

Registered

M/s \_\_\_\_\_

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**Subject: Appointment of demurrage free Customs Clearance Agent.**

This institute has been established by Govt. of India and has got status of Deemed - University. We are registered with **Department of Scientific and Industrial Research under Ministry of Science and Technology**, for the purpose of availing customs duty exemption. The registration is valid up to 31.08.2015. We intend to appoint a customs clearance & forwarding agent for a period of **one year** who should be able to get our consignments cleared from customs/Air port authorities promptly. The contract could be further extended if the performance of clearance agent found to be satisfactory.

Application/quotation is invited in a sealed cover on your letter pad paper in the format given below. **Please send your quotation to the undersigned in a sealed cover duly super scribed on envelop "Quotation for appointment of demurrage free Customs Clearance Agent" so as to reach latest by closing date/time i.e. dated: 20/01/2014.**

**Note:** It may be noted that quotation received only through REGISTERED/SPEED POST shall be considered. The institute is located in remote area and it takes 5 to 7 days to reach the mail, therefore, quotation be dispatched well in time considering this factor.

**'A' General Information**

1.	Name of the proprietor/partners & contact person.	
2.	Complete correspondence address.	
3.	Telephone/Fax/ E mail No.	
4.	Are you registered with any govt. agency? If so give Regn. No. & furnish copy of registration certificate/license.	License No.
5.	For how long you have been in this field.	
6.	Brief company's profiler (showing team of staff/ infrastructure.	
7.	Area coverage (zone/Area).	
8.	List of clients.	

**Seal & Signature****Contd. /P2**

**'B' Commercial bid** (To be furnished in a **sealed envelope** duly super scribing "commercial bid clearance agent" in the same cover.

1.	Documentation charges.	
2.	(EDI) Computer Filling charges.	
3.	AAI charges.	
4.	DD Fee.	
5.	NIC Fee.	
6.	Conveyance.	
7.	Opening, packing & sealing charges (To be considered as a package.	
8.	Loading and unloading, forklift/ crane charges for loading / unloading.	
9.	Transportation.	
10.	Urgent gate pass & delivery challan.	
11.	Insurance Premium of consignment from Delhi to SLIET, Longowal.	
12.	Location charges.	
13.	Professional charges.	
14.	Any other charges / Service Tax/ any Govt. levy payable.	
15.	Delivery charges from Air port to SLIET Longowal.	
16.	Discount if any.	
17.	Agreed/Not agreed to deposit custom duty at the time of filing of Bill of entry.	
18.	Any other	

Seal & Signature.

**Note:** Where the charges are as per actual the tentative charges as on date be intimated in above columns. These shall be paid as per actual on production of original documents.

**TERMS & CONDITIONS:**

1. The agent shall act as clearing, consolidating, forwarding and transporting agent for clearing, Air cargo consolidation, forwarding and transporting of packages of Equipment/Machines, scientific, Consumable goods, chemicals and reagents etc. (hereinafter referred to as "Stores"), received by SLIET from foreign countries at IGI Airport/FPO Delhi.
2. The agent shall be required to perform all the duties which is required to do under the Customs Act, 1962 as amended from time to time and take all steps to ensure that the interests of the Institute are protected while clearing of its stores.
3. At the time of shipments arriving in their consolidation, the agent will give to Institute pre-alert over FAX/telephone/e-mail, before the actual arrival of shipments, so that institute can arrange for funds and other related documents.
4. The agent will inform about the Delivery order through Telephone pending confirmation by fax, the same day or the arrival of the shipment in case of goods, arriving on their consolidation services. However, they shall keep a watch on airlines for shipments arriving directly.
5. The agent shall be responsible for finalization of the bills of entry and release of consignments from the IGI Airport/FPO within 5 working days from the date of receipt of the documents from Institute. In case the agent receives the documents in the afternoon, the 5 days shall be worked out from the next day. In case of any delay beyond five (05) working days, the agent shall be liable to pay the demurrage/ godown rent/ warehousing charges/ detention charges etc. if any, provided the delay is not attributable to the agent. The decision of the Director, Institute on this matter shall be final and acceptable to agent who will not challenge the same on any grounds what so ever. The stores will be got cleared within 5 working days (excluding holidays) and holidays on account of natural calamities like earthquake, bomb hoax, strike, war, bundh or other Acts of God or computer down in customs, wrong entry of weight) from the date of receipt of complete documents. Perishable goods will be got cleared within 48 hours from the date of arrival of goods at the airport and will be delivered to the institute immediately, on the same day of clearance or the next day, to the concerned person/Department provided the Institute shall inform through fax and all documents shall be given in advance to clearing agent.
6. The surveyor's fees and expenses incurred on conveyance for carrying out the survey of imported consignments as and when necessary, will be reimbursed to the Agent as per actual expenditure incurred.
7. It is incumbent on the agent to examine carefully all packages of each consignment arrived at the airport with the respective invoice, and measurements/packing list, etc. if at the time of physical examination of the consignment any damage or loss to goods is noticed, the same shall be brought to the notice of Institute, as well as the insurance company immediately for arranging a surveyor for surveying the consignment.

8. If at any time, the consignment is not cleared within this stipulated time or found to be lost in transit, after the clearance, responsibility shall be devolve upon the agent, who will compensate the institute to the extent of such loss.
9. The agent will arrange re-packing of damaged packages where it is essentially required in consultation with institute representative. Expenses so incurred will be reimbursed based on certificates issued by the representative of the institute or on the production of actual bill.
10. Whenever any short landing cargo is noticed the agent shall be required to promptly file "NOT FOUND" or "NON TRACEABLE" noticed with the airline/airport authority and obtain a non traceable certificate and lodge formal claim Airline/Airport Authority of India with necessary documents under intimation to institute.
11. The agent shall be held responsible for any delay on his part where he does not file the bills of entry with customs or does not confirm any discrepancy to the institute within two days. The warehousing or other charges other than handling charges will be recovered from the agent for any delay due to his negligence to the extent so paid by the institute. Such amount shall be deductible from the bill of the agent.
12. The agent shall to make good to institute, any loss incurred due to negligence/failure on his part to take prompt action in finalization of bill of entry and clearance of a consignment within stipulated period otherwise losses to institute will be recovered from the agent, from the bills.
13. The agent shall furnish performance security of Rs. 25,000/- in the form of demand draft from a scheduled bank in favour of the **Director, SLIET Longowal** which shall be refunded after successful completion of contract. In case services are not found satisfactory same may be forfeited.
14. The institute, reserves the right of enter into similar agreements simultaneously or afterwards with any other contractor / clearing as it may think fit any time during the period the agreement in force, in respect of the items referred to herein or otherwise.
15. The Institute will be at liberty to get any consignment directly released through the Indian agent who represent their foreign principals, in India or making its own arrangements or by any other agent, if and when considered necessary. The agent will be precluded from filling any claim for loss damages on this account.
16. The Institute shall incorporate the name of the authorized freight forwarding agents from the list provided by them, in all its supply orders, instructing the supplier to handover the goods in the foreign country for airfreight to New Delhi. A clause to this effect shall be supplemented in all the supply orders of the Institute. The Institute shall place its orders on FOB or C&F or CIF basis whatever it thinks fit with the foreign supplier, however, it would be the responsibility of the agent to contact with supplier immediately for the delivery of the goods at gateway airport, all around the world through their key foreign offices. All the consignments shall be cleared by the clearing agent after paying the freight & customs duty without any delay on their part, and corresponding amount should be claimed through bills from the institute.

17. The institute shall provide the complete customs clearing documents in advance along with the copy of supply order duly nominating to the agent immediately after placing it with the foreign principal, to enable them to contract the supplier.
18. The agent shall immediately clear the consignments from customs, as soon as it arrives with in the demurrage free period.
19. In the event of unsatisfactory service or stoppage of clearance work by the Agent, the Director, SLIET, reserves the right to get the work done from outside agency at their risk and cost and also to terminate the contract at any time without assigning any reasons. In case of any dispute about the interpretation of any clause the decision of the Director, SLIET, will be final and binding.
20. The contract may be terminated at any time, either by SLIET or by party by giving 30 days written notice by registered post with acknowledgement due.
21. Force majeure with adequate proof would be considered. However, the decision of the Director, SLIET, will be final.
22. The clearing agent shall pay freight customs duty & other charges out of their own pocket for the consignment arrived on freight collect basis for the consignments arrived by air. Same shall be reimbursed to them within 30 days on receipt of stores in good condition against their invoice.
23. No demurrage charges have to be paid by the institute if the stores are Imported/ Consolidated through Agent, as they are experts on handling both the works i.e. customs clearance of consignments and consolidation of the same, provided that the complete documents are given to them in advance. Thus, the Institute will be required to pay only Terminal Storage processing & handling charges of AAI. In case stores are lifted by Principal's / Firm's consolidators and all related documents are handed over to the clearing agent in time, then no demurrage charges shall be paid by the Institute.
24. All claims towards damaged/perished goods are to be recovered through Insurance company/ carriers by the Institute, with the help of clearing agent. The clearing agent will assist and guide as and when required during such claims of damaged/ perished goods from concerned department.
25. All stores should be delivered to the Stores Purchase Section in the institute or to the concerned department duly receipted.
26. Customs appraised documents/Bills of entry documents should be submitted to Store Purchase Section along with their bills after clearance of consignment.

27. If at any time, any question, dispute or difference, whatever shall arise between two parties (SLIET, Longowal on the one hand and custom handling agent on the other hand) in relation to the terms of the agreement, either of the parties may give to other notice in writing the existence of such a question, dispute or difference and the same shall be referred to two arbitrators one to be nominated by the firm. A notice, that any question, dispute or difference exists, shall be served by either party within 30 days of the beginning of such dispute, failing which all right and claims shall be deemed to have forfeited and absolutely barred.

Before proceeding with such reference, the arbitrators shall appoint/ nominate an umpire. In the event of the arbitrators and agreeing in their award, and his shall be binding on both the parties. The venue of the arbitration shall be at the Institute, i.e. Sangrur, and all proceedings arising out of such arbitration shall be initiated by the parties hereto at Sangrur alone.

The provisions of the Indian Arbitration and Reconciliation Act 1996, and the rules framed there under, and any statutory modifications made thereof, shall be deemed to apply and be incorporated for the matters relating to jobs assigned to the Agent under the agreement deed.

Upon every or any such reference the cost of any incidents to the reference and awards respectively shall be at the discretion of the arbitrators in the event of their not agreeing to the Umpire appointed by them who may determine the amount thereof or direct the same to be fixed as between solicitors and client or as between parties and shall direct by whom and in what manners the same shall be borne and paid.

Faculty I/c(Purchase)