



**NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION & RESEARCH  
(NIPER), SECTOR 67, S. A. S. NAGAR (MOHALI) PUNJAB – 160062 ,**  
[www.niper.gov.in](http://www.niper.gov.in)

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**CORRIGENDUM –E-Tender Notice (T5/2021) (1)  
For Appointment of Consolidation –Cum Clearance agent**

Refer **E-Tender Notice (T5/2021) (1) for Appointment of Consolidation –Cum Clearance agent**, the last date for submission of bids is extended upto 03/01/2022. Revised specification and tender are available on Institute Website and [www.tenderwizard.com/NIPER](http://www.tenderwizard.com/NIPER) . Rest all the terms and conditions remain unchanged.

**Officiating Registrar**

**( E- Tender for Appointment of Consolidation –cum Clearance  
Agent (T5/2021) )**

National Institute of Pharmaceutical Education and Research (NIPER) invites online e-tenders in two – bid format **for Appointment of Consolidation-cum clearance Agent** at the Institute as per the specification given in the tender documents and other details can be obtained from the website: [www.tenderwizard.com/NIPER](http://www.tenderwizard.com/NIPER) and official website of the NIPER <http://www.niper.gov.in>. The e-tender also available on Govt. of India's Central Public Procurement Portal (e –procurement) i.e. <http://eprocure.gov.in/>.

|   |                                   |                                    |
|---|-----------------------------------|------------------------------------|
| 1 | Downloading of e-tender document  | Start Date: 16.11.2021 at 09.00 AM |
|   |                                   | End Date : 03.01.2022 at 01.00 P.M |
| 2 | Date of submission of e-tender    | Start Date : 16.11.2021 at 10.00AM |
|   |                                   | End Date : 03.01.2022 at 05.00 P.M |
| 3 | Opening of Technical Bid (online) | 04.01.2022 at 11.00 A.M            |

Director, NIPER reserves the right to reject any or all tenders without assigning any reasons. Corrigendum/Addendum or Cancellation of this advertisement, if any, shall be published on NIPER Website and [www.tenderwizard.com/NIPER](http://www.tenderwizard.com/NIPER).

For participating in the above e-tender, the bidder shall have to get themselves registered with <http://tenderwizard.com/NIPER> and get user ID & password. Class 3 Digital Signature Certificate (DSC) is mandatory to participate in the e-tendering process. **It is advisable to complete the online submission process well before time to avoid any delay in submission.** For any clarification/difficulty regarding e-tendering Process flow please contact on helpdesk numbers 09257209340, 08045628821, 0172-5035950.

Officiating Registrar

## NOTICE INVITING e-TENDERS

- 1) The Bidders shall have to submit their Bids online in Electronic Format Digital Signatures. For participation in the e-tendering process, the Bidders need to register themselves at <http://tenderwizard.com/NIPER> and get user ID and password. Class 3 Digital Signature Certificate (DSC) is mandatory to participate in the e-tendering process. ( Helpdesk No. for registration – 09257209340 & 08054628821).
- 2) E-Tender processing fee shall be payable to M/s ITI Limited through their e-gateway by credit/debit card, internet banking facility and which is non refundable.
- 3) No tender will be accepted in physical form and in case it has been submitted in Physical it shall be rejected without any communication to the sender.
- 4) Bids will be opened online as per time schedule mentioned in tender document.
- 5) The tenderer are requested to read the tender document carefully and ensure to compliance with all the instructions herein. Non –Compliance of the instructions contained in this document will disqualify the tenderer from the tendering exercise.
- 6) Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been uploaded with the bid.
- 7) Director NIPER SAS Nagar will not be responsible for any delay in online submission of bids due to any reason whatsoever.
- 8)** The tenderer shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. 50000/- (Rupees Fifty Thousand only) which is refundable through e-payment (Internet Payment Gateway (Debit & Credit , Net banking & National Electronic Funds Transfer) only . It is further required that the E-receipt/proof of deposit of EMD attached along with technical bid and e\_tendering mode with other relevant documents. In case of non receipt of earnest money in tender, the tender will be straightway rejected.

## TENDER DOCUMENT

### **SUB : TENDER FOR APPOINTMENT OF AGENT FOR CONSOLIDATION OF CONSIGNMENTS OF IMPORTS / EXPORTS, SHIPMENTS FROM ALL OVER THE WORLD THROUGH AIR, SEA, CARGO, COURIER, FOREIGN POST OFFICE AND CUSTOM CLEARANCE AND TRANSPORTATION UPTO NIPER Mohali :**

National Institute of Pharmaceutical Education & Research (NIPER), SAS Nagar (Mohali ) hereinafter referred to as NIPER Mohali invites online tenders under Two Bid System for appointment of agent for consolidation of consignments of imports / exports, shipments from all over the world through Air, Sea, Cargo, Courier, Foreign Post office and Custom Clearance and transportation upto NIPER Mohali , for a period of **One years** or more period in terms of the stipulation provided in the relevant clause of the bid document subject to cost/rates basis for the import/export of consignments, to and from all over the world by air-freight, air post parcel, courier and sea shipment under consolidation from the parties dealing in Custom Clearance, Import and Export handling and International freight forwarding under consolidation. The INCOTERMS should be Ex-works/FOB/FCA/CIF/C&F etc.

POSSESSION OF CUSTOM HOUSE AGENT (CHA) LICENCE AND CONSOLIDATION LICENCE IN THEIR OWN NAME IS A COMPULSORY QUALIFICATION FOR THE APPLICANTS.

1. Bid Document may be obtained by downloading the same from NIPER Mohali website i.e. <http://tenderwizard.com/NIPER> & <http://niper.gov.in> or from CPP Portal.

For any amendments or corrigendum, the prospective bidders should keep watching the institute website only wherein, all the information in this regard will be notified.

## Part - I

### Scope of Work, Guidelines and Instructions

#### SCOPE OF WORK

1. The scope of the Consolidation-cum-clearance contract shall include the Following jobs;
  - A. CUSTOMS CLEARANCE OF IMPORTED CONSIGNMENTS FROM AIRPORT AUTHORITY OF INDIA (AAI) / INLAND CONTAINER DEPOT (ICD) / FOREIGN POST & COURIER, NEW DELHI AND ANY OTHER INDIAN AIRPORT/SEA PORT**
    - i. The clearance of precious and delicate type of equipments, instruments and other special type of materials, including perishable chemicals etc.
    - ii. Receipt of documents relating to custom from NIPER Mohali and ensuring the following;
      - a. Custom clearance of the consignment including all the stages of customs clearance.
      - b. Obtaining non-delivery certificate/short landing certificate/damage certificate in the case of materials being short delivered by Airport Authority of India (AAI), or airlines or any other authority and lodging of claims with them immediately on behalf of NIPER Mohali .
      - c. Arranging insurance survey at airport/AAI in case of damages to the consignment and obtaining the damage certificate.
      - d. Immediate Dispatch / delivery of consignment to NIPER Mohali after custom clearance.
      - e. To identify the consignments of negative/banned listed &100% Custom Duty Free items from day to day purchase orders issued by the Institute and advice the Institute accordingly.
    - iii. Any other job in connection with the clearance of goods from Customs/ any other authority.
    - iv. Clearance and intimation of Post Parcels from Customs/Foreign Post office, New Delhi & delivery to NIPER Mohali .
    - v. Clearance of consignments from Inland Container Depot (ICD) Delhi/Patparganj and dispatch to Central Stores and distribution to individual indenter, NIPER Mohali .
    - vi. Clearance of sea shipment from any port of the India and delivery of consignment at NIPER Mohali after custom clearance.
    - vii. Follow-up of cases of recovery of any excess duty paid to customs.
    - viii. To provide the damage certificate to the Institute for insurance claim, in case of damaged consignment.
    - ix. Clearance of consignment arrived through courier/cargo mode.

**B. CONSOLIDATION OF THE CONSIGNMENTS BEING IMPORTED FROM ACROSS THE WORLD:**

- i. To ensure complete monitoring and supervision of the movement of items/documents from the date of order/letter of credit and regular feedback to NIPER Mohali on the progress of order. In case the Pre-Alert/Advance Shipping Document is not received before landing of the consignment, the delay in clearance will be on the part of Agent and the respective amount of demurrage shall be recovered from the bill. NIPER Mohali shall not be liable to pay any amount on account of demurrage/penalty charges, if intimation & documents not received in advance by the Agent/contractor.
- ii. To provide timely information (pre-alert) regarding dispatches and other relevant information to NIPER Mohali .
- iii. To facilitate specialized packing for all kinds of materials as per the International Air Traffic Association (IATA) specifications and international packing standards.
- iv. Clearance & transportation of special projects materials voluminous and heavy packages, dangerous and hazardous materials including Radioactive Materials, Live Animals on priority basis.
- v. To communicate promptly through telephone and e-mail etc., to ensure quick clearance.
- vi. Any other services needed regarding consolidation from time to time.
- vii. If, any nearby International Airport agent's associates happen to be not available, consolidation agent will be responsible for making arrangements for smooth shipment (for EX- WORK/FOB/FCA/CIF) from any country to Indian Airport/Seaport, and for that, agent shall not be entitled to claim any extra charges.

**C. EXPORTS TO VARIOUS COUNTRIES: -**

- i. Export of certain items for repairs and re-import them after their repairs.
- ii. Export of equipments for replacement, completion of their paper work and re-import them subsequently.
- iii. All procedural formalities with customs will be required to be done by the agent. The Agent shall take care of the paper work of the export documents for repair or replacement materials on priority basis.

However, there would be no guarantee ever of any definite volume of work which could be entrusted to the successful bidder.

**ELIGIBILITY CRITERIA FOR BIDDING**

1. The bidding agents should have valid consolidation & Custom House Agent (CHA) License in their own name (single name). Firms not having these qualifications need not apply.
2. The CHA should have Certificate of Incorporation/Registration Certificate of

the firm for a period of minimum 10 years under the respective Laws from the competent authorities appointed under in the relevant Acts.

3. The bidder should be registered with the Income Tax Department and have its Permanent Account Number.
4. The bidder should have minimum turnover of not less than **1 (One)** crore per annum (details to be uploaded) in the business of freight forwarding. Turnover should be given in the following format duly certified by any Chartered Accountant: -

| Financial Year | Turnover Exclusive of Custom Duty | Custom Duty (Rs.) | Total Turnover (Rs.) |
|----------------|-----------------------------------|-------------------|----------------------|
| A              | B                                 | C                 | D=B+C                |
| 2017-18        |                                   |                   |                      |
| 2018-19        |                                   |                   |                      |
| 2019-20        |                                   |                   |                      |

5. The Bidder should have successfully executed minimum **50 shipments** or more each year during the last three financial years (i.e. 2017-18, 2018-19 & 2019-20) with any Govt. Departments/Public Sector Undertakings/ CSIR Labs / ICAR / ICMR / DRDO / Educational Institutes/ Central Universities / IITs/ Centrally funded Technical Institutes (CFTIs), and
  - i. In support of the aforesaid criteria, the Bidders have to upload satisfactory performance certificates from their clients providing year wise number of shipments executed (2017-18, 2018-19 & 2019-20). The certificate must bear the name, telephone nos. and e-mail ID of the issuing authority to whom the Institute may contact for information. **Or**
  - ii. The Bidder may submit a self-declaration on its letter head describing Name of the client/company, Contact person, designation, its telephone nos., e-mail ID and details of year wise shipments executed in, 2017-18, 2018-19 & 2019-20 failing which, the bids will be summarily rejected.
6. The Firm should be a member of IATA or FIATA and self-attested copy of membership should be enclosed.
7. The Firm should be an ISO certified company.
8. The Firm should have a valid Goods and Services Tax (GST) Registration Certificate/number.
9. The firm/company should not have been banned or suspended or Blacklisted or put on any holiday nor should presently be facing any service related dispute due to any reasons including adopting corrupt and fraudulent practices by them.
10. The Bidder must have its code numbers from the EPF and ESI departments.

### **EARNEST MONEY DEPOSIT (EMD)**

11. The bid must be submitted along with the payment of Rs.50,000/- (Rupees Fifty Thousand only) towards the Earnest Money Deposit (EMD) as detailed in the tender notice. Any bid not accompanied with the same shall be summarily rejected.
12. The Earnest Money Deposit of unsuccessful firms shall be refunded without interest 60 days after finalization/award of the contract, subject to written request having been made by the firm in this behalf.
13. The EMD shall be liable for forfeiture in case of withdrawal of Bid by any party in

breach of the term and conditions of the Bid document.

14. The Earnest Money Deposited (EMD) will be forfeited if the bidder withdraws or amends, impairs and derogates from the tender in any respect within the period of validity of tender or fails to furnish the Performance Bank Guarantee.
15. The successful firm in whose favour, letter of acceptance has been issued by the Institute, shall be bound to sign an agreement in this behalf within 15 days of the receipt of the acceptance letter failing which, the Earnest Money Deposit of the bidder concerned shall be forfeited without making any communication in this regard.
16. The EMD of the successful firm may be retained towards the security money in terms of the stipulation provided in the terms and conditions of the contract. However, if the successful bidder does not furnish the security deposit and Fidelity Guarantee Bond within the stipulated period, its EMD shall be liable to be absolutely forfeited and the letter of acceptance issued shall be deemed to be withdrawn and non-existent.

#### **DOCUMENTS TO BE UPLOADED ALONG WITH THE BID**

17. The bidders must submit the following documents etc. along with their bids;
  - a. Copy of consolidation registration of Firm and Customs House Agent certificate (CHA).
  - b) Copy of Certificate of Incorporation/Registration Certificate of the firm.
  - c) Copy of Permanent Account Number (PAN)
  - d) CA certificate in the specified format as indicated in the in para 4 above.
  - e) Certificate from the clients and/or self-declaration as per point (i&ii) of para 5 failing which, the bid will be summarily rejected.
  - f) Copy of IATA/FIATA membership certificate.
  - g) Copy of ISO certificate.
  - h) Copy of Goods and Services Tax (GST) Registration certificate/ number.
  - i) Copy of the prevailing IATA rates.
  - j) Undertaking by the Bidder in 'Annexure-B' to be furnished without any addition, alteration, cutting, or remark.
  - k) List of console associated in foreign countries with complete address, telephone number, fax no., e-mail address and contact persons.
  - l) Please enclose a terms & conditions compliance statement on a separate sheet showing acceptance with the terms desired by the NIPER Mohali.
  - m) Please enclose an undertaking to the effect that the company/firm has not been blacklisted or suspended or put on any holiday or does not have any service related dispute with/by any institutional agency, Government department or Public Sector Undertaking at present.
  - n) An undertaking to the effect that no consignment of NIPER Mohali will be detained / withheld by them under any circumstances, whatsoever, before or after the clearance.
  - o) Authority/Resolution in favour of the person signing the bid on behalf of the firm.



- p) Any other document in support of claims made by the bidder if deemed relevant.
19. The uploaded copies of all above documents should be legible and duly attested.

## **AMENDMENT IN BID DOCUMENT AND OTHER INFORMATION**

20. Any changes and amendments to the bidding schedule and other matters shall be notified on the NIPER website well in advance and the same shall be binding. However, to allow the bidders a reasonable time for taking into account the amendments in preparing the bids, the Institute may at its discretion suitably extend the deadline for submission of the bids.
21. As such, all the prospective bidders should keep constant watch of any such information on the Institute website and update themselves in this regard. Accordingly, no query or objections to the effect that they had no information of such changes, shall be entertained nor would the Institute be liable in any manner, in this regard.
22. The prospective bidders may place their queries, if any, regarding the bid document and other issues by notifying the Stores & Purchase Section in writing or by email at his mailing address, seven days before the last date of submission of bids. However, the queries and clarifications shall simultaneously be notified on the Institute website for information of all the prospective bidders.

## **OTHER INSTRUCTIONS/CONDITIONS**

23. The Clearance Charges rates must be quoted in the prescribed format only. The delivery order (DO) charges on consignment coming under own console shall not be paid. DO charges for other consolidation will be paid as per actual. No other clearance charges will be paid extra in any consignment.
24. Amount quoted in the quotation must be mentioned in both in figure and words. If any discrepancies are found in the amount of figure and words, then the amount mentioned on the lower side in either, shall be deemed to be the finally quoted rates for the purposes of bidding and shall be considered in evaluation accordingly. And this will be a binding stipulation for all bids submitted.
25. The bid shall remain valid for a period of one hundred eighty days (180) days from the date of opening of the tender and the bidders shall under no circumstances, whatsoever, be permitted to withdraw the same before the above stipulated time period. Any withdrawal of the bid before the said time shall render the EMD liable for forfeiture.
26. No deviation is acceptable after opening of quotation.
27. The firm offering Abnormally High Discount or Abnormally Low Discount on IATA rates, will be considered as non-responsive bids.

28. Cuttings or overwriting in the bid should be avoided. However, if any cutting or overwriting is caused due to some unavoidable reason, the same must be attested without fail.
29. Incomplete tender or tender submitted in any format other than the floated bid document will not be considered under any circumstances.
30. The bidder to whom intimation of acceptance of its bid has been communicated by the Institute, shall be bound to execute a contract agreement with the Institute within 15 days from the award of contract failing which, it will be deemed that the bidder is not interested to work with the Institute and in consequence, the acceptance of its bid shall stand cancelled and would be deemed non-existent.
34. For signing the contract agreement, the successful bidder shall have to furnish a stamp paper from Mohali of Rs.100/- only in its own name and cost.
35. In case of space for providing the information under any column/clause is found to be insufficient, then the same should be furnished in separate sheet.
36. Each and every page of the bid including the attachments must be signed by the bidder or its competent authorized person under seal.
37. Institute shall provide relaxation to the bidders as per Rule 153 of GFR 2017.

#### **SUBMISSION AND OPENING OF BIDS**

38. The bids should be submitted online on [www.tenderwizard.com/NIPER](http://www.tenderwizard.com/NIPER) in Two Cover.
  - a) The Technical Bid should be uploaded online in cover – 1. The Technical Bid must be uploaded along with the documents as are detailed in clause 17 (a to p).
  - b) The Financial Bid should be uploaded online in cover – 2.
39. Initially, the technical bids will be opened first and would be evaluated. Thereafter, the financial bids of only those firms will be opened, who have qualified in the evaluation of their technical bids.

#### **DISCRETION OF THE INSTITUTE**

40. The Director, NIPER Mohali, reserves the right to accept or reject partly or wholly any tender without assigning any reasons, whatsoever and the decision of the Director shall not be subject to any challenge in any manner nor would the bidders be entitled for any claim in this regard.
41. If two or more bidders score the same marks in evaluation, the Director, NIPER Mohali shall be at liberty to award the contract to any one bidder or to all lowest bidders keeping in view their infrastructure, past performance and also to distribute the work amongst them at its sole discretion
42. NIPER Mohali reserves the right :
  - a. Institute reserves the right to appoint any other clearing agent during contract period for smooth work.

Date:  
Place:

Signature with stamp

## **Part - II**

### **TERMS & CONDITIONS AND CONTRACTUAL OBLIGATIONS**

#### **General**

1. Guidelines and the instructions i.e. Part-I of the bid document and the intimation sent by the institute to the bidder whose bid has finally been successful, shall form invariable parts of the contract.
2. Income tax/or any other tax, as applicable, will be deducted at source from the bills of the agent.

#### **Duration of the Contract**

3. **The award of work is for an aggregate period of 3 years, which will initially be given for a period of one year and reviewed for extension for another year(s) on the basis of service rendered by the CHA. It Can be terminated at any point of time without assigning any reason in between if it is found that the services rendered by the firm are not satisfactory**
4. The performance of the agents will be constantly reviewed during the contract period by the committee constituted for the purpose.
5. **All the Shipment/Consignment should be insurance from all risk upto NIPER,Mohali.**

#### **NIPER imports maximum shipment on CIP/CIF Terms**

6. Likewise, in the matter of exports, the IATA rates only shall be applicable as may be prevalent at the time.
7. On receipt of consignment, the firm shall have to submit a clear copy of Master Air Way Bill (MAWB), House Air Way Bill (HAWB), Cargo Arrival Notice (CAN), Commercial Invoice & packing list for Bank Release Order (BRO).
8. The bidder must have its own arrangements of warehousing, insurance, pick-up and delivery by road within the country and also in the exporting country. Details of these facilities in India should be given for proper evaluation. The agent will be responsible to deliver the goods to the respective indenter of the materials in the Institute.
9. All other statutory charges will be paid as per actual, after submitting original documents.
10. The consignments must be shipped in the first available console of any airline.
11. The agent shall be responsible for the safety of the cargo in all circumstances, besides handling complete and proper papers whether it may be for Import or Export of consignment. In the event of non-availability of invoice or other

relevant papers, if the consignments incur any demurrage or penalty, the agent shall be solely responsible for the same.

12. Pre-shipment advice/alert must be intimated well in advance (48 hours prior to shipment). A weekly statement showing consignment shipped during last week and the proposed shipment during the next week through e-mail shall have to be invariably submitted. The Agent would also give the detailed prior information of the materials to be shifted from Delhi to NIPER Mohali by e-mail so that Inspection Report could be prepared and unloading arrangement should be made in advance, if any. The INIPER Mohali shall not bear/pay any demurrage charges on account of any delay in clearance attributable to clearing agent or their freight forwarder.
13. The agent shall have to pay all the clearing charges of the consignment including customs duty up to **Rs. 50000/- Rupees Fifty Thousand consignment** (shipment). Airfreight/Sea-freight charges and clearing charges etc. will be paid to the Agent after original receipt of the consignment at NIPER Mohali. Central Stores as also the receipt of pre-receipted bill in duplicate addressed to Stores & Purchase, NIPER Mohali, along with the relevant documents as proof for which payment has to be charged by the firm. All the receipts should be provided in original including HAWB. The bill should be submitted within 10 days from the release of materials from custom. The Institute will not be responsible to pay the clearance/custom charges, if agent fails to submit the bill within stipulated time.
14. The Institute shall not be liable for payment of airfreight, customs duty, clearing charges and transportation charges, if the consignment is found in externally damaged condition/ short delivery. However, the payment will be released after the amount has been recouped in such cases from the insurance company concerned. It will be the responsibility of the agent to provide the damage certificate/short delivery certificate to the Institute, in case of damage/short delivery of the consignment.
15. The consignment after clearance from airport/seaport should be delivered to the Institute's warehouse at Mohali i.e. the Central Stores within seven working days. In case of any urgent and/or perishable items, it should be delivered directly within minimum required period with proper arrangements. The perishable consignments should be cleared immediately on landing and clearance process for such consignments should begin well in advance. In case, a perishable consignment is damaged due to insufficient arrangement or Dry Ice during clearance & transportation upto INIPER Mohali, the agent shall be held solely responsible for the complete loss in this regard. All the due payment shall be made with 45 days after receipts of bill(s) along with all the supporting documents/ necessary certificate
16. Any kind of loss or damage to the consignment from foreign airport to the Institute's Central Stores at Mohali and of its recoupment will be firm's/agency's responsibility. However, necessary documents on this account (to be prepared by the agent) will be signed by the Institute in the capacity of consignee/importer.
17. If any damages/pilferage/theft/shortage occurs during the transportation or loading and unloading under the custody of the agent/freight forwarder after taking delivery from the AAI, the agent shall be entirely responsible for the total losses and the same will be recovered from the agent. This will be as per the IATA rules. In the event of damages/shortage/pilferage to the consignment,

open delivery may be taken by the Institute subject to the condition that the same is detected in course of customs clearance. However, in such case, this fact must be got recorded on the Bill of entry and a copy of which will be provided by the agent to the Institute.

18. Unloading and distribution of consignment at NIPER Mohali will be the agents' responsibility. The unloading shall be made in the presence and supervision of the staff (Central Stores).
19. The agent shall be liable to engage Insurance approved transporters only i.e. the transporters who have the documentations as per the approved norms of the insurance company.
20. If, any nearby International Airport agent's associates happen to be not available, consolidation agent will be responsible for making arrangements for smooth shipment (for EX- WORK/FOB/FCA/CIF ) from any country to Indian Airport/Seaport, and for that, agent shall not be entitled to claim any extra charges.

#### **Entitlement of Air Freight Charges:**

21. The agent shall charge the freight charges on the basis of IATA rates which are fixed by IATA. The IATA rates from respective country of import should be considered as the reference while offering discount on Forwarding / Consolidation rates.
22. Under no circumstances should these rates be more than those specified in the latest IATA TACT book. The firm shall have to furnish an undertaking to this effect on its letter-head.
23. However, it is made clear that the airfreight by the agent shall be charged on the basis of either the "**Gross weight**" or otherwise "**Volume Weight**" of the consignment, whichever is higher. As such, the weight for the purpose of Airfreight will be deemed to be the "**chargeable weight**" of the consignment.
24. It shall be the responsibility of the agent to mention proper dimensions in the Air Way Bill in terms of the cms/Inches/odd dimension etc. in import as well as in the export documents.
25. The consignment should be shipped in the first available console of any airline.
26. For the purposes of calculation of air freight charges and sea freight charges, the SBI, TT selling rate or Customs/RBI exchange rate (Import) of foreign currency as prevailing on the date of arrival in India, shall be applicable.
27. **Ex-works shipments:** In case, the foreign supplier has agreed to supply the goods on Ex-works basis, the consignment shall be lifted by the agent from the foreign suppliers and forwarded/delivered to NIPER Mohali via New Delhi. The inland handling/ forwarding charges shall be paid by NIPER Mohali on actual basis.
28. Bank Release Order (for consignments against irrevocable letter of credit) will be delivered after its receipt from the bank. Custom clearance should be initiated without waiting for bank release order which generally takes time.
29. Even in cases of any dispute, the consignment shall be cleared by the agent and handed over to NIPER Mohali , pending the settlement thereof.

30. The efficiency of custom agency will be judged by the Institute on following aspects:
- a. Eliminating payment of demurrage/penalty charges.
  - b. Coordinating with customs/carrier and obtaining cargo arrival notice within 24 hrs of landing at New Delhi airport and forwarding the same to NIPER Mohali .
  - c. Number of consignments damaged during the year and follow up by the agency thereon.
  - d. Time taken to deliver the consignments at NIPER Mohali after release of the shipment from the airport.
32. The agency shall intimate NIPER Mohali well in advance (48 hrs./pre-alert advice) from the date of arrival of the consignment at IGI, New Delhi airport with the house airway bill (HAWB) and master airway bill (MAWB) numbers so that the required documents are prepared and sent to Delhi in time. The agency shall be held responsible for any delay on their part where they do not file the bill of entry with custom or do not confirm any discrepancy to NIPER Mohali. The penalty and demurrage charges due to agent's negligence will be recovered from them. Similarly, the agent shall have to make good to NIPER Mohali, any loss incurred due to negligence or failure on their part in taking prompt action in finalization of the Bill of Entry and clearance of consignment. The firm may be required to carry out or arrange to carry out the inspection of the ordered material at the country airport of shipment or suppliers premises on behalf of NIPER Mohali, if required in certain cases. Safe custody of the consignment cleared shall be the responsibility of the agency until it is delivered to Central Stores, NIPER Mohali and delivered to the concerned indenter. The unloading of the materials at NIPER Mohali will be the responsibility of the agent. The Institute will pay the crane/forklift charges for unloading of heavy materials only.
- 33. The agent shall also be responsible for clearance of material shipped by any other console (CIF/CIP/C&F) or Direct Purchase Order, if all relevant documents and intimation has been provided to them in advance by NIPER Mohali. NIPER imports maximum shipment on CIP/CIF Terms.** In such cases, no Demurrage shall be payable under any circumstances whatsoever, save in cases, where the lapse has been on the part of the Institute. The Agent shall be fully responsible for proper monitoring of shipment from principal supplier and arrangement of Demurrage Free clearance of consignment coming from other console including Direct Orders.
34. It shall be responsibility of the agent to ensure/check that the consignment has been properly insured before shipping it from the respective countries.
35. In case of Export & Re-Import, the agent shall be fully responsible to take Insurance policy for consignment(s). However, the same shall be reimbursed by the Institute after the original policy document with proper bill on actual is produced.
36. It is understood that if any loss is incurred due to non-insurance of the consignment(s) during transit, the total loss shall be recovered from the agent's bills or otherwise.
37. Agent shall make good to Institute, any loss that has to be incurred due to the negligence/ failure on its part in taking prompt action in finalization of Bill of

Entry and clearance of consignment within the stipulated period. Such losses to the Institute shall be recovered from either its bills or other means as deemed appropriate.

37. The agent shall have to bear the applicable customs duty up to a limit of Rs.50,000/- (Rupees Fifty Thousand only), on behalf of NIPER Mohali, which will be reimbursed to the agent along with the Bill submitted in this behalf. However, in Case, the amount of Custom Duty exceeds the said limit of Rs. Fifty Thousand, then the agent shall instantly intimate NIPER Mohali about the amount with detailed calculations involved in the Custom Duty & Freight vis-à-vis the Purchase Order well in advance and simultaneously submit a Proforma Invoice thereof, to enable the Institute arranging for the payment in time i.e. by 48 hrs, prior to the landing of the shipment. However, if advance payment as aforesaid, is delayed for certain reasons, the agent shall ensure to pay on his own the entire sum as may be payable which shall subsequently be reimbursed to the agent within three days. It is made clear that if the delay in intimating to the Institute is caused on the part of the agent about the duty payable, then only the agent shall be held liable for all consequences and costs including the interest burden etc. and no plea in this regard shall be accepted/entertained.
38. The consignment shall be moved within seven (07) days of receipt of the material from the foreign supplier/firm (For FOB/FCA/EX-WORK) and after clearance from airport/Sea Port, delivered at the Institute's Central Stores within a week (7 days of landing at IGI New Delhi) (For FOB/FCA/EX-WORK/CIF etc).
39. In case, the cargo is received in shortage/damaged condition/short landing cargo, no payment shall be released to the agent until NIPER Mohali receives the complete consignment/insurance claim. In all such cases, the agent shall be required to instantly file "Shortage" or "Damaged" or "Not Found" or "Not Traceable" notice with the Airport Authorities and further, obtain necessary certificate thereto or damage certificate from the Airlines / Sea liner besides lodging necessary claim with the authorities concerned, under intimation to NIPER Mohali. It shall be the duty of the agent to also follow up the matter with Insurance Company for claim settlement including obtaining damage certificate, surveyor inspection along with the Institute representative, lodging the claim and taking other necessary action.
40. At times, some of the consignments of the institute may be under temporary export/import items. Hence the agent would have to handle such consignments as well.
41. **Penalty Clause:** NIPER Mohali reserves the right to deduct a penalty for Rs.500/-per day for delay in consolidation and Airfreight of NIPER Mohali shipments and their delivery to Central Stores, NIPER Mohali. The period of delay will be calculated after 4 weeks from the date of intimation from the supplier about the readiness of Equipment/Consumable for shipment. This will also be applicable for delays in shifting of material from New Delhi to NIPER Mohali after 07 days of clearance.
42. All the imports effected by the Institute are partially customs duty free under Notification No. 51/96 dated 23.07.1996. To avail the said duty exemption, a certificate against each import will be provided by the Institute, on receipt of Cargo Arrival Notice from the agent for custom clearance purposes. The applicable custom duty after duty exemption certificate in all shipments is

presented/submitted to the respective authority shall be payable @ 5.15% only leaving the 100% duty free items. The agent will file Bill of Entry just after landing of the consignment under intimation to us for arranging duty exemption certificate. In case of any customs objection, the written communication must be sent to the Institute without any delay. In no case, full Custom Duty shall be paid by the agent once the Custom Duty Exemption Certificate has been provided by the Institute.

#### **Performance Bank Guarantee:**

43. The successful bidder shall have to furnish an unconditional Performance Security Deposit / Performance Bank Guarantee of **Rs.1,00,000/- (Rupees One Lacs Only) from a nationalized bank only** as security in favour of Director NIPER Mohali , within fifteen days from the date of award of Work.
44. The security deposit/Performance Bank Guarantee must be valid for 48 months from the date of contract and which should remain valid till three months after the expiry of the contract term.
45. The security deposit/Bank Guarantee will be refunded / returned three months after the completion of contract subject to clearance and delivery of all the shipments to the Institute as per the terms and conditions of agreement and again on written request having been made in this behalf by the contractor. No interest would be paid on the security deposit or Bank Guarantee. In case, the contractor fails to provide satisfactory services during the contract period or discontinues fulfilling the contracted obligations in any manner or is found at fault, the performance bank guarantee shall be forfeited without assigning any reasons, whatsoever and the contractor shall have no right to claim for refund of performance security deposit. The Director, NIPER Mohali will have the discretion to invoke the payment from the bank in case of any breach of contract.
46. **Fidelity Guarantee Bond:** Since the agent shall have to handle sophisticated and valuable consignments as well, the agent shall further be bound to furnish a fidelity guarantee bond as well for an amount of **Rs.10,00,000/- (Rupees Ten Lacs only)** in favour of the Director , NIPER within 15 days of the receipt of the letter of acceptance issued by the Institute, so as to safeguard the interest of NIPER Mohali in case, of any loss is caused to NIPER Mohali due to any act of omission and commission by the agent. This bond must be duly attested by the agent's bank which should be a Nationalized Bank. This bond must be valid for 48 months from the date of contract and which should remain valid till three months after the expiry of the contract term.
47. Agreement –the successful bidder shall be sign a contract Agreement in accordance with form of agreement and submitted the same NIPER within 15 days of the receipt of notification of award.
48. Not With After submission of bid or modify the terms and conditions after acceptance of tender. In case Bidder fails to observe and comply with the stipulation made herein or back out after quoting the rate, the aforesaid amount of EMD /Performance Guarantee will be forfeited by NIPER-SAS Nagar, Mohali . Besides this, the bidder will also be liable to be debarred/backlisted from participating in the tendering process of NIPER SAS Nagar Mohali ion future and/or suitable penalty will be levied.
49. Penalty-It will be the responsibility of the contractor to supply the items(s) in accordance with terms and condition of tender and work order with stipulated time frame, on the stipulated quality standards, otherwise, the NIPER SAS Nagar may impose penalty.
50. Validity of bids may be extended by mutual consent of both parties
51. Rejection of incomplete and conditional tenders.

#### **Termination**

52. The contract may be terminated by either party to the contract by giving three months' prior notice to the other party without assigning any reasons.



53. The Institute may at its discretion, terminate the contract by giving prior notice as deems appropriate in case of the service being found unsatisfactorily or any term of the contract being breached and which in its opinion may be harmful to its interests as also to the spirit of the contract.

54. The contract may be terminated by the Institute in terms of the stipulations provided elsewhere in the contract.

55. It is made clear that if any information/certificate furnished by the bidder is subsequently, after or before award of the contract, is found to be untrue or false, the award of the contract may be terminated by the institute at its

discretion forthwith and the bidder/contractor shall have no claim, whatsoever, in this regard and the EMD or the Performance Bank Guarantee, as the case may be, would be liable for forfeiture, wholly or in part, at the discretion of the Institute.

### **Arbitration**

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

### **Force Majeure**

57. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term "force majeure" as employed herein shall mean, acts of god, war, revolt, riot, fire, flood and acts and regulation of the Government of India or any of its authorized agencies.
58. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 7 (seven) day of the alleged beginning and ending thereof giving full particulars and satisfactory proof.
59. The time for performance of relative obligations suspended by the force majeure may be extended by the period for which the cause lasts or condoned by the Institute without any penalty.
60. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the option of cancelling the Contract in whole

or in part thereof at its own discretion. Any situation of force majeure shall not be payable by the Institute under any circumstances.

**Jurisdiction**

61. All the matters and disputes under this contract shall be subject to the jurisdiction of Mohali Punjab courts only.

Date:  
Place:

Signatures:  
Name in Full:  
Designation:  
Name of the Firm:  
Official Seal:

### Undertaking by The Tenderer

1. We agree to ship the consignment within seven days after receiving from the principal supplier and after clearance from airport/seaport in India, it will be delivered to the premises of NIPER Mohali within 7 working days and will be distributed to the concerned indentor immediately. In case of perishable items, it will be delivered within minimum time with proper arrangements.
2. We agree to pay the customs duty up to Rs. Fifty Thousand for consignments at the time of clearance from airport/seaport and its reimbursement within 30 working days (excluding courier time) against paid Challan. We shall submit original bill along-with the paid challans for reimbursement of customs duty so paid within fifteen days. We also undertake to pay the customs duty beyond Rs. Five Lac in certain circumstances in terms of the stipulation of the bid document.
3. We agree to confirm/check regarding insurance of the consignments before moving the same from respective country. If any loss is incurred due to non-insurance, the same may be deducting from our bills.
4. We agree to take insurance policy for all export /re- import consignments prior to shipment.
5. We agree to provide name and complete address of all associates located in different countries along with the names, telephone no, fax no and e-mail address of their contact persons.
6. We agree that we shall not claim any demurrage charges, if paid by us at the time of clearance for the shipments, if the material comes by our consol.
7. We agree to properly monitor & clear the consignment shipped by other consol and direct orders within demurrage free period. If the intimation and documents is received in advance, we shall not claim any demurrage.
8. We agree that the house airway bill number, date and master airway bill number and date will be intimated to the institute at least two days before of its arrival at the New Delhi airport for the purposes of insurance coverage of the consignments.
9. We agree that we shall collect necessary documents (BRO, catalog, NOC, CDEC etc.) required for clearing of consignments both from airport and seaport by deputing our representative as and when required, without any delay.
10. We also agree to open an office at NIPER Mohali within 30 days of the receipt of offer letter or before start of the work (whichever is earlier) to help the institute on day to day basis in import and export matters.
11. We agree that we shall submit the original House Airway Bill, copy of Master Airway Bill, Customs signed Invoice, Bill of Entry both Importer Copy and Exchange Control Copy along with the clearing charges bills within fifteen days of clearance of the shipment.
12. We shall prepare the air freight bill and clearing charges bills strictly in accordance with the approved rates. Under no circumstances airfreight rates charged by us shall exceed those specified in the latest issue of IATA TACT book.
14. We agree to the payment terms as mentioned in the terms and conditions.

15. We agree, if MAWB, HAWB, LC Number or Invoice detail of shipment will be found wrong then immediately intimate to NIPER Mohali , Central Stores by e-mail/Phone/Fax with intimation to the principal supplier for correction etc, before filing the bill of entry.
16. We agree, if cargo is received in damaged condition/short landing cargo, no payment shall be made to the agent till NIPER Mohali receives the insurance claim. In such cases, we will file shortage/damaged/not found/not traceable notice with airport authorities and obtain necessary Certificate/Damage Certificate from the airline and lodge necessary claim with the concerned authorities under intimation to NIPER Mohali .
17. We agree, if the packet of consignment is found externally damaged at the airport/ seaport, then we will first inform to NIPER Mohali , Central Stores for insurance survey. It will also be applicable to those consignments which will come through other consol.
18. During inland transportations, any loss/damage shall be the sole responsibility of ours. In that case, we shall provide loss/damage certificate immediately and ensure following-up the insurance cases till reimbursement from the insurance company is received and only thereafter, we shall submit the clearance charge bill for payment.
19. As we shall handle sophisticated and valuable consignments as well, we shall furnish a Fidelity Bond of Rs.10,00,000/- (Rupees Ten Lacs only) valid for 48 months in favour of "The Director,NIPER Mohali " to safeguard the interest of NIPER Mohali in the event of any loss to NIPER Mohali for any act of omission and commission by us, which should be valid till contract period. The director NIPER Mohali will have the discretion to order for the forfeiture of deposit for any breach of contract.
20. We shall submit performance Bank Guarantee from Nationalized Bank of **Rs.1,00,000/-** valid at least for 48 months from the date of contract period, if the contract is awarded in our favour.
21. We agree that, we will not detain/withhold any consignment of NIPER Mohali before or after the clearance, under any circumstances.
22. We shall submit the bills within 15 days of clearance of consignment with all relevant & supporting documents.
23. We have no objection, if Institute appoints/empanel multiple clearing agent/freight forwarders for the same works.
24. No Criminal case is pending against the said firm/agency.(annex-)
25. We agree and accept all the Terms & Conditions of the tender document.

Date:  
Place:

Signatures:  
Name in Full:  
Designation:  
Name of the Firm:  
Official Seal:

