

**DREDGING CORPORATION OF INDIA LIMITED**

(A Government of India Undertaking)

MATERIALS DEPARTMENT::VISAKHAPATNAM

CORRIGENDUM

Organisation Chain :	Ministry of Shipping Dredging Corporation of India Limited
Tender Id :	DCI/MAT/RC/AIR CONSOLE/2018-19
Tender Reference Number :	DCI/MAT/RC/AIR CONSOLE/2018-19
Tender Title :	RATE CONTRACT FOR AIR CARGO CONSOLIDATION ON SINGLE YEAR RATE CONTRACT BASIS EXTENDABLE FOR ONE MORE YEAR
Corrigendum Type :	Other

Corrigendum for amendment of as mentioned below to be read/followed in BOQ/NIT/TPS (as applicable):

- I. NIT s.no. 2 submit the tender duly accompanied by a crossed demand draft may be read as NEFT /RTGS.
- II. Section III Bid data sheet ITB 11.2 S.No.6 demand draft may be read as NEFT /RTGS.
- III. 4. Qualification requirements S.No. 6 demand draft may be read as NEFT /RTGS.
- IV. Section III Bid data sheet ITB 11.2 S.No.7 Bank Guarantee or an irrevocable letter of credit may be read as Bank Guarantee or NEFT/RTGS.
- V. Section IV General conditions of contract 6.3 Bank guarantee or irrevocable Letter of Credit may be read as Bank guarantee or NEFT/RTGS.
- VI. 4. Qualification requirements S.No. 7 Bank guarantee or irrevocable Letter of of Credit may be read as Bank guarantee or NEFT/RTGS

Yours Faithfully
For Dredging Corporation of India Limited

DREDGING CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
MATERIALS DEPARTMENT, DREDGE HOUSE
PORT AREA, VISAKHAPATNAM-530035

Ref: DCI/MAT/RC/AIR CONSOLE/ 2018-19

DATE: 07.08.2018

NOTICE INVITING TENDER FOR IMPORT AIR CARGO CONSOLIDATION

1. WE INTEND TO ENTER INTO A RATE CONTRACT FOR AIR CARGO CONSOLIDATION FROM HOLLAND, GERMANY, SINGAPORE, DENMARK, SWEDEN, UK AND SWITZERLAND TO CHENNAI (INDIA) ON BEHALF OF DCI LTD, FOR A PERIOD OF ONE YEAR EXTENDABLE TO 2nd YEAR ON SAME RATES, TERMS AND CONDITIONS. THE APPROXIMATE EXPENDITURE IS **Rs.96.00 Lakhs** FOR TWO YEARS.
2. INTERESTED PARTIES WHO ARE IN LINE OF EXPERIENCE FOR A MINIMUM PERIOD OF TWO YEARS IN HANDLING AIR CARGO CONSOLIDATION SHIPMENTS REGISTERED WITH CUSTOMS AND IATA APPROVED AGENT AND HAVING ANNUAL TURNOVER NOT LESS THAN **Rs.48.00 Lakhs** CAN DOWNLOAD THE TENDER DOCUMENTS FROM OUR WEBSITE : www.dredge-india.com & www.tenders.gov.in AND SUBMIT THE TENDER DULY ACCOMPANIED BY A CROSSED DEMAND DRAFT FOR **Rs.1180.00** (RUPEES ONE THOUSAND ONE HUNDRED AND EIGHTY ONLY) (NON-REFUNDABLE) TOWARDS COST OF TENDER DOCUMENTS INCLUDING TAX & **RS.48,000.00** (RUPESS FORTY EIGHT THOUSAND ONLY) (REFUNDABLE) TOWARDS EMD EITHER BY NEFT OR BANK GUARANTEE BOND EXECUTED ON ANY SCHEDULED BANK IN FAVOUR OF "DREDGING CORPORATION OF INDIA LIMITED " PAYABLE AT VISAKHAPATNAM ALONG WITH REQUISITE DOCUMENTS.
3. LAST DATE FOR SUBMISSION OF THE FILLED IN TENDERS IS ON **06.09.2018** AT 15.00Hrs. AND WILL BE OPENED ON THE SAME DAY AT 15.30 Hrs.
4. THE CORPORATION RESERVES THE RIGHT TO ACCEPT OR DECLINE TO ACCEPT THE TENDER FROM ANY PARTY/TENDERER AT ITS SOLE DISCRETION AND NO CORRESPONDENCE WILL BE ENTERTAINED IN THIS RESPECT.

GENERAL MANAGER (MATERIALS)

SECTION-I
INVITATION FOR BIDS
(IFB)

DREDGING CORPORATION OF INDIA LIMITED

BID FOR CONSOLIDATION AIR FREIGHT CHARGES FOR AIR CONSIGNMENTS FROM HOLLAND/GERMANY/SINGAPORE/DENMARK/SWEDEN/UK/SWITZERLAND TO CHENNAI ON BEHALF OF DCI LTD, ON SINGLE YEAR RATE CONTRACT BASIS.

1. The Dredging Corporation of India invites sealed bids in Two Cover System (Techno-Commercial Bid (Envelope A) and Price Bid (Envelope B)) from eligible bidders for AIR CARGO CONSOLIDATED for Air lifting of Consignments from Holland / Germany / Singapore / Denmark / Sweden / UK / Switzerland to Chennai(India) on behalf of DCI Ltd at either the places above in India.
2. Interested eligible Bidders may obtain further information at the office of :

The GENERAL MANAGER (MATERIALS)

Dredging Corporation of India Ltd.,

Materials Department, 3rd Floor,

Dredge House, Port Area,

Visakhapatnam – 530 035.

Telephone: 0891-2871274

: 0891- 2871312 GM (MATLS)

: 0891- 2871330 DGM (MATLS)

Telefax : 0891-2565920/2560581

E-mail : vkpraviraj@dcil.co.in GM (MATLS) and

durgaprasad@dcil.co.in DGM (MATLS)

3. The Applicants who are eligible and wish to download the Tender Document from the website address www.dredge-india.com & www.tenders.gov.co.in may do so and **Rs1180.00** (Rupees One Thousand One hundred and Eighty only) inclusive of taxes@18% towards the cost of Tender Documents (Non-refundable) can be paid by way of RTGS/NEFT in favour of the Dredging Corporation of India Ltd., payable

TENDER DOCUMENT

at Visakhapatnam at the time of submitting the tender along with required documents. The downloading of tender documents shall be carried out strictly as provided on the website. No editing, addition, deletion of matter shall be permitted. If such action is observed at any stage, such tenders are liable for outright rejection.

4. All bids must be accompanied by Earnest Money Deposit (EMD) of **Rs.48,000.00** (Rupees Forty Eight Thousand only) by NEFT or Bank Guarantee Bond executed on any scheduled bank in favor of “ Dredging Corporation Of India Limited” payable at Visakhapatnam and must be delivered to the above office on or before **1500 Hrs. on 06.09.2018.**
5. Techno-Commercial Bids (Envelope A) will be opened in the presence of Bidder’s representatives who choose to attend at **1530 Hours** on the same day on 06.09.2018 at the Offices of Dredging corporation of India Ltd., Tender Opening Room, Ground Floor, Dredge House, Port Area, Visakhapatnam-530 035.
6. After examining the responsiveness of the Techno-Commercial Bids(Envelope A), the Price Bids(Envelope B) of the qualified bids will only be opened. The Price Bids of the non-responsive bids will be returned un-opened to the bidders.

SECTION II
INSTRUCTIONS TO BIDDERS
(ITB)

A. Introduction

1. Eligible Bidders

- 1.1 This Invitation for Bids is open to all Air Cargo Consolidation Agents (Freight Forwarders) who satisfy the conditions stipulated in the bid document.
- 1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Dredging Corporation of India Ltd (DCIL) to provide consulting services for the preparation of the design, specifications and other documents to be used for the services under this Invitation for Bids.
- 1.3 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the DCI.
- 1.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with ITB Clause 32.

2. Cost of Bidding

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and DCI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

3. Content of Bidding Documents

3.1 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids (IFB), the Bidding Documents include:

- a) Instructions to Bidders (ITB)
- b) Bid Data Sheet (BDS)
- c) General Conditions of Contract (GCC)
- d) Special Conditions of Contract (SCC)
- e) Schedule of Requirements
- f) Technical Specifications
- g) Bid Form and Price Schedules
- h) Earnest Money Deposit Form
- i) Contract Form
- j) Performance Security Form
- k) Qualification Requirement

3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

4. Clarification of Bidding Documents

4.1 A prospective Bidder requiring any clarification of the bidding documents may notify the DCI in writing or by fax/mail at the DCI's address indicated in the **Bid Data Sheet**. DCI will respond in writing to any request for clarification of

the bidding documents which it receives no later than Seven (07) days prior to the deadline for the submission of bids prescribed in ITB Clause 17.1. Written copies of DCI's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

5. Amendment of Bidding Documents

- 5.1 At any time prior to the deadline for submission of bids, the DCI may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder, modify the Bidding Documents by amendment.
- 5.2 The amendment will be notified in writing or by mail / fax to all prospective Bidders which have received the Bidding Documents and will be binding on them.
- 5.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the DCI may, at its discretion, extend the deadline for the submission of bids.

C. Preparation of Bids

6. Language of Bid

- 6.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the DCI, shall be in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for the purposes of interpretation of the Bid, the translation shall govern.

6.2 Authority of Person Signing the Bid:

Dredging Corporation of India

If the Bid is submitted by a firm/Agent in partnership it shall be signed by all partners of the firm or by a partner holding the power of Attorney for the firm and a certified copy of Power of Attorney shall accompany the Bid. If the Bid is submitted by a limited Company it shall be signed by a duly authorized person holding the Power of Attorney for signing the bid in which case a certified copy of the Power of Attorney shall accompany the Bid.

7. Documents Comprising the Bid

7.1 The “Techno Commercial Bid” (Envelope A) prepared by the Bidder shall comprise the following components:

- (a) A Bid Form and a Price Schedule, Section-VIII, Form-I (**Rates not to be indicated**) completed in accordance with ITB Clauses 8, 9 and 10;
- (b) Documentary evidence established in accordance that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted
- (c) Earnest Money Deposit furnished in accordance with ITB Clause 13.

7.2 “Price Bid” (Envelope B) shall consists of - Section VIII Form 1 – Bid Form and Price Schedule for the destinations to be submitted duly filled in.

8. Bid Form

8.1 The Bidder shall complete the Bid Form and the Price Schedule of Section-VIII furnished in the Bidding Documents., including for the services to be provided, a brief description of the services. The Price Schedule in the Techno-Commercial Bid (Envelope A) will **not be filled in**.

9. Bid Prices

9.1 The Bidder shall indicate in the Price Schedule (Envelope B), the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

9.2 Prices quoted by the Bidder shall be fixed, during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to ITB Clause 22.

10. Bid Currencies

10.1 Prices shall be quoted in respective currencies as per price schedule. However, all payments will be made in Indian Rupees only.

11. Documents Establishing Bidder's Eligibility and Qualifications

11.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the Bidders eligibility to bid and its qualifications to perform the contract if its bid is accepted.

11.2 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted shall establish to the DCI's satisfaction:

- a) That the Bidder has the financial, technical and production capability necessary to perform the contract as per Qualification Requirements Form No.4 in Section VIII.
- b) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.

12. Documents Establishing services and Conformity to Bidding Documents

12.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all services which the Bidder proposes to provide under the contract.

12.2 The documentary evidence of conformity of the services to the bidding documents may be in the form of literature, drawings and data, and shall consist of

(a) a detailed description of the essential technical and performance characteristics of the services;

(b) a list giving full particulars, including available sources etc., necessary for the proper and continuing functioning of the services for a period to be specified in the **Bid Data Sheet**.

(c) an item-by-item commentary on the DCI's Technical Specifications demonstrating substantial responsiveness of the services to those specifications, or a statement of deviations and exception to the provisions of the Technical Specifications.

12.3 For purposes of the commentary to be furnished pursuant to ITB Clause 12.2(C) above, the Bidder shall note that names of the Ports designated by the DCI in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative Port names if exists in the city, its bid, provided that it demonstrates to the DCI's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

13 Earnest Money Deposit

- 13.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, an earnest money deposit in the amount specified in the **Bid Data Sheet**.
- 13.2 The earnest money deposit is required to protect Dredging Corporation of India Limited against the risk of Bidder's conduct which would warrant the earnest money deposit's forfeiture, pursuant to ITB Clause 13.7.
- 13.3 The earnest money deposit shall be denominated in Rupees, and shall be in the form of a bank guarantee issued by any Scheduled/Nationalized bank, payable in favour of Dredging Corporation of India Limited, Visakhapatnam, in the form provided in the bidding documents or another form acceptable to the DCI and valid for 180 days from the date of opening of the bid.
- 13.4 Any bid not accompanied by the Earnest Money Deposit in accordance with ITB Clauses 13.1 and 13.3 will be rejected by the DCI as non-responsive, pursuant to ITB Clause 22.
- 13.5 Unsuccessful bidders' Earnest Money Deposit will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by DCI pursuant to ITB Clause 14.
- 13.6 The successful Bidder's Earnest Money Deposit will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 30, and furnishing the performance security, pursuant to ITB Clause 31.
- 13.7 The Earnest Money Deposit may be forfeited:
- (a) if a Bidder:
 - (i) Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or
 - (ii) does not accept the correction of errors pursuant to ITB Clause 22.2; or
 - (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with ITB Clause 30; or

- (ii) to furnish performance security in accordance with ITB Clause 31.

14. Period of Validity of Bids

- 14.1 Bids shall remain valid for the period specified in the **Bid Data Sheet** of Section-III, after the date of bid submission prescribed by DCI, pursuant to ITB Clause 17. A bid valid for a shorter period shall be rejected by DCI as non-responsive.
- 14.2 In exceptional circumstances, DCI may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable). The earnest money deposited under ITB Clause 13 shall also be suitably extended. A Bidder may refuse the request without forfeiting its earnest money deposit. A Bidder granting the request will not be required nor permitted to modify its bid.

15. Format and Signing of Bid

- 15.1 The Bidder shall prepare an original and one copy of the bid, clearly marking each "ORIGINAL BID" and "FIRST COPY OF BID,"(Techno Commercial Bid and Price Bid separately) as appropriate. In the event of any discrepancy between them, the original shall govern.
- 15.2 The original and the one copy of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 15.3 Special care shall be taken to write the rates in figures as well as in words in the Price Schedule such a way that no interpolation is possible.

- 15.4 Any inter lineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

D. Submission of Bids

16. Sealing and Marking of Bids

- 16.1 The Bidder shall seal the original and first copy of the bid (Techno Commercial Bid (Envelope A) and Price Bid (Envelope B) separately in separate envelopes, duly marking the envelopes as “ORIGINAL” and “FIRST COPY.” The envelopes shall then be sealed in an outer envelope.

- 16.2 The inner and outer envelopes shall:

- (a) be addressed to DCI at the address given in the **Bid Data Sheet**; and
- (b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the **Bid Data Sheet**, pursuant to ITB Clause 20.1.

- 16.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late.”

- 16.4 If the outer envelope is not sealed and marked as required by ITB Clause 16.2, DCI will assume no responsibility for the bid’s misplacement or premature opening.

17. Deadline for Submission of Bids

- 17.1 Bids must be received by DCI at the address specified under ITB Clause 16.2
- (a) not later than the time and date specified in the **Bid Data Sheet**.

In the event of specified date for the submission of bids, being declared a holiday for the DCI Ltd., the bids will be received up to the appointed time on the next working day.

- 17.2 The DCI may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 5, in which case all rights and obligations of the DCI Ltd, and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Bids:

- 18.1 Any bid received by DCI after the deadline for submission of bids prescribed by DCI, will be rejected and returned unopened to the Bidder.

19. Modification and Withdrawal of Bids

- 19.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by DCI prior to the deadline prescribed for submission of bids.
- 19.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by telex or cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 19.3 No bid may be modified subsequent to the deadline for submission of bids.
- 19.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its earnest money deposit.

E. Opening and Evaluation of Bids

20. Opening of Bids by Dredging Corporation of India Ltd (DCI)

20.1 The DCI will open all the Techno-commercial Bids (Envelope A) in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the **Bid Data Sheet**. The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of the bid opening being declared a holiday for the Importer, the bids shall be opened at the appointed time and location on the next working day.

20.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite Earnest Money Deposit and such other details as DCI, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 18.

20.3 Bids (and modifications sent pursuant to ITB Clause 19.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

20.4 The Importer will prepare minutes of the bid opening.

21. Clarification of Bids

21.1 During evaluation of the bids, the DCI may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

22. Preliminary Examination

22.1 The Dredging Corporation of India Ltd, will examine the bids to determine whether

- they are complete,
- required sureties have been furnished,
- the documents have been properly signed, and
- the bids are generally in order.

22.2 DCI Ltd, may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

22.3 Prior to the detailed evaluation, pursuant to ITB Clause 23, DCI Ltd will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning

- Earnest money deposit (ITB Clause 13),
- Applicable Law (GCC Clause 24),
- Taxes and Duties (GCC Clause 26),
- Performance Security (GCC Clause 6), and
- Force Majeure (GCC Clause 18)

will be deemed to be a material deviation. DCI's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

22.4 Failure to furnish the information required in the tender document or submission of tender containing counter conditions will result in the rejection of the tender.

22.5 If a bid is not substantially responsive, it will be rejected by the DCI Ltd, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

23. Evaluation and Comparison of Bids

23.1 The “Envelope B” containing the Price Bids will be opened only those tenderers who have been qualified in the Techno Commercial Bid at a later date. The date and time of opening of “Price Bid - Envelope B ” shall be notified to all the qualified bidders and will be opened in the presence of such authorized persons or representatives who wish to be present.

23.2 Arithmetical errors will be rectified on the following basis:

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- If there is discrepancy between words and figures, the amounts in words will prevail.
- If the Contractor does not accept the correction of the errors, its bid will be rejected and its bid security may be forfeited.

24. Contacting the Dredging Corporation of India Ltd

24.1 From the time of bid opening to the time of contract award, if any bidder wishes to contact the Importer on any matter related to the bid, it should do so in writing.

- 24.2 Any effort by a Bidder to influence the DCI Ltd, in its decisions bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.
- 24.3 The bidders **shall give an undertaking** that they have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid have not committed any offence under the Prevention of Corruption Act in connection with the bid.
- 24.4 The bidder shall disclose any payment made or proposed to be made to any intermediaries (Agents, etc.,) in connection with the bid.
- 24.5 "Before releasing the final payment, after the work is completed the contractor is required to submit a No Due Certificate to the employer without prejudice to the claims raised by him before seeking the release of final bill and the contractor shall not be entitled to invoke arbitration in respect of any claim that is not raised before the issue of a No Claim or No Dues Certificate"

F. Award of Contract

25. Post –qualification

- 25.1 In the absence of prequalification, DCI Ltd will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 11.2.
- 25.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 11.2, as well as such other information as DCI Ltd, deems necessary and appropriate.
- 25.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which

event DCI Ltd, will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

26. Award Criteria

26.1 Subject to ITB Clause 28, Dredging Corporation of India Limited, will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

27. Right to vary Quantities at the Time of Award

27.1 Dredging Corporation of India Limited (DCIL) reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the **Bid Data Sheet**, the quantity of services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

28. Right to Accept Any Bid and to Reject Any or All Bids

28.1 Dredging Corporation of India Limited, reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

29. Notification of Award

29.1 Prior to the expiration of the period of bid validity, Dredging Corporation of India Limited will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.

29.2 The notification of award will constitute the formation of the Contract.

29.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 31, Dredging Corporation of India Limited, will promptly notify the name of

the winning Bidder to each unsuccessful Bidder and will discharge its earnest money deposit, pursuant to ITB Clause 13.

- 29.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Dredging Corporation of India Limited. Dredging Corporation of India Limited, will promptly respond in writing to the unsuccessful Bidder.

30 Signing of Contract

- 30.1 At the same time as Dredging Corporation of India Limited, notifies the successful Bidder that its bid has been accepted, Dredging Corporation of India Limited, will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.
- 30.2 Within 30(thirty) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to Dredging Corporation of India Limited,

31. Performance Security

- 31.1 Within thirty (30) days of the receipt of notification of award from Dredging Corporation of India Limited, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents or another form acceptable to Dredging Corporation of India Limited,
- 31.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 30 or ITB Clause 31 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event Dredging Corporation of India Limited, may make the award to the next lowest evaluated bidder or call for new bids.

32. Corrupt or Fraudulent Practices:

32.1 The DCI requires that all Bidders/Service Providers/Contractors observe the highest standard of ethics during the service of contract and execution of such contracts.

In pursuance of this policy, Dredging Corporation of India Limited,

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the services of Air Consolidation or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence in process of Air Consolidation or the execution of a contract to the detriment of DCI, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the DCI of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Bidder has recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

32.2 Furthermore, Bidders shall be aware of the provision stated in Clauses 5 and 17.1 of the General Conditions of Contract, Section-IV.

SECTION III

**BID DATA SHEET
(BDS)**

The following specific data for the SERVICES to be engaged/utilized shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction	
ITB 4.1	Address: M/s. Dredging Corporation of India Ltd., Materials Department, 3 rd Floor, Dredge House, Port Area, Visakhapatnam-530035 Telephone: 0891-2871274 : 0891- 2871312 GM (MATLS) : 0891- 2871330 DGM (MATLS) Telefax : 0891-2565920/2560581 E-mail : vkpraviraj@dcil.co.in GM(MATLS) and durgaprasad@dcil.co.in DGM(MATLS)

Preparation and Submission of Bids	
ITB 11.2	<u>Qualification requirements</u> <ol style="list-style-type: none">1. Documentary proof in support of experience in handling Air Cargo Consolidation Shipments for the last Two Consecutive years.2. Documentary proof of having registered with authorities of Customs and IATA.3. Documentary proof as approved Agent of IATA.4. Documentary proof of Annual Turnover of not less than Rs48.00 Lakhs in One single year during the last three preceding years, ending by 31-03-2018. Profit and Loss account with balance sheet for the last 3 years be enclosed.

TENDER DOCUMENT

	<p>5. Documents to prove that the Tenderer should have been carried out/performed services/executed</p> <p>a) Three similar completed works each costing not less than the amount of Rs.19, 20,000.00. (or)</p> <p>b) Two similar completed works each costing not less than the amount of Rs.24,00,000.00. (or)</p> <p>c) One similar completed work each costing not less than the amount of Rs.38,40,000.00 during the last three preceding years.</p> <p>6. Demand Draft for Rs. 1180 /- (Rupees One Thousand One Hundred and Eighty only) inclusive taxes @18% on sale of tender documents (Non-refundable) towards cost of tender documents which downloaded from website.</p> <p>7. Earnest Money Deposit of Rs.48,000 /- (Rupees Forty Eight Thousand only) (Refundable) in the form of Bank Guarantee or an irrevocable letter of credit issued by any Scheduled Bank in favour of Dredging Corporation of India Ltd.</p> <p>8. To agree for submission of Security Deposit, in case of award of Contract.</p>
ITB 13.1	Amount of Earnest Money Deposit : Rs.48,000.00 (Rupees Ninety Thousand only)
ITB 14.1	Bid validity period : Six months {180 Days.}

TENDER DOCUMENT

ITB 16.2 (a)	<p>Address for bid submission:</p> <p>The GENERAL MANAGER (MATERIALS) Dredging Corporation of India Ltd., Materials Department, 3rd Floor, Dredge House, Port Area, Visakhapatnam – 530 035. Telephone: 0891-2871274 : 0891- 2871312 GM (MATLS) : 0891- 2871330 DGM (MATLS) Telefax : 0891-2565920/2560581 E-mail : vkpraviraj@dcil.co.in GM(MATLS) and durgaprasad@dcil.co.in DGM(MATLS)</p>
ITB 17.1	<p>Deadline for bid submission : on _____ at 1500 Hrs</p> <p>In the Tender Box provided At Materials Department, 3rd Floor, Dredge House, Port Area, Visakhapatnam-35</p>
ITB 20.1	<p>Time, date, and place for bid opening : on _____ at 1530 Hrs.</p> <p>Tender Opening Room Gr. Floor, Dredge House, Port Area, Visakhapatnam-35</p>
Section VI – Part - I	<p>Period of Contract : Single Year Rate Contract Basis, extendable for one more (2nd) year on same rates, terms and Conditions.</p>

SECTION IV
GENERAL CONDITIONS OF CONTRACT
(GCC)

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between Dredging Corporation of India Limited and the Registered Agent/Firm with the Authorities of customs/IATA, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Registered Agent/Firm with the Authorities of customs/IATA under the Contract for the full and proper performance of its contractual obligations.
- (c) THE IMPORTER:
The term “IMPORTER” shall mean DREDGING CORPORATION OF INDIA LIMITED.
- (d) THE CONTRACTOR:
The term “CONTRACTOR” shall mean the person or a firm or company with whom the contract for consolidation for air freight of import spares is placed and shall be deemed to include contractor’s representatives, heirs, executors, administrators, successors approved by the Corporation, unless specifically excluded by the contract.
- (e) THE CONTRACT:
The term “CONTRACT” shall mean invitation to tender, the tender, the retender, the work order and its subsequent authorized variations, if any, other authorized contract documents accepting the tender in part or full, all instructions conveyed in part or full, all instructions conveyed in writing and those conditions that may be added, a Repeat Order without inviting fresh tender but having regard to

- earlier contract, contract based on negotiations between the contractor and the importer and shall cover all the work pertaining to consolidation for air freight of imported spares.
- (f) The “Specification” means detailed written instructions, technical and other terms and conditions of services and any other information and / or instructions furnished in writing by the Importer.
 - (g) “The Corporation” means the Dredging Corporation of India Ltd. having its Head Office at Dredge House, Port Area, Visakhapatnam – 530 035, Andhra Pradesh.
 - (h) “GCC” means the General Conditions of Contract contained in this section.
 - (i) “SCC” means the Special Conditions of Contract.
 - (j) “The Importer” means the organization utilizing the services of air consolidation for air lifting the consignments of spares from foreign suppliers.
 - (k) “The Contractor,” means the individual or firm who provide services of air consolidation for airlifting the overseas consignments, under this Contract.
 - (l) “Day” means calendar day.

2. Application

- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Priority of Contract Documents:

- 3.1 The several documents forming the contract are to be taken as mutually explanatory of one another. In case of discrepancy between specifications and schedule of requirements, General Conditions of Contract, Special Conditions of Contract, the priority of the documents forming the contract shall be as follows:
 - 1. Description in specifications and Schedule of Requirements
 - 2. Special Conditions of Contract
 - 3. General Conditions of Contract

If there are ambiguities or discrepancies in any document forming part of the contract, General Manager (Material) of DCI shall be the sole deciding authority with regard to the intention of the document and his decision in this respect shall be final and binding.

4. Standards

4.1 The services rendered under this Contract shall conform to the standards mentioned in Specifications, and, when no applicable standard is mentioned, the Standards prevailing in India in the line of Air Consolidation as per Government rules and such standard shall be the latest issued by the concerned institution at the time of entering into contract.

5. Use of Contract Documents and Information; Inspection and Audit :

5.1 The Contractor shall not, without the Dredging Corporation of India Limited's written consent, disclose Contract, or any provision thereof, or any specification, pattern, or information furnished by or on behalf of Importer in connection therewith to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Contractor shall not, without the Importer's prior written consent, make use of any document or information enumerated, in Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in Clause 5.1 shall remain the property of Importer and shall be returned (in all copies) to the Importer on

completion of the Contractor's performance under the Contract if so required by the Importer.

5.4 The Contractor shall permit the Importer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Importer, if so required by the Importer.

6. Performance Security

6.1 Within thirty (30)days after the Contractor's receipt of notification of award of the Contract, the Contractor shall furnish performance security to the Importer in the amount specified in the Special Conditions of Contract.

6.2 The proceeds of the performance security shall be payable to the Importer as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.

6.3 The performance Security shall be in one of the following forms:

a) A Bank guarantee or irrevocable Letter of Credit, from a scheduled bank drawn in favour of Dredging Corporation of India Limited payable at Visakhapatnam which acceptable to the Importer, and in the form provided in the Bidding Documents or another form acceptable to the Importer or

b) Cash.

6.4 The performance security will be discharged by the Importer (DCIL) and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's performance obligations, including any warranty obligations plus six months for due fulfillment of contractual obligations after completion of the contract.

7. Contractor's Obligations, responsibility and liabilities:

7.01 Documents:

A person signing the tender form or any document forming part of the contract on behalf of another shall be deemed to have an authorization empowering him to bind such other person and if, on enquiry, it appears that the person so signing had no authority to do so, the importer may without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all costs and damages.

7.02 Commencement and completion:

Immediately on receipt of advice notifying the award of contract to him/them, the contractor shall tender the acceptance of the contract by him on the terms and conditions attached thereto, provided also notwithstanding the failure of the contract or to furnish such a written acceptance, any proof in the possession of the importer to establish that the contract has been delivered to the contractor (postal registration receipt or such other postal acknowledgement from the office of the contractor and/or Post office). It would be deemed that, in so far as the contractor has not indicated his intension to refuse to accept the contract, the contract on its terms and conditions has been accepted by him. If required, the tenderer should present himself for discussions, etc. at his cost within 3 days of receipt of communication from the importer to that effect, either before or during or after finalization of contract, failing which his quotation or offer or the contract may be cancelled.

8.01. Compliance with Statutory Law:

The Contractor shall through out the continuance of the contract and in respect of all matters arising in the performance thereof, serve all notices and obtain

permissions required in connection with the regulations and by-laws of the local or other statutory authorities which shall be applicable to fulfillment of the contract.

8.02. Sub-Contract:

The Contractor shall not subject, transfer, as assign the contract or any part thereof without the written permission of the importer. In the event of contractor contravening this condition, the importer shall entitle to place the contract elsewhere on the contractor's account and at his risk and the contractor shall be liable for any loss which importer sustain in consequence of arising out of such replacement of contract.

8.03. Non-Entity:

Provided also that notwithstanding the importer having accorded written permission to the contractor to submit any part or whole of the contract, the contract will still be deemed to be a transaction between contractor and the Corporation to the exclusion of sub-contractor. The sub-contractor shall have no rights on the Corporation and the Corporation shall have no obligation to the sub-contractor. Any lapse or failure by the sub-contractor will be treated as though such lapses and failures were caused, occasioned or committed by the contractor himself.

9. Payment

9.1 The method and conditions of payment to be made to the Contractor under the Contract shall be specified in the Special Conditions of Contract.

9.2 The Contractors request(s) for payment shall be made to the Importer in writing, accompanied by an invoice describing, as appropriate, the services provided or the services performed, and by shipping documents, submitted and upon fulfillment of other obligations stipulated in the Contract.

- 9.3 Payments shall be made promptly by the Importer within thirty (30) days of submission of an invoice / claim by the Contractor for the complete transaction.
- 9.4 Unless otherwise agreed between the parties, payment against the contract will be made on submission of bills in accordance with the instructions given in the contract by Cheque.

10. Prices

- 10.1 Prices charged by the Contractor for services provided or Services performed under the Contract shall not vary from the prices quoted by the Contractor in its Bid Form and Price Schedule.

11. Contract Amendments

- 11.1 No variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

12. Assignment

- 12.1 The Contractor shall not assign, in whole or in part, its obligations to perform under the Contract except with the Importer's prior written consent.

13. Subcontracts

- 13.1 The Contractor shall notify the Importer in writing of all subcontracts awarded under the Contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Contractor from any liability or obligation under the Contract.
- 13.2 Subcontracts must comply with the provisions of GCC Clause 3.

14.0 RECOVERY OF MONEY DUE FROM CONTRACTOR:

Whenever under this contract any sum of money is recoverable from and payable by the contractor, the importer shall be entitled to recover such sum by appropriating in part or whole, the Performance Security (by the contractor) if a security is taken against the contract. In the event of the Security being insufficient or if no Security has been taken from the contractor the balance of the total sum recoverable, as the case may be, shall be deducted from any sum due or which at anytime thereafter may become due to the contractor under this or any other contract with the Importer.

14.01 Nothing in GCC Clause 8 shall in any way release the Contractor from any Guarantee or other obligations under this Contract.

15. Delivery and Documents:

15.1 The air shipment of the Goods shall be made by the Contractor in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Contractor are specified in SCC.

15.2 Documents to be submitted by the Supplier are **specified in SCC**.

16. Delays in the Contractor's Performance

16.1 Performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the Importer in the Schedule of Requirements.

16.2 The Contractor from time to time furnish such reports concerning the progress of the contract and or provide of services in such form as may be required by the Importer, merely by reason of the fact that he has not taken notice of or subjected to test any information contained in such report. The submission, receipt and acceptance of such reports shall not prejudice the rights of the Importer under the contract, nor

shall operate as an estoppel against the Importer merely by reason of the fact that he has not taken notice of or subjected to test any information contained in such report.

- 16.3 If at any time during performance of the Contract, the Contractor or its subcontractor(s) should encounter conditions impeding timely provide of the services or performance of Services, the Contractor shall promptly notify the Importer in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Importer shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

17. Termination for Default

- 17.1 The Importer, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part:
- (a) if the Contractor fails to perform the services within the period(s) specified in the Contract, or within any extension thereof granted by the DCI Ltd., or
 - (b) if the Contractor fails to perform any other obligation(s) under the Contract.
 - (c) if the Contractor, in the judgment of the Importer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 17.2 In the event the Importer terminates the Contract in whole or in part, the Importer may avail the services, upon such terms and in such manner as it deems appropriate, Services similar to those unperformed, and the Contractor shall be liable to the Importer for any excess costs for such similar Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

18. Force Majeure

- 18.1 Notwithstanding the provisions in the tender, the Contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- 18.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Importer's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Importer either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 18.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Importer in writing of such conditions and the cause thereof. Unless otherwise directed by the Importer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

19. Termination for Insolvency

- 19.1 The Importer may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Importer.

20. Termination for Convenience

- 20.1 The Importer may by written notice sent to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Importer's convenience, the extent to which

performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

- 20.2 The services that are performed and completed collection of spares and ready for shipment within seven (07) days after the Contractor's receipt of notice of termination shall be air lifted/freighted by the Importer at the Contract terms and prices. For the remaining portion of air shipment, the Importer may elect.
- a) to have any portion completed and air freighted at the Contract terms and prices, and / or
 - b) to cancel the remainder and pay to the Contractor an agreed amount for partially completed the services performed by the Contractor.

21. Settlement of Disputes

- 21.1 If any dispute or difference of any kind whatsoever shall arise between the Importer and the Contractor in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 21.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Importer or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 21.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after the services performed under the Contract.
- 21.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

21.5 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Importer shall pay the Contractor any monies due to the Contractor.

22. Limitation of Liability:

22.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement'

- (a) the Contractor shall not be liable to the Importer whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Importer and
- (b) the aggregate liability of the Contractor to the Importer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price.

23. Governing Language:

23.1 The contract shall be written in the language of the bid, as specified by the Importer, in the instructions to Bidders. **Subject to ITB Clause 6,** The language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

24. Applicable Law

24.1 The Contract shall be interpreted in accordance with the laws of the DCI's country, unless otherwise **specified in SCC.**

TENDER DOCUMENT

25. Notices

25.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or Fax /telex / cable and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.

26. Taxes and Duties

26.1 The Contractor shall be entirely responsible for all taxes, duties, license fees, service taxes etc., if any incurred until services performed as per the contract to the Importer.

26.2 The rates quoted should be inclusive of basic price, and other relevant local charges etc.,.

26.3 Service Tax and other relevant duties as applicable shall be payable extra where ever applicable. The percentage of tax and duties prevailing should be indicated separately failing which it will be considered as the rates are inclusive of all taxes and duties. We do not have Sales Tax declaration form 'C' or 'D'.

27.0 The requirement of services indicated in the tender documents is only an estimate and may be varied at the absolute discretion of the Importer and Contractor is not entitled to any extra payment for want of the service possible.

28.0 In the case of any doubt, ambiguity and obscurity as to the meaning or intent of anything stated in the tender documents, the tenders may make enquiry from the Corporation not later than ten days before the due date of tender.

SECTION-V

SPECIAL CONDITIONS OF CONTRACT
(SCC)

- 1.0 The Tenderer should have a minimum of two year's experience in handling air cargo consolidation shipment.
- 1.01. The Tenderer should be IATA approved / customs registered to handle consolidation operations.
- 1.02. The tenderer should have adequate wide protected godown facilities in Holland, Germany, Singapore, Denmark, Sweden, UK and Switzerland.
- 1.03. The tenderer should have upto date communication facilities like telefax, e-mail and telephone etc.,
- 2.0 The tenderer / Contractor are responsible to have close liaison with our suppliers at Holland / Germany / Singapore / Denmark / Sweden / UK / Switzerland and collect cargo from them and arrange for its carriage to Chennai in India. Hence Consolidation Agent should have well organized network to handle this type of work.
- 3.0 DCI is not agreeable to accept any terms and conditions of the Consolidation Agent which they have entered into with their associates, since such terms are purely between Consolidation Agent and their associates.
- 4.0 There should not be any kind of delay from the date of collecting the cargo and its air freighting to India within stipulated period when the spare is ready with overseas supplier.
- 5.0 To do "Progress Chasing/Tracking" of the cargo, check the correctness of number and particulars of the goods consigned the markings on parcels and other references in the relative documents and parcels in order to ensure speedily and trouble free clearance at destination in India.
- 6.0 After collection of cargo from foreign suppliers to arrange air freight to Chennai airport in India by the earlier available Air India flight / free carriers, preparing separate House Airway bill in respect of each consignment.
 - a) To promptly advise / forward pre-alert mails to Joint Manager (Materials) DCI, MNO, Chennai as well as GM(Matls) HO by fax/e-mail of the flight details

TENDER DOCUMENT

- indicating Master Airway Bill Number and date, House Airway Bill Number and Date and other relevant information.
- b) To keep DCI, MNO, Chennai as well as Head Office, Visakhapatnam, promptly posted with all data regarding the readiness of consignment for dispatch, expected date of dispatch and other relevant matter.
 - c) The carriage to Chennai India shall be affected only through Air India flight/ free carrier. However, due to non-availability of space and Air India refusing to lift material, if a consignment has to be air lifted by air line other than Air India prior approval of General Manager (Materials), DCI, HO, Visakhapatnam should be obtained.
 - d) Consolidation Agent shall be at liberty to consolidate and bulk the air cargo intended for DCI and which are to be consigned to the Chennai Airport in India whenever necessary or expedient so that the most beneficial freight rates are secured. However, Consolidation Agent or his associates undertake that no consignment is held up for purposes of consolidation for a period of exceeding three working days from the date of receipt of cargo from the abroad suppliers of DCI.
- 7.0 Consolidation Agent will be responsible and accountable to DCI for the proper safety, careful handling, and storage of goods while in their custody or control or that of their associates and cost of any insurance affected on their behalf will not be chargeable to DCI. Whereas Consolidation Agent will be liable to compensate in full (total cost of goods) to DCI for the loss of, or damage to the goods while in their custody or of their association on any account whatsoever.
- 8.0 Keeping in touch with buyer (DCI) on the status of the delivery schedule of the orders placed on overseas supplier.
- 9.0 On arrival of the shipment at Chennai liaising with Airlines for collection of documents and issue of Cargo Arrival Notice.
- 9.1 Extend fullest support while in arranging clearance of Import Consignments immediately on arrival within stipulated period of 48 Hrs. if advised by DCI.
- 10.0 All help must be rendered to our Chennai office to trace the cargo upon landing at Chennai without any extra cost.
- 11.0 The Consolidation Agent should give immediate advice either by fax or mail or over phone to our Chennai office or to our authorized CHA first on arrival of consignment indicating the number of packages, purchase under reference, Airway Bill

TENDER DOCUMENT

particulars and other data necessary to get the documentation and other preliminary requirements to effect clearance within the free time of “two” working days after the arrival of the cargo.

- 12.0 The Consolidation Agent have to confirm that all documents including invoices, required for clearance of air consignments will be handed over to the representative of our Chennai office immediately on arrival of flight at Chennai as the case may be the destination..
- 12.1 The Consolidation Agent should also confirm that they will reimburse to DCI demurrages/ Penalties / storage/ wharfage charges where such charges have become due, because of lapse if any on their part.
- 13.0 Freight charges to the carriers from abroad to India will have to be paid by the Consolidation Agent and delivery order obtained. However, Chennai offices will reimburse such freight charges in Indian currency within one month from the date of submission of bill / invoice by Consolidation Agent.
- 14.0 The consolidation of air cargo should not result in any delay in the dispatch of consignment to ultimate destination. It must be ensured that all consignments, received from foreign suppliers are promptly forwarded and any consignment required to be held up over a period of “3” working days the reasons for the same must be informed over fax / e-mail to General Manager (Materials) HO, Visakhapatnam and Joint Manager (Mats) DCI, MNO, Chennai.
- 15.0 In the event there being abnormal delay over 3 working days and no communication received, DCI will have the right of levying penalty of 1 % of air freight charges for every day’s delay maximum of 10% of such delay caused. For the purpose of reckoning the delay it shall be from the date of House Airway Bill and Master Airway Bill date “both days inclusive”.
- 16.0 In spite of clear indication / instructions in our Purchase Orders forwarded to the Consolidation Agents, our suppliers from Holland / Germany / Singapore / Denmark / Sweden / UK / Switzerland air freights the material directly or by any other air lines, the Consolidation Agents will be made responsible for such acts and differences if any in the air freight charges will be recovered from them.
- 17.0 Immediately on shipment, advice by telefax / e-mail, flight details, Master Airway Bill and House Airway Bill particulars with other relevant information to DCI, Head Office, Visakhapatnam as well to DCI, MNO, Chennai.

TENDER DOCUMENT

18.0 Make available Photostat copies of exchange rate notified by Air India every week. Conversion rate prevailing on the date of the cargo landed at the final destination in India to be adopted for payment.

19.0 Once the contract is entered into, under no circumstances the associate agents will be changed without the specific consent in writing from DCI.

20.0 CONSOLIDATION RATES BY AIR:

20.01 Consolidation air freight rates are required to be furnished from following air ports in Holland, Germany, Singapore, Denmark, Sweden, UK and Switzerland.

<u>COUNTRY</u>	<u>AIRPORT</u>
1. HOLLAND	AMSTERDAM, ROTTERDAM, SCHIPHOL
2. GERMANY	FRANKFURT, MUNICH, HANNOVER, HAMBURG, BREMEN, AUGSBERG,
3. SINGAPORE	SINGAPORE
4. DENMARK	DENMARK
5. SWEDEN	SWEDEN
6. UK	UK
7 SWITZERLAND	SWITZERLAND

In case consignment required to be dispatched from Airports other than above, Consolidation Agent should obtain prior approval of DCI indicating the consolidation air freight charges for such consignments. Similarly, approval of DCI should be obtained with reference to ODC (Over Dimensional Cargo) Consignment.

20.02 For the purpose of calculating the air freight, the following rules will apply:

- a) 6000 Cubic Centimeters/ 366 Cubic inches shall be deemed equal to one kilogram
- b) Rates will be applied on the actual gross weight or volume weight as per IATA Rules in force.

TENDER DOCUMENT

- c) Rounding of the weight in fraction of a Kg can be half Kg as per IATA Regulations.

20.03 In case of any revision of rates by Air India / free carriers, your consequential revised rates should not bear higher proportion to the revised Air India / free carriers rates, higher than the proportion between the originally quoted rates and existing Air India / free carriers.

20.04 All the freight payments from abroad to India will be made by our Chennai / Visakhapatnam Offices as stated in para 13.0 above, only in Indian Rupees.

20.05 DCI shall pay and be liable to pay only the actual cost of air freight from the airport of origin to the airport of destination as DCI terms of trading are FCA / FOB.

21.0 INSURANCE:

DCI will arrange for transit insurance coverage of the consignment from abroad to India. Hence the Rates quoted by tenderer should not cover any Insurance charges.

22.0 CONTRACTORS' RESPONSIBILITY:

All FCA / FOB charges including inland forwarding expenses, insurance, customs charges if any, pick up, trucking, license fee, banking charges, etc. Holland, Germany, Singapore, Denmark, Sweden, UK and Switzerland are to the suppliers' account.

23.0 EARNEST MONEY DEPOSIT:

The tenderer shall pay an Earnest Money Deposit of **Rs.48, 000.00** (Rupees Forty Eight Thousand only) by NEFT/RTGS or Bank Guarantee from any scheduled bank, payable to DCI, Visakhapatnam, which carries no interest. Payment by cheque is not acceptable. However, the tenderer may submit Bank Guarantee for the value in lieu of EMD, as per the format enclosed. The EMD will be forfeited in case the tenderer does not accept the contract awarded as per the conditions to tender within a month. The EMD will be returned to the unsuccessful tenderers after the tender is finalized. Tender submitted without EMD are liable to be rejected.

23.1 Performance Security (GCC Clause 6)

GCC 6.1—The amount of performance security, as a percentage of the Contract Price, shall be 5% of the value of the contract.

23.2 The tenderer is required furnish performance security as per the above scales which should be valid for the entire period of contract plus six months for due fulfillment of contractual obligations.

24.0 Payment (GCC Clause 9):

The existing GCC Clause 9 may be substituted as under:

24.1 After completing the services performed, the Contractor should submit his bill in duplicate (Original & Duplicate) to the paying office specified in the Work Order along with the following related documents.

24.2 Payment will be effected within 30 days on receipt of the bill / invoice for complete service performed to the DCI accompanied by requisite documents and certificates, if any.

24.3 Interest at 4% per annum or pro rata for the period of delay shall be payable by DCI for delay in settlement of bills, counted from 31st day of receipt of bills complete in all respects and accompanied by all relevant documents in the first instance. For this purpose, the date of cheque issued by DCI will be deemed to be the date of settlement. Further, delay on account of disputes which can be ascribed to the Contractor will not be considered for the purpose of interest.

24.4 No other payment procedures/ terms offered by the tenderer will be considered.

24.5 **Recovery of Sums Due:** Whenever any claim for the payment of a sum of money arises out of or under the contract against the Contractor, the DCI shall be entitled without prejudice to any other rights to recover such sums by appropriating in whole or in part, the security if any, deposited by the Contractor and for the purpose aforesaid, shall be entitled to sell and / or realize securities forming the whole or part of any such security deposit. In the event of the security being insufficient, the balance and if no security has been taken from the Contractor, the entire sum recoverable shall be recovered by appropriating any sum then due or which at any time thereafter may become due to the Contractor under the Contract or any other Contract with the DCI, if such sum even be not sufficient to cover the full amount recoverable, the Contractor shall on demand pay to the DCI the balance remaining due.

TENDER DOCUMENT

For the purpose of this clause, where the Contractor is a partnership firm, the DCI shall be entitled to recover such amount by appropriating in whole or in part any sum due to any partner of the firm whether in his individual capacity or otherwise.

25.0 OTHER CONDITIONS:

- 25.1 DCI reserves the right to allocate the contract to one or more parties or to none at all at its discretion without assigning any reason therefore.
- 25.2 DCI cannot give any guarantee or indicate regarding the extent of consignments that will have to be Air freighted by Consolidation Agent.
- 25.3 Successful tenderers will have to execute an agreement with DCI Visakhapatnam for a period of two years from the date of award of contract. The period may be extendable for a further period of one more year with the same terms and conditions of contract at the discretion of the Importer (DCI).
- 25.4 The Consolidation Agent shall not sublet or assign the contract to any third party, firm or Corporation without obtaining specific consent from DCI.
- 25.5 To enable Consolidation Agent and their associates to render service as stated above, DCI will furnish Consolidation Agent copies of individual orders for goods placed on the suppliers abroad, which specify shipment by air. Such orders on the suppliers will clearly specify that air freight should be arranged through the Consolidation Agents over sea associates who will act as DCI SHIPPING AGENT for this purpose. DCI's order with suppliers being FOB / FCA Airport, all charges incurred up to the point of shipment are included in suppliers' invoice on DCI. As such no other charges except air freight as shown on HOUSE AIRWAY BILL will be entertained from the Consolidation Agent or their associates by DCI.

26.0 Availing the services on RISK:

If at any time during the currency of the contract arrangement, the DCI finds that

- a) the services are not arranged/provided in time or short Air shipments are effected or the services performed by the contractor is found not satisfactorily;
or
- b) the services performed by the contractor are not in conformity with the requirement of the DCI; or

- c) services performed by the contractor are not specified in the contract; or
- d) the contractor's services are found unsatisfactory.

The DCI will be at liberty to obtain the contractual services from alternative sources at the risk and extra cost of the contractor, at the discretion of the DCI. The expenses incurred in excess for the services obtained from alternative sources will be on contractor's Account.

27.0 Liquidated Damages-Applicable rate:

Liquidated Damages will be levied at the rate of 1 % value of total freight or part thereof which the contractor fail to complete air freight within the scheduled period for each day will be recovered from the contractor's bill as per **clause 15 & 16**, upto a maximum of 10 %.

28.0 Settlement of Disputes (GCC Clause 21)

The rules of procedure for arbitration proceedings pursuant to GCC Clause 21 shall be as follows:

In the case of a dispute between the DCI and the Contractor the dispute shall be referred to arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 and the Rules made there under or any statutory amendment thereof. The arbitral tribunal shall consist of three arbitrators, one each to be appointed by the DCI and the Contractor and the third to be appointed by the two arbitrators. The decision of the majority of arbitrators shall be final and binding upon both parties. The arbitration award shall be in writing and shall state the reason for the award.

Arbitration proceedings will be held at Visakhapatnam and the language of the arbitration proceedings and that of all documents and communication between the parties shall be English.

The expenses of arbitration as determined by the arbitrators shall be shared equally by the DCI and the Contractor. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its case prior to, during and after the proceedings shall be borne by each party itself by which such costs incurred by either party initially shall be borne, will be decided by the Arbitral Tribunal.

29.0 Governing Language (GCC Clause 23)

GCC 23.1—The Governing Language shall be English.

30.0 Applicable Law (GCC Clause 24)

GCC 24.1—The Applicable Law shall be Indian Law. All disputes are subject to the exclusive jurisdiction of the courts at Visakhapatnam only.

31.0 Notices (GCC Clause 25)

GCC 25.1—DCI's address for notice purposes:

—Contractor's address for notice purposes:

SECTION VI
SCHEDULE OF REQUIREMENTS

PART I

As per the enclosed **Bid Forms and Price Schedules** at ANNEXURES

PART II

Clauses of the Technical specification listed briefly as under.

The Air Console Agent (Contractor) should be IATA approved Agent and should be registered with the authorities of Customs.

SECTION VII

TECHNICAL QUALIFICATION

The Air Consolidation for Air Lifting the consignments from overseas suppliers to Chennai in India should be as per IATA Rules and Regulations.

SECTION – VIII

SAMPLE FORMS

Notes on the Sample Forms

The Bidder shall complete and submit with its bid the **Bid Form** and **Price Schedules** pursuant to ITB Clause 7 and in accordance with the requirements included in the bidding documents.

When requested in the Bid Data Sheet, the Bidder should provide the **Earnest Money Deposit**, either in the form included hereafter or in another form acceptable to DCI, pursuant to ITB Clause 13.3.

The **Contract Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from negotiations if any. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security** Form should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide performance security in accordance with one of the form indicated herein or in another form acceptable to DCI and pursuant to GCC Clause 6.3

The **Qualification Requirements** form should specify, for example, requirement for a minimum level of experience in the line of Air Consolidation for Air lifting of consignments of business or of similar type of services for which the Invitation for Bids is issued, as required under Clause 11.2 of ITB.

The **Form of Particulars** should be furnished by all the Bidders compulsorily.

The **check List for Techno-Commercial Bid** should be furnished by all the bidders compulsorily.

Bid Form and Price Schedule

Date: _____

To:
General Manager (Materials)
Materials Department
Dredging Corporation of India Ltd
Dredge House, Port Area
Visakhapatnam-530035

Gentlemen :

Having examined the bidding documents including amendments if any *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to air lift the consignments from overseas suppliers to Chennai, India and if necessary as per advise in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to air freight the consignments in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in Clause 14.1 of ITB, the Bid Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

TENDER DOCUMENT

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We certify/confirm that we comply with the eligibility of the bidding documents.

Dated this _____ day of _____ 2018.

[signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

PRICE SCHEDULE

Air lifting of Consignments from Holland, Germany, Singapore, Denmark, Sweden, UK and Switzerland to Chennai, India on behalf of DCI Ltd, as per the enclosed Price Schedules.

1. FORM OF BANK GUARANTEE BOND (IN LIEU OF E.M.D)

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Company's Act 1956 and having its Registered Office at Core-2, 1st Floor, "Scope Minar", Plot No.2A & 2B, Laxmi Nagar District Centre, Delhi -110 091 (hereinafter called the "DCI") having agreed to exempt M/s..... (hereinafter called the said "Tenderer") from payment under the terms and conditions of the tender datedNo..... made between the DCI and the Tender for (hereinafter called the said "Tender") of Earnest Money Deposit in cash for the due fulfillment by the said Tenderer of the terms and conditions contained in the said Tender on production of a Bank Guarantee for Rs.....(Rupees.....only).We

(Indicate the name of Bank)

(hereinafter referred to as "the Bank") at the request of M/s..... the said Tenderer do hereby undertake to pay to the DCI an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach by the said tenderer of any of the terms or conditions contained in the said Tender.

2. Wedo hereby undertake to pay the

(indicate the name of Bank)

amounts due and payable under this guarantee without any demur, merely on a demand from the DCI stating that the amount claimed is due by way of loss or damaged caused to or would be caused to or suffered by the DCI by reason breach by the said Tenderer of any of the terms or conditions contained in the said Tender or by

TENDER DOCUMENT

reason of the Tenderer's failure to perform the said Tender. Any such demand made on the Bank shall be conclusive as regard the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to the DCI any money so demanded notwithstanding any dispute or disputes raised by the said Tenderer in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the said Tenderer shall have no claim against us for making such payment.

4. Wefurther agree
(indicate the name of Bank)

that the guarantee herein contained remain in full force and effect during the period that would be taken for the performance of the said Tender and that it shall continue to be enforceable till all the dues of the DCI under or by virtue of the said Tender have been fully paid and its claim satisfied or discharged or till the DCI certifies that the terms and conditions of the said Tender have been fully and properly carried out by the said Tenderer and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before....., we shall be discharged from all liability under this Guarantee thereafter.

5. We, further agree with the DCI that the
(indicate the name of Bank)

DCI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend time of performance by the said Tenderer from time to time or to postpone for any time or from time any of the powers exercisable by the DCI

TENDER DOCUMENT

against the said Tenderer and to forbear or enforce any of the terms and conditions relating to the said Tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the DCI or any indulgence by the DCI to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to change in the constitution of the Bank or the Tenderer.

7. We, lastly undertake
(indicate the name of Bank)
not to revoke this guarantee during its currency except with the previous consent of the DCI in writing.

Dated theday of2018
For
(indicate the name of Bank)

2. Contract Form

THIS AGREEMENT made the _____ day of _____ 2018 between Dredging Corporation of India Limited, (hereinafter called “the DCI”) of the one part and [name of Supplier] (hereinafter called “the Contractor”) of the other part:

WHEREAS the Importer invited bids for Air lifting of Consignments from Holland / Germany / Singapore / Denmark / Sweden / UK / Switzerland either to Chennai or Visakhapatnam, India on behalf of DCI Ltd and has accepted a bid by the Contractor for the services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- (C) the General Conditions of Contract;
- (d) the Special Conditions of Contract; and
- (e) the Importer’s (DCI) Notification of Award.

3. In consideration of the payments to be made by the Importer(DCI) to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Importer to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Importer hereby covenants to pay the Contractor in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such
Dredging Corporation of India

TENDER DOCUMENT

other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Importer)

Signed, sealed, delivered by _____ the _____ (for the Contractor)

3. FORM OF BANK GUARANTEE BOND
(IN LIEU OF SECURITY DEPOSIT)

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Company's Act 1956 and having its Registered Office Core-2, 1st Floor, "Scope Minar", Plot No.2A & 2B, Laxmi Nagar District Centre, Delhi -110 091 (hereinafter called the "DCI") having agreed to exempt M/s.....(hereinafter called the said "Contractor") from the demand under the terms and conditions of any agreement / contract/ work order dated made between the DCI and the Contractor for(hereinafter called the said "Agreement") of Security Deposit in cash for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs.....(Rupees.....Only). We

(indicate the name of the Bank)

(hereinafter referred to as "the Bank") at the request of M/s.....(Contractor) do hereby undertake to pay to the DCI an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach by the said contractor of any of the terms or conditions contained in the said Agreement.

2. We.....do hereby undertake to pay the amounts

(indicate the name of Bank)

due and payable under this guarantee without any demur, merely on a demand from the DCI stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DCI by reason breach by the said Contractor of any of the terms or conditions contained in the said agreement or by reason of the Contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

TENDER DOCUMENT

3. We undertake to pay to the DCI any money so demanded notwithstanding any dispute or disputes raised by the said Contractor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the said Contractor shall have no claim against us for making such payment.

4. We further agree
(indicate the name of Bank)

that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the DCI under or by virtue of the said Agreement have been full paid and its claim satisfied or discharged or till the DCI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before, we shall be discharged from all liability under this Guarantee thereafter.

5. We,further agree with the DCI that the
(indicate the name of Bank)

DCI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the DCI against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act or omission

TENDER DOCUMENT

on the part of the DCI or any indulgence by the DCI to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.

7. We,lastly undertake
(indicate the name of Bank)

not to revoke this guarantee during its currency except with the consent of the DCI in writing.

Dated theday of2018

For
(indicate the name of Bank)

4. Qualification Requirements

(Referred to in Clause 11.2 of ITB)

1. Documentary proof in support of experience in handling Air Cargo Consolidation Shipments for the last Two Consecutive years.
2. Documentary proof of having registered with Customs and IATA.
3. Documentary proof, as IATA approved Agent.
4. Documentary proof of Annual Turnover of not less than **Rs.48.00 Lakhs** in One single year during the last three preceding years, ending by 31-03-2018. Profit and Loss account with balance sheet for the last 3 years be enclosed.
5. Documents to prove that the Tenderer should have been carried out/performed services/executed
 - a) Three similar completed works each costing not less than the amount of Rs.19, 20,000.00.
(or)
 - b) Two similar completed works each costing not less than the amount of Rs.24,00,000.00.
(or)
 - c) One similar completed work each costing not less than the amount of Rs.38,40,000.00 during the last three preceding years.
6. Demand Draft for **Rs.1180/-** (Rupees One Thousand One Hundred and Eighty only) inclusive taxes @18% on sale of tender documents (Non-refundable) towards cost of tender documents downloaded from website.
7. Earnest Money Deposit of **Rs.48,000.00** (Rupees Forty Eight Thousand only) (Refundable) in the form of Bank Guarantee or an irrevocable letter of credit issued by any Scheduled Bank.
8. To agree for submission of Security Deposit, in case of award of Contact
9. Online tracking of the consignments to be provided, without any extra cost.

5. FORM OF PARTICULARS

(Should be furnished compulsorily)

1. Name of the Firm and full Address :

2. Telephone No./ Fax No./Telegraphic address :

3. Full addresses of Branch Offices / Depots, indicating Whether their Branches / Depots are registered with the local Sales Tax Authorities :

4. Constitution of firm whether a limited company Partnership or proprietary concern, registered Small scale industry etc. :

5. Firms registration No. with concerned authority :

6. Whether registered under the Municipal Act and / or State Government Shops & Establishment Act:

7. Year of constitution / Incorporation :

8. Nature of business registered for :

9. Standing in business :

10. Names of Govt. Department / Undertakings with Whom registered (State nature of business for which Registered and year of registration) :

11. Names of other major companies with whom Registered (State nature of business for which Registered and year of registration) :

TENDER DOCUMENT

12. Name of Bankers (Attach Bankers Certificate) :
13. GST Number :
14. Total assets value :
15. Total working capital :
16. Total Annual turn over for the tendered services of the latest accounts year :
17. Details of the plant / machinery equipment Owned By the concerned (furnish full details of the Working premises indicating the area, details of machinery/ equipment's indicating capacity total authorized power supply etc.) :
18. Details of the plant machinery with the sub-Contractors / other working arrangements :
19. Total annual capacity of the Tendered services (as applicable) :
20. Details of major services/jobs awarded in the Past in terms of volume and financial outlay indicating the name of the firms for whom such services undertaken (attach photo stat Copies of invoices / challans, copies of contract.) :
21. Name of Managing Director / Manager/ Partners :
22. No. of permanent Managerial staff (attach Statement indicating Names, position held, Qualification, total experience, No. of years engaged in present position) :
23. No. of other permanent staff including skilled and Unskilled workmen (Furnish full Details) :
24. If any members of your company has any relation employed in this corporation, if so,

TENDER DOCUMENT

give full details. :

25. Whether your firm has been disqualified by any Govt. Company including corporation at any time in the past for tendered/services referred to in this tender. If so, state reasons :

26. Any other information :

I / We hereby certify that the details furnished as above are true to the best of my /our knowledge.

I / We further declare that my / our firm has not been disqualified by any office / department/ undertaking of Government of India or other State Governments. We also acknowledge that failure to supply the information or submission of in correct information can lead to summary rejection / cancellation of the tender / contract.

Place:

Date:

**Signature of Managing Director / Manager /
Partner with Rubber Stamp of the Firm.**

CHECK LIST FOR THE TECHNO-COMMERCIAL BID

1. A Bid Form and a Price Schedule
(Rate not to be indicated)
2. A List of bids tendered for and in hand/being executed by the bidder as on date of submission of tender.
3. Documentary evidence to establish that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted consisting of
 - a) Organizational Structure of the Company
 - b) Audited Balance Sheet for the last three years
 - c) Annual Production Capacity documents of the tendered services(if applicable)
 - d) A Detailed description of the essential technical and performance characteristics of the services
 - e) A statement of deviations and exceptions to the provisions of the Technical Specifications
 - f) Certificate from any Importer for having successfully performed of similar nature. The Certificate should include the following information:
 - Brief description of the services performed
 - Contract amount
 - Time limit for completion
 - Whether the services has been completed within the stipulated time
 - Whether any liquidated damages have been levied.
4. Earnest Money Deposit in the form of
 - Bank Guarantee or
 - NEFT

TENDER DOCUMENT

5. GST Registration Certificate
6. Copy of Registration with Provident Fund Authorities
7. Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
8. Copies of Original document defining the constitution or legal status, place of registration and principal place of business of the Company or Firm or Partnership.
9. A Statement to the effect indicating as to whether any relations are working with DCI.
10. Information regarding any current litigation in which the tenderer is involved.
11. The Authorization for the person signing the bid.

PRICE SCHEDULE(A)

Schedule-V

AIR FREIGHT CHARGES FOR THE CONSIGNMENTS FROM GERMANY TO CHENNAI(MADRAS), INDIA

S.No	Particulars From GERMANY	Minimum Weight	Upto 45 Kgs	+45 Kgs to 100 Kgs	+100 Kgs to 200 Kgs	+200 Kgs to 300 Kgs	+300 Kgs to 500 Kgs	+500 Kgs to 1000 Kgs
01	Currency : EURO Air Port : FRANKFURT a) By Air India Flight							
	b) Free Carrier							
02	Air Port : MUNICH a) By Air India Flight							
	b) Free Carrier							
03	Air Port : HANNOVER a) By Air India Flight							
	b) Free Carrier							
04	Air Port : HAMBURG a) By Air India Flight							
	b) Free Carrier							

05	Air Port : BREMEN a) By Air India Flight							
	b) Free Carrier							
06	Air Port : AUGSBERG a) By Air India Flight							
	b) Free Carrier							

- N.B :
- 1) Freight Charges to be quoted in **Euro** currency only.
 - 2) Special rate if any for heavy/voluminous consignments are to be indicated.
 - 3) Delivery Order Fee, Charge Collect Fee, Break Bulk Fee, War Risk Surcharge, Fuel Surcharge and other charges, levies if any to be specified clearly. No other additional claim shall be entertained.
 - 4) The Weight for minimum rate by **Air India Flight** as well as **Free Carrier** to be indicated.
 - 5) The Tenderer should quote for both Air India Flight and Free Carrier as indicated above separately.
 - 6) The basis for arriving volume weight should be : 6000 Cubic Centimeters OR 366 Cub. Inches is equal to 1 Kg.

Signature of the Tenderer
(with Rubber Seal of the Firm)

Place:

Date :

PRICE SCHEDULE(B)

AIR FREIGHT CHARGES FOR THE CONSIGNMENTS FROM HOLLAND TO CHENNAI(MADRAS), INDIA

S.No	Particulars From HOLLAND	Minimum Weight	Upto 45 Kgs	+45 Kgs to 100 Kgs	+100 Kgs to 200 Kgs	+200 Kgs to 300 Kgs	+300 Kgs to 500 Kgs	+500 Kgs to 1000 Kgs
01	Currency : EURO Air Port : AMSTERDAM a) By Air India Flight							
	b) Free Carrier							
02	Air Port : ROTTERDAM a) By Air India Flight							
	b) Free Carrier							
03	Air Port : SCHIPHOL a) By Air India Flight							
	b) Free Carrier							

- N.B :
- 1) Freight Charges to be quoted in **Euro** currency only.
 - 2) Special rate if any for heavy/voluminous consignments are to be indicated.
 - 3) Delivery Order Fee, Charge Collect Fee, Break Bulk Fee, War Risk Surcharge, Fuel Surcharge and other charges, levies if any to be specified clearly. No other additional claim shall be entertained.
 - 4) The Weight for minimum rate by **Air India Flight** as well as **Free Carrier** to be indicated.
 - 5) The Tenderer should quote for both Air India Flight and Free Carrier as indicated above separately.
 - 6) The basis for arriving volume weight should be : 6000 Cubic Centimeters OR 366 Cub. Inches is equal to 1Kg

Place :

Date :

Signature of the Tenderer
(with Rubber Seal of the Firm)

PRICE SCHEDULE(C)

AIR FREIGHT CHARGES FOR THE CONSIGNMENTS FROM SINGAPORE TO CHENNAI(MADRAS), INDIA

S.No	Particulars From SINGAPORE	Minimum Weight	Upto 45 Kgs	+45 Kgs to 100 Kgs	+100 Kgs to 200 Kgs	+200 Kgs to 300 Kgs	+300 Kgs to 500 Kgs	+500 Kgs to 1000 Kgs
01	Currency : SG DOLLAR Air Port : SINGAPORE a) By Air India Flight							
	b) Free Carrier							

- N.B :
- 1) Freight Charges to be quoted in **SG DOLLAR** currency only.
 - 2) Special rate if any for heavy/voluminous consignments are to be indicated.
 - 3) Delivery Order Fee, Charge Collect Fee, Break Bulk Fee, War Risk Surcharge, Fuel Surcharge and other charges, levies if any to be specified clearly. No other additional claim shall be entertained.
 - 4) The Weight for minimum rate by **Air India Flight** as well as **Free Carrier** to be indicated.
 - 5) The Tenderer should quote for both Air India Flight and Free Carrier as indicated above separately.
 - 6) The basis for arriving volume weight should be : 6000 Cubic Centimeters OR 366 Cub. Inches is equal to 1 Kg.

Place :
Date :

Signature of the Tenderer
(with Rubber Seal of the Firm)

PRICE SCHEDULE(D)
AIR FREIGHT CHARGES FOR THE CONSIGNMENTS FROM DENMARK TO CHENNAI(MADRAS), INDIA

S.No	Particulars From DENMARK	Minimum Weight	Upto 45 Kgs	+45 Kgs to 100 Kgs	+100 Kgs to 200 Kgs	+200 Kgs to 300 Kgs	+300 Kgs to 500 Kgs	+500 Kgs to 1000 Kgs
01	Currency : DENISH KRONER (DKK) Air Port : DENMARK a) By Air India Flight							
	b) Free Carrier							

- N.B :
- 1) Freight Charges to be quoted in **DKK** currency only.
 - 2) Special rate if any for heavy/voluminous consignments are to be indicated.
 - 3) Delivery Order Fee, Charge Collect Fee, Break Bulk Fee, War Risk Surcharge, Fuel Surcharge and other charges, levies if any to be specified clearly. No other additional claim shall be entertained.
 - 4) The Weight for minimum rate by **Air India Flight** as well as **Free Carrier** to be indicated.
 - 5) The Tenderer should quote for both Air India Flight and Free Carrier as indicated above separately.
 - 6) The basis for arriving volume weight should be : 6000 Cubic Centimeters OR 366 Cub. Inches is equal

Place :
Date :

Signature of the Tenderer
(with Rubber Seal of the Firm)

PRICE SCHEDULE(E)

AIR FREIGHT CHARGES FOR THE CONSIGNMENTS FROM SWEDEN TO CHENNAI(MADRAS), INDIA

S.No	Particulars From SWEDEN	Minimum Weight	Upto 45 Kgs	+45 Kgs to 100 Kgs	+100 Kgs to 200 Kgs	+200 Kgs to 300 Kgs	+300 Kgs to 500 Kgs	+500 Kgs to 1000 Kgs
01	Currency : SWIDISH KNONER (SEK) Air Port : SWEDEN a) By Air India Flight							
	b) Free Carrier							

- N.B :
- 1) Freight Charges to be quoted in **SEK** currency only.
 - 2) Special rate if any for heavy/voluminous consignments are to be indicated.
 - 3) Delivery Order Fee, Charge Collect Fee, Break Bulk Fee, War Risk Surcharge, Fuel Surcharge and other charges, levies if any to be specified clearly. No other additional claim shall be entertained.
 - 4) The Weight for minimum rate by **Air India Flight** as well as **Free Carrier** to be indicated.
 - 5) The Tenderer should quote for both Air India Flight and Free Carrier as indicated above separately.
 - 6) The basis for arriving volume weight should be : 6000 Cubic Centimeters OR 366 Cub. Inches is equal

Place :
Date :

Signature of the Tenderer
(with Rubber Seal of the Firm)

PRICE SCHEDULE(F)

AIR FREIGHT CHARGES FOR THE CONSIGNMENTS FROM UK TO CHENNAI(MADRAS), INDIA

S.No	Particulars From UK	Minimum Weight	Upto 45 Kgs	+45 Kgs to 100 Kgs	+100 Kgs to 200 Kgs	+200 Kgs to 300 Kgs	+300 Kgs to 500 Kgs	+500 Kgs to 1000 Kgs
01	Currency : POUNDS Air Port : UK a) By Air India Flight							
	b) Free Carrier							

- N.B :
- 1) Freight Charges to be quoted in **POUNDS** currency only.
 - 2) Special rate if any for heavy/voluminous consignments are to be indicated.
 - 3) Delivery Order Fee, Charge Collect Fee, Break Bulk Fee, War Risk Surcharge, Fuel Surcharge and other charges, levies if any to be specified clearly. No other additional claim shall be entertained.
 - 4) The Weight for minimum rate by **Air India Flight** as well as **Free Carrier** to be indicated.
 - 5) The Tenderer should quote for both Air India Flight and Free Carrier as indicated above separately.
 - 6) The basis for arriving volume weight should be : 6000 Cubic Centimeters OR 366 Cub. Inches is equal

Place :
Date :

Signature of the Tenderer
(with Rubber Seal of the Firm)

PRICE SCHEDULE(G)

AIR FREIGHT CHARGES FOR THE CONSIGNMENTS FROM SWITZERLAND TO CHENNAI(MADRAS), INDIA

S.No	Particulars From <u>SWITZERLAND</u>	Minimum Weight	Upto 45 Kgs	+45 Kgs to 100 Kgs	+100 Kgs to 200 Kgs	+200 Kgs to 300 Kgs	+300 Kgs to 500 Kgs	+500 Kgs to 1000 Kgs
01	Currency : EURO Air Port : <u>SWITZERLAND</u> a) By Air India Flight							
	b) Free Carrier							

- N.B :
- 1) Freight Charges to be quoted in **EURO** currency only.
 - 2) Special rate if any for heavy/voluminous consignments are to be indicated.
 - 3) Delivery Order Fee, Charge Collect Fee, Break Bulk Fee, War Risk Surcharge, Fuel Surcharge and other charges, levies if any to be specified clearly. No other additional claim shall be entertained.
 - 4) The Weight for minimum rate by **Air India Flight** as well as **Free Carrier** to be indicated.
 - 5) The Tenderer should quote for both Air India Flight and Free Carrier as indicated above separately.
 - 6) The basis for arriving volume weight should be : 6000 Cubic Centimeters OR 366 Cub. Inches is equal

Place :
Date :

Signature of the Tenderer
(with Rubber Seal of the Firm)