

NATIONAL INSTITUTE OF PLANT GENOME RESEARCH

(An Autonomous Research Institution of the Department of Biotechnology,

Ministry of Science & Technology, Govt. of India),

Aruna Asaf Ali Marg, New Delhi – 110 067

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TENDER NOTICE

Tender No. 11-8(I)/2018-19/NIPGR/S&P

Sealed Tenders are invited on behalf of Director, NIPGR, New Delhi from the Service Providers dealing in custom clearance.

S.No.	Name of the Services	Cost of Tender Document in (₹)	EMD in (₹)	Last Date & Time for Sale of Tender Documents	Last Date & Time of Submission / Opening of Tenders
1	Tender for appointment of agent for clearance of consignments of imports through Air, Sea and Foreign Post Office and custom clearance	500/-	25,000/-	28/5/2018 1500 Hrs	29/5/2018 1500 / 1530 Hrs

The tender documents with detailed technical specifications and other terms and conditions can be obtained from our Office on payment of ₹ 500/- (Rupees Five Hundred only). The tender document is also available on <https://eprocure.gov.in> and can also be downloaded free of cost from our website www.nipgr.ac.in.

EMD must be submitted in the form of Demand Draft in favour of Director, NIPGR, payable at New Delhi.

The Director, NIPGR, reserves the right to accept or reject all or any of the bids without assigning any reasons thereof.

Purchase cum Stores Officer

QUOTATION PROFORMA (NIPGR)

Agency Commission (for non-perishable) per shipment by AIR	₹.....
Agency Commission (for perishable) per shipment by AIR	₹.....
Agency Commission (for non-perishable) per shipment by SEA	₹.....
Agency Commission for Foreign / Post Office shipments	₹.....
GST (If any)	₹.....
Conveyance charges (for collecting documents from NIPGR)	₹.....
Loading & Unloading Charges upto 25 kgs	₹.....
25 to 50 kg	₹.....
50 to 100 kg	₹.....
100 to 200 kg	₹.....
200 to 500 kg	₹.....
Above 500 kg	₹.....
Loading & Unloading charges by crane	₹.....
Cartage / Transport Charges upto 25 kgs	₹.....
25 to 50 kg	₹.....
50 to 100 kg	₹.....
100 to 200 kg	₹.....
200 to 500 kg	₹.....
Above 500 kg	₹.....
Customs Examination	₹.....
Sealing & Strapping charges	₹.....
Dry ice refilling charges per shipment	₹.....
Dry ice charges per kg	₹.....
Airfreight / DO / BE / Customs duty / CWC / AAI charges:	Shall be paid as per actuals

SPECIAL TERMS AND CONDITIONS:-

1. **Eligibility Criteria:** - Quotations of only those Bidders who have fulfilled the Eligibility Criteria as mentioned below are to be considered and necessary documents in this regard must also be enclosed with the quotation. The bid shall be valid for a period of **90** days from the date of opening of tender.
2. The Clearing Agent should have a valid **Consolidation & CHA License** of last five years, Copies of documents evidencing this must be enclosed with the Bid and should possess FIATA membership. Freight forwarding offers through third party etc. will not be accepted.
3. The Clearing Agent should attach (a) Copies of GST and PAN Card of the Agency, (b) List of Overseas freight forwarders/Consolidating agents of CHA with contact details and (c) List of clients with special reference to Govt./Educational/Research Institutions along with their addresses.
4. The bidder should have the facility for Customs clearance at Delhi both for Air & Sea Cargo and Foreign Post Office. The Bidder must be registered in Customs at New Delhi.
5. The Bidder should have successfully executed at least two similar contracts for customs clearance work during the last three years (2015-16, 2016-17, 2017-18) in any Govt. Departments carrying out the research activities. Each Contract should be of at least one year duration. Documentary evidences about satisfactory completion of the work Certificates of the Client must also be enclosed with their complete mailing addresses and telephone numbers.
6. Balance Sheet of the bidder for previous three years (2015-16, 2016-17, 2017-18) must be enclosed.
7. The bidder must submit EMD (Bid Security) of ₹ 25,000/- (Rupees Twenty Five Thousand only) in the form of Demand Draft along with the bid in favour of Director, NIPGR, New Delhi. No interest would be paid on EMD. The EMD of the successful bidder shall be retained as Security Deposit during the Contract Period.
8. The bidders should have their own warehouse in Delhi along with EDI connectivity with Customs Department.
9. The Director, NIPGR reserves the right to amend any of the terms and conditions contained in the Tender Document or reject any or all applications (offers) or not to award the contract to the lowest bidder without giving any notice or assigning any reason thereof. The decision of the Director, NIPGR in this regard will be final and binding.
10. The validity of the contract shall be initially for a period of one year and remain in force unless terminated earlier. NIPGR reserves the right to terminate the Contract at any time and without assigning any reason thereof and without any compensation, by giving one months' notice. However, the Contract can be extended further subject to performance of the Agency and at the discretion of the Institute.

11. The bidder should not be blacklisted/suspended or involved in any service related dispute with any Govt. Organization/Banks etc. in India or outside India. A declaration in this regard should be attached as per **Annexure-A**.

GENERAL TERMS AND CONDITIONS:-

1. The clearing Agent shall act as a clearing, forwarding and transporting agent for NIPGR, New Delhi for the stores imported from foreign suppliers / manufacturers, at customs IGI Airport, New Delhi
2. The Clearing Agent shall be required to perform activities as prescribed under the customs act, 1962 as amended from time to time and take such steps to ensure that the interest of the NIPGR, New Delhi is protected on the clearing of its stores.
3. The Clearing Agent will send his representative to the Institute to collect the documents such as duty exemption certificate in terms of customs notification No. 51/96, bank release order, bank attested invoice / Airfreight payment cheque etc. and to keep us informed about the status of the shipments pending at Customs for clearance at various stages.
4. The Clearing Agent shall be responsible for finalization of Bill of Entries and release of the shipments from the Airport within demurrage free period on arrival of the shipment or within 3 working days from the date of receipt of full documents from NIPGR (inclusive of the date of receipt of documents and date of delivery of consignment of the NIPGR). In case of any delay beyond 3 working days, the agent shall be liable to pay the demurrage, warehousing charges etc. if any provided the delay is attributable to the agent.
5. In consideration of the various services to be rendered by the Agent, the Institute shall pay the commission/charges as per agent's accepted quotation.
6. The Clearing Agent shall inform the concerned official of NIPGR about the condition of the packages/stores found damaged/missing at the time of examination / release of the shipment immediately and get it surveyed by an authorized surveyor's the fees and expenses incurred on conveyance from carrying out such survey, as and when necessary, will be reimbursed to the agent as per actual bills/receipt provided by the agent.
7. The Clearing Agent shall submit his bills on weekly basis and payment shall be made by NIPGR to the agent within 15 days of the receipt thereof subject to scrutiny/verification by the NIPGR official. The agent shall maintain day-to-day records of the clearance made and submit the report along with their bills. The decision of the Director, NIPGR in this regard will be final and binding on both the parties.
8. If the shipment is not cleared within the stipulated time and found to be lost in transit or otherwise, its responsibility will be on the Agent.
9. The Clearing Agent will arrange repacking of damaged package where it is essentially required to consultation with NIPGR representative. Expenses incurred will be reimbursed based on certificate issued by the representative of NIPGR, New Delhi on production of actual bill.
10. Whenever any short landing cargo is noticed, the agent shall be required to promptly file "not found" or "Not traceable" notice with the Airport Authority of India and obtain a non traceable certificate and intimate the facts to NIPGR, New Delhi, immediately.

11. The Clearing Agent shall maintain close liaison regularly with the NIPGR. He shall collect the documents daily whenever called on phone and shall take steps for finalization of the Bill of Entry, file with the customs and finalized as early as possible and any hold up for want of documents etc. for such finalization should be promptly brought to the notice of NIPGR, New Delhi.
12. The Clearing Agent shall be held responsible for any delay on his part whenever he does not file the Bill of Entry with customs or does not communicate any discrepancy to NIPGR, New Delhi next working day. The warehouse/warfare/demurrage charges (other than handling charges) will be recovered from the agent for any delay due to his negligence.
13. The agent shall have to make good to NIPGR, New Delhi any loss incurred due to negligence/failure on his part to take prompt action in finalization of Bill of Entry and clearance of shipment.
14. The NIPGR will be at liberty to get any shipment directly released through the Indian Agent who represent their foreign principals, in India or by making its own arrangements or by any other agents if and when considered necessary. The agents will be precluded from filing any claim for loss/damages on this account.
15. In the event of unsatisfactory service, stoppage of clearance work by the agent, the Director, NIPGR, New Delhi reserves the right to get the work done from outside agency at their risk and cost and also to terminate the contract any time without assigning any reasons. In case of any dispute about the interpretation of the clause, the decision of the Director, NIPGR, New Delhi will be final and binding.
16. Both the parties would consider force majeure with adequate proof. The decision of the Director, NIPGR, New Delhi will be final.
17. The jurisdiction of all suits shall be in the courts at Delhi/New Delhi.
18. The firm will charge for chain pulley for heavy shipments, which are high dimensional, or the shipments, which are sophisticated nature, for loading/unloading for which a chain pull is required, extra charge as per actual receipt will be paid on preferment of claims.
19. The following charges would be paid extra against actual receipt
 - (i) Packages required to be repacked as per actual cost approved by NIPGR
 - (ii) Stamping charges for plastic strap on normal size package and strap on steel binding or actualize on production of receipts whichever is lower.
20. The customs duty and other charges upto ₹ 30,000/- to be paid to customs directly by the Agent. However, in case the custom duty exceeding ₹ 30,000/-, the Demand Draft will be provided in the name of customs authorities / CHA.
21. The Shipment will be got cleared within 02 (two) working days (excluding holidays) and holidays on accounts of natural calamities from the date of receipt of complete documents. Perishable goods will be got cleared within 24 hours from the date of arrival of goods at Airport. Cost of damaged goods because of late clearance of shipment will be recovered from the clearing agent.
22. The Agents shall also do all the customs formalities such as filing & processing shipping bill with customs and get these examined and handed over to the airlines/ship for the damaged items to be sent abroad for replacement/repairs as and when required by the NIPGR on the same terms and conditions of the import shipment.

(Undertaking on a Non-Judicial Stamp Paper worth Rs. 100/- duly notarized)

I / We (bidder) hereby give an undertaking that:

- a) I/We have not been blacklisted during last three years by any Govt. Department/Govt. Autonomous Body/Institution, etc.;
- b) I/We do not have any dispute with any of the Govt. Departments/Govt. Autonomous Bodies/Institutions, etc.;
- c) I/We have never been certified as "Unsatisfactory Performer" for the said services provided to the Govt. Departments/Govt. Autonomous Bodies/Institutions;
- d) I/We have not submitted any fake/forged certificates/documents and later, if any such 'Certificates/Documents' found to be fake/forged or contains willful wrong/incorrect information, suitable legal action may be initiated against me/us/agency besides 'forfeiture of Earnest Money Deposit' and 'Blacklisting' etc.
- e) I/We shall not withdraw my/our bid after opening of Technical Bid and if done so, the NIPGR shall be authorized to forfeit the EMD submitted by me/us.

Seal and Signature of the Authorized
Person of the Agency

Name and designation of the
Authorized Person of the Agency

Place:

Date: