



## NOTICE INVITING TENDER

Director, INDIAN INSTITUTE OF INTEGRATIVE MEDICINE, Jammu invites sealed Bids on two bid basis from Service Providers for **“Appointment of consolidation- cum- Clearance Agent for import / export shipments through Air, Sea and Foreign Post Office” electronically through e-procurement portal of NIC**

Last date for submission of Tenders is 19.9.2018 upto 3:00PM which will be opened at 3:00PM on the next day. **EMD of Rs.50,000/-** is to be submitted in the shape of DD/Bank Guarantee/FDR favouring Director, IIIM, Jammu on or before 30.8.2018 . Interested Bidders may obtain further information from the office of the Stores & Purchase Officer, IIIM Jammu or log on to IIIM Website [www.iiim.res.in](http://www.iiim.res.in) for further details.

The Director, IIIM Jammu reserves the right to accept or reject any or all tenders either in part or in full or to split the order without assigning any reasons therefor.

**Stores & Purchase Officer**



**INDIAN INSTITUTE OF INTEGRATIVE MEDICINE**  
**(Formerly known as RRL)**

(Council of Scientific & Industrial Research)

**CANAL ROAD JAMMU**

Telephone:-0191-2585007-11 (EPBAX)/ TELEFAX : 2585032

**TENDER NOTICE**

Director, INDIAN INSTITUTE OF INTEGRATIVE MEDICINE, Jammu invites sealed Bids in Two Bid Format electronically from the Service Providers dealing in customs clearance import & export handling and International freight forwarding under consolidation. Part one of the Bid must contain the TECHNICAL BID giving detailed terms and conditions with documents mentioned in the tender document, and Part Two of the Bid must contain the PRICE BID.

Sl.No.	Name of the Equipment / Service	requirement
1	Tender for appointment of consolidation cum-clearance agent for import / export shipments through Air, Sea and Foreign Post Office	As detailed in the bidding documents

The bidders must submit bids electronically on or before 19.9.2018 up to 3.00P.M. hours (IST) in **TWO BID SYSTEM (PART-1 TECHNICAL BID & PART-II FINANCIAL BID)** and Part –I shall be opened on next day at 3.00 P.M. hours (IST). All bids must be delivered electronically at the date

and time indicated above. Bids will be opened in the presence of Bidders & authorized representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time. Interested Bidder may obtain further information from the office of the Stores & Purchase officer, Indian Institute of Integrative Medicine, Canal Road Jammu (J&K)-180001, India. The Director, IIM, Jammu reserves the right to accept any or all tenders either in part or in full or to split the order without assigning any reasons there for.

The tender documents with detailed requirement and other terms & conditions can be downloaded free of cost from IIM Website [www.iim.res.in](http://www.iim.res.in) and submitted up to **19.9.2018** . Alternatively, the Bidding Documents can be purchased on payment of Rs. 300/- (Rupees Three Hundred Only) (Non-refundable) by way of Demand Draft or Banker's Cheque drawn in favour of the Director, IIM payable at Jammu. The Tenders would be opened on 20.9.2018.

**EMD of Rs. 50,000/-** (Rupees Fifty Thousand Only) must be submitted by way of a Bank Guarantee or Demand Draft / Banker's Cheque / FDR pledged in favour of Director, INDIAN INSTITUTE OF INTEGRATIVE MEDICINE, Jammu. EMD should reach to the office of the undersigned on or before 19.9.2018.

**Director, INDIAN INSTITUTE OF INTEGRATIVE MEDICINE, Jammu reserves the right to accept or reject partly or wholly any bid without assigning any reason whatsoever.**

**Stores & Purchase Officer**

**INDIAN INSTITUTE OF INTEGRATIVE MEDICINE**  
**(Formerly known as RRL)**  
(Council of Scientific & Industrial Research)

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Telephone:-0191-2585007-11 (EPBAX)/ TELEFAX : 2585032

**BID DOCUMENT FOR APPOINTMENT OF AGENT FOR**  
**CONSOLIDATION OF CONSIGNMENTS OF IMPORT/EXPORT**  
**SHIPMENTS THROUGH AIR, SEA AND FOREIGN POST OFFICE**  
**AND CUSTOM CLEARANCE**

**Invitation to Bid No. 9(001)/18-P**

**Date: 21.8.2018**

**Due on: 19.9.2018 at 3:00PM (IST)**

**Opening: 20.9.2018 at 3:00PM (IST)**

INDIAN INSTITUTE OF INTEGRATIVE MEDICINE, Jammu, one of the premier laboratories of Council of Scientific and Industrial Research, invites sealed Bids in **Two Bid System** for the appointment of Consolidation-cum Clearance Agent for a period of **Two YEARS** extendable further on mutual agreement for the import / export of consignments from/to and all over the world by air-freight, air post parcels and sea shipments under consolidation, from the Bidders dealing in Custom Clearance, Import and Export handling and International freight forwarding under consolidation. **The total No. of bills of Entries filed by IIM during April 2012- March 2015 were 148.**

Bidders may download the Bid Documents from IIM Website [www.iim.res.in](http://www.iim.res.in) free of cost. Alternatively, the bidding documents can be purchased from the office of the Stores & Purchase Officer, IIM on payment of **Rs. 300/- (Rupees Three Hundred Only)(non-refundable)** in the form of Demand Draft / Banker's Cheque drawn in favour of Director, IIM payable at Jammu till **17.9.2018 up to 16.00 hours (IST)**. **Bids received without EMD shall be rejected.** EMD of unsuccessful Bidders will be refunded within 30 days after signing of the Contract. No interest would be paid on the Earnest Money Deposit. The EMD of the successful Bidder shall be refunded immediately after submission of Performance Bank Guarantee and Fidelity Bond.

Interested Bidders are requested to submit the TWO PART SEALED BID (quotation) electronically, addressed to the Director, IIM, Jammu latest by 19.9.2018 At 3:00pm (IST). The quotations will be

opened on 20.9.20-18 at 3:00PM in the office of Stores & Purchase Officer in the presence of the authorized representatives of the Bidders who choose to attend the Bid opening.

Clarification, if any, sought by a prospective bidder, should reach the office of the Stores & Purchase Officer in writing by fax or courier by 27.8.2018. No query after this deadline will be entertained.

**1.0 Eligibility Criteria:** Quotations of only those Bidders who fulfill the following Eligibility Criteria shall be considered. Necessary documents in this regard must be enclosed with the **Technical Bid**, failing which the bid shall be summarily rejected.

**1.1** The Bidder should have valid **Consolidation & CHA Licenses in their own name (single name)** registered with Customs at Mumbai and New Delhi and possess valid TIN and PAN Numbers.

**1.2** The Bidder should be registered member of **IATA or FIATA**

**1.3** The Bidder should be certified under **ISO 9001** (2000) quality system certification.

**1.4** The Bidder should be registered with Service Tax authorities.

**1.5** The bidder should have their own facility for Customs clearance at Mumbai and New Delhi both for Air & Sea Cargo and Foreign Post Office. The Bidder must be registered in Customs at both these places and the Registration Certificate should be valid on the date of opening of the Technical Bid. **The services cannot be sub-contracted to any other agency in India.**

**1.6** The Bidder should have successfully executed at least two (2) similar contracts for freight forwarding and custom clearance work during the last three years i.e., **2015-16, 2016-17 and 2017-18** in any Govt. Department/ PSU/CSIR Labs./ Public Funded Autonomous Bodies, including hospitals. Documentary evidences about satisfactory performance of the work issued by the client must be enclosed with their complete mailing addresses and telephone numbers.

**1.7 A copy each of the BALANCE SHEET OF THE BIDDER FOR PREVIOUS THREE YEARS (2015-16, 2016-17 and 2017-18) MUST BE ENCLOSED** certified by chartered accountant evidencing **min. Annual Turnover of Rs. 1.00 Crore per year along with credit worthiness certificate from their bankers.**

**1.8** The Bidder must submit EMD (Bid Security) of **Rs.50,000.00** (Rupees Forty Thousand Only) in the form indicated in the Bidding Document.

**1.9** The Bid should be valid for a period of 60 days from the date of Bid opening.

**1.10** Hand written and unsigned Bids would be rejected summarily.

**1.11** The Bidder must have associates in the Gateway International Airports and a list of such associates detailing location, names, fax, e-mail, telephone numbers, etc. must be enclosed with the Technical Bid.

**1.12** The bidder must have their own arrangements of warehousing , insurance, pick-up and delivery b road withi the country and also in the exporting country. Details of these facilities in India should be given for proper evaluation. Address of Local Office or authorized person of bidder stationed at Jammu (Name, contact NO., Address ,if any,) should be mentioned.

**1.13** 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 current bidding. An undertaking to this effect must be submitted by the bidder. In case any legal case of the firm is pending in the court of Law by any Govt. Organization as on the date of bidding . ( declaration will be given along with the judgment / status of the case.)

**Note: Documents in support of 1.1 to 1.11 must be submitted in the Technical Bid; otherwise the bid shall be rejected.**

**2.0 Scope of Work:** The scope of work involves consolidation, insurance, shipment and clearance of consignments.

### **2.1 Consolidation**

**2.1.1** On the basis of the instructions given in IIIM Purchase Orders, contact the suppliers abroad and regularly monitor progress, follow-up the orders and make advance arrangement to book the consignment promptly.

Shall check with reference to relevant Purchase Orders that all consignments/packages received for onward transmission, give requisite information particularly in regard to the following before dispatch:

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1. Weight and Dimensions 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, etc. shipment
7. Over-dimensional and heavy packages needing special handling arrangements in India.

**2.1.2** Shall arrange freight of consignments to the ultimate destination in India by Air/Ocean through Free Carrier/Liner.

**2.1.3** The consolidation of air cargo must be done within seven working days from the date of receipt of cargo unless a specific date is fixed by IIIM at point of origin and the connected documents must be completed in all respects.

**2.1.4** It shall be ensured that consolidation of air cargo is done under the correct IATA classification.

**2.1.5** The Bidder shall promptly advise IIIM the freight details, Master Airway Bill and House Airway Bill or Bill of Lading along with copy of invoice particulars with relevant Purchase Order number sufficiently in advance of landing of consignments (Pre-Alert).

**2.1.6** The Bidder shall further keep IIIM posted with all information regarding readiness of the consignments for dispatch, expected date of arrival and other allied information.

**2.1.7** The Bidder shall also be responsible and accountable for proper safety, care, handling and storage of goods while in their custody and during transit. The Bidder shall be liable to fully compensate IIIM for any loss, or damage, or destruction of the goods while in their custody.

**2.1.8** The Bidder shall, on receipt of consignments of IIIM at the destination, obtain Delivery Orders by paying the freight in Indian Rupees and clearing the consignment from Customs on IIIM's behalf.

**2.1.9** To enable the Bidder render the services as stated above, IIIM agrees to send the Bidder, copies of individual orders for goods placed on their suppliers with a clear instruction through whom the carriage has to be routed. IIIM shall ensure that majority of purchase orders on their overseas suppliers are placed on FOB/FCA Gateway International IIIM Airports.

**2.1.10** 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 Bidder 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 Bidder shall bear the diversion charges/demurrage charges and other charges, if any.

**2.1.11** For the purpose of calculating the airfreight, the following provisions shall apply:

a) Volume weight: 6,000 cubic centimeters or 366 cubic inches shall be deemed to equal one kilogram.

b) Rates shall be applied on the actual gross weight or the volume weight mentioned above whichever is greater.

c) Fractions of a kilogram or units shall be charged to next half Kilogram

d) In case of minor weight differences between the supplier's invoices weight and the HAWB weight, the weight indicated on the HAWB shall be the basis for payment of freight charges.



e) If any dimension of a consignment exceeds 307cm X 192 cm X 158 cm such consignment shall be treated over dimensional.

**2.1.12 Ex-works shipments:** In case the foreign supplier agrees to supply the goods on ex-works basis only, the consignment shall be lifted by the agent from the foreign supplier's works for onward shipment to IIIM Stores, Jammu. The all inclusive foreign inland handling/forwarding and Transportation charges, pick-up charges up to nearest gateway Airport in the supplier country shall be paid by IIIM, Jammu as per Annexure "D" appended to the bidding documents. **No other charges should be payable by IIIM for Ex Works shipment.** In case of the need to arrange airfreight of ex-works shipment from countries not listed in Annexure "D", the all inclusive pick up charges shall be payable extra subject to reasonability of such charges, at the discretion of IIIM. In such cases, prior approval of IIIM must be obtained.

**2.1.13** The weight for the purpose of clearance from airport will be the "Chargeable Weight" of the consignment. However, for payment of other charges, towards transportation in India the weight will be the **Gross Weight** as per MAWB / HAWB.

**2.1.14.** In case of orders placed on FCA basis, no extra charges will be payable. Such consignments will be treated at par with FOB consignments.

## **2.2 Clearance:**

**2.2.1** Customs clearance of imported consignments including delicate items, perishable items, dangerous goods (DGR), hazardous, radioactive and ODC shipments from International airports of New Delhi or Mumbai/ ICD/Foreign Post Office and filing of BOE for IIIM shipments (both import and export). This includes sea consignments also. 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 events of non availability of invoice or other relevant paper, if consignments incur demurrage or penalty , the bidder shall be solely responsible. Pre-shipment advises must be intimated well in advance (minimum 48 hours prior to shipment)

**2.2.2** Collection of all documents related to Import / Export from IIIM Jammu.

**2.2.3** The service provider will ensure that correct nomenclature and the HS CLASSIFICATION AS PER EXTANT ITC / Customs Notification is mentioned in the BILL OF ENTRY. The correct product code (HS) verified AND DUTY FREE ITEMS AS PER Customs Tariff Act cleared without duty. (CSIR/IIIM is eligible for levy of concessional Customs

Duty vide Notification CUSTOMS 51/96 and CUSTOMS 21/2002); on items which otherwise attract duty.

**2.2.4** In case the cargo is received in short/damaged condition, no payment shall be released to the bidder till IIIM receives the complete consignment/Insurance claim. In all such cases the Bidder is required to obtain the "Shortage" or "Damage" or "Not Found" or "Not Traceable" certificate from the

Airline//Steamer/Airport/Postal/Courier Authorities and lodge formal claims on behalf of IIM after arranging for insurance survey. Due Customs duty paid however may not be withheld.

**2.2.5** The successful Bidder shall have to bear the applicable custom duty up to Rs. **2,00,000.00 (Rupees Two Lakhs Only) in each case or a minimum of Rs. 5,00,000.00 (Rupees Five Lakhs only)** in case more than one consignments are involved at a given time, on behalf of IIM whether the shipment is through their consolidation or otherwise, which will be reimbursed to the successful bidder at actuals at the earliest upon being intimated properly. In case the amount of **Custom Duty involved is more than Rs.5.00 Lacs** at a time or in any particular consignment, then the successful Bidder shall intimate IIM 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. Any delay in intimating IIM about the duty payable shall be to the account of the Bidder. No plea on account of delay in arranging the customs duty shall be accepted. In case of excess payment of duty to IAAI, the agent shall follow up with the customs authorities till recovery.

**2.2.6** Obtain the Cargo Arrival Notice even for non-console consignment, Delivery Order, and prepare necessary customs documents in consultation with IIM and collect the requisite documents from IIM Jammu.

**2.2.7** The Bidder shall attend to various queries of the Customs with the assistance of IIM.

**2.2.8** The Bidder shall process the documents through the customs and complete all formalities with the Customs/MSIL/Carrier for delivery at IIM.

**2.2.9** IIM agrees to pay the Bidder fixed clearance charges per Bill of Entry of **Rs. 2000/-** as Agency Charges for customs clearance of air/sea consignments. This charge includes all expenses required to be incurred for the purpose of clearance which may include examination fees, arranging transit insurance from port of loading to IIM, Jammu, unpacking & re-packing charges, charges collect fees, handling charges, break bulk fees, dry ice charges, loading charges on account of rebooking of consignment from New Delhi for onward delivery to destination etc. **No other expenses towards clearance shall be payable by IIM under any circumstances excepting storage charges during the free period (at actuals against supporting vouchers).** This rate is firm and fixed for any consignment whether dangerous, ODC, hazardous, radioactive, perishable, etc rebooked properly by air through Air India and for surface transport through TCI or any other reputed Road Transport Company on freight paid basis. The charges will be paid on actual basis against supporting vouchers. No loading or rebooking charges will be payable. The material should be booked so as to ensure that the delivery is given on official working days and in working hours. As unloading will be arranged by IIM, Jammu, and may be in case of heavy consignments crane etc is required. In such cases, IIM, Jammu will not be responsible for payment of haltage charges to transporters if consignment is not received well in time in working hours. The applicability of the transport charges in India shall be assessed on the basis of gross weight only. Service Tax will be payable extra as per rules.

**2.2.10**

The bidder should clear the consignment within the free allowance period to avoid the demurrage. Unavoidable circumstances if any resulting in delay for the clearance and subsequent demurrage/ storage charges should be borne by the Bidder. In case shipments are not cleared within the free period due to fault of clearing agent, demurrage if any, shall be deducted from Agent's clearance bill.

**02.2.11** :The Bidder shall arrange physical inspection of the consignments at the airport and get them out passed from Customs for delivery.

**2.2.12:** The Bidder shall arrange loading of the consignment and transport the same to IIIM's nominated delivery point.

**2.2.13** : All consignments collected by the Overseas Associates for consolidation during the period of Contract shall be collected by the Bidder's overseas associates and handed over to IIIM without any pre-condition. Bills of the Bidder will be released as per Contract.

**2.2.14** : The overseas associates shall follow all the statutory provisions from time to time in their country of operation pertaining to export of the consignment to IIIM.

### **2.3 Exports**

**2.3.1** Export for repairs and maintenance, which will be re-imported during warranty and post-warranty period.

**2.3.2** Export of items for replacement or calibration or sale or analysis and its re-import.

**2.3.3** All procedural formalities for these Exports with Customs will be required to be done by the Bidder.

**2.3.4** The Agent should advise and collect the requisite documents from IIIM for export and arrange for transportation of the packed consignment from IIIM for onward dispatch to the consignee on freight-to-pay / pre-paid basis as the case may be and obtain endorsement on the export Bill of Entry, to facilitate its re-import without levy of any Custom Duty.

### **2.4 Transit Insurance**

**2.4.1** Arranging transit insurance on **125% of CIF** value from any nationalized insurance company covering all transit risks including wars, strikes, riots, civil commotion which should be valid till 30 days after receipt of consignment at IIIM, Jammu. The insurance premium must be expressed as percent of **125% of CIF value**. The insurance should be done as per institute cargo clause Air and institute cargo clause A.

**2.4.2** The expenditure incurred towards transit insurance shall be reimbursed at actual against supporting vouchers and individual insurance certificates.

**2.4.3** Transit insurance shall also be required to be arranged in case of exports, if required.

**2.4.4** Any kind of loss or damage to the consignment will be the Clearing Agent's responsibility for recoupment. However, necessary documents on this account to be prepared by the Agent will be

signed by IIM in the capacity of consignee/importer. The insurance claims, if any must be followed up with the concerned insurance company till final settlement.

**2.4.5** The payment of Airfreight, clearance charges, and pick-up charges, if any, etc. will not be made if the consignment is in damaged condition both externally or internally. However, the payment will be released only after the amount is recouped from the insurance company. IIM will not bear/pay any demurrage charge on account of any delay in clearance attributable to clearing agent or their freight forwarder. In case, a perishable consignment is damaged due to insufficient dry Ice during clearance, Bidder shall be held accountable for the loss. The cost of dry ice, if required for repacking shall be reimbursed at actual against supporting vouchers.

### **3.0 Price Schedule**

.0The bidder shall fill in the Price Schedule form as per Annexure "A" duly signed and stamped and, enclose with the Price Bid. The rates must be quoted as per this format only, otherwise the Bid will be rejected. The discount should be quoted in both figures and words. In case of discrepancy between the two, the discount in words would prevail over the figures.

### **4.0 Bid Evaluation Criteria**

**4.1** The Price Bids of the technically qualified bidders, (meeting the eligibility criteria as stipulated in Sl. No.1.1 to 1.11 above) will be opened, under intimation to the bidders. The contract will be awarded to the Lowest Evaluated Responsive Bidder i.e., the one who offers the maximum discount on the IATA rates.

### **5.0 General Instructions, Terms and conditions**

**5.1** All forwarders are to charge the freight charges on the basis of I.A.T.A. rates which are fixed by I.A.T.A. The latest version of IATA rates from respective country of import should be considered as the reference, while offering discount on forwarding/consolidation rates. **(A copy of the IATA rates adopted for the purpose of offering discount should be enclosed with the priced bid.)** 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 consignment should be shipped in the first available console of the Airline to New Delhi or Mumbai International Airport as the case may be.

**5.2** The Agent should provide details of their associates abroad in the gateway international airports and any change in the dealing parties should be communicated immediately to IIM with full details and particulars.

**5.3** The Bidder, in the price schedule (Annexure 'A') should offer a fixed single standard/flat discount on IATA rates, which should be 'in Percentage' only, uniformly applicable for all countries and on all weight slabs. The offers of the Bidders will be evaluated on the basis of the percentage of discount and not on individual rates for weight slabs from different countries. ***Offers/bids with discounts subject to any conditions imposed by the bidder or in any other format will be rejected outright.*** (A copy of the IATA rates adopted for the purpose of offering discount should be enclosed

with the priced bid.) The rates must be quoted according to the format only, otherwise, the Bid will be rejected.

**5.4** All other statutory charges on Air freight/ Sea Freight will be reimbursed at actuals against supporting vouchers. Statutory Charges are charges levied by Airline/Airport Authority or Government in their Sovereign Capacity, which includes:

(01) IAAI charges \*; (02) Fuel Surcharge;

(03) Security Surcharge; (04) Port charges; and

(05) The foreign inland handling/forwarding charges, pick-up charges, etc. if applicable will be as per Annexure "D" appended to the Bidding Document.

These charges should be supported by the circulars issued by the concerned authorities. The prevailing rate sheet for these charges (Sl. No. 1 to 4) should be included in the Priced Bid.

- **Note:** The IAAI Charges shall be restricted to the storage Charges applicable during the free period only. In the event of revision in IATA rates or any of the above charges the percentage of revision shall be proportionate to such change. The bidder must advise IIM of the manner in which such revision has been arrived at. Necessary documentary proof for such revision must be submitted.

**5.5** The Bidders must have their own arrangements of warehousing, Insurance, pick-up and delivery within the country and also in the exporting country. Details of these facilities in India should be given for proper evaluation.

**5.6** The admissible expenses towards air/sea freight, pick-up charges, etc. would be paid in Indian Rupees as per the exchange rate adopted for the assessment of Custom Duty on the date of filing of the BOE.

**5.7** The terms & conditions governing the freight for items not coming under console or export are to be indicated separately in the Technical Bid. **The rates applicable for non-console consignments shall be as per the tariff fixed by IATA and for ocean freight, as per the charges of the liners.**

**5.8** The successful Bidder will have to submit a Performance Bank Guarantee (PBG) for **Rs.2,00,000.00** (Rupees Two Lakhs only) from a nationalized bank as security, which should be valid at least for 26 months (two years of contract + two months) from the date of contract. The same Bank Guarantee will be returned after completion of 26 months subject to fulfillment of all contractual obligations. No interest would be paid on Bank Guarantee. Director, IIM will have the discretion to invoke the provisions of the PBG for any breach of contract. The PBG has to be submitted before signing of Contract.

**5.9** Only D.O. Charges (when not on console), fixed Bill of Entry charges and statutory levies will be paid by IIM for CIF/CIP Shipments. Transportation charges from New Delhi airport to IIM Stores, if applicable will be paid at actual against supporting vouchers. Service Tax is payable extra, as applicable. D.O. charges on consignments coming under own console shall not be paid.

**5.10** Bank release order (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. The invoice towards consolidation & clearance charges along with the Bill of Entry(BOE) in respect of all shipments must be sent to IIM within 7 working days of custom clearance.

**5.11** In the case of any dispute, the consignment shall not be withheld and must be cleared by the agent and handed over to IIM pending the settlement thereof immediately.

**5.12** Since the successful bidder shall handle sophisticated and valuable consignments, hence, before signing the Contract, the successful bidder shall have to furnish a **fidelity guarantee bond valid for 26 months from the date of Contract for an amount of Rs.10.00 Lakhs** (Rupees Ten Lakhs only) in favour of Director, IIM, Jammu to safeguard the interests of IIM in the event of any loss to IIM due to any act of omission and commission by the successful bidder .

**5.13** The successful Bidder will have to give an undertaking that no consignment of IIM will be detained / withheld by them before or after the custom clearance under any circumstances.

**5.14** The Bidder must collect all documents required for clearance from IIM, Jammu. The Bidder shall be held responsible for any delay in customs clearance, not completed within the free period. The demurrage charges due to Bidder's negligence will not be payable. Similarly, the Bidder shall have to make good to IIM, Jammu any loss incurred due to negligence or failure on their part to take prompt action in finalization of BOE and clearance of consignment.

The Bidder may be required to carry out or arrange to carry out the inspection of the ordered material at the country/port of shipment or supplier's premises on behalf of IIM, Jammu, if required in certain cases. Safe Custody of the Consignment cleared is the responsibility of the Bidder until it is delivered to Stores, IIM, Jammu.

**5.15** The successful Bidder shall have to bear the applicable custom duty up to **Rs. 2,00,000.00** (Rupees Two Lakhs Only) in each case or a maximum of **Rs. 5,00,000.00** (Rupees Five Lakhs only) in case more than one consignments are involved at a given time, on behalf of IIM whether the shipment is through their consolidation or otherwise, which will be reimbursed to the successful bidder at actuals at the earliest upon being intimated properly. In case the amount of Custom Duty involved is more than Rs.5.00 Lacs at a time or in any particular consignment, then the successful Bidder shall intimate IIM 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. Any delay in intimating IIM about the duty payable shall be to the account of the Bidder. No plea on account of delay in arranging the customs duty shall be accepted. In case of excess payment of duty to IAAI, the agent shall follow up with the customs authorities till recovery.

**5.16 Liquidated Damages:** Director, IIM reserves the right to deduct penalty @ **0.5% per week of FCA / FOB price (INCOTERMS 2000), for delay in consolidation and Airfreight / Sea shipment of IIM shipments and delivery to Stores, IIM, Jammu. (Maximum penalty shall be 2%)** The period for this will be calculated after 30 days from the date of intimation by supplier about the readiness of the consignment for shipment.

**5.17** The Bidder will pay all the charges of customs clearance, pick-up charges, if any, Airfreight/Sea-freight charges, clearing charges and transportation charges, wherever applicable, including Customs Duty up to Rupees Two Lakhs per consignment (shipment). The same will be reimbursed after receipt of the consignment in IIIM, Stores on submission of consolidated pre-receipted bill in duplicate addressed to Director IIIM, Jammu along with the relevant document as a proof for which payment is claimed e.g., MAWB, HAWB, Bill of entry, CD Challan, Freight bills, etc. The custom duty however will be paid as laid down in clause 5.15

**5.18** Quotation will be enclosed in a sealed cover addressed to Director, IIIM, Jammu, Attention: Stores & Purchase Officer. The cover should be sealed and superscribed **“QUOTATION IN RESPONSE TO IIIM ENQUIRY NO. IIIM/9(001)/14-P and DATE OF OPENING : 23.02.2016, at 3.00 P.M. (IST) for the APPOINTMENT OF CONSOLIDATION AND CLEARING AGENT FOR IMPORT / EXPORT.** The Technical and the Priced Bids should be in two Separate envelopes and sealed and then put together in one larger envelope.

**5.19** Quotation may be submitted online and EMD should reach to the office of the undersigned on or before 30.8.2018. The bids would be opened on the appointed date and time in the presence of authorized representatives of the bidder/s. The representatives of the bidders should bring along with them a letter of authorization for participating in the bid opening process.

**5.20** No Bidder is permitted to withdraw or modify the bid submitted after the deadline for submission of bids.

**5.21 Incomplete Bids and conditional Bid will be summarily rejected.**

**5.22 The Bid/s, Received By Fax/E-Mail and open Condition will not be Considered.**

**5.23 Bids received after the due date and time of submission will not be considered and rejected.**

**5.24 The bids should be valid for a minimum period of 60 days from the date of Bid opening.**

**5.25** The Director, IIIM, Jammu reserves the right to accept or reject any or all the Bids received without assigning any reason.

**5.26** The Director, IIIM, Jammu reserves the right to terminate the Contract with one month prior notice at any time on finding the service unsatisfactory or for any breach of contract or if the Bidder is involved or associated in any corruptive, fraudulent, coercive or unethical practices.

**5.27 The Contract shall be interpreted as per Indian Laws and the place of jurisdiction shall be Jammu.**

**5.28** Negotiation with bidders after the opening of the quotations is discouraged. Therefore, the bidders are advised in their own interest to quote their best competitive/discounted offer in the first instance or maximum discount may be indicated in the quote/offer. However, IIIM reserves the right for a commercial discussion.

**5.29** IIM and the bidder 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 twenty-one (21) days**, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Director, IIM or the bidder 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:

In case of Dispute or difference arising between IIM and the bidder 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 the Director General, Council of Scientific & Industrial Research and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order

**5.30** All INCOTERMS used in the Bidding Document will have the meaning as described in INCOTERMS-2000, issued by ICC.

**5.31** While performing the obligations under the contract, the Bidder shall not engage in any fraudulent, corruptive, unethical or coercive practices.

## **6.0 Documents**

### **A: The Technical Bid should contain the following documents (6.1 to 6.12)**

**6.1** Forwarding Letter on the Agent's Letter Head duly signed by the authorized person and stamped addressed to the Director, IIM, Attention: Stores & Purchase, IIM, Jammu . It should also indicate the validity of Bids and the TIN and PAN numbers.

**6.2** Copy of Customs Authorized Clearing License (**CHA**) in their own name registered with Customs at Mumbai and New Delhi valid as on date of opening of Technical Bids.

**6.3** Copy of **IATA /FIATA registered Membership.**

**6.4** Copy of ISO 9001 (2000) Quality Management System Certification.

**6.5** Copy of Service Tax Registration Certificate.

**6.6** The list of the Customers (at least 2) (with their full address, e-mail and telephone numbers) where similar nature of services were rendered during the last three years i.e., during **2015-16**,



**2016-17 and 2017-18** to any Government Department / CSIR Labs./ Public funded Autonomous Bodies / Hospitals with Certificate of Successful Performance from them.

**6.7** EMD (BID SECURITY) Rs. 50,000/- in the form of bank guarantee (as per enclosed format), with validity of 45 days after Bid validity in favour of Director IIM, Jammu or in the form of DD/BC/FDR in favour of The Director, IIM payable at Jammu.

**6.8** The compliance statement / undertaking on the Letter Head of the Bidder confirming acceptance of the terms and conditions as per this ITB (**Annexure B**).

**6.9** Copy of Consolidation License/Certificate in their name.

**6.10** Balance sheet of the Bidder for previous three years (**2015-16, 2016-17 and 2017-18**) certified by chartered accountant evidencing **Min. Annual Turn over of Rs. 1.00 Crore per year** along with credit worthy certificate from their Bankers. This information evidenced by printed annual report may also be accepted.

**6.11** The names, addresses, contact numbers, e-mail Ids, fax & telephone numbers of all the associates in the different Gateway International Airports located in different countries as listed in Annexure "D".

**6.12** The terms and conditions governing the freight of Perishable, ODC, Dangerous, Hazardous and Radioactive consignments not getting covered under the purview of consolidation and for export consignments.

**B The Price Bid (Financial bid) should be in a separate sealed cover containing the following documents:**

**6.13** The price schedule (Annexure A) duly filled up for consignments coming under consolidation along with copy of the latest version of IATA rates adopted for the purpose of offering discount.

**Stores & Purchase Officer**

**IIM, Jammu**

Encl:

01. Price Schedule Form (Annexure "A")
02. Bidders undertaking (Annexure "B")
03. Format of EMD (Annexure "C")
04. Charges payable in Ex Works shipments towards foreign inland handling/forwarding charges, pick up charges, etc., (Annexure "D")

**NOTE: Handwritten and unsigned Bids would be summarily rejected.**

# Annexure “A”

## Price Schedule Form

**Scope of Work:** Pick-up, freight forwarding, transit insurance, clearance and delivery at IIIM Stores, Jammu.

Name of the Bidder: .....

Sr.No.	<u>GROUP</u>	Discount Offered										
1.	<p><b><u>GROUP A</u></b></p> <p>Discount Offered on standard IATA rates (single flat discount for all categories to be offered irrespective of weight slabs.FSC/SSC and all other charges except Govt. levies, must be adjusted before quoting the discount.</p>	<p>_____ %</p> <p><b>(Mention numerical value from 0-100)</b></p>										
2.	<p><b><u>GROUP B</u></b></p> <p><b>Custom clearance and agency commission charges</b></p> <p><b>Rs. 2000/- Fixed by IIIM</b></p> <p><b>Please see para 2.2.9 before filling up this discount)</b></p>	<p>_____ %</p> <p><b>(Mention numerical value from 0-100)</b></p>										
3.	<p><b><u>GROUP C</u></b></p> <p><b>Transportation charges from IGI, New Delhi AIRPORT/Mumbai sea port to the IIIM stores, Jammu (J&amp; K ) and Deliver charges.</b></p> <table border="0" data-bbox="297 1163 802 1444"> <tr> <td><b>Weight slabs</b></td> <td><b>Fixed Charge</b></td> </tr> <tr> <td><b>0-25Kg</b></td> <td><b>Rs. 4000/-</b></td> </tr> <tr> <td><b>25-75kg</b></td> <td><b>Rs. 8000/-</b></td> </tr> <tr> <td><b>75-200kg</b></td> <td><b>Rs. 12000/-</b></td> </tr> <tr> <td><b>200kg and above</b></td> <td><b>Rs. 20000/-</b></td> </tr> </table>	<b>Weight slabs</b>	<b>Fixed Charge</b>	<b>0-25Kg</b>	<b>Rs. 4000/-</b>	<b>25-75kg</b>	<b>Rs. 8000/-</b>	<b>75-200kg</b>	<b>Rs. 12000/-</b>	<b>200kg and above</b>	<b>Rs. 20000/-</b>	<p>}</p> <p><b>(one single discount only )</b></p>
<b>Weight slabs</b>	<b>Fixed Charge</b>											
<b>0-25Kg</b>	<b>Rs. 4000/-</b>											
<b>25-75kg</b>	<b>Rs. 8000/-</b>											
<b>75-200kg</b>	<b>Rs. 12000/-</b>											
<b>200kg and above</b>	<b>Rs. 20000/-</b>											

Place: Signature of the authorized person of the Bidder: .....

Name of the authorized person : .....

Date: Name of the Agent : .....

Rubber Stamp/Seal

**Note:**

01. The discount should be firm and fixed and should be applicable uniformly for all slabs of weight and from different countries, as per IATA and a copy of the latest IATA Tact sheet based on which the discount has been worked out must be enclosed along with the Price Bid, failing which, the offer shall be summarily rejected.

02. The rates applicable for non-console consignments and for exports shall be as per the tariff fixed by IATA for air consignments. The rate for ocean consignments shall be as per charges of the liner.

03. The prevailing rate sheet towards IAAI Charges, FSC, SSC and port charges issued by different airlines / authorities should also be enclosed with the Priced Bid.

**Schedule of Rates: Groups and weightages**

Charges which are normally claimed and rates which are sought to be quoted by the C&F agent are classified in three groups (A,B&C) 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.

<b>Group</b>	<b>Weightage</b>
Group A (discount on freight as per IATA rate)	70
Group B ( discount on Custom clearance and agency commission charges)	10
Group C( Discount on Inland Transportation and delivery charges to IIM)	<u>20</u>
	<b>100</b>

**Formula for calculating Marks/Score:**

Following formula will be used to arrive at score of a bidder in individual Group (A, b OR c):

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:

**Bidder's quote-Lowest quote X 100**

**Highest quote-Lowest Quote**

e.g. if three bidders  $b_1$ ,  $b_2$  and  $b_3$  have quoted 20%, 40% and 60% discounts respectively for Group A, then the marks obtained by  $b_3$  shall be 100 while marks of  $b_1$  shall be 0 and the marks obtained by  $b_2$  for Group A shall be calculated as follows:

**40-20 x 100=50**

**60-20**

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

$$\text{Total score of a bidder} = \frac{70(A)+ 10(B)+20(C)}{100}$$

Where A,B and C are marks obtained in respective three groups 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 and Price Bid

## **ANNEXURE “B”**

### **(On the Letter Head of the Bidder)**

#### **UNDERTAKING BY THE BIDDER**

01. We agree that the consignments after clearance from airport by us will directly be delivered to the premises of IIIM Stores, Jammu immediately. In case of perishable item, it will be delivered within minimum time with necessary temperature control arrangements. The services will not be sub contracted to any other agency.
02. We agree to pay the customs duty for all consignments at the time of clearance from airport / seaport and its reimbursement up to a limit of Rs. 5.00 Lakhs against paid challan. We shall submit bill along with the paid challan for reimbursement of customs duty paid.
03. We undertake to ensure that correct nomenclature and HS classification as per extant ITC/Customs notifications is mentioned in the Bill of Entry and the correct product Code (HS) is verified and duty free items as per Customs Tariff Act is cleared without duty.
04. We agree that we shall not claim any demurrage charge , if paid by us at the time of clearance, for the shipments arranged by us and further, no consignment of IIIM will be detained or withheld by us before or after customs clearance under any circumstances.
05. We agree that the house Airway bill number and date and master Airway bill number and date will be intimated to the importer sufficiently in advance prior to, arrival of the consignment..
06. We agree that we shall collect necessary documents required for clearing of consignments by giving proper advance intimation by getting in touch with IIIM, Jammu.
07. 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 our bills.
08. We shall prepare and submit consolidated bill towards airfreight bill, clearance charges and transportation 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 less the discount.
09. We agree to accept the Exchange Rate adopted for the assessment of Custom Duty on the date of filing Bill of Entry (Import) for the purpose of calculation of airfreight charges (refer 3.1.6).
10. We undertake to arrange for transit insurance of the consignments and pay the insurance premium on 125% of CIF value from any nationalized insurance company covering all transit risks including wars, strikes, riots, civil commotion, which would be valid till 30 days after receipt of consignment at IIIM, Jammu. The insurance would be done as per institution cargo clause Air & institute cargo clause “A”

11. In case the cargo received is damaged / short landed, then we shall not claim any payment till IIM receives the insurance claim. In such cases, shortage/damage/not found/not traceable notice would be lodged by us with the airport authorities and obtain necessary certificate from the Airline/ Port authorities for necessary claim with the concerned authorities under intimation to IIM and also arrange for deputing the insurance surveyor, if need be on IIM, Jammu's behalf.

During inland transportation, any loss/damage is our sole responsibility. In such cases, we shall provide loss/damage certificate immediately and lodge claim with insurance company and pursue till settlement and further we shall also be responsible and accountable for proper safety, care, handling and storage of goods while in our custody and during transit..

12. As we shall handle sophisticated and valuable consignment, we shall furnish a fidelity bond of Rs. 10.00 Lakhs in favour of Director, IIM to safeguard the interest of IIM in the event of any loss to IIM due to any act of Omission and Commission by us. The fidelity bond would be valid for the contract duration. Director, IIM will have the discretion to order for the forfeiture of deposit for any breach of contract.

13. We undertake to submit Performance Bank Guarantee for a value of Rs. 2,00,000/- (Rupees Two Lakhs Only) valid for 26 months from the date of Contract, which can be invoked in line with Clause 5.8 of the Bidding Documents.

14. We agree to accept the liquidated damages as per Clause 5.16 of the Bidding Documents.

15. In case of airfreight of consignments on Ex-works basis from countries not listed in Annexure "D", we undertake to offer the same discount on IATA rates from such countries and also take prior approval of IIM towards pick up charges before arranging shipment.

16. We undertake to transport the consignments through an approved mode as per Carriers Act.

17. We undertake that we shall not involve or associate ourselves in any corruptive, fraudulent, coercive or unethical practices while performing our obligations under this Contract.

18. We unconditionally accept all the terms and conditions of this **ITB**.

**Place** : .....

**Date** : .....

**Signature of the authorized person**

**of the Bidder** : .....

**Name of the authorized person** : .....

**Name of the Agent** : .....

**Rubber Stamp / Seal**

**ANNEXURE-C**

**BID SECURITY/EARNEST MONEY DEPOSIT**

Whereas .....1 (hereinafter called “the Bidder”) has submitted its bid dated..... (date of submission of bid) for the supply of ..... (name and/or description of the goods) (Hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE..... (name of bank) of ..... (name of country), having our registered office at .....(complete address of bank) (hereinafter called “the Bank”), are bound unto ..... (Name of Purchaser) (Hereinafter called “the Purchaser”) in the sum of \_\_\_\_\_ for which payment well 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 Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
  - (a) Fails or refuses to execute the Contract Form if required; or
  - (b) Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

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 of the two conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....

(Signature of the Bank)

\_\_\_\_\_

1 Name of Bidder

**ANNEXURE "D"****SUMMARY OF CHARGES PAYABLE FOR EX WORKS CONSIGNMENT**

<b>SL.NO</b>	<b>COUNTRY</b>	<b>AIRPORT</b>	<b>CURRENCY</b>	<b>ALL INCLUSIVE PICKUP CHARGES</b>
1	AUSTRLIA	MELBOURNE	AUD	0.45/KG WITH A MIN OF 75.00/ SHIPMENT + AUD 50.00
2	AUSTRIA	VIENNA	EUR	0.80/KG WITH A MIN OF 82.00/ SHIPMENT +EUR 47.00
3	BELGIUM	BRUSSELS	EUR	0.70/KG WITH A MIN OF 0.00/SHIPMENT
4	CANADA	TORONTO	CAD	0.91/KG WITH A MIN OF 120.00 / SHIPMENT
5	DENMARK	COPENHAGEN	DKK	2.50/KG WITH A MIN OF 65.00/ SHIPMENT
6	FRANCE	FRANCE AIRPORT	EUR	0.50/KG WITH A MIN OF 55.00/ SHIPMENT
7	GERMANY	FRANKFURT	EUR	0.35/KG WITH A MIN OF 50.00/ SHIPMENT
8	HONG KONG	HONG KONG	HKD	4.41/KG WITH A MIN OF 985.00/ SHIPMENT + HKD 70.00
9	ITALY	ROME/MILAN	EUR	0.57/KG WITH A MIN OF 49.00/ SHIPMENT +EUR 65.00
10	JAPAN	TOKYO	JPY	75.00/KG WITH A MIN OF 15,000.00 / SHIPMENT
11	SWITZERLAND	ZURICH AIRPORT	CHF	0.50/KG WITH A MIN OF 80.00 / SHIPMENT
12	SINGAPORE	CHANGI SINGAPORE	SGD	0.80/KG WITH A MIN OF 100.00/ SHIPMENT
13	UK	LONDON	GBP	0.20/KG WITH A MIN OF 45.00 /SHIPMENT
14	USA	NEW YORK	USD	0.90/KG WITH A MIN OF 75.00 /SHIPMENT
15	NEITHERLANDS	AMSTERDAM	EUR	0.75/KG WITH A MIN OF 120.00/ SHIPMENT
16	DUBAI	DUBAI	AED	2.50/KG WITH A MIN OF 600.00/ SHIPMENT



**ANNEXURE –‘E’**

**Check list for Technical and Price Bid**

<b>S. No.</b>	<b>Check Points</b>	<b>Yes/No</b>
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/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 (2000) quality system certification enclosed?	
5	Whether copy of registration in custom house at N. Delhi and Mumbai 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 2 similar contracts for freight forwarding and custom clearance work in the preceding three years enclosed?	
8	Whether CA certified copy of the balance sheet for minimum turn over of Rs. 1 crore enclosed ?	
9	Whether the EMD of Rs. 40000/- in the required format is enclosed ?	

**Signature**

**Name of the Bidder**

**Date**

**Rubber seal of the Bidder**

PERFORMANCE SECURITY FORM

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 Bank and address of the Branch