



CENTRE OF BIOMEDICAL RESEARCH

(Formerly Centre of Biomedical Magnetic Resonance)

An Autonomous Centre of Govt. of U.P.

Sanjay Gandhi Postgraduate Institute of Medical Sciences Campus, Raebareli Road, Lucknow – 226014, U.P. (INDIA)

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TENDER NOTICE

Sealed offers are invited in **one-bid system** from the reputed manufacturers / dealers / service providers for "**Appointment of Custom Clearing Agent**" as per tender conditions as stipulated in the tender documents. **The tenderers shall submit the required Tender Fee & EMD Online in favour of Director, CBMR**, as per the details given in tender documents. The receipt/proof of online submission of Tender Fee & EMD must be submitted with tender document. **Tender documents duly filled in will be received by speed post / regd. post / courier only in the office of Centre of Biomedical Research (CBMR)**. For detailed information, you may please visit our website <http://www.cbmr.res.in>. The tender documents can be downloaded from above website to submit the sealed offers. Bids will be opened in the presence of authorized representative of the bidders on scheduled date and time. Director reserves the right to accept or reject any tender in part or full without assigning any reason thereof. The institute will not be responsible for any postal delay.

Director

Tender No.: CBMR/PUR/590/2019-20

Sl. No.	Tender No.	Name of Equipment	Qty.	Tender Fee (₹)	EMD (₹)	Last Date of Submission of Tender up to 04.00 p.m.	Date of Opening of Tech. Bid at 03:00 p.m.
1.	CBMR/PUR/590/2019-20	Appointment of Custom Clearing Agent	As Per Tender	1,180.00	10,000.00	09.01.2020	15.01.2020

Tender No. CBMR / PUR / 590 / 2019-20
Tender Document for Appointment of Custom Clearing Agent

Competitive bids are invited from the reputed manufacturers/dealers/service providers for "Appointment of Custom Clearing Agent" in **one-bid system** to clear the imported consignments.

Terms & Conditions:

1. It shall be the duty of the clearing agent to advise the Centre to comply with the provision of Custom Act 1962 or any other statutory provisions so that there may not be any lapses on the part of the Centre.
2. The clearing agent will impart every information to the Centre regarding the consignments and in case of wrong shipment will take immediate steps to inform the custom authorities as well as the Centre and also advise the Centre regarding the steps to be taken up at the Centre level.
3. The clearing agent will get the consignments cleared within Two days from the date of receipt of complete documents; however, it will be the responsibility of the Clearing Agent to get the Perishable consignments cleared within 24 hours.

The prompt clearance would be ensured after receiving the documents. In case of any delay and any demurrage or warfage is charged that will be borne by the clearing agent. Any deficiency in the supply of documents on the part of the Centre should be taken up seriously and the Director should be informed immediately.

4. To ensure that goods while in custody of the clearing agent are protected from all damages or losses and safely to be delivered to the Centre.
5. To receive all documents for clearance of the cargo or shipment on or before arrival of the vessel / cargo and the documents to be scrutinized carefully to ensure the prompt clearance all the documents are to be completed in all respect. The customs authorities require following documents.
 1. Cargo Arrival Notice.
 2. Bill of Lading / Air Way Bill.
 3. GATT Declaration (2 copies) duly filled in, signed and stamped.
 4. Import Declaration (4 copies) duly filled in, signed and stamped.
 5. Bank attested invoice / documents.
 6. Purchase / Supply order copy.
 7. Not Manufactured in India Certificate.
 8. Custom Duty Exemption Certificate.
 9. Bank Release Order.
 10. Freight Certificate.
 11. Authority letter in favour of Asstt. Commissioner.
 12. Authority letter in favour of Cargo Manager Airlines / Air Consolidator.
 13. Freight Cheque / Demand Draft.
 14. Other documents if required will be informed accordingly.
6. To collect the Cargo Arrival Notice from various agencies / airlines and to be intimated by phone and/or e-mail so as to avoid demurrage / warefage. To make a "Bill of Entry" and get delivery order endorsed on the finalized bill of entry for clearance. The bill of entry will then be taken to the port / airport and after paying the necessary port dues, the clearing agent will obtain forwarding note from the port / airport authorities.

If the particulars relating to the shipments are insufficient the clearing agent shall take steps to obtain the required particulars from the Centre and present indemnity bonds or guarantees or such other documents as may be required to facilitate immediate clearance. However, all measures have by clearing agents so that demurrage on account of above may not be levied.

7. The clearing agent shall be responsible for the safety of the consignment until these are despatched to the consignee. The clearing agent shall also be responsible for the safety of the consignments after discharge and before despatch, not only for value of the consignment lost but also for other consequential losses incurred by the Centre.
8. In case of packages showing external signs of damage and there is a suspicion about soundness of the contents, the clearing agent shall have the survey done by the Insurance Company and the Steamer / Air Agents. On the basis of this survey the clearing agent will take further action for refund or recovery of value from the Steamer / Air Agents and the insurance Company, as the case may be. The survey shall have to be completed within three working days from the date of presentation of the goods for examination / release.

It would be advisable if the Manager of the Docks / Airlines or his representative is also associated in the survey as this will help in pin pointing the responsibility of the port authorities. If at a later stage, it is found that the consignment were damaged while in the custody of the Air Port / Port Trust and / or, if a survey is not granted a reply to this effect will be obtained by the clearing agent to facilitate the claim against the Steamer / Air Agents in the event of discharge of cargo from the warehouse in a damaged condition. No additional charges for claim shall be paid.

9. When the package is opened for customs examination, the clearing agent will ensure that the goods are repacked securely to avoid chances of pilferage thereafter.
10. Landed but missing package:

When packages landed are subsequently found to be missing, it shall be the duty of the clearing agent to take all steps to trace out the packages in co-operation with take appropriate action to take "Landed but missing" certificate from the Port/ Air Authorities.

11. Short Landed Packages

When it is established that the package is short landed the clearing agent will immediately get in touch with the Port / Air Authorities and to assist the Centre refund of demurrage / warfage charges, if any.

12. Claims on Steamer Agents / Port Authorities

(a) The clearing agent will forward the documents to the Centre, the Survey Report of packages landed but subsequently missing or the short landing certificate in respect of short landed packages for preferring formal claims on the Steamer / Air/ Agents/ Port Authorities/ under-writers. The Centre authorities shall lodge the formal claims. The claim bill will be submitted with the following documents in triplicate:

- Invoice
- Packing specifications
- Certificate of Customs or Port Trust/ Airport
- Bill of Lading/ Airway Bill
- Short landing certificate (in case of goods short landed)

The claim must be lodged within the claim or as the case may be.

(b) Where consignments are landed but are subsequently missing in the docks / warehouses, a formal claim to the Port / Air Authorities for the landed cost of the goods will be lodged and a parallel claim on the Insurance Company will be preferred as well. The claim will accompany "Landed but missing certificate" documents as given above.

13. Despatch of goods from Port to Consignee premises:

The clearing agent will endeavour to get the forwarding note accepted within the free time allowed, so that demurrage does not occur.

14. Despatch of Consignment from Dock/Port to the Centre by Road

The clearing agents will send dispatch advice to the Centre immediately after booking the consignment with required information, invoices, packing note etc.

15. Rail/ Road/ Air Dispatch:

When goods are dispatched by Rail/ Road/ Air, it shall be the responsibility of the clearing agents to arrange loading. The clearing agent will be held responsible for any wrong delivery or for any consequential loss. Delivery of the goods would be made by Clearing Agent up to Store in the Centre.

16. Firms / Agencies **should have more than of 05 years of experience** of rendering their services in concerned field in any Govt./Semi Govt. organizations. It should be supported by proper document/certificate. A list of their clients should be enclosed with proper proof.

17. Schedule of Charges:

Sl.	Particulars	Rates
1	Agency Charges (In % of total value and with minimum charges, if any)	
2	Agency Charges for Postal Clearance (In % of total value and with minimum charges, if any)	
3	Customs Duty (If other than actual basis)	
4	Computer Charges (Per page & minimum charges, if any)	
5	Transport Charges from Airport to CHA go down - Up to 100 kg. - Above 100kg.	
6	Transport Charges from Delhi to Lucknow (If other than actual basis)	
7	IAAI Charges (If other than actual basis)	
8	Permission for Section 48	
9	Examination charges - By Air - By Sea	
10	Service Tax (If other than actual basis)	
11	Special Courier charges to deliver the consignment from Delhi to Lucknow (If other than actual basis)	
12	Loading & unloading Charges at New Delhi - Per kg. up to 100 kg. package - Per kg.above 100 kg. package	
13	Re-export charges for post parcel	
14	Re-export charge other then post parcel	
15	Re-export charges - Freight (If other than actual basis)	
16	By Sea TKD 40" (In % of total value and with minimum charges, if any)	
17	By Sea TKD 20" (In % of total value and with minimum charges, if any)	
18	By Sea (Per Pallet)	
19	Clearing Time of Consignment	

18. Payment of warehousing charges, air freight & other charges

The Clearing Agent will be responsible to pay initially warehousing & other charges on behalf of Centre per consignment and the same will be reimbursed later on submission of bill. In case of huge charges are involved in clearance of any major consignment, the appropriate advance for the same can be considered on the written request of clearing agent.

19. Terms of Payment:

Custom Clearance Agency fee and other charges shall be paid as per schedule of charges.

20. Delivery:

The Clearing Agents will not deliver any material, goods or consignment to any person directly other than the authority of the Centre.

21. Tender Fee

The tenderers shall submit the required **tender fee (non refundable)** for ₹ 1,180.00 (One thousand one hundred eighty only) **Online in favour of Director, CBMR**, as per the details given in EMD Clause (A). The receipt/proof of online submission must be attached with the tender document.

22. Earnest Money Deposit (EMD)

(A) The Tender Fee (₹ 1,180.00) and Earnest Money Deposit (EMD) (₹ 10,000/-) will be submitted online as per following details and receipt/proof of the same must be attached with tender document:

- (a) Account Number- 30054847814
- (b) Name of Account – Director, CBMR
- (c) Name of Bank and Branch – State Bank of India, SGPGIMS Branch, Lucknow - 226014
- (d) IFSC Code- SBIN0007789

(B) For online refund of EMD, following details be provided by the bidders in tender document:

- (a) Tender number
- (b) Name of equipment
- (c) Amount of EMD
- (d) Name of Bank and Branch
- (e) IFSC Code
- (f) Name of account
- (g) Account number in which EMD amount is to be credited

(C) Earnest Money be paid as per details mentioned above.

- (a) Non-compliance of terms & conditions of tender or supply order may amount forfeiture of EMD.
- (b) The EMD of unsuccessful bidder will be released immediately once the tender is finalized.
- (c) The EMD of successful bidder will be released after execution of supply order satisfactorily.
- (d) EMD will be refunded without any interest whenever it is returned.

23. Submission of Tender:

The tender will be accepted **by speed post / regd. post / courier only** in the office of Centre of Biomedical Research (CBMR), SGPGI Campus, Raebareli Road, Lucknow-226014 (UP), under the sealed cover failing which the tender shall be disqualified.

24. Period of Contract:

The agreement shall remain in force for period of three (03) years as per terms and conditions hereof. It can however be extended further with the mutual consent of both the parties.

25. Arbitration:

All differences & disputes arising between the Centre and Clearing Agents out of or in connection with the terms & conditions contained herein or by reasons of failure or refusal or to any other matter relating to this appointment or in regard to the interpretation of the content thereof shall be referred to the sole Arbitrator, Director, of the Centre or his nominee for arbitration. The decision of the sole Arbitrator shall be the final binding upon both parties and subject to adjudication of Lucknow Court. The place for arbitration shall be Lucknow. The Arbitration and conciliation Act 1996 and rules made there under shall apply to the arbitration proceeding under this clause.

26. The clearing agents will not assign or sublet or transfer their interest without the written consent of the Centre, since the clearing agent is only authorized to clear the goods from customs within the jurisdiction of Delhi so the clearance at other ports / Airports / F.P.O's will not be performed through their associates unless consent is obtained from the Centre in writing.

27. Termination of Appointment:

The Clearing Agent hereby agree to perform as per the conditions contained herein. However, in case of delay or default on the part of Clearing Agent, the Centre shall have a right to make alternate arrangements without any notice to the clearing agent; however, in case of termination one week notice will be given in writing to the clearing agent.