MACHERASHTRA ASSOCIATION FOR THE CULTIVATION OF SCIENCE
AGHARKAR RESEARCH INSTITUTE
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Website : http://www.aripune.org

MACS’s Agharkar Research Institute (ARI), Pune, India, is an Autonomous Body under Department of Science & Technology, Govt. of India, New Delhi. MACS-ARI would like to invite sealed tenders for Annual Contract of Custom House Clearance-Cum-Consolidation Agent for consolidation of consignments of imports / exports, shipments from all over the world through Air, Sea, Foreign Post Office, Courier and Custom Clearance and transportation upto MACS-ARI, Pune. The details are appended below.

**Description**
Annual Contract of Custom House Clearance-Cum-Consolidation Agent

**Tender Enquiry No.**
20/2018-19/LTI/CHA/RC

**Date of Tender Enquiry**
23/05/2018

**Due Date & Time**
19/06/2018, up to 10.00 a.m. (For submission of Bids)

**Opening of Technical Bids**
19/06/2018, at 11.30 a.m.

Prospective Bidders may download the tender documents from MACS-ARI’s website [www.aripune.org](http://www.aripune.org) and submit their offers to The Director, MACS-Agharkar Research Institute G.G. Agarkar Road, Pune - 411 004, India.

**NOTE :-**
The following details appeared on CPPP under "Basic details" may be read as :
2) Item wise Technical Evaluation Allowed : Yes.
# CHAPTER INDEX

<table>
<thead>
<tr>
<th>CHAPTER</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1: Eligibility Criteria</td>
<td>3</td>
</tr>
<tr>
<td>2: Invitations for Bids</td>
<td>5</td>
</tr>
<tr>
<td>3: Instructions to Bidders</td>
<td>8</td>
</tr>
<tr>
<td>4: Scope of work &amp; contractual obligations</td>
<td>12</td>
</tr>
<tr>
<td>5: Price Schedule</td>
<td>17</td>
</tr>
<tr>
<td>6: Undertaking By The Bidders</td>
<td>24</td>
</tr>
<tr>
<td>7: Bid Security Form</td>
<td>26</td>
</tr>
<tr>
<td>8: Checklist</td>
<td>27</td>
</tr>
<tr>
<td>9: Agreement Copy</td>
<td>28</td>
</tr>
</tbody>
</table>
CHAPTER - 1
ELIGIBILITY CRITERIA

1. ELIGIBILITY CRITERIA: - Tenders of only those bidders who would fulfil the eligibility criteria as mentioned below, shall be considered. As such, necessary documents in this regard must also be enclosed with the Tender/ bid:

A. The bidder should have valid consolidation & Custom House Agent (CHA) License in their own name (single name). Bidder Firms not having these qualifications need not apply. Self attested Copies of documents in this connection must be enclosed.

B. The bidder should have minimum turnover of not less than 25 lakhs per annum (enclose details) exclusive of customs duty payment. Balance sheet of previous three years [2014-15 (i.e. upto 31.03.2015), 2015-16 (i.e. upto 31.03.2016) & 2016-17 (i.e. upto 31.03.2017)] duly audited or certified by the Chartered Accountant be enclosed alongwith a statement showing three years turnover separately. Turnover should be given in the following format duly certified by the Chartered Accountant :-

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Turnover Exclusive of Customs Duty (Rs.)</th>
<th>Customs Duty (Rs.)</th>
<th>Total Turnover (Rs.)</th>
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<tbody>
<tr>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D = B + C</td>
</tr>
<tr>
<td>2014-15</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2015-16</td>
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<tr>
<td>2016-17</td>
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C. The Bidder should have successfully executed a continuous service of Freight Forwarding and Customs Clearance works for the last three years in any Govt. Department/DST/DBT/CSIR Labs/ICAR/ICMR/DRDO/Educational Institute/Central University/Autonomous Research Institutes/IITs. Documentary evidence about satisfactory completion of the work together with Certificates of the client must also be enclosed alongwith their complete mailing addresses, telephone numbers, fax number, E-mail address and name of the concerned person. Institute clears its shipments under customs notification number 51/96 dated 23.07.1996 @ 5.15% customs duty. The firm should submit the minimum of 10 copies of bill of entry assessed @ 5.15%, except NIL duty clearance.

D. The bidder Firm should be a member of IATA or FIATA and a self attested copy of membership document should be enclosed. The bidder Firm should be ISO certified company and copy of the same be enclosed.

E. The bidder Firm should have a valid Goods & Service Tax (GST) Registration Certificate (Enclose copy).
F. The Membership of WCA (World Cargo Association) family is "Desirable". The bidder Firm should have networking of cargo consolidating agents in at least following countries viz. Australia, Austria, Canada, China, Denmark, France, Germany, Hong Kong, Israel, Ireland, Italy, Japan, Korea, Singapore, Sweden, Switzerland, The Netherland, UK, USA. Their agents/associates addresses, contact person, phone number, fax, E-mail address etc. may be listed and enclosed.

G. The bidder Firm should have an office located in Pune/Mumbai.

H. The bidder should have their own Break Bulk Facility.

I. The bidder should have at least ten years experience in the field of Cargo Consolidation & Customs clearing.

J. Custom Duty up to Rs. Five Lac (5.00 lac) will be reimbursed to the contractor by Wire Transfer within Seven (7) days from submission of Original, correctly calculated, Custom Duty paid receipts.

OR

In special cases, upon specific request of the bidder MACS- ARI will pay Custom Duty by wire Transfer directly to Custom Authorities upon receipt of detail Custom Duty calculation from the bidder by email.

• Proposals of bidders who do not fulfil the above criteria or who fail to submit documentary proof would be rejected.

• The bidder firm/company with whom Government transactions are banned or suspended or Blacklisted due to any reasons including corrupt and fraudulent practices adopted by them shall not be eligible to submit the bids. A declaration certificate to this effect should be enclosed.
CHAPTER - 2
INVITATIONS FOR BIDS

1. MACS-Agharkar Research Institute, an autonomous Body under Department of Science and Technology, Government of India, invites sealed tenders under two bid systems for **Annual Contract of Custom House Clearance-Cum-Consolidation Agents.** The Scope of work & contractual obligations are given in Chapter 4 appended herewith.

2. The Bidders are requested to give detailed tender in two Bids consisting of:
   
   Part I  Eligibility Requirement Technical Bid, Complete tender document duly stamped and signed on each page by authorized signatory of the bidder.

   Part II  Commercial Bid

3. "The tender document is available at a Tender Cost of Rs. 100 (Rupees One Hundred only) which is not refundable. If, the tender document is downloaded from the website of the Institute, www.ariipune.org. the bidders may include a demand draft/cheque drawn in favour of Director, MACS-ARI, payable at Pune at par. The bidders may also pay the tender fee in cash in the Accounts Section of MACS-ARI and attach the receipt to the bid document while submitting the bids or may like to make payment of Tender fee online through SBI Collect. The link for SBI Collect is https://www.onlinesbi.com/prelogin/icollecthome.htm The bidders need to enclose payment receipt with the tender document. The tender document can also be requested from the Institute either by E-mail or as a printed copy.

4. The schedule of submission of bids and opening of the bids is as follows:
   
   i. The tender documents should be dropped in the **PURCHASE QUOTATION BOX located in a corridor of Administration Department of MACS-ARI.** All tenders received by post/courier/by hand will also be dropped in the Tender Box after duly recording in a register and authenticated by the Administrative Officer.
   
   ii. The Bid opening will be as follows:
       
       Place: Normally in the Committee Room, MACS-ARI, Pune 411 004. The security personnel will have the information of any change in the venue

       **Date and Time of submission : 19/06/2018 at 10.00 a.m.**

       **Date and Time of opening Technical Bid : 19/06/2018 at 11.30 a.m.**

5. **Two Bid System :**

   Two bid system should be followed for this Tender. The bidder must submit the offer in two separate sealed envelopes. Both the technical and commercial bid envelopes should be properly sealed and clearly marked as Envelope 1 - Technical Bid and Envelope 2- Commercial Bid. Both these envelopes should be placed in a third envelope, properly sealed and superscribed with the following information:

   - Tender Reference Number :
   - Due date :
   - Name of the Vendor :

   and addressed to Director, MACS-Agharkar Research Institute, G.G. Agarkar Road, Pune- 411 004

6. Tenders which are submitted without following the Two-bid Offer System will be summarily rejected.
7. Envelope No. 1: shall contain “Technical Bid” and Earnest Money Deposit (EMD). **No price information should be included in this Technical bid.** Technical Bid should comprise the following:

   a) The technical offer should be complete to indicate that services asked for are quoted. All pages of the bid should be numbered. If the total number of pages of the bid is 25, individual pages should be numbered as 1 of 25, 2 of 25, and so on. Each page of the bid and any corrections/striking/overwriting should bear proper seal and signature of the authorized person of the firm. **Unsigned Tenders shall be rejected.**

   b) A Demand Draft/Bank Guarantee of **Rs. 50,000/- (Rs. Fifty Thousand only Only)** towards Earnest Money Deposit. The bidder may like to make payment of EMD online through SBI collect. The link for SBI Collect is https://www.onlinesbi.com/prelogin/icollecthome.htm The bidders need to enclose payment receipt with the tender document.

   c) An Undertaking to agree to give a Security Deposit/Performance guarantee amounting to **Rs. 2,00,000/- (Rs. Two Lakhs Only)** by way of Demand Draft/Bank Guarantee in favour of The Director, Agharkar Research Institute, Pune - 04., in case of being the successful bidder, from a bank acceptable to the Institute, preferably a Nationalized bank. The validity of the Security Deposit should be for period of contract plus sixty days. The Security Deposit/Performance Guarantee will be released only on satisfactory completion of the contract after adjusting any dues to MACS-ARI.

   d) Agreements/Rate Contract/Completion certificates, if any, for similar services provided at the Institute(s) under DST, details of such services for the preceding three years should be given together with the price eventually or finally paid.

   e) Solvency Certificate for Rs. Ten Lakhs issued by Scheduled/Nationalized Bank with which bidder holds the Current Account. The Certificate should not be more than 12 months old.

   f) A copy of the unpriced Commercial Bid (Please see Chapter 5 - Price Schedule).

   g) Compliance sheet with any deviation with reference to the terms.

   h) List of organizations to whom similar services were provided in the last 3 years.

8. **Envelop No 2: shall Contain "Commercial Bid " and comprise of the following :**

   a) Price schedule be complete in all respects with proper seal and signature of authorized person.

   b) Discount offered should be mentioned clearly in the commercial bid only.

   c) A copy of the IATA rates adopted for the purpose of offering discount should be enclosed with the price bid.

9. The institute may arrange a Pre-bid meeting if necessary. The bidders will be notified about the same in advance.

10. The bid can be submitted in person or through post/courier so as to reach MACS-ARI on or before the due date and time. Fax/E-mail/telegraphic/Telex tenders will not be considered.
11. **Date of opening of Tenders:**

   a) The technical bids will be opened on the date and time indicated in the tender document in the presence of the bidders who decide to be present. The bidders’ representatives shall sign an attendance sheet/register as a proof of having attended the meeting.

   b) The technical bids will be evaluated to short-list the eligible bidders.

12. **Opening of Commercial Bids:**

   a) The commercial bids will be opened only of the technically qualified bidders. The date of opening of the commercial bids will be communicated to the qualified bidders, whose representatives can remain present while opening the commercial bids. The bidders’ representatives shall sign an attendance sheet/register as a proof of having attended the meeting.

   b) The commercial bids of those bidders who were found technically deficient and are not qualified as per the tender as adjudged by the indenter/technical committee will be returned without opening.

   c) The bidder’s name, bid prices, discounts, and such other details considered appropriate by the institute authorities will be announced at the time of the opening.

13. MACS-ARI reserves the right to accept the offer in full or parts or reject the offer summarily or partly.
CHAPTER - 3

INSTRUCTIONS TO BIDDERS

1. General
   1. The Bidders are requested to go through the tender document, terms and conditions carefully before submitting the bids.
   2. Bidders should quote strictly in accordance with the requirements. The Bidders’ conditions printed on the reverse of the tender/quote or anywhere else in the document shall not be binding on MACS-ARI and shall not be considered.
   3. Bidders shall adhere to the procedures and processes laid down in this document and shall follow fair and ethical practices of trade.
   4. The tenders must be clearly printed or typed without any cancellations/corrections or overwriting.
   5. Conditional offers will not be accepted.
   6. The statements and information provided by the bidder in the bid must be true and correct. The bid is liable to be rejected if the statement & information provided in the bid found to be false & incorrect. If it is found to be false & incorrect after the award of the contract, the contract will be rescinded. The bidder will be responsible for any damages/losses incurred.

2. Modification of bids
   2.1. At any time prior to the deadline for submission of bids, MACS-ARI, on its own initiative or in response to the clarification request by a prospective bidder may modify the bid document.
   2.2. The modifications will be posted on the website of the institute and the bidders are expected to look for any such modifications and they will be binding on them.

3. Bid preparation
   3.1. The Tender document must be accompanied by Earnest Money Deposit as indicated earlier in the form of Demand Draft on any Nationalized Bank or Govt. approved banks (ICICI, Axis, HDFC Bank) drawn in favour of The Director, ARI, payable at Pune or through SBI collect as mentioned in Chapter 2 Clause No. 7(B).
   3.2. The Earnest Money Deposit can be also given in the form of Bank Guarantee from a Nationalized Bank with a validity of six months. No interest is payable on EMD. Bids submitted without EMD will stand rejected.
   3.3. The EMD/BG will be returned to the bidders whose offer is not accepted by MACS-ARI within a week of opening the commercial bids of qualified bidders. In case of bidders whose offer is accepted, the EMD will be returned after submission of Security Deposit in the form of Bank Guarantee. However, if the return of EMD is delayed for any reason, no interest/penalty shall be payable to the bidders.
   3.4. The successful bidder, on award of contract/order, must send the contract acceptance/order acceptance within 15 days of award of contract. The order acknowledgement/acceptance shall be marked on the original purchase order itself, to avoid any dispute and deviation later on. The order acknowledgement/acceptance so marked may be sent by fax or email to MACS-ARI for further processing, followed subsequently by sending the original copy by post/courier.
3.5 EMD shall be forfeited:
   3.5.1. If the bidder withdraws the bid during the period of bid validity specified in
   the tender.
   3.5.2. In case a successful bidder fails to furnish the Security Deposit/Performance
   Guarantee.
3.6 The bidder shall bear all costs associated with the preparation and submission of
its bid and MACS-ARI will in no case be responsible or liable for these costs,
regardless of the conduct or outcome of the bidding process.

4. Security Deposit

4.1 Within ten (10) days of the award of contract, the selected bidder shall furnish a
Security Deposit amounting to Rs. 2,00,000/- (In words Rs. Two Lakhs) in the
form of Demand Draft/Bank Guarantee (from Nationalized and Scheduled
Bank) favoring the Director, Agharkar Research Institute, Pune. In case of
payment of Security Deposit by Demand Draft no interest shall be paid by
MACS-ARI. Therefore, we prefer Bank Guarantee.

5. Bid Validity

5.1 Bids shall be valid for a period of 120 days from the date of opening the
Technical bid.
5.2 MACS-ARI may request the bidder to extend the validity. The bidder is free not to
accept the request and in such an eventuality the EMD will be returned to the
bidder. A bidder agreeing to the request for extension will not claim any price
increase.
5.3 Bid evaluation will be based on the bid prices.

6. Submission of Bids

6.1 Bids shall be submitted to MACS-ARI before the time and date specified in the
tender. In case the date happens to be a holiday, the date of submission will be
the next immediate working day.
6.2 MACS-ARI may extend the deadline for submission of bids, which will be suitably
notified on the website.

7. Late Bids

7.1. MACS-ARI will not be responsible for late delivery of Bid.
7.2. Bid(s) received via FAX/E-mail/telegraph/telex will not be accepted.
7.3. The bid(s) submitted/delivered at wrong places other than Purchase Quotation
Box as specified under Clause 4 under chapter 2, MACS-ARI will not be
responsible and such bid(s) will not be considered.
7.4. Any bid inadvertently received by MACS-ARI, Pune after the deadline i.e. due
date and time for submission of bids, will not be accepted and returned
unopened to the bidder.
8. **Opening of Commercial Bids and Evaluation**

8.1. Commercial bids of only short-listed bidders will be opened in presence of the representatives of the bidders who decide to remain present during the bid opening, at a date and time which will be informed in advance by E-mail.

8.2. The bidder’s representatives who are present for the tender opening will sign in an attendance register/sheet.

8.3. The bidder’s name, bid prices, discounts and other details as found appropriate by the authorities will be announced at the time of the opening of commercial bids.

9. **Award of Contract**

9.1. The award of Contract 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 selected bidder. It can be terminated at any point of time without assigning any reason, if it is found that the services rendered by the selected bidder are not satisfactory.

9.2. MACS-ARI shall award the contract to eligible bidders whose bid has been determined as the lowest evaluated bid.

9.3. If more than one bidder quotes same lowest price, MACS-ARI reserves the right to award the contract either to any one or both.

9.4. MACS-ARI reserves the right to award contract to more than one bidder.

9.5. Bidder Firms which have failed to fulfill contractual obligations earlier are likely to be rejected and no communication will be entertained in this regard.

10. **Corrupt and Fraudulent Practices**

The bidders should exercise highest standards of ethics and fair practices. At any stage, if the Institute comes to know of any fraudulent or corrupt practices, the MACS-ARI reserves the right to cancel the contract at any stage.

11. **Interpretation of the clauses in the Tender/Contract Document**

In case of dispute/ambiguity in the interpretation of any of the clauses in the Tender Document, the interpretation of The Director, MACS-ARI shall be final and binding on all parties.

12. **Penalty Clause**

The Director, MACS-ARI Pune reserves the right to deduct a penalty @ 0.5% per week of shipment price for delay in consolidation and Airfreight of MACS-ARI, Pune shipments and delivery to MACS-ARI, Pune (Maximum Penalty shall be 2% of shipment Value). The period for this will be calculated after 4 weeks from the date of intimation by supplier about the readiness of Equipment/Consumable for shipment.

13. **Indemnity**

The Selected bidder shall indemnify, protect and save MACS-ARI, Pune against all claims, losses, costs, damages, pertaining expenses, action suits and other proceeding, resulting from infringement of any law pertaining to patent, trademarks, copyright etc. or such other statutory infringements.
14. **Jurisdiction**:  
The disputes, legal matters, court matters, if any, shall be subject to Pune Jurisdiction only.

15. **Arbitration**:  
In the event of any question, dispute of difference arising under this contract/agreement or in connection there with except as to matter the decision of which is specially provided under this contract/agreement, the same shall be referred to an arbitrator appointed by The Director, MACS-ARI, Pune and the decision of the Arbitration will be binding on both parties of this contract/agreement. The venue for arbitration shall be MACS-ARI, Pune.
CHAPTER - 4

SCOPE OF WORK AND CONTRACTUAL OBLIGATIONS

Following jobs shall fall under the scope of the Consolidation - Cum-clearance contract:-

A. Customs clearance of imported consignments from Indian Airport Authority of India (IAAI) / Inland Container Depot (ICD) / Foreign Post & Courier, Mumbai and any other Indian Airport / Sea Port.

i. The Clearance of Precious and delicate type of equipment, instruments spare parts, accessories and other special type of materials, including perishable chemicals, live animals, cultures, Biological samples, Enzymes etc.

ii. Collection of documents relating to Customs from MACS-ARI, Pune 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/damages certificate in case of materials are short delivered by Indian Airport Authority of India (IAAI), or airlines and lodging of claims with them immediately on behalf of MACS-ARI, Pune.
   c. Arranging insurance survey at Airport/IAAI in case of damages to the consignment and get the damage certificate.
   d. Immediate Dispatch/deliver of consignment to MACS-ARI, Pune after Customs clearance.
   e. To identify the consignments of negative/banned listed & 100% Customs Duty free items from day to day purchase orders issued by the Institute and advice the Institute accordingly.
   f. Arrangements of Dry Ice, its replacement in case of Perishable goods shipment. Faster customs clearance and safe delivery to MACS-ARI, Pune.

iii. Any other job in connection with the clearance of goods from Customs.

iv. Clearance and intimation of Post Parcels from Customs/Foreign Post Office, Mumbai & delivery to MACS-ARI, Pune.

v. Clearance of sea shipment from any port of the India and delivery of consignment at MACS-ARI, Pune after customs clearance.

vi. Follow-up of cases of recovery of any excess duty paid to customs.

vii. To provide the damage certificate to the Institute for insurance claim, in case of damage consignment.

viii. Clearance for consignment arrived through courier/cargo mode.

ix. Clearance of any free samples that may come for R&D purpose.

x. Completer procedure of ATA carnet as and when required by MACS-ARI, Pune

B. Consolidation of the Consignments being imported from across the world :

i. Complete monitoring and supervision of the movement from the date of order/letter of credit and regular feedback on the progress of order to MACS-ARI, Pune. 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 Bidder and the respective amount of demurrage shall be recovered from the bill. MACS-ARI, Pune shall not be liable to pay any amount on account of demurrage charges, penalty charges, late submission charges of Bill of Entry vide Notification No. 26/2017-Customs (N.T) dated 31.03.2017, if intimation & documents received in advance by you.
ii. To provide timely information (pre-alert) regarding dispatches and other relevant information to MACS-ARI, Pune.

iii. To facilitate specialized packing for all kinds of materials as per the International Air Transport 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, Biological samples, Enzymes, cultures, perishable goods etc. on priority basis with due care, attention and in safe manner.

v. Prompt communication through telephone, telefax and E-mail etc., to ensure quick clearance.

vi. Any other services needed regarding consolidation from time to time.

vii. If, at any International Airport bidder’s associates are not available, the bidder shall make alternative arrangements for smooth shipment (for EX-WORKS/FOB/FCA) from any Country to Indian Airport/Seaport, for that bidder will not claim any extra charges.

viii. To arrange transit Insurance for all Ex-works/FOB/FCA shipments on warehouse to warehouse i.e. upto MACS-ARI, Pune (Marine Insurance covering all risks, institute cargo clause (FPA/WA all risks) and perils as per institutes SRCC clause, war risk as institute clause. Bidder should be provided Rate of Insurance on basis of (CIF + 10% +duty) value. Transit insurance preferably will be from Government Insurance company i.e. General insurance corporation of India, National Insurance Company, New India Assurance, The Oriental Insurance company & United India Insurance company etc. The original Insurance Policy & premium paid Receipt, Cover Note, should be in the name of MACS-ARI & to be submitted to MACS-ARI along with your invoice.

C. Exports to Various Countries:
   i. Export of certain items for repairs, which will be re-imported after repairs.
   ii. Export of equipment’s for replacement and completion of their paper work.
   iii. Export of R & D samples to a designated agency/firm.
   iv. All procedural formalities with customs will be required to be done by the bidder. The bidder should take care of the paper work of the export documents for repair of replacement material on priority basis.

CONTRACTUAL OBLIGATIONS:

The following obligations are also applicable and the same must be fulfilled by the bidder firm:

a) The bidder should have refrigerated containers to bring perishable consignment from port of Destination/Clearance to MACS-ARI, Pune.

b) The bidder must have the facility for storing the consignment including that of perishable which could not be transported to MACS-ARI, Pune as soon as the custom clearance is done. In case the item has to be kept in cold storage, such facility should be provided/arranged including dry ice filling wherever it is required.

c) The consignment after clearance from airport/seaport should be delivered at MACS-ARI, Pune, within two working days. In case of perishable items, it should be delivered directly on the same day (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 MACS-ARI, Pune, bidder shall be held responsible for the complete loss.
d) On the receipt of consignment, the bidder 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).

e) Bidder (Consolidator) will be responsible for the safety of the cargo in all circumstances, besides handling complete paper work for Import or Export of consignment. In the events of non-availability of invoice or other relevant papers if consignments incur demurrage or penalty, the bidder/consolidator shall be solely responsible.

f) Pre-shipment advises must be intimated at least Five (5) working days well in advance. The bidder has to submit invariably statement/update status of shipments arrival/proposed shipment on daily basis to MACS-ARI, Pune through E-mail. Also bidder should give the detailed prior information's of the materials to be shifted from Mumbai to MACS-ARI, Pune by E-mail so that Inspection Report should be prepared and unloading arrangement should be made in advance, if any. We shall not bear/pay any demurrage charges on account of any delay in clearance attributable to bidder or their freight forwarder.

g) In view of Govt. Notification No. 26/2017-Customs (N.T.) dated 31.03.2017 to avoid charges towards late filing of BE (which shall be done by authorised bidder) the bidder must follow substituted regulation 4 Bill of Entry (Electronic Integrated Declaration) Regulation 2011 (1) and also avoid payment of warehouse charges/demurrage charges. To avoid delay, bidder shall pay OR intimate in writing (Refer clause J under chapter 1) all the clearing charges (as agreed in this contract) of the consignment including Customs duty. Airfreight/Sea-freight charges and clearing charges etc. will be paid within 30 days after receipt of the consignment at MACS-ARI, Pune in good condition and also the receipt of pre receipted bill in duplicate addressed to The Director, MACS-ARI, Pune, along with the relevant documents as proof for which payment has to be charged by the bidder. All the receipt should be provided in original including HAWB. The bill should be submitted within 15 days from the release of materials from customs.

h) The payment of custom duty will be reimbursed from MACS-ARI as follows:
   a) Custom Duty actual paid or as mentioned in Chapter 1 clause No. J will be reimbursed to the contractor by Wire Transfer within Seven (7) days from submission of Original, correctly calculated, Custom Duty paid receipts. OR
   b) MACS-ARI will pay Custom Duty by wire Transfer directly go Custom Authorities upon receipt of detail Custom Duty calculation. The bidder shall send email mentioning complete details of custom duty calculations (as per Annexure-I).
   c) If there is delay in filing of Bill of Entry attracting penalty charges as per Notification No. 26/2017-Customs (N.T) dated 31.03.2017 and/or ware house charges and/or wrong calculation of Custom Duty the penalty charges, warehouse charges/demurrage charges, excess amount of Custom Duty, if any, will be deducted from the payment due to bidder.

i) The payment of airfreight, Customs duty, clearing charges and transportation charges will not be made, if the consignment is found externally damaged condition/ short delivery. However, the payment will be released only after the amount recouped from the insurance company. It will be the responsibility of the bidder to provide the damage certificate/short delivery certificate to the Institute, in case of damage/short delivery of the consignment.

j) Bank Release Order (for consignments against irrevocable letter of credit & Sight Draft through Bank, Cash against Document Basis) will be delivered after its receipt from the bank. Custom clearance should be initiated without waiting for bank release order which generally takes time.
k) The Bidder must intimate MACS-ARI, Pune at least Five (5) working days in advance from the date of arrival of the consignment at Mumbai airport with copy of the house airway bill (HAWB) and number of master airway bill (MAWB) so that the MACS-ARI can prepare required documents for custom clearance and hand over to bidder’s representative in Pune in time. The Bidder 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 MACS-ARI, PUNE. The demurrage charges due to bidder’s negligence will be recovered from them. Similarly the bidder shall have to make good to MACS-ARI, PUNE any loss incurred due to negligence or failure on their part to take prompt action in finalization of the Bill of Entry and clearance of consignment. The bidder may be required to carry out or arrange to carry out the inspection of the ordered material at the country airport of shipment or suppliers premises on behalf of MACS-ARI, PUNE. If required in certain cases safe custody of the consignment cleared is the responsibility of the Bidder until it is delivered to MACS-ARI, PUNE and delivered to the concerned indentor. The unloading of the materials at MACS-ARI, PUNE will be the responsibility of the bidder. The Institute will pay the crane/forklift charges for unloading the heavy materials as per actual.

l) The bidder is also responsible for clearance of material shipped by Other Console (CIF/CIP & C&F) or Direct Purchase Order, if all relevant documents and intimation provided in advance to them by ARI, PUNE, then NO Demurrage will be paid in any condition. Bidder is fully responsible for proper monitoring of shipment from principle supplier and arrangement of Demurrage Free clearance of consignment including Direct Orders.

m) Bidder must ensure/check about the proper Insurance of the shipment before moving the consignment from the respective countries. In Export & Re-Import cases, bidder is fully responsible to take Insurance policy for consignment. The same will be reimbursed after producing the original policy document with premium paid receipt as per the rate agreed. If any loss occurred due to non insurance of the consignment during transit, then the total loss will be recovered from the bidder’s bills.

n) The consignment will be moved within seven (07) days of receiving of material from the foreign supplier/firm (For FOB/FCA/EX-WORK) and after clearance from airport/Sea Port should be delivered at MACS-ARI Pune maximum within a week (For FOB/FCA/EXWORK/CIF etc).

o) In case the cargo is received in shortage/damaged condition/short landing cargo, no payment shall be released to the bidder till MACS-ARI, PUNE receives the complete consignment/insurance claim. In all such cases the bidder is required to file “Shortage” or “Damage” or “Not Found” or “Not Traceable” notice with the Airport Authorities. Obtain necessary certificate, damage certificate from the Airlines / Sea liner and lodge necessary claim with the concerned authorities under intimation to MACS-ARI, PUNE. It will be the duty of the Bidder to follow up the matter with Insurance Company for claim settlement including damage certificate, surveyor inspection along with Institute representative, claim lodging and any necessary requirement.

p) At present, all our imports are partially customs duty free which are imported under Notification No. 51/96 dated 23.07.1996 against which duty exemption certificate will be provided by us against each import for custom clearance purpose on receipt of Cargo Arrival Notice from the bidder. The applicable custom duty is 5.15% only after duty exemption certificate in all shipment except 100% duty free items. The bidder will file Bill of Entry promptly under intimation to us. In case of any customs objection, the written communication must be sent to us without any delay. In no case full Custom Duty shall be paid by Bidder when Custom Duty Exemption Certificate is provided by the Institute.
q) We are Exempted from the payment of GST vide Govt. Notification No. 45/2017- Central Tax (Rate) dated 14/11/2017 & Govt. Notification No. 47/2017- Integrated Tax (Rate) dated 14.11.2017. Concessional Rate of GST as applicable to DSIR Registered Scientific Research Institute is applicable to MACS-ARI. Necessary GST exemption Certificate can be issued wherever applicable.

r) If any damages/pilferage/theft/shortage occurs during the transportation, loading and unloading under custody of bidder's freight forwarder/bidder's custody after taking delivery from IAAI, bidder firm will be responsible for the total losses and the same will be recovered from bidder.

s) In the event of damages/shortage/pilferage to the consignment, open delivery will be taken by us. If the same thing is found during the course of customs clearance the same must be got recorded on the Bill of entry. Copy of which will be provided to us by bidder firm.

t) Unloading and distribution of consignment at MACS-ARI, PUNE will be the bidders' responsibility. Only Insurance approved transporters i.e. the transporters that have documentations as per the approved norms of insurance company be engaged so that in case of any untoward incidence, filling of insurance claim becomes easy.

u) Any kind of loss or damage to the consignment from foreign airport to MACS-ARI, PUNE will be Bidder’s responsibility for recoupment. However necessary documents on this account (to be prepared by Bidder) will be signed by us in the capacity of consignee/importer.

v) Even in the case of any dispute, the consignment shall be cleared by the bidder and handed over to MACS-ARI, PUNE pending the settlement thereoff.

w) It will be the sole responsibility of the bidder to mention the correct classification code (i.e. HS code) of the product and if at any point it is detected that HS code is wrong, custom duty paid against the wrong code will be recovered from the bidder.

x) The Bidder should arrange for collection/delivery of documents on daily basis from Purchase Department, MACS-ARI, Pune.

y) SBI, TT selling rate or Customs/RBI exchange rate (Import) of foreign currency on the date of arrival in India will be applicable for the purpose of calculation of air freight charges and sea freight charges.

z) The Bidder should settle all the labour related matter with Mathadi Association

**aa) The bidder shall adhere to:**

i. The weight for the purpose of Airfreight will be the "Chargeable weight" of the consignment.

ii. The weight for the purpose of clearance from airport will be the "Gross weight" of the consignment or "volume Weight" of the consignment, whichever is higher.

iii. Proper dimensions should be mentioned in Air Way Bill in terms of cms / inches /odd dimensions etc. in import as well as export documents.
CHAPTER – 5

PRICE SCHEDULE

Schedule of Rates to be Charged for clearance & other services and
Discount on Air freight port of landing – Mumbai Airport.

Charges which are normally claimed and rates for which are sought to be quoted by the C&F Bidders are classified in five groups (A,B,C,D,E).

The comparison will be made on the basis of A, B and C (C1 +C2) Groups and the bid will be awarded based on economy (L1) of the total of A, B and C.

Each Bidder, depending upon his quoted rates will be given marks from 0-10 for each group.

For Group – A
Bidder giving maximum discount will be given maximum marks.

For Group – B & C

Bidder having lowest rate will be given maximum marks
Charges mentioned in Group B & C should not be "Zero".

Finally different weightage will be given to the marks obtained in each group to calculate the Total Score of each bidder:

<table>
<thead>
<tr>
<th>Group</th>
<th>Weightage</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>40</td>
</tr>
<tr>
<td>B</td>
<td>35</td>
</tr>
<tr>
<td>C1</td>
<td>15</td>
</tr>
<tr>
<td>C2</td>
<td>10</td>
</tr>
</tbody>
</table>

(Where A,B,C, are marks obtained in respective group) Bidder with maximum total score shall be selected

Note:
1. Discount / Concessions subject to any conditions imposed by the bidder will be rejected.
2. All pages of commercial Bid should be duly attested with the company seal by the bidder.
GROUP – A

DISCOUNTED RATES OF AIRFREIGHT FOR FORWARDING CASES (IMPORT & EXPORT)

**Discount offered on standard IATA rates**
(a single flat discount for each (Import & Export) category to be offered irrespective of weight slabs)

<table>
<thead>
<tr>
<th>Criteria for calculating marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flat Discount offered</td>
</tr>
</tbody>
</table>

**Note:**
1. Every six months, a copy of IATA rates will be required to be submitted by bidders. Most of our shipments are by air on FOB/FCA basis, therefore Terminal charges, Forwarder’s fee, Charges for loading to carrier in shipping country etc. will not be paid separately. If there is any shipment on Ex-works basis, charges in shipper country will be paid on actual basis on submission of supporting documents in original.

2. No other charges except freight, fuel & security surcharges will be paid on FOB/FCA consignment. Bidders may quote their discount adjusting other charges if any. Fuel & Security surcharges will be paid on actual basis as shown on MAWB. The signed copy of MAWB should be enclosed with the bills.

**Note:**
1. DO charges on other than bidder’s console consignments will be paid at actual on original receipt.
2. No DO charges will be paid for the consignments arrived under bidder’s consol.
3. TSP charges excluding demurrage charges will be paid on actual on submission of original receipt.
**Group- B**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Air Shipment</th>
<th>Sea Shipments</th>
<th>Post/Courier Shipments</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Agency Charges for Custom Clearance per consignment basis should be mentioned in % on Assessable value.</strong>&lt;br&gt; Inclusive of Following charges:&lt;br&gt; - Custom clearance charges,&lt;br&gt; - Opening/ Repacking ,strapping and Handling Custom Examination charges,&lt;br&gt; - EDI Charges if any&lt;br&gt; - CMC Charges and or BE printing&lt;br&gt; - Custom Inspection Charges,&lt;br&gt; - Delivery Order Fee (in case of shipment through other than contractor's consolidation)</td>
<td></td>
<td></td>
<td></td>
<td>Per Shipment</td>
</tr>
</tbody>
</table>

**Total Amount**

**For Commercial Bid Comparison**

<table>
<thead>
<tr>
<th>Below Charges as per actual</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Fork Lift, Crane Charges</td>
<td>Per Shipment</td>
</tr>
<tr>
<td>2 Dry Ice Charges</td>
<td>Per KG</td>
</tr>
<tr>
<td>3 Stamp Duty</td>
<td>Per BE</td>
</tr>
<tr>
<td>4 Custom Duty</td>
<td>Per Bill of Entry</td>
</tr>
<tr>
<td>5 Bond Formalities Charges, if any</td>
<td>Nil</td>
</tr>
<tr>
<td>6 GST</td>
<td>As applicable</td>
</tr>
<tr>
<td>7 * Loading / Unloading charges, Labor Charges (Per Labor charges for shipment more than 200 Kgs/ piece only)</td>
<td></td>
</tr>
</tbody>
</table>

* As per the statutory orders of Ministry for Labor & Employment OMs which are revised from time to time
**Group- C**

Transportation charges from Mumbai Air Cargo Office JNPT//Agency Warehouse to the campus at MACS-ARI Pune for both console and non-console shipments

**For-Import & Export –(Group C1)**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Weight (Kgs)</th>
<th>Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Personal delivery of small consignments</td>
<td>Depending on nos. of packages, gross weight and dimension appropriate vehicle should be selected</td>
<td>@ Rs.</td>
</tr>
<tr>
<td>2</td>
<td>Tempo Charges- Like TATA ACE(CHOTA HATHI)</td>
<td></td>
<td>@ Rs.</td>
</tr>
<tr>
<td>3</td>
<td>Per Truck (Medium Lorry like TATA -407)</td>
<td></td>
<td>@ Rs.</td>
</tr>
<tr>
<td>4</td>
<td>Per Truck (Big Lorry) upto 9 ton- like Ashok Leyland</td>
<td></td>
<td>@ Rs.</td>
</tr>
<tr>
<td></td>
<td>Total Amount for Bid Comparison</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**For – Import & Export – Perishable Shipments (Group –C2)**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Delivery of perishable consignments on next day basis (shipment should be kept under refrigerated facility)</td>
<td>@ Rs.</td>
</tr>
<tr>
<td>2</td>
<td>Delivery of perishable consignments on the same day after custom clearance (overnight delivery)</td>
<td>@ Rs</td>
</tr>
<tr>
<td></td>
<td>Total Amount for Bid Comparison</td>
<td>@ Rs.</td>
</tr>
</tbody>
</table>

**Note:**

1. After clearance of the Consignment from Airport/Seaport, it shall be the duty of the Bidder to bring the shipment to their warehouse or directly send to MACS-ARI, PUNE. No separate charges for internal transportation of the equipment at Mumbai shall be paid to bidder. Therefore, bidder should keep in mind this aspect while quoting the transportation charges from Mumbai to MACS-ARI, PUNE.

2. Any separate charges for CHA warehouse at New Mumbai will not be paid extra at any Circumstances.
## Group- D

### Air Export Charges

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Freight Charges</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Export Clearance Charges</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>CMC Charges</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>MAPL Charges</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Transportation Charges from Pune to Mumbai</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Opening / Repacking/ strapping charges</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Custom Inspection Charges/ Documentation</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Port Handling Charges</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Loading/Unloading Charges</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Agency &amp; Attendance charges</td>
<td></td>
</tr>
</tbody>
</table>

**Delivery Charges from Destination Airport to Consignee**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Handling</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Documentation</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Delivery Charges</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Terminal Charges</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Custom Clearance Charges</td>
<td></td>
</tr>
</tbody>
</table>

The particulars of charges shown above are only indicative. All the charges may not be applicable in all the cases. Similarly any applicable charges which is not covered above may be indicated in your bid.
**Group- E**

Import of Shipment by Sea Charges

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sea Freight Charges</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Charges Collect Fee</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Currency Adjustment Factor</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Delivery Order Fees/Charges</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Endorsement Charges</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Console Charges</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Documentation Charges</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Terminal Handling Charges</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>LCL Charges (Less than Container Load)</td>
<td></td>
</tr>
</tbody>
</table>

The particulars of charges shown above are only indicative. All the charges may not be applicable in all the cases. Similarly any applicable charges which are not covered above may be indicated in your bid.
Annexure-I

Details of Custom Duty Calculations need to be sent by email.

To,
Finance & Accounts Officer ARI

Sub:

1. Purchase order No & date : 
2. Airway Bill No and date : 
3. Chargeable weight of the consignment : 
4. Invoice Value : 
5. Freight Charges : 
6. Insurance Charges : 
7. Conversion Rate/ Exchange Rate (as per CBEC Notification) : 
8. Assessable Value : 
9. Custom Duty (@ 5.15%) : 

Send this email to accounts@aripune.org Addressed to Finance & Accounts officer.

Signature of CHA
CHAPTER- 6

UNDERTAKING BY THE TENDERER/BIDDER

1. WE AGREE TO SHIP THE CONSIGNMENT WITHIN SEVEN DAYS AFTER RECEIVING FROM THE PRINCIPLE SUPPLIER AND AFTER CLEARANCE FROM AIRPORT/SEAPORT IN INDIA. IT WILL BE DELIVERED TO THE PREMISES OF MACS-ARI, PUNE (WITHIN 2 WORKING DAYS AND WILL BE DISTRIBUTED TO CONCERNED INDENTOR IMMEDIATELY. IN CASE OF PERISHABLE ITEM, IT WILL BE DELIVERED WITHIN MINIMUM TIME WITH PROPER ARRANGEMENTS.

2. WE AGREE TO PAY CHARGES FOR LATE SUBMISSION OF THE BILL OF ENTRY AS PER GOVT. NOTIFICATION NO. 26/2017-CUSTOMS (N.T) DATED 31 MARCH 2017 ON IMPORT IN CASE OF SHIPMENT FORWARDED THROUGH OUR CONSOLE.

3. WE AGREE TO PAY THE CUSTOMS DUTY UPTO RS. FIVE LAC. FOR ALL CONSIGNMENTS AT THE TIME OF CLEARANCE FROM AIRPORT/SEAPORT AND ITS REIMBURSEMENT AGAINST PAID CHALLAN. WE SHALL SUBMIT ORIGINAL BILL ALONGWITH THE PAID CHALLANS FOR REIMBURSEMENT OF CUSTOMS DUTY SO PAID WITHIN SEVEN DAYS.

4. WE AGREE TO CONFIRM/CHECK REGARDING INSURANCE OF THE CONSIGNMENT BEFORE MOVING THE SAME FROM RESPECTIVE COUNTRY. IF ANY LOSS OCCURRED DUE TO NON INSURANCE, THE SAME WILL BE DEDUCTED FROM OUR BILLS. OR SECURITY DEPOSIT OR WE WILL PAY TO MACS-ARI WITHIN 30 DAYS FROM THE DATE OF RECEIPT OF CLAIM FROM MACS-ARI .

OR

IN SPECIAL CASE, UPON SPECIFIC REQUEST BY US MACS-ARI WILL PAY CUSTOM DUTY BY WIRE TRANSFER DIRECTLY TO CUSTOM AUTHORITIES UPON RECEIPT OF DETAIL CUSTOM DUTY CALCULATION FROM US BY EMAIL.

5. WE AGREE TO TAKE INSURANCE POLICY FOR ALL IMPORT /EXPORT /REIMPORT CONSIGNMENT PRIOR TO SHIPMENT.

6. WE WILL PROVIDE YOU NAME AND COMPLETE ADDRESS OF ALL ASSOCIATES LOCATED IN DIFFERENT COUNTRIES ALONGWITH CONTACT PERSON NAMES, TELEPHONE NO, FAX NO AND E-MAIL ADDRESS OF CONTACT PERSONS.

7. 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.

8. WE AGREE TO PROPERLY MONITOR & CLEAR THE CONSIGNMENT SHIPPED BY OTHER CONSOL AND DIRECT ORDERS WITHIN DEMMURAGE FREE PERIOD. IF THE INTIMATION AND DOCUMENTS RECEIVED IN ADVANCE, WE WILL NOT CLAIM ANY DEMURRAGE.

9. WE AGREE THAT A COPY OF HOUSE AIRWAY BILL AND MASTER AIRWAY BILL NUMBER AND DATE WILL BE INTIMATED TO THE INSTITUTE ATLEAST FIVE DAYS BEFORE ITS ARRIVAL AT THE MUMBAI AIRPORT FOR THE PURPOSE OF INSURANCE COVERAGE OF THE CONSIGNMENT.

10. WE AGREE THAT WE SHALL COLLECT NECESSARY DOCUMENTS (BRO, CATLOG, NOC, CDEC ETC.) REQUIRED FOR CLEARING OF CONSIGNMENTS BOTH FROM AIRPORT AND SEAPORT BY DEPUTING OUR REPRESENTATIVE AS AND WHEN REQUIRED. DELAY WILL BE ON OUR ACCOUNT.
11. WE ALSO AGREE TO OPEN AN OFFICE AT PUNE AND HELP THE INSTITUTE ON DAY TO DAY BASIS IN IMPORT AND EXPORT MATTERS WITHIN 30 DAYS OF OFFER LETTER OR BEFORE START OF WORK (WHICHEVER IS EARLIER).

12. WE AGREE THAT WE SHALL SUBMIT THE ORIGINAL HOUSE AIRWAY BILL, COPY OF MASTER AIRWAY BILL, CUSTOMS SIGNED INVOICE, BILL OF ENTRY IMPORTER'S COPY ALONGWITH THE CLEARING CHARGES BILLS WITHIN FIFTEEN DAYS OF CLAERNACE OF THE SHIPEMENT.

13. 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 ACCEPT THE T.T. SELLING RATE ISSUED BY THE STATE BANK OF INDIA, MAIN BRANCH, FOR THE PURPOSE OF CALCULATION OF AIRFREIGHT CHARGES OR CUSTOM RATE WITH DOCUMENTARY EVIDENCE.

15. WE AGREE TO THE PAYMENT TERMS AS MENTIONED IN THE TERMS AND CONDITIONS.

16. WE AGREE, IF MAWB, HAWB, LC NUMBER OR INVOICE DETAIL OF SHIPMENT WILL BE FOUND WRONG THEN IMMIDIATELY INTIMATE TO MACS-ARI, PUNE BY THE E-MAIL/PHONE/FAX WITH THE INTIMATION TO PRINCIPLE SUPPLIER FOR CORRECTION ETC, BEFORE FILING THE BILL OF ENTRY.

17. WE AGREE, IF CARGO IS RECEIVED IN DAMAGED CONDITION/SHORT LANDING CARGO, NO PAYMENT SHALL BE MADE TO AGENT/CHA TILL MACS-ARI, PUNE 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 MACS-ARI, PUNE.

18. WE AGREE, IF THE PACKET OF CONSIGNMENT FOUND EXTERNALLY DAMAGED AT THE AIRPORT/ SEAPORT THEN FIRST INFORM TO MACS-ARI, PUNE FOR INSURANCE SURVEY. IT WILL ALSO BE APPLICABLE TO THOSE CONSIGNMENT WHICH WILL COME THROUGH OTHER CONSOL ALSO.

19. DURING INLAND TRANSPORTATIONS ANY LOSS/DAMAGE IS THE SOLE RESPONSIBILITY OF CLEARING AGENT, IN THAT CASE WE SHALL PROVIDE LOSS/DAMAGE CERTIFICATE IMMEDIATELY AND FOLLOW UP THE INSURANCE CASES TILL GET REIMBURSED FROM INSURANCE COMPANY AND THEN WE SHALL SUBMIT THE CLEARANCE CHARGES BILL FOR PAYMENT.

20. WE SHALL SUBMIT PERFORMANCE BANK GUARANTEE FROM ANY NATIONLISED BANK OF RS.2,00,000/- VALID AT LEAST 38 MONTH FROM THE DATE OF CONTRACT PERIOD, IF THE CONTRACT IS AWARDED IN OUR FAVOUR.

21. WE AGREE THAT, WE WILL NOT DETAIN/WITHHELD ANY CONSIGNMENT OF MACS-ARI, PUNE BEFORE OR AFTER THE CLEARANCE UNDER ANY CIRCUMSTANCES.

22. WE SHALL SUBMIT BILLS WITHIN 15 DAYS OF CLEARANCE OF CONSIGNMENT WITH ALL RELEVANT & SUPPORTING DOCUMENTS.

23. WE HAVE NO OBJECTION, IF INSTITUTE APPOINT SOME OTHER CLEARING AGENT DURING THIS CONTRACT FOR SMOOTH WORKING/FUNCTIONING.

24. WE ACCEPT ALL THE TERMS & CONDITIONS OF YOUR TENDER DOCUMENTS.

NAME: SIGNATURE WITH DATE AND DATE: RUBBER SEAL OF THE TENDERER
Chapter 7

BID SECURITY FORM

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

KNOW ALL PEOPLE by these presents that WE ………………………………… (name of the bank) of ………………………………… (name of country), having our registered office at ………………………………… (name of bank) (hereinafter called “the Bank”), are bound unto ………………………………………. (name of Purchaser) (hereinafter called “the Purchaser”) in the sum of ………………………………………. for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ……………………….. day of ……………………….. 20 ………………………..

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
   a) fails or refuses to execute the Contract Form if required; or
   b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or condition.

This guarantee shall remain in force up to and including sixty (60) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

………………………………..

* Name of Bidder (Signature of the Bank)
**CHAPTER 8**

**CHECKLIST**

Bidders to indicate whether the following are enclosed by striking out the non-relevant option

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Two separate bids duly filled in and signed in sealed envelopes (i) Technical (ii) Commercial</td>
<td>(Yes/No)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>The Demand Draft/BG for Rs. 50,000/- toward Earnest Money Deposit</td>
<td>(Yes/No)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>All the Documentary proof as asked in eligibility criteria</td>
<td>(Yes/No)</td>
<td></td>
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<tr>
<td>4</td>
<td>Undertaking that the successful bidder agrees to give a Rs. 2,00,000/- security deposit</td>
<td>(Yes/No)</td>
<td></td>
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<tr>
<td>5</td>
<td>Solvency certificate (not older than twelve months for Rs. Ten Lakhs ) issued by Nationalized Bank with which bidder holds the current account</td>
<td>(Yes/No)</td>
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<td>6</td>
<td>Undertaking – As per Chapter-7</td>
<td>(Yes/No)</td>
<td></td>
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<tr>
<td>7</td>
<td>A copy of the Price Bid</td>
<td>(Yes/No)</td>
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AGREEMENT FOR CARGO CONSOLIDATION AND CUSTOM CLEARING AGENT

Agreement made this __ day of 2018 BETWEEN Maharashtra Association For The Cultivation of Science’s Agharkar Research Institute having its registered office at G.G. Agarkar Road Pune – 411 004, hereinafter referred to as “MACS-ARI” which expression shall whenever the context so required as admits, mean and include its successors and assigns on one part and M/s -------- incorporated under the companies act having its branch office at (hereinafter referred to as ‘Agent’) which expression shall whenever to context so required or admits, mean and included its successors and assigns on the other parts.

Witness as follows:

WHEREAS MACS-ARI imports various kind of goods by Air/Sea for their laboratory from various countries and are in need of an agency to arrange collection from various overseas vendors suppliers and forwarding by air / sea / post parcel / courier through consolidation wherever possible (including dangerous goods / perishable goods) and arrange customs clearance at Mumbai Airport Sea port / Foreign post and delivery to MACS-ARI.

AND WHEREAS the Agent and their foreign associates as listed in the schedule, are approved agents of IATA and are recognized by various airlines as cargo Agents.

AND WHEREAS the Agent and their overseas associates are carrying on business as air freight forwarding Agents all over the world and whereas the Agent and their overseas associates have offered to render the required services to MACS-ARI.

AND WHEREAS the Agent has offered to render the required services to MACS-ARI in respect of all its imports and exports (if any).

NOW THIS AGREEMENT witnesses as under:

1 The duration of this agreement shall be 12 months deemed to be commencing on and from the ----------- and automatically ending on the ----------- without the necessity of serving notice of termination.

2 The contract shall be for 12 months starting from the ----------- which may be further extended for a period of 12 months, subject to the services being found satisfactory by MACS-ARI.

3 This agreement is executed on the specific understanding that the Agent shall solely responsible for rendering services as agreed upon in this agreement. However, in case of any changes in overseas associates of M/s-------- (Agent) the same shall be advised to MACS-ARI immediately, after making the change with full particulars.

4 During the continuance, the Agent shall render the following services to MACS-ARI.

4.1 Customs clearance of imported consignments from Indian Airport Authority of India (IAAI)/ Inland Container Depot (ICD) / Foreign Post & Courier, Mumbai any other Indian Airport/Sea port.

4.1.1 The clearance of precious and delicate type of equipments, instruments spares, accessories and other special type of materials, including perishable chemicals, live animals, Biological samples, Enzymes, cultures etc.

4.1.2 Receipt of documents relating to custom from MACS-ARI, Pune 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 are short delivered by Indian Airport Authority of India (IAAI), or airlines and lodging of claims with them immediately on behalf of MACS-ARI Pune.

c) Arranging insurance survey at airport/IAAI in case of damages to the consignment and get the damage certificate.

d) Immediate Dispatch/delivery of consignment to MACS-ARI, Pune 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.

4.1.3 Any other job in connection with the clearance of goods from Customs.

4.1.4 Clearance and intimation of Post Parcels from Customs/Foreign Post Office, Mumbai & delivery to MACS-ARI, Pune.

4.1.5 Clearance of sea shipment from any port of the India and delivery of consignment at MACS-ARI, Pune after custom clearance.

4.1.6 Follow-up of cases of recovery of any excess duty paid to customs.

4.1.7 To provide the damage certificate to the Institute for insurance claim, in case of damage consignment.

4.1.8 Clearance for consignment arrived through courier/cargo mode.

4.1.9 Clearance of any free samples that may come for R&D purpose.

4.1.10 Arrangement of Dry Ice, its replacement in case of Perishable goods shipment. Faster custom clearance and safe delivery to MACS-ARI Pune.

4.2 Consolidation of the consignments being imported from across the world.

4.2.1 Complete monitoring and supervision of the movement from the date of order/letter of credit and regular feedback on the progress of order to MACS-ARI. 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, penalty, late Filing of BE charges (vide Notification No. 26/2017-Customs (N.T) dated 31.03.2017) etc. shall be recovered from the bill. MACS-ARI shall not be liable to pay any amount on account of demurrage charges, if intimation & documents received in advance by Agent.

4.2.2 To provide timely information (pre-alert) regarding dispatches and other relevant information to MACS-ARI.

4.2.3 To facilitate specialized packing for all kinds of materials as per the International Air Transport Association (IATA) specifications and international packing standards.

4.2.4 Clearance & transportation of special projects materials voluminous and heavy packages, dangerous and hazardous materials including radioactive materials, live animals, cultures, Biological samples, Enzymes on priority basis.

4.2.5 Prompt communication through telephone, e-mail, etc., to ensure quick clearance.

4.2.6 Any other services needed regarding consolidation from time to time.
4.2.7 If any nearby International airport agent’s associates are not available, then the Agent will be responsible for making arrangements for smooth shipment (for EXWORK/FOB/FCA) from any country to Indian Airport/Seaport, for that Agent will not claim any extra charges.

4.2.8 Complete procedure of ATA carnet as and when required by MACS-ARI, Pune

4.2.9 To arrange transit Insurance for all Ex-works/FOB/FCA shipments on warehouse to warehouse i.e. up to MACS-ARI, Pune (Marine Insurance covering all risks, institute cargo clause (FPA/WA all risks) and perils as per institutes SRCC clause, war risk as institute clause. The Rate of Insurance on basis of (CIF + 10% +duty) value as provided by Agent. The original Insurance Policy, Cover Note, should be in the name of MACS-ARI & to be submitted to MACS-ARI along with your invoice. In case of any MACS-ARI’s shipment/consignment arrives at any port of destination and or at MACS-ARI, Pune without insurance & found in damaged condition, the agent will reimburse all the expenditure (Including cost of goods, air freight, custom duty, customs clearing charges and any other expenditure related to the consignment) to MACS-ARI within thirty days from the date of written claim made by MACS-ARI & make the losses good.

4.3 Exports to various countries:-

4.3.1 Export of certain items for repairs, which will be re-imported after repairs.
4.3.2 Export of equipments for replacement and completion of their paper work.
4.3.3 Export of R&D samples to a designated agency/firm.
4.3.4 All procedural formalities with customs will be required to be done by the Agent. The Agent should take care of the paper work of the export documents for repair or replacement materials on priority basis.

4.4.1 The Agent will provide refrigerated containers to bring perishable consignment from Mumbai to MACS-ARI, Pune or other designated place specified.

4.4.2 The Agent will provide the facility for storing the consignment including that of perishable which could not be transported to MACS-ARI as soon as the custom clearance is done. In case the item has to be kept in cold storage and/or refrigerated environment, such facility should be provided/arranged including dry ice filling wherever it is required.

4.4.3 The consignment after clearance from airport/seaport should be delivered at MACS-ARI, Pune, within two working days. In case of 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 and/or dry ice during clearance & transportation up to MACS-ARI, Agent shall be held responsible for the complete loss.

4.4.4 On the receipt of consignment, the Agent 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).

4.4.5 Agent will 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 events of non-availability of invoice or other relevant papers if consignments incur demurrage or penalty, the Agent/consolidator shall be solely responsible.
4.4.6 Pre-shipment advises must be intimated at least Five (5) working days in advance. The Agent has to submit invariably statement / update status of shipments arrival/proposed shipment on daily basis to MACS-ARI through e-mail. Also Agent should give the detailed prior information of the materials to be shifted from Mumbai to MACS-ARI, Pune by e-mail and fax so that Inspection Report should be prepared and unloading arrangement should be made in advance, if any. MACS-ARI shall not bear/pay any demurrage charges on account of any delay in clearance attributable to clearing agent or their freight forwarder or any other personnel/party.

4.4.7 Agent has to pay all the clearing charges of the consignment including customs duty if paid by Agent up to Five Lac. Airfreight/Sea-freight charges and clearing charges etc. and will be paid within 30 days after original receipt of the consignment at MACS-ARI Pune in good condition and also the receipt of pre receipted bill in duplicate addressed to The Director MACS-ARI, along with the relevant documents as proof for which payment has to be charged by the Agent. All the receipts should be provided in original including HAWB. The bill should be submitted within 15 days from the release of materials from customs.

4.4.8 If the consignment is found externally damaged condition/ short delivery, the payment of airfreight, customs duty, clearing charges and transportation charges will not be made to the Agent. However, the payment will be released only after the amount recouped from the insurance company. It will be the responsibility of the Agent to provide the damage certificate/short delivery certificate to ARI, in case of damage/short delivery of the consignment.

4.4.9 Bank Release Order (for consignments against irrevocable letter of credit, Sight Draft through Bank/ Cash against document basis) will be delivered after its receipt from the bank. Customs clearance should be initiated without waiting for bank release order which generally takes time.

4.4.10 The Agent must intimate MACS-ARI at least Five (5) working days well in advance from the date of arrival of the consignment at Mumbai airport with the house airway bill (HAWB) and master airway bill (MAWB) numbers so that the required documents of custom clearance and it will be hand over to bidder's representative. The Agent 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 MACS-ARI. The demurrage charges due to agent's negligence will be recovered from them. Similarly the agent shall have to make good to MACS-ARI any loss incurred due to negligence or failure on their part to take 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 orders material at the country airport of shipment or suppliers premises on behalf of MACS-ARI. If required, in certain cases safe custody of the consignment cleared is the responsibility of the Agent until it is delivered to MACS-ARI and delivered to the concerned indenter. The unloading of the materials at MACS-ARI will be the responsibility of the Agent. MACS-ARI will pay the crane/forklift charges for unloading the heavy materials on actual basis.

4.4.11 The Agent is also responsible for clearance of material shipped by other console (CIF/CIP & C&F) or Direct Purchase Order. If all relevant documents and intimation provided in advance to them by MACS-ARI, then No Demurrage will be paid in any condition. Agent is fully responsible for proper monitoring of shipment from principle supplier and arrangement of Demurrage Free clearance of consignment come from other console including Direct Orders.
4.4.12 The Agent must arrange, ensure/check about the proper Insurance of the shipment before moving the consignment from the respective countries. In Import, Export & Re-Import cases, Agent is fully responsible to take Insurance policy for the consignment. The same will be reimbursed after producing the original policy document with premium paid receipt as per the rate agreed. If any loss occurred due to non insurance of the consignment during transit, then the total loss will be recovered from the Agent’s bills.

4.4.13 Agent shall make good to MACS-ARI, any loss incurred due to negligence/ failure on his part to take prompt action in finalization of Bill of Entry and clearance of consignment within stipulated period, losses to MACS-ARI will be recovered from the agent from his bills.

4.4.14 The consignment will be moved within seven (07) days of receiving of material from the foreign supplier/ firm (For FOB/FCA/EX-WORK) and after clearance from airport/ Sea Port should be delivered at MACS-ARI within a week (For FOB/FCA/EX-WORK/CIF etc).

4.4.15 In case the cargo is received in shortage/damaged condition/short landing cargo, no payment shall be released to the agent till MACS-ARI receives the complete consignment/insurance claim. In all such cases the agent is required to file “Shortage” or “Damage” or “Not Found” or “Not Traceable” notice with the Airport Authorities. Obtain necessary certificate, damage certificate from the Airlines / Sea liner and lodge necessary claim with the concerned authorities under intimation to MACS-ARI. It will be the duty of the Agent to follow up the matter with Insurance Company for claim settlement including damage certificate, surveyor inspection along with Institute representative, claim lodging and any necessary requirement.

4.4.16 At present all our imports are partially customs duty free which are imported under Notification No. 51/96 dated 23.07.1996 against which duty exemption certificate will be provided by us against each import for custom clearance purpose on receipt of Cargo Arrival Notice from the agent. The applicable custom duty as applicable (presently it is 5.15%) only after duty exemption certificate in all shipment except 100% duty free items. The agent will file Bill of Entry immediately 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 us without any delay. In no case full Custom Duty shall be paid by the Agent when Custom Duty Exemption Certificate is provided by MACS-ARI.

4.4.17 MACS- MACS-ARI Exempted from the payment of GST vide Govt. Notification No. 45/2017- Central Tax (Rate) dated 14/11/2017 & Govt. Notification No. 47/2017-Integrated Tax (Rate) dated 14.11.2017. Concessional Rate of GST as applicable to DSIR Registered Scientific Research Institute is applicable to MACS- MACS-ARI. Necessary GST exemption Certificate can be issued wherever applicable.

4.4.18 If any damages/pilferage/theft/shortage occurs during the transportation, loading and unloading under custody of your freight forwarder/your custody after taking delivery from IAAI, Agent will be responsible for the total losses and the same will be recovered from the Agent.

4.4.19 In the event of damages/ shortage/ pilferage to the consignment, open delivery will be taken by MACS-ARI. If the same thing is found during the course of customs clearance the same must be got recorded on the Bill of entry. Copy of which will be provided to MACS-ARI by the Agent.

4.4.20 Unloading and distribution of consignment at MACS-ARI will be the Agent’s responsibility. Only Insurance approved transporters i.e. the transporters that have documentation as per the approved norms of insurance company be engaged so that in case of any untoward incidence, filling of insurance claim becomes easy.
4.4.21 Any kind of loss or damage to the consignment from foreign airport to MACS-ARI will be Agent’s responsibility for recoupment. However necessary documents on this account (to be prepared by Agent) will be signed by us in the capacity of consignee/importer.

4.4.22 Even in the case of any dispute the consignment shall be cleared by the agent and handed over to MACS-ARI pending the settlement thereof.

4.4.23 It will be the sole responsibility of the Agent to mention the correct classification code (i.e. HS code) of the product. If at any point it is detected that HS code is wrong and customs duty paid against the wrong code will be recovered from the clearing agent.

4.4.24 The Agent should arrange for collection/delivery of documents on daily basis from MACS-ARI, Purchase Department.

4.4.25 State Bank of India’s, TT selling rate or Customs/RBI exchange rate (Import) of foreign currency on the date of arrival in India will be applicable for the purpose of calculation of air freight charges and sea freight charges.

4.4.26 The Agent should settle all the labour related matter with Mathaddi Association any other party associated with and MACS-ARI is not responsible for any dispute arising out of it.

4.4.27 Agent is responsible for all risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the contract.

4.4.28 During continuance of the contract, the Agent shall abide at all times by all existing labour enactment and rules made there under, regulations, notifications and bye laws of the Central Government or / and any other labour law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law or any other legislation in future by the Central Government.

4.4.29 The Agent will have to comply with all the provisions and requirement of the statutory regulations like Contract Labour (Regulation and Abolition) Act, 1970, Employees Provident Fund and Miscellaneous Provisions Act, Minimum Wages Act, and/or any other such statutory requirements provided under any Act or Rule of Union of India.

4.5 The Agent shall adhere to:

4.5.1 The weight for the purpose of Airfreight will be the “chargeable weight” of the consignment.

4.5.2 The weight for the purpose of clearance from airport will be the “Gross weight” of the consignment or “Volume Weight” of the consignment, whichever is higher.

4.5.3 Proper dimensions should be mentioned in Air Way Bill in terms of Cms / Inches/ odd dimension etc. in import as well as export documents.

4.6 For rendering all the various services as stated above, the rates agreed as per Chapter 5' are applicable.
5 Custom Duty & Refund Claim
The payment of custom duty will be reimbursed from MACS-ARI as follows:

a) Custom Duty up to Rs. Five Lac (5.00 lac) will be reimbursed by Wire Transfer within Seven (7) days from submission of Original Custom Duty paid receipts. OR

b) MACS-ARI will pay Custom Duty by wire Transfer directly to Custom Authorities upon receipt of detail Custom Duty calculation. The bidder shall send email mentioning complete details of custom duty calculations (as per Annexure-I).

c) If there is delay in filing of Bill of Entry attracting penalty charges as per Notification No. 26/2017-Customs (N.T) dated 31.03.2017 and/or ware house charges and/or wrong calculation of Custom Duty the penalty charges, warehouse charges/demurrage charges, excess amount of Custom Duty, if any, will be deducted from the payment due to bidder.

6 Force Majeure
5.1 None of the parties hereto, shall be liable for damages or shall have the right to cancel and terminate the agreement for any delay or default of the other party, in performing its obligations hereunder. If such delay or default is caused by conditions beyond its control including, but not limited to government restrictions, continuing domestic or international problems such as, war or destructions, nuclear holocaust, strikes, lockouts, fires, floods, work stoppages, embargoes etc. or other acts of God provided however, that either of the parties thereto shall have the right to terminate this agreement upon two months written notice to the other, if the other party is unable to carry out obligations hereunder due to any of the causes beyond its control as above and such inability continues for a period of 6 months.

6 Termination
6.1.1. Notwithstanding anything herein contained in this agreement shall terminate.

6.1.2 When the Agent fails to perform and render the services, which Agent is obliged to perform or render hereunder.

6.1.3 If any time during the time of agreement, either of the parties hereto fails to perform, the other party shall have the right to give a written notice to such party, setting forth the breach of obligations under this agreement complained of and unless within 30 days after giving such notice, the breach has not been remedied, the party giving such notice may give, further written notice to the other party of termination of this agreement up to a date specified in such further notice which shall not be less than 15 days, from the date of such further notice. In the events of such further notice being given, agreement shall terminate and the rights of the parties hereunder shall cease upon the date so specified in such further notice.

7 Settlement of Accounts
Upon the termination of this agreement for any cause whatsoever, all accounts due and owing as between the parties shall become due and be paid within Thirty (30) days from the date of termination of this agreement.

8 Secrecy
It is agreed that, all oral or written advices and materials made available by MACS-ARI to the Agent in pursuance of the services to be rendered hereunder are strictly confidential in nature and shall not be disclosed by Agent or any of his staff without written permission of MACS-ARI during and after the terms of this agreement.
9. MACS-ARI can terminate the contract with one-month notice in case the services are not found satisfactory or otherwise. In such a case, MACS-ARI will pay on actual work basis for the duration for which the services were used in question. Similarly the Agent may also terminate the agreement by giving one-month notice. However, on specific request of MACS-ARI, the Agent will continue to provide the service for one more month but not exceeding two months in total.

10. The Agent shall within 10 (ten) days of receipt of intimation of acceptance of this tender deposit security deposit of Rs. 2,00,000/- by means of Bank Guarantee from Nationalized Bank only valid for more than 38 months of contract period. Security deposit will be returned after one month of the successful completion of the contract as certified by the competent authority of MACS-ARI and after deducting the dues, if any, payable to the MACS-ARI. In the event of any breach of any terms and conditions of the contract, the contract will be terminated and security deposit shall be forfeited. In other words, MACS-ARI would revoke the bank guarantee and proceeds so obtained would be considered towards security deposit forfeiture account.

11. TDS and any other Government levies applicable on bills as per Government instructions/notifications issued from time to time shall be deducted from Agent’s bills.

12. Arbitration
   In the event of any question, dispute or difference arising under this agreement or in connection there with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to an arbitrator be appointed by the Director, MACS-ARI and the decision of the Arbitration will be binding on both parties of this agreement.

13. In respect of all disputed differences whatsoever arises between MACS-ARI and the Agent or relating to the construction meaning and operation of effect of this contract or the breach thereof, the same shall be settled into the court of Law of Honourable Justice at Pune.

14. It is agreed and declared by and between the parties hereto that so far it concerns the jurisdiction of any court in enforcing any of the rights or remedies of the parties hereto against each other or one another, a court in the city of Pune alone shall have jurisdiction to the exclusion of all other courts in any place in the Union of India so that none of the parties hereto shall be entitled to any proceedings whatsoever in respect of any matters touching or relating to or in connection with or arising under agreement and the terms and conditions thereof in any court except the court or courts having jurisdiction in the city of Pune.
15. The Other Terms & Condition would remain same as per tender document enquiry No. 20/2018-19/LTI/CHA/RC

Signature of Contractor

Witnesses:

1. Signature:  
Name:  
Address:  

2. Signature:  
Name:  
Address:  

In witness whereof the parties hereto have executed this agreement in the presence of the witnesses hereunder at Pune.

For Agharkar Research Institute and  

Witnesses:  
Signature:  
Name:  
Address:  

For  

Witnesses:  
Signature:  
Name:  
Address:
IMPORTANT NOTICE
TENDERERS RESPONDING TO THIS ENQUIRY SHALL BE DEEMED TO BE AGREEABLE TO THE TERMS AND CONDITIONS HEREIN CONTAINED. THESE TERMS AND CONDITIONS SHALL BE BINDING ON THE SUCCESSFUL TENDERER. CONDITIONAL TENDERS ARE LIABLE TO BE REJECTED. MACS-ARI PUNE WILL PROCESS THE TENDER AS PER MACS-ARI PUNE STANDARD PROCEDURES. THE DIRECTOR OF THE INSTITUTE RESERVES THE RIGHT TO REJECT ANY OR ALL OR PART OF TENDER WITHOUT ASSIGNING ANY REASON AND SHALL ALSO NOT BE BOUND TO ACCEPT THE LOWEST TENDER.

I agree to all terms and conditions mentioned in the tender document of the Institute

Signature of the Tenderer