0 In case of change of godown address during the contract period, CHA has to intimate to IIT(BHU) immediately and suitable documents to be presented to IIT(BHU) for the same.

13.0 Advance custom duty clearance & transportation: 5 lakhs total at a time.

14.0 INSPECTION OF MATERIALS IN THE GODOWN

IIT(BHU) reserves the right to inspect their materials stored in the Godown at any point of time during the tenure of the contract. If during inspection or at any other time, it is observed that the materials were not stored properly and there is a risk of damage / pilferage to the materials or safety of the materials are not adequately taken care of, action as deemed fit will be taken by the IIT(BHU).

SECTION-B
GENERAL CONDITIONS OF THE CHA CONTRACT

1.0 Period of Contract:

- 1.1** The period of CHA contract will be **for one year** with the provision of **further extension up to one year or so on the performance basis** at the sole discretion of IIT(BHU) **only CHA's having valid CHA License in their own name, will be considered for the tender.**
- 1.2** The IIT(BHU) reserves the right to interchange / change the work allotted initially during the currency of contract without assigning any reasons whatsoever on the same rates and conditions of the contract.
- 1.3** The IIT(BHU) reserves the right to terminate the contract at any time, without assigning any reasons thereof, by giving three months notice of their intention to do so in writing to the CHA who shall not be entitled for any compensation by reason of such termination.
- 1.4** If at any time during the currency of the contract, the CHA fails to render satisfactorily all or any of the services required under the scope of work in the opinion of the company, whose decision shall be final and binding on the CHA, the IIT(BHU) reserves the right to get the work done by other parties or departmentally at the CHA's risks and costs.
- 1.5** In the event of the CHA going into liquidation or winding up business or making arrangements with a third party, the IIT(BHU) shall have the right to terminate the contract forthwith. In case any of the partners of the agent become insolvent, the contract shall automatically stand terminated. The IIT(BHU) reserves the right to claim from the CHA any cost and expenses or loss that it may have incurred by reasons of breach of terms and conditions of this contract.
- 1.6** The CHA shall not split or transfer to any other party any part of the contract during the currency of the contract.
- 1.7** The CHA shall immediately intimate any change in the address of the Office and Godown during the period of the contract.
- 1.8** Whenever asked by the IIT(BHU), all documents including licenses, power certificates, exemption certificates etc. will be returned by the CHA immediately not later than a week, failing which appropriate action as deemed fit by the IIT(BHU) will be taken.
- 1.9** Maximum two CHA will be appointed at a time for the purpose based on the rate of L1.

2.0 TERMS OF PAYMENT:

- 2.1** The CHA will be required to raise the bill for the services rendered in the form prescribed by the company from time to time. The bills will have to be raised serially for each Docket / Bill of Entry after all the packages contained in the Docket / Bill of Entry are dispatched to the destination as per the Company's instructions.
- 2.2** The CHA will not be entitled to claim any interest or any other charges on delayed payments.

3.0 ARBITRATION:

- 3.1** In case of any or all disputes arising out of or any way concerning the contract between IIT(BHU) and the CHA, the same shall be referred to sole Arbitrator or nominee appointed by him in writing. The arbitration shall be conducted in line with the provisions of Arbitration and Conciliation Act 1996. The award of the Arbitrator will be final and binding on both parties. The venue of the arbitration will be IIT(BHU), Varanasi.
- 3.2** During the currency of the arbitration proceedings, the contractor will have to continue to perform in line with the contract and will not abandon the work in any way.

4.0 PENALTIES:

The IIT(BHU) may at its discretion levy penalty, up to a maximum of 10% of the value of the contract in case the CHA fails to perform any or part of scope of work as defined and which in the opinion of the IIT(BHU), has led to a loss. This penalty is in addition to the Risk and Cost element under clause 1.4 of General conditions of the Contract.

5.0 FORCE-MAJEURE

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, blockades, insurrections, riots, terrorist acts, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, landslides, lightning, earthquakes, epidemics, quarantine restrictions, strikes or other industrial disturbances, lockouts, act of God, storm floods, washouts, arrest and restraints of the Government, necessity for compliance with any court order, law or ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal or state, civil or military, civil disturbances and any other events (hereinafter referred to as “events”) provided, notice of the happening of any such event is given by either party to the other within 14 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of IIT(BHU) as to whether the deliveries have been so resumed or not, shall be final and conclusive.

6.0 MISCELLANEOUS

- 6.1** The contract or terms thereof entered into between IIT(BHU) and the CHA shall be governed and regulated by the relevant laws for the time being in force in the territory of India, relating to the contract.
- 6.2** The CHA shall also carry out and observe the provisions of the Workmen’s Compensation Act and Shops and Establishments Act and all other relevant Acts of the centre and the State and any rules made there under and also indemnify the IIT(BHU) against any liability that may be imposed on the Company for non-observance of any terms of the aforesaid Workmen’s Compensation Act or Shops and Establishment Act or Dock’s Labor Act or Child Labor Act or any other Acts/Rule/Statutes in force.
- 6.3** The CHA shall provide particulars like PAN Number, Sales Tax No., and EFT details at the time of submitting offer.

SECTION-C
SCOPE OF WORK AND OTHER CONDITIONS

1.0 ROLE OF AGENT

The CHA shall act as Customs House Agent for IIT(BHU). The scope of work shall include clearing, Forwarding and Transportation of packages of such imported materials to IIT(BHU), unloading them (wherever required).

CHA will be required to perform all customs procedures related to export of goods for rework and return. This will also include the movement of material in IIT(BHU) premise.

The CHA will be required to perform all duties as prescribed under Customs Act 1962 and Customs House Agents Regulation 1984 and as amended from time to time. The Agent shall keep themselves fully conversant and familiar with the laws, rules, regulations and procedure framed by Airport Authority, Port Trust, Customs, DGFT, insurance and other concerned agencies for clearance and carriage of goods by Air/Sea.

2.0 FILING OF DOCUMENTS:

Preparations and filling of all necessary documents with the Customs, Insurance Company, Airlines, Post Office, etc. for clearing and forwarding of consignments arriving at Varanasi port well in time shall be the responsibility of the CHA.

CHA should file B/D at Customs immediately. CHA would be responsible to collect Dak/DDs/ any other document for urgent work on specific requirement.

3.0 TIMELY CLEARANCE

The CHA will be required to effect clearance and dispatch of all consignments in the shortest possible time after their arrival and in any case before the Last Free Date (LFD) fixed by Customs Authorities. In case any CFS does not give any free day/days and agent has cleared the Cargo within the specified time schedule (as per page 11 of tender documents), ground rent/demurrage will be borne by the IIT(BHU) subject to furnishing the documentary evidence.

Clearance of consignments at the earliest is the essence of contract and the CHA shall take all measures in advance for ensuring the same.

The CHA shall arrange for the prior assessment of bill of entry no sooner the Manifest (prior entry) is filed by the carrier's agents in the customs. The CHA shall utilize the facility of prior assessment of B/E without waiting for filing of Manifest, as per the relevant regulations, Public Notices, etc.

The CHA will be fully responsible for prompt finalization of Bill of Entry/Shipping Bills including examination and out-of-charge. The examination of goods by Customs, including first check examination, is to be got done promptly. All the queries of the Customs, at any stage, are to be attended to and satisfactorily replied without any delay. Any hold-up for want of documents etc. should be promptly brought to the notice of company or its representative in writing.

Following schedule of Clearance in number of days has to be strictly followed by the CHA after handing-over last input/documents by the IIT(BHU) to them.

S.N.	Activity	At ICD	At Airport
A	Import clearance both Home consumption and Ex-bond B/E under DEEC (including TRA)/Project Imports (including TRA)/ Power certificate/Adhoc exemption certificate including Power certificate bond procedure.	4	3
B	Boding under section 59/69 (including Docks/Warehouse clearance	5	4
C	In the event of Late Noting under section. 48 (additional time)	1	1
D	In case of OBL/BRO received after B/E completion, duty paid/ ADF/IDF done (obtaining final D.O. which also includes multiple console D.O. if any) (additional time)	2	1
E	Computer Registration of DEEC License/ ADVANCE License/ EPCG License/ TPS License/ SFIS/ EPCG License	2	1

Last input/documents are, such as Invoice/final MOA/ PO (PI) application (in case of PI clearance/Technical write-up catalogue (if applicable) specification (if applicable)/ mill test certificate (if applicable)/ explanation to Customs Examination order/ resolving classification or notification dispute.

Any other input/documents IIT(BHU) is expected to provide and not covered above.

Major import clearance activities includes-

- a) Collection of freight bills, IGM/item from shipping company
- b) Noting of B/E / Advancing of B/E
- c) Processing of B/E for customs formalities assessment, audit, DC clearance, ADF/IDF, TR6 challans
- d) Preparation and notarising of all types of bonds required for clearance
- e) Customs duty payment
- f) Payment to forwarders, obtaining final delivery order, etc.
- g) Payment of CFS/ICDs, "S" form formalities
- h) Despatch of cargo to godown
- i) Processing of first check, wherever called for
- j) Chemical composition checks, if required
- k) Activities related to bonding of consignments
- l) All other related activities in the process of customs clearance of goods.

Time is the essence of the contract and CHA shall make all endeavours to complete the activities in time as given above.

However, certain delays which are beyond the CHA's control, they may arrange the documentary proof in the following cases for demurrage/container detention/ground rent/ storage charges/TSC charges/ Warehousing charges.

- 1) EDI system non-functioning for noting of B/E and assessment and further processing delay of said B/E suitable record in this regard to support the issue required.
- 2) Customs server down.
- 3) In case Customs EDI system not functioning leading to hold-up in getting out of charge report, the report copy to be enclosed along with the review for verification of date.

Any delay beyond the specified period given above will be on account of CHA and recovery for additional detention/demurrage/storage/warehousing charges and any other charges for the period beyond the specified period shall recovered from the pending bills of the CHA.

4.0 Payment to be made by CHA:

- 4.1** The agency is required to ensure to pay all the requisites levies including Custom duty etc up to Rs.5.00 lakhs at their end in normal courses to avoid unnecessary demurrages and the same will be reimbursed to them on bill basis
- 4.2** The agency is required to pay the Custom duty and clearance charges and claim on bill basis after delivery of the goods in good condition up to IIT(BHU), Varanasi at least up to 5 lakhs or above should be mentioned by the bidders.
- 4.3** On special occasion the Institute will pay the advance for clearing the respective consignment based on tentative detail to be submitted by agency. The final bill along with adjustment of advance, if any, should be submitted within a week after the delivery of consignment.

5.0 CORRECT DUTY PAYMENT:

The CHA will be fully conversant with customs classifications and proceed to make correct duty payment on behalf of the IIT(BHU) immediately on receipt of documents from the IIT(BHU).

In case of any clarifications or additional information is required from the IIT(BHU) the same shall be promptly brought to the notice of IIT(BHU) or concerned department in writing and obtained expeditiously.

In case customs authorities do not agree with the classifications or notification benefits obtained initially by the CHA on behalf of the IIT(BHU), the same shall be brought to the notice of the IIT(BHU) or concerned department before assessment and further action will be taken as per the instructions of the consignee.

In case of excess duty is paid due to lapses on the part of the CHA, the amount so overpaid may, solely at the absolute discretion of the Company, be recovered from the outstanding bills of the CHA. The recovered amount will be refunded when and to the extent, the overpaid amount is refunded to the IIT(BHU) by the customs.

Similarly, if any penalty and/or fine is imposed by customs authorities due to lapses on any or one of the above the amount of penalty and/or fine levied may, solely at the absolute discretion of the IIT(BHU) be recovered from the outstanding bills of the CHA. However, if such fine and/or penalty is subsequently waived or reduced by customs authorities, the amount refunded to the company by the Customs would be paid back to the CHA.

6.0 CORRECT PAYMENT TO OTHER AGENCIES:

The CHA shall ensure correct and timely payments, such as, customs duty payment, Do charges, warehouse/storage charges, on behalf of the IIT(BHU) including charges paid through IIT(BHU) to other agencies. In case any wrong payment or excess payment is made by the CHA to such other agencies, CHA will be fully responsible for the same and will have to make good the losses suffered by the IIT(BHU) on this count. The IIT(BHU) will recover such amount (including interest, if any) from the outstanding bills of CHA. However, if such fine and/or penalty or excess payment is subsequently waived or reduced or refunded by other agencies, the amount refunded to the IIT(BHU) by them would be paid to the CHA.

7.0 SUBMISSION OF ORIGINAL BILLS OF ENTRY & OTHER RELATED DOCUMENTS:

The CHA would send back the original bills of entries (Duplicate & Triplicate), TR6 challan & other related documents (as applicable), immediately under separate covering letters in the formats to be specified by the IIT(BHU) but not later than one week from the date of clearance. In the event of failure of CHA to comply with the above, the same will be viewed seriously by the IIT(BHU) and appropriate action as deemed fit will be taken by the IIT(BHU).

8.0 PHYSICAL CLEARANCE:

The CHA shall arrange expeditiously clearance of goods from various post including payment of all statutory and mandatory dues to these authorities and completion of customs examination, up to their loading in vehicles to CHAs godown/EDN/ESD. CHA to handover B/E copy to transporters representative/drive at the time of dispatch. If need arises, CHA will arrange for partial shifting of cargo/consignment to their godown partial dispatches to IIT(BHU) Unit /Sites immediately (within 15 days), as directed by the concerned Unit.

The CHA shall check consignment with respect to invoice, packing list, AWB copy and ensure correctness of the same before clearance. In order to ensure that there is no pilferage or loss of small valuable packages, the CHA shall arrange with BIAL the storage of such packages immediately on discharge in cages provided by the sheds.

For air consignments also, the CHA shall make all efforts to trace the packages expeditiously. If the packages are not traceable, the Agent will make log entry as per the prevailing rules and procedures.

9.0 SHORT-LANDED OR DAMAGED GOODS:

It shall be the responsibility of CHAs to give notice of loss within seven days from the landing of goods to the Carriers, Airport authorities/ICD/CWC and Underwriters for non-delivery/ short delivery/losses/damages of the packages/bundles/boxes/drums/loose items, etc. found from the consignments assigned to them for clearance at the Dock/Airport/post office at the time of taking over the delivery and or within the prescribed time limit after taking over the delivery. It is to be ensured by CHA that all such intimations are given within the prescribed time limit. In time barred cases, the loss sustained by the Company shall be to the account of the CHA.

It shall be the responsibility of the CHA to ensure that the Non-delivery certificate (NDC) and/or Landing Remarks Certificate (LCR) are obtained from the Airlines authorities/ICD/CWC within the time limit prescribed for settlement of the claim with the Carriers/Underwriters and submit the same to the IIT(BHU) carriers and Underwriters for settlement of the claim.

In case these certificates are not obtained by the CHA within the prescribed statutory period, they should inform our Underwriters in writing for obtaining extension of the time limit from the concerned authorities. After the formal application for extension of time limit has been made by the CHA to the carriers, they shall pursue the matter and obtain the short-landing or non-delivery certificate and submit the same to EDN/ESD. All formalities that may be required to realize the claim shall be undertaken by the CHA.

In case of goods specified by the IIT(BHU) and in case of apparent damages, the CHA will apply for survey by Carriers, port authorities, underwriters, etc. (including insurance survey) within 48 hours of landing of goods at BIAL/ICD and obtain the survey report.

If any loss or damage is apparent, the CHA shall lodge claim on the Carriers, Customs, etc. respectively for any theft, breakage, loss, damage or deterioration of material found at such survey within the time limit prescribed as per the Carriers Act. In no circumstances, the goods will be cleared without survey, if they are in doubtful condition or have been specified by the company. If the Goods/Consignments are cleared without survey to CHA's godown and at that time, if loss/damage to Goods/Consignments is noticed, the agent shall be held responsible for the same. The surveyor's fees of Company's appointed insurance surveyor shall be borne by the company.

10.0 LOADING AND DESPATCH

The CHA shall be responsible for unloading and loading of consignment and ensure that there is no loss, shortage, deterioration or damage to such consignments. The CHA will ensure that damaged cases are repacked properly before dispatch as per the instructions of the IIT(BHU).

11.0 The CHA shall store the imported cargo at their godown. The storage conditions including any specific requirements during its storage shall be intimated by the IIT(BHU) and CHA shall its compliance. During such storage, the CHA will continue to be responsible for ensuring safety of the materials.

The CHA shall ensure that all cargo taken into stores are kept in covered storage or physically covered by tarpaulins and take such measures as may be necessary to prevent damage to consignments received in packed or unpacked condition due to rains and natural hazards or physical handling for which no extra charges shall be payable as per rates agreed and indicated in the annexure.

12.0 CLAIMS

CHA shall lodge and pursue the following claims till final settlement in respect of consignments cleared by them.

- a) Duty drawback claims in respect of export shipments.
- b) In case of short-landing, the short landing certificate and customs certificate will have to be obtained immediately, but not later than the specified time limit, by the Agent.

13.0 The CHA will submit their bills for each Docket/Bill of Entry indicating the Docket No., P.O. number, flight/vessel details within 15 days of the clearance of consignments/shipment as PWE Cl. 2.0 under Section-B of the Tender.

IMPORT

- 1) Copy of B/E with examination order on the reverse side of Bill of Entry (Manual B/E) and examination report on EDI B/E.
- 2) Customs endorsed copy of B/L or AWB
- 3) Customs endorsed copy of packing list or invoice cum packing list, wherever applicable.

- 4) Receipt for all statutory/mandatory payments made to the Government agencies.
- 5) Original vouchers/receipts in support of claims for reimbursement (in case the originals have been submitted earlier, copy of the same should be enclosed).
- 6) Copy of Customs examination order (if applicable)
- 7) Copy of customs out of charge (if applicable)
- 8) Customs notice/circular, if any.

No bill will be processed for payment by the IIT(BHU) unless the above requirements are fully complied with.

DEMURRAGE/STORAGE/TERMINAL SERVICE CHARGES/GROUND RENT/AIR WAREHOUSING/CONTAINER DETENTION CHARGES:

The demurrages, warehousing charges and container detention charges levied for reasons solely attributable to IIT(BHU) shall be borne by us. Similarly, if these are levied for reasons attributable to CHA, the same shall be recovered from the bill of the CHA. In all cases, the explanation of the CHA will be examined by the Company and payment of the bills will be made after recovery, if any, on account of the failure on the part of the CHA.

In cases, where demurrage explanations are not given, it will be assumed that the CHA has no explanation to offer and the Company shall arrange for recovery of demurrage on account of failure on the part of agents in whole from the pending bills as per the merits of the cases. The decision of the IIT(BHU) in determining the amount, if any, recoverable from the CHA shall be final and binding on the Agent.

14.0 PHOTOCOPYING:

The CHA will arrange for the required number of additional copies of all documents on their own. No additional charges would be payable on this account except to the extent of lump-sum charges specified in the rate schedule.

The CHA would send one full size photocopy of the B/E to the Company on the next working day of the payment of duty/ADF.

The CHA would also handover a photocopy of the relevant B/Es to each truck/trailer carrying company/s imported goods.

15.0 TAXES AND DUTIES:

Taxes/Duties as applicable on CHA services will be paid extra subject to furnishing of documentary proof evidence.

16.0 MAINTENANCE OF RECORDS:

The CHA shall maintain the following records:

- 16.1 Account of consignments cleared, handled, forwarded and transported, These records shall be furnished to the company at such intervals and in such a manner as the BHU may demand from time to time.
- 16.2 Register/computerized record of bills of entry filled by them.
- 16.3 A refund register/computerized record for refund of customs duty paid in excess in regard to short landing claims.
- 16.4 A bill of import documents i.e. bill of entry's from, invoice and bill of lading.
- 16.5 A copy and register of other documents like drawback claims, etc.
- 16.6 Records of PD account in respect of customs and BIAL / ICD.

17.0 REPORTS:

The CHA would also send the following periodical reports as per the formats to be provided by IIT(BHU)

S.No.	REPORT
1	Monthly status report of pending consignments
2	Monthly report of Customs duty paid
3	Monthly report of consignments cleared and sent from Airport / ICD
4	Monthly report of demurrage / air warehouse charges incurred on consignments cleared
5	Monthly report on consignments cleared during the previous month with complete particulars against each docket.

PERFORMANCE OF SUCCESSFUL CHAs DURING THE COURSE OF CONTRACT WILL BE CONSTANTLY MONITORED AND CHAs WHO ARE NOT UPTO THE MARK WILL NOT BE ELIGIBLE FOR FUTURE CONTRACT

LIST OF FACILITIES:**MATERIAL HANDLING FACILITY**

S.No.	Name of equipment	No. of Units	Kind of make	Capacity	Age & condition	Present location	Remarks
1							
2							
3							
4							
5							
6							

TECHNO-COMMERCIAL CONDITIONS
CHECK LIST TO BE SUBMITTED ALONGWITH OFFER

S.No.	Details	Acceptability
1.	OFFER VALIDITY (To indicate the period of validity)	
2.	EMD DETAILS (Pl. indicate DD No. / date / Amount)	
3.	CHA LICENCE CERTIFICATE	ENCLOSED / NOT ENCLOSED
4.	TERMS OF PAYMENT BHEL'S standard payment terms = 30 days credit	ACCEPTABLE / NOT ACCEPTABLE
5.	TAXES APPLICABLE (Whether indicated in the offer) Indicate values	YES / NO
6.	GODOWN FACILITY	AVAILABLE / NOT AVAILABLE
7.	TRANSPORT	OWN / HIRED
8.	GODOWN	OWN / HIRED
9.	PRICE SCHEDULE	COMPLETED/NOT COMPLETED
10.	NUMBER OF EMPLOYEES / PERSONS IN THE ORGANIZATION	
11.	CUSTOMERS REFERENCE LIST	ENCLOSED / NOT ENCLOSED
12.	MATERIAL HANDLING FACILITY (Attach Details)	AVAILABLE / NOT AVAILABLE
13.	OFFICE PREMISES	OWNED / HIRED
14.	AGREEMENT TO ALL TERMS & CONDITIONS OF THE TENDER	YES / NO

SIGNATURE WITH SEAL