

PRE-BID MINUTES OF AIR CONSOLIDATE TENDER				
SL NO.	CLAUSE NO.	AS PER TENDER	AS PER SUPPLIER	CORRIGENDUM
1	Section-V, 2.19	Avoid week-end console	This clause needs to be removed as most cargo collected during the week from shippers, is handed over to carriers and most consolidations are moved on the weekends. This also ensures that air freight shipment arrives at the beginning of the following week, thereby enabling clearance & delivery at the earliest.	Tender Condition prevails (Remains same as per tender)
2	Section-V, 5.3.7	Where cargoes are not traceable, appropriate action should be taken to obtain from the port authority 'not found' notices within the statutory period. The steamer agents / AAI should also be notified simultaneously. If they are found later in damaged condition, delivery should be taken after conducting the survey by the port trust and steamer or carrier agent / Insurance Company.	In case of damaged cargo-suggest inclusion of the words" Joint survey with Port Trust/CFS/AAI/Airlines	Read as "Joint Survey". In case of any damage agent should inform to DCI
3	Section-V, 3.11	Tenderers are required to quote only one rate for one type of Cargo consignment from any port in Europe to any port in India. However, in case of small consignments, bidder may select port in India for shipment and deliver the consignment to the ultimate consignee without any extra freight charges.	Each country has a different Currency, e.g., Denmark – DKK; Sweden – SEK; UK – GBP; etc. Similarly in case of Asia, China, Singapore, Japan, all use different currencies. This is applicable for air freight and sea freight, as sea freight is in USD, but Origin charges in the local currency. Software related to AWBs are designed keeping in view of the respective currencies and hence "quoting freight in single currency is not viable and acceptable even to our agent partners.	Recommended to quote single in INR only from end to end point
4			Similarly, operations by International Carriers is restricted to main gateway airports in India, like Mumbai, Delhi, Chennai, etc., only. Hence, a uniform price is not workable.	Recommends supplier to make the clearance at any port of your choice but to be delivered to the location specified in DCI order
5	As per tender terms		Air Import rates cannot be quoted from a country/ region cannot be quoted in a single currency since there is remarkable variance in value against each over other. For e.g., 1GBP =INR 94 as on date , 1 Euro = INR 82 & 1 DKK= INR	Similar to query mentioned in sl no.3 and recommended to quote single rate in INR only
6	As per tender terms		Software related to AWBs are designed keeping in view of the respective currencies and hence "quoting freight in single currency is not viable and acceptable even to our agent partners.	Similar to query mentioned in sl no.3 and recommended to quote single rate in INR only
7	As per tender terms		Suggest DCI to consider quoting of freight in the currency of origin for competitive rates and transparency. However, the freight can be paid in INR after the shipment is delivered and as per agreed terms.	Similar to query mentioned in sl no.3 and recommended to quote single rate in INR only
8	As per tender terms		Also, the transportation costs can only be worked out based on the specific airports/sea ports, and not "ANYWHERE in India"	BOQ for transportation will be removed since single rate from end to end point Includes pick up, air freight,clearance, transportation charges etc.
9	As per tender terms		In FOB terms , Freight will be quoted from Airport to Airport and there cannot be a uniform freight from one origin airport to different airports in India	Cannot be amended and will be from anywhere to anywhere in India as per tender
10	As per tender terms		We suggest DCI to choose only Major airports in India for Air Imports viz Mumbai, Chennai and Kolkata. Small shipment below 100 kgs as a single package can be brought to Visakhapatnam airport.	Recommends supplier to make the clearance at any port of your choice but to be delivered to the location specified in DCI order
11	As per tender terms		Ocean freight is generally valid for one calendar month. In case of China, it is normally valid for a fortnight. In view of the above, it is not possible to hold the Ocean freight for three years.We suggest to have Ocean freight enquiry floated on case to case basis ( since volumes are relatively less than airfreight) so that contenders can quote a competitive rates based on the market conditions.	Cannot be changed, single rate quoted to be maintained for 3 years
12	As per tender terms		We need your consent for sub-contracting /out sourcing custom clearance activity. We can proceed and participate only when the said point is mentioned as part of corrigendum to, this tender.	Supplier participating will only be the front end to DCI with whom DCI will be coordinating
13	Section-V, 3.8	In case of any revision of rates by Air India / free carriers/sea freight, your consequential revised rates should not bear higher in proportion to the revised Air India /free carriers rates, higher than the proportion between the originally quoted rates and existing Air India / free carriers.	For Air Import shipments under FOB terms, basically there are three components ; Airfreight( airport to airport), fuel surcharges and security surcharge. Any change of these components during the currency of the contract should be considered based on the circulars from the airlines. Similar provision is made in your tender vide point no. 3.8 on page 42/77.	Recommends to quote single rate which should be maintained for 3 years

SL NO.	CLAUSE NO.	AS PER TENDER	AS PER SUPPLIER	CORRIGENDUM
14	Section-V, 3.7		Kindly let us know the major volume from which country you have imports from your past experience .The reason is when we have to check with airlines/shpping line they also ask the volume .	Majority of Imports will from Germany/Netherlands and remaining from all other places as mentioned in the clause
15	Section-V, 3.13		Max. cargo arrives to which place in India	Kochi/Haldia/Kolkatta and remaining from all other places as mentioned in the clause
16	Section-V, 3.13		Is it possible to give us the delivery address at each destination to work out the transportation cost.	Single rate Includes transportation also and the destination places are mentioned in Section-V, 3.13 . However project addresses are mentioned in DCI website
17	As per tender terms		Even for transportation you have mentioned different type of vehicles, is it possible to give some indication as to which type vehicle will be required the maximum.	BOQ for transportation will be removed since the single rate includes transportation also
18	As per tender terms		Our suggestion is spell out the country and mention the gateway airport or seaport for e.g. Germany , airport will be Frankfurt and sea port will be Hamburg.	Recommended to quote single rate in INR only, from end to end point
19	As per tender terms		You can keep major destination ports such as Mumbai, Delhi, Chennai, Kolkata and Bangalore wherein most of the services provider have regular services.	Recommended to quote single rate in INR only from end to end point
20	Section-V, 4.2	In all cases, where cargoes are to be held in transit storage on the specific written instructions of DCIL, the agent will be allowed to transport the cargoes to the transit depot/shed/ godown and the final payment will be made only after the final dispatches are made to the consignee/indentor and dispatch / deliver particulars are duly furnished to the DCIL	Storage place you have mentioned in the tender where you require and how much sqft	Storage charges can be quoted by the supplier per square feet per day.The space depends on the volume of the consignment
21	As per tender terms		Just to share with you we are handling for many PSU but according to me the price bid format has to be changed for smooth operation.	The price bid will be amended for a single rate including from end to end point Includes pick up, air freight,clearance, transportation charges etc.
22	As per tender terms		Tenders to be Invited from a specific port of loading (POL) Sea/Airport to a specific port of unloading (POD) Sea/Port	Recommends to make the clearance at any port of your choice but to be delivered to the location specified in DCI order
23	As per tender terms		If the cargo is moving by AIR, for Imports smaller shipments three major ports are used Mumbai/Chennai/Kolkatta : i) If the cargo dimension is bigger then it comes to two parts only Mumbai and Chennai as per your tender data. ii) If the cargo is moving by SEA, for Imports smaller shipments FIVE major ports are used Nhava Sheva/Mumbai/Chennai/Kolkatta/Vizag.	Recommends to make the clearance at any port of your choice but to be delivered to the location specified in DCI order
24	As per tender terms		Transportation can be arranged to other locations from these major airports.	BOQ for transportation will be removed since the single rate includes transportation also
25	As per tender terms		After considering the above , DCI may consider extension of the deadline for submission of the tender docs for a reasonable period of another 15 days.	Tender submission last date extended up to 15.03.19 on or before 15.00Hrs

**DREDGING CORPORATION OF INDIA LIMITED (A GOVERNMENT OF INDIA  
UNDERTAKING) MATERIALS DEPARTMENT, DREDGE HOUSE PORT AREA,  
VISAKHAPATNAM-530001**

Ref: DCI/MAT/MNO/RC/CHA/2018-19/01

DATE:18.01.2019

To,

**Sub: NOTICE INVITING TENDER AIR/SEA CONSOLIDATION AGENT FOR IMPORT  
CONSIGNMENTS**

- 1. WE INTEND TO ENTER INTO A RATE CONTRACT FOR AIR/SEA CONSOLIDATION AGENT FOR IMPORT CONSIGNMENTS FROM ALL OVER THE WORLD AND CUSTOMS CLERANCE & TRANSPORTATION OF IMPORT CARGO ARRIVED AT VARIOUS LOCATIONS IN INDIA ON BEHALF OF DCI LTD, FOR A PERIOD OF TWO YEARS EXTENDABLE TO 3<sup>RD</sup> YEAR ON SAME RATES, TERMS AND CONDITIONS. THE APPROXIMATE EXPENDITURE IS Rs.330.00 Lakhs FOR TWO YEARS.**
- 2. INTERESTED PARTIES WHO ARE IN LINE OF EXPERIENCE FOR A MINIMUM PERIOD OF FIVE YEARS IN HANDLING AIR & SEA CARGO CONSOLIDATION SHIPMENTS REGISTERED IN CUSTOMS AND IATA OR FIATA APPROVED AGENT AND HAVING ANNUAL TURNOVER NOT LESS THAN Rs.5 CRORE IN PRECEDING 3 YEARS CAN DOWNLOAD THE TENDER DOCUMENTS FROM OUR WEBSITE : [www.dredge-india.com](http://www.dredge-india.com), <https://eprocure.gov.in/cppp> AND SUBMIT THE TENDER DULY ACCOMPANIED BY RTGS /BANK GUARANTEE FOR Rs.5900.00 (RUPEES FIVE THOUSAND NINE HUNDRED ONLY) (NON-REFUNDABLE) TOWARDS COST OF TENDER DOCUMENTS INCLUDING TAX & Rs.4,95,000.00 (RUPEES FOUR LAKHS NINETY FIVE THOUSAND ONLY) (REFUNDABLE) TOWARDS EMD EITHER BY RTGS 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 22.02.2019 AT 15.00 Hrs. 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.**
- 5. A PRE BID MEETING WILL BE HELD WITH THE BIDDERS BEFORE OPENING OF THE TECHNOCOMMERCIAL BIDS AS ON 04.02.2019 .ANY CLARIFICATION IN WRITING BEFORE PRE BID MEETING IN ONE WEEK.**

**GENERAL MANAGER (MATERIALS)**

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## **SECTION-I**

### **INVITATION FOR BIDS**

#### **(IFB)**

#### **DREDGING CORPORATION OF INDIA LIMITED**

**BID FOR AIR/SEACONSOLIDATION AGENT FOR IMPORT CONSIGNMENTS FROM ALL OVER THE WORLD AND CUSTOMS CLERANCE & TRANSPORTATION OF IMPORT CARGOS ARRIVED TOVARIOUS LOCATIONS IN INDIA ON BEHALF OF DCI LTD, ON BIENNIAL 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/SEACONSOLIDATION AGENT for Air/Sealifting of Consignments from all over the world to various destinations in INDIA on behalf of DCI Ltd.
2. Interested eligible Bidders may approach the office for further information:

**The GENERAL MANAGER (MATERIALS)**

**Dredging Corporation of India Ltd.,**

**Materials Department, 3<sup>rd</sup> Floor,**

**Dredge House, Port Area,**

**Visakhapatnam – 530 001.**

**Telephone: 0891-2871230**

**: 0891- 2871312 GM (MATLS)**

**: 0891- 2871330 DGM (MATLS)**

**Telefax : 0891-2565920/2560581**

**E-mail : [vkpraviraj@dcil.gov.in](mailto:vkpraviraj@dcil.gov.in)GM (MATLS) and**

**[durgaprasad@dcil.gov.in](mailto:durgaprasad@dcil.gov.in) DGM (MATLS)**

3. The Applicants who are eligible and wish to download the Tender Document from the website address [www.dredge-india.com](http://www.dredge-india.com)[www.dcitendersonline.com](http://www.dcitendersonline.com)&[www.tenders.gov.co.in](http://www.tenders.gov.co.in) may do so and Rs.5,900.00 (Rupees Five Thousand Nine Hundred rupees only) inclusive of taxes@18% towards the cost of Tender Documents (Non-refundable) can be paid by way of RTGS in favor of the Dredging Corporation of India Ltd., payable 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.4, 95,000.00(Rupees Four Lakhs Ninety Five Thousand Rupees only) and must be delivered to the above office on or before 1500 Hrs. on 22.02.2019.

**EMD & TENDER FEE TO BE DEPOSITED TO BELOW MENTIONED ACCOUNT DETAILS :**

Current Account No: 35833070000014, IFSC/RTGS CODE: SYNB0003583, SWIFT CODE: SYNBINBB032, BANK NAME: Syndicate Bank, BRANCH NAME: DCI LTD, Port Area Branch, Visakhapatnam- 530001.

5. A Pre Bid meeting will be held on 04.02.2019 with the Bidders before opening of the Techno –Commercial Bids.
6. Techno-Commercial Bids (Envelope A) will be opened in the presence of Bidder's representatives who choose to attend at 1530 Hrs on the same day on 21.02.2019 at the Offices of Dredging corporation of India Ltd., Tender Opening Room, Ground Floor, Dredge House, Port Area, Visakhapatnam-530 001.
7. 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/Sea Consolidation Agents 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 DCIL.
  - 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 DCIL 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 DCIL in writing or by fax/mail at the DCIL'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 DCIL 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:**

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 DCIL'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 DCIL'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. 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 or an irrevocable letter of credit issued by any Scheduled/Nationalized bank, payable in favor of Dredging Corporation of India Limited, Visakhapatnam, in the form provided in the bidding documents or another form acceptable to the DCIL 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

Clauses 13.1 and 13.3 will be rejected by the DCIL as non-responsive, pursuant to ITB Clause 22.

**13.5 Unsuccessful bidders' Earnest Money Deposit will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of bid validity prescribed by DCIL 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.**

**13.8 Bidders are exempted for submission of EMD subject to register with NSIC, SSI or MSME for freight forwarding and custom clearance**

#### **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 DCIL, pursuant to ITB Clause 17. A bid valid for a shorter period shall be rejected by DCIL as non-responsive.**

**14.2 In exceptional circumstances, DCIL 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 without forfeiting its earnest money deposit. A Bidder granting the request 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 (DCIL)**

**20.1 The DCIL 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 DCIL, 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.

## **20.5 EVALUATION AND SELECTION PROCESS – QBS**

The overall selection of the Bidders will be a quality based Selection (QCBS), the following formula will be used for the evaluation of the bids.

The Final scores will be calculated as:

$$Bb = (1.0) * Tb$$

Where

1. Bb = Overall score of bidder under consideration (Calculated up to two decimal points).
2. Tb = Technical score for the bidder under consideration

The bidder achieving the highest overall score will be invited for negotiations for awarding the contract. In case of a tie where two or more bidders achieve the same highest overall score, the bidder with the higher technical score will be invited first for negotiations for awarding the contract.

## **20.6 Evaluation of Technical proposal**

The technical proposal of the bidder will be evaluated based on the evaluation matrix detailed in the section. The evaluation of Technical proposal will be made on the basis of experience of the Bidder as well as project team on the basis of experience of the Bidder as well as project team proposed by the Bidder for this assignment. The Bidder, who does not possess the required qualification and experience, will not be considered for opening of Financial Proposal. Authority reserves the right to judge, appraise, financial proposal Authority reserves the

right to judge, appraise, and reject any or all proposals. Each bidder will be required to score at least 80 marks to qualify the technical evaluation phase.

## 20.7 Evaluation of Financial Proposal

The Commercial Bids of only technically qualified bidders will be opened for evaluation. The authority will determine whether the financial proposals are complete, correct and free from any computational errors and indicate correct prices. The Bidder getting the highest marks will be considered (as detailed in section). The Authority will notify the successful Bidder in writing by registered letter, cable, e-mail or facsimile.

## 20.8 Technical Evaluation Scoring Matrix

The Quality of vision document is of significant importance to the authority. So the technical capabilities and past experience of the agency is more important for this assignment. Therefore, the agency will be selected based on Quality Based Selection (QBS) in the ratio of 100 % (Technical).

Agencies that have scored less than 80 % in the technical evaluation will not be considered eligible for opening their financial bids.

The technical bid will be evaluated on a scale of 100 and the weightage for each criterion would be as follows:

SL NO.	CRITERIA	MARKS
1	Past experience of the CHA & Freight Forwarding agency	
	Number of years' experience in providing services in line with the tender	5 years : 10 marks More than 5 years : 1 additional mark for each year more than 3 years limited to 15 marks
	No. of Branches located in India (Mumbai or Kolkata or Kochi ) as per tender requirement.	Maximum 3 Marks and additional 1 mark for more locations limited to 5 marks
	Global network connectivity specially European countries (Germany, Netherland, Switzerland, Norway) and other countries like UAE, Japan, Italy, USA, Singapore, Sweden, Denmark	Maximum 3 Marks and additional 1 mark for more locations limited to 5 marks
	Documentary proof of having registered with Customs House Agent License and IATA or FIATA Approved Agent.	limited to 5 marks



2	<b>Qualification and Experience for the Assignment</b>	<b>Maximum 45</b>
	Orders placed and executed with PSUs or Government Organization or government university or CSIR in line with the tender.	Minimum 10 Marks. For performance or satisfactory certificate of PSU/Govt. Organization: 10 marks. Additional mark for each Certificate limited to 15 marks.
	Documentary proof of Annual Turnover of not less than <u>Rs.5 CRORE</u> 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 is enclosed.	2 years : 5 marks More than 2 years :5 additional mark for 1 year, assignment limited to 10 marks
	<p>Documents to prove that the tenderer should have been carried out/performed similar services/executed One similar completed work costing consignment value not less than the amount of <u>Rs.4,00,00,000.00 .(A)</u></p> <p>(Or)</p> <p>Documents to prove that the tenderer should have been carried out/performed similar services/executed two similar completed work costing consignment value not less than the amount of <u>Rs.2,00,00,000.00 . (B)</u></p> <p>(Or)</p> <p>Documents to prove that the tenderer should have been carried out/performed similar services/executed three similar completed work costing consignment value not less than the amount of <u>Rs.1,50,00,000.00.(C)</u></p>	<p><b>Maximum 10 Marks</b></p> <p>Category A, additional mark for more similar consignment value each 3 marks limited to 20 marks for category A.</p> <p>Category B, additional mark for more similar consignment value each 2 marks limited to 20 marks for category B.</p> <p>Category C, additional mark for more similar consignment value each 1 marks limited to 20 marks for category C.</p>
3.	<b>Presentation to TC/Representatives of DCIL</b>	<b>25</b>
	<b>Total Technical score</b>	<b>100</b>

**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	<p><b>Address:</b> M/s. Dredging Corporation of India Ltd., Materials Department, 3<sup>rd</sup> Floor, Dredge House, Port Area, Visakhapatnam-530001 Telephone: 0891-2871230                   : 0891- 2871312 GM (MATLS)                   : 0891- 2871330 DGR (MATLS) Telefax       : 0891-2565920/2560581 E-mail        : vkpraviraj@dcil.co.in GM(MATLS) and                   <a href="mailto:durgaprasad@dcil.co.in">durgaprasad@dcil.co.in</a> DGM(MATLS)</p>

Preparation and Submission of Bids	
ITB 11.2	<p><u>Qualification requirements</u></p> <ol style="list-style-type: none"><li>1. Documentary proof in support of experience in handling Air/Sea Cargo Consolidation Shipments for the last Three Consecutive years.</li><li>2. Documentary proof of having registered with authorities of Customs and IATA or FIATA.</li><li>3. Documentary proof as approved Agent of IATA or FIATA..</li><li>4. Documentary proof of Annual Turnover of not less than Rs.500.00Lakhs in 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.</li><li>4. Documents to prove that three similar completed works each costing not less than the amount of Rs.150.00Lakhs. (or)</li><li>5. Documents to prove that two similar completed works each costing not less than the amount of Rs.200.00 Lakhs.</li></ol>



	<p>(or)</p> <p>6. Documents to prove that one similar completed works each costing not less than the amount of Rs.400.00 Lakhs.</p> <p>7. RTGS or NEFT UTR details for <u>Rs.5,900/-</u>(Rupees Five Thousand and nine hundred only) inclusive taxes @18% on sale of tender documents (Non-refundable) towards cost of tender documents which downloaded from website.</p> <p>8. Earnest Money Deposit of <u>Rs.4,95,000 /-</u> (Rupees Four lakhs Ninety Five Thousand only) (Refundable) in the form of Bank Guarantee or an irrevocable letter of credit issued by any Scheduled Bank in favor of Dredging Corporation of India Ltd or in the form of RTGS/NEFT for which UTR details to be submitted.</p> <p>Current Account No: 35833070000014, IFSC/RTGS CODE: SYNB0003583, SWIFT CODE: SYNBINBB032, BANK NAME: Syndicate Bank, BRANCH NAME: DCI LTD, Port Area Branch, Visakhapatnam- 530001.</p> <p>9. To agree for submission of Security Deposit, in case of award of Contract.</p>
ITB 13.1	Amount of Earnest Money Deposit : Rs.4,95,000.00 (Rupees Four Lakhs Ninety Five Thousand only)
ITB 14.1	Bid validity period : Six months {180 Days.}
ITB 16.2 (a)	<p>Address for bid submission:</p> <p>The GENERAL MANAGER (MATERIALS) Dredging Corporation of India Ltd., Materials Department, 3<sup>rd</sup> Floor, Dredge House, Port Area, Visakhapatnam – 530 001. Telephone: 0891-2871230</p> <p>: 0891- 2871312 GM (MATLS) : 0891- 2871330 DGM (MATLS)</p> <p>Telefax : 0891-2565920/2560581 E-mail : <a href="mailto:vkpraviraj@dcil.co.in">vkpraviraj@dcil.co.in</a> GM(MATLS) and <a href="mailto:durgaprasad@dcil.co.in">durgaprasad@dcil.co.in</a> DGM(MATLS)</p>
ITB 17.1	<p>Deadline for bid submission : on 21.02.2019 at1500Hrs</p> <p>In the Tender Box provided At Materials Department,</p>

	<b>3<sup>rd</sup> Floor, Dredge House, Port Area, Visakhapatnam-01</b>
<b>ITB 20.1</b>	<b>Time, date, and place for bid opening : on 21.02.2019 at 1530 Hrs.</b>  <b>Tender Opening Room Gr. Floor, Dredge House, Port Area, Visakhapatnam-01</b>

<b>Section VI – Part - I</b>	<b>Period of Contract : Biennial Rate Contract Basis, extendable for one more (3<sup>rd</sup>) year on same rates, terms and Conditions.</b>

**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,/FIATA 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/FIATA 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/sea 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/sea consolidation for air lifting and custom clearance for both air/sea of 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/Sea 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 favor 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)** RTGS.
- 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 throughout 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 or NEFT.**

## **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 any time 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/sea 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 to provide the 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.

**18.4** The Performance of this contract shall be subjective to all Force Majeure Clause and not limiting to any natural calamities- Man made or Gods Act, War like situations, Emergencies, Port Strikes, Accidents or any/all such events, where the company / its agents / mediating parties / carriers or any such parties within the country or outside the country has no controls over the performance .On account of any above described eventualities; shall not be considered as defective performance and any demurrage ,detention, loss happening on account of this shall not be considered. No claims whatsoever will be entertained.

**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 Clause6,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.**

**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 GST 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.**

**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. SCOPE OF SERVICE:**

The CHA shall be required to assume full responsibility on behalf of DCIL as regards execution of the subject job situated in all parts of INDIA, Spares for repair of dredgers from its suppliers located almost in all countries in the world. The services entrusted to the contractor include arranging collection from the factories/premises of its contractors/suppliers and dispatching the said spares with the shipping documents to DCIL at various locations in INDIA after Customs Clearance.

#### **2. DUTIES AND RESPONSIBILITIES:**

- 2.01. It will be the responsibility of the contractor to collect equipment concerned, wherever necessary, depending on the terms of the contract and dispatch them properly and securely by air/sea to the specified Airport/Sea port in India and forward the Shipping Documents such as Cargo Arrival Notice, Master Air Way Bill/Master Bill of Landing, Manifest, House Airway Bill/house bill of landing together with Invoice, packing List and Specification wherever available. Immediately on landing of the aircraft, filing , clearance to be done and to be dispatched to the respective projects located in INDIA as per the instructions of DCIL which includes transportation. If required material to be stored in your godown until further instructions from DCIL.
- 2.02. Payment of penalty/demurrage on consignments, if any, due to negligence/delay in issue of Cargo arrival Notice, non-receipt of documents from supplier, non-tally of description with manifest to that of Master Airway Bill/House Airway Bill/Master Bill of Lading/House Bill of Lading etc. to be reimbursed by the contractor.
- 2.03. The Contractor should provide one set of dispatch documents to DCIL by email/fax/in hand to DCIL in two days in advance for air and one week in advance for Sea shipment.
- 2.04. The Contractor shall make arrangement for custom clearance and delivery of consignment arriving in various project locations in INDIA and similar documents as those mentioned at 2.01 should be handed over to the respective project offices directly.
- 2.05. The payment against freight, Clearance, transportation, storage charges for storing our consignment in their godown after clearance and other admissible charges if applicable will be paid by DCIL on submission of bills which will be in accordance with the consolidation / CHA contract rate.



- 2.06. The contractor will progress, follow up with the cargo and ensure the correctness of the specifications of spares, number of packages, marking on the consignments and date, wherever applicable, consignee's name and address, packing lists etc., in order to ensure speedy and prompt customs clearance at the destination Airport/Sea port in India.**
- 2.07. Once the House Airway bill/Bill of Lading is generated at the time of dispatch, the same to be immediately forwarded to supplier to ensure the timely dispatch of original documents to Bank or DCIL which ever case applicable. However, the House Air Way Bill / Bill of lading is the authentic document evidencing shipment based on which payment will be made.**
- 2.08. Advise promptly and well in advance to the purchase department by email / Fax the flight number/Vessel details, expected time of its arrival at the concerned Airport/Sea port in India. Master/house airway bill Number/Bill of Lading Number, date and other relevant information such as Purchase Order Number, description of spares, weight and dimension of packages, freight amount payable etc. to enable this department to keep ready and forward the customs duty exemption declaration and a copy of Purchase order well in advance.**
- 2.09. The overseas associates will endeavor to prepare a separate manifest whenever volume of consolidated shipment to DCIL is reasonably large. The description in the consolidated manifest enclosed with the MAWB/MBL should tally with the description on every HAWB/HBL to avoid amendments to manifest that will be required to clear consignments from customs. If this is not complied with and consequently clearance of the consignments is delayed, resultant demurrage charges should be re-imbursed to this Department, by the contractor.**
- 2.10. If in case any delay in consolidation beyond 7 days takes place, after collection of consignment DCIL will deduct as penalty an amount equal to 1 % of the total airfreight charges payable on a shipment for every day of such delay, For this purpose, the delay will be reckoned between the dates of collection of cargo and HAWB both days inclusive.**
- 2.11. DCIL at its discretion will levy penalty, in case, the contractor fails to perform any or part of the scope of work, which, in the opinion of DCIL had led to setback in project schedule up to a maximum of 10 % of the value of the contract computed annually or a part thereof, it will be considered as full week for calculation of LD.**
- 2.12. In respect of short landing of consignment, it is the responsibility of the contractor to inform DCIL by Fax / email within two days of loss of cargo, and to ensure in the event of total non-traceability of the short landed cargo, to obtain and forward a short landing certificate from the carriers immediately to enable DCIL to process the claim with the carrier/ under writer/responsible agencies.**

- 2.13. The contractor shall be liable for consequential damage where suppliers instructions for handling/loading of the cargo, are not complied with, and the cargo handled in the manner desired by the contractor leading to uneconomical freight rate payment.
- 2.14. The contractor shall be responsible for performing all or any such of the services detailed in and arising out of the contract, round the clock throughout the period of this contract without any additional remuneration by the department.
- 2.15. For the purpose of operation of this contract, only the holidays as observed by the port and customs authorities shall be recognized as closed holidays of the contractor and any other holidays declared by the contractor on their own shall not be recognized.
- 2.16. Pre-alert of all the import shipment should be provided at least 2 days in advance for air and 7 days in advance for Sea shipment.
- 2.17. Cargo arrival notice and check list should be provided at least 1 day in advance.
- 2.18. All the import Clearance should be done within FREE DELIVERY period without payment of any demurrage charges for sea shipment .All custom cleared consignments shall be delivered to our respective projects within 7 days from the date instructed given by DCIL.
- 2.19. Avoid week-end console.
- 2.20. The Contractor shall be responsible and accountable to DCIL for proper safety, care, handling and storage of cargo while in their custody or control or that of their agents and the cost of any insurance taken on that behalf will not be chargeable to DCIL. The contractor shall indemnify DCIL for loss or damage, shortage or deterioration in cargo while in their custody, and/or their agent on any account whatsoever.
- 2.21. In all cases of loss or misplacement of consignments, it will be the duty of the contractor to take such reasonable measures as may be necessary for the purpose of averting or minimizing the loss and to ensure that all rights of DCIL against carrier, port authorities, insurance company or other third party are properly preserved and exercised.
- 2.22. In particular, the contractor shall keep himself fully conversant and familiar with the laws, rules, regulations and procedures framed by the carriers, Port Authorities, customs, Insurance Authorities for carriage of consignments and keep themselves in touch with the carriers or their agents and port authorities about the import as well as export consignments.

### **3. FREIGHT RATES :-**

**3.1 Purchase Order are placed by DCIL on different overseas suppliers on various terms & conditions such as Ex-Works, FOB/FCA Airport /Seaport etc. and on freight to collect / prepaid basis.**

**3.2 Payment to contractor will be made at the contract agreed rate from the Gateway airport to the airport of destination. In case, DCIL Purchase Order with suppliers are FOB/FCA Gateway Airport terms, all charges incurred up to the point of gateway Airport are included in the Foreign Suppliers Invoice except airfreight at contracted rates, which shall be payable to the contractor by Government.**

**3.3 Purchase Order where delivery terms stipulated are other than FOB/FCA Gateway Airport, shall fall in the category of Ex-works consignments. Accordingly, the charges as applicable for Ex-works consignments will be admitted after prior approval from DCIL.**

**3.4 Part shipment will not be allowed under any circumstances whatsoever. The shipment will be strictly as per the suppliers invoice.**

**3.5 Consolidation rates are applicable only to normal/general cargoes and shall not be applicable for over dimensional cargo. It shall be the responsibility of the agent/their counterparts to forward these cargos to DCIL as per other terms and conditions of the contract. Prior confirmation of rates from DCIL is necessary for movement of the over dimension cargo-Ray and screening charges. MAWB copy to be produced along with freight bills as proof of freight payment.**

**3.6 Dangerous Cargo fee will be applicable at actuals as per respective airlines for DG shipments.**

**3.7 Countries from where imports originated are expected as follows:-**

<b>S.NO.</b>	<b>COUNTRY</b>	<b>AIRPORT</b>
<b>1.</b>	<b>HOLLAND</b>	<b>AMSTERDAM,ROTTERDAM,SCHIPHOL Etc.</b>
<b>2.</b>	<b>GERMANY</b>	<b>FRANKFURT,MUNISH,HANNOVER,HAMBURG,BREMEN, AUGSBERG</b>
<b>3.</b>	<b>SINGAPORE</b>	<b>SINGAPORE</b>
<b>4.</b>	<b>DENMARK</b>	<b>DENMARK</b>
<b>5.</b>	<b>SWEDEN</b>	<b>SWEDEN</b>
<b>6.</b>	<b>UK</b>	<b>UK</b>
<b>7.</b>	<b>SWITZERLAND</b>	<b>SWITZERLAND</b>
<b>8.</b>	<b>ITALY</b>	<b>MILAN</b>
<b>9.</b>	<b>NORWAY</b>	<b>OSLO</b>
<b>10.</b>	<b>CHINA</b>	<b>SHANGHAI</b>
<b>11.</b>	<b>JAPAN</b>	<b>TOKYO &amp; OSAKA</b>
<b>12.</b>	<b>DUBAI</b>	<b>DUBAI</b>
<b>13.</b>	<b>SPAIN</b>	<b>BARCELONA</b>

For the purpose of calculating the air freight/Sea 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.
- c) Rounding of the weight in fraction of a Kg can be half Kg as per IATA Regulations.

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

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

3.10 DCIL 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 DCIL terms of trading are FCA / FOB.

3.11 Tenderers are required to quote only one rate for one type of Cargo consignment from any port in Europe to any port in India. However, in case of small consignments, bidder may select port in India for shipment and deliver the consignment to the ultimate consignee without any extra freight charges.

3.12 approval of DCI should be obtained with reference to ODC (Over Dimensional Cargo) Consignment.

3.13 Locations in INDIA and other locations where imports to be delivered are as follows:

S.NO.	LOCATIONS
1	CHENNAI
2	VISAKHAPATNAM
3	MUMBAI
4	KANDLA
5	PARADIP
6	BHUVANESWAR
7	KOLKATHA
8	HALDIA
9	GOA
10	MANGALORE
11	KOCHI
12	PONDICHERRY
13	KARWAR
14	BANGALADESH
15	DIU
16	TUTICORIN
17	PORTBLAIR
18	BANGALORE

#### **4.0 IMPORT OPERATIONS**

- 4.1** The import operation will include the whole process of handling and clearing Of spares from the respective ports till final dispatch to indentor/consignee's project offices and obtaining receipt for having delivered the goods.
- 4.2** In all cases, where cargoes are to be held in transit storage on the specific written instructions of DCIL, the agent will be allowed to transport the cargoes to the transit depot/shed/godown and the final payment will be made only after the final dispatches are made to the consignee/indentor and dispatch / deliver particulars are duly furnished to the DCIL.

#### **5.0 IMPORT CLERANCE BY AIR & SEA :**

##### **5.1 VOLUME OF WORK:**

No guarantee can be given as to any definite volume of work which will be entrusted to the agent any time or throughout the period of the contract. IN any case, the agents shall handle all works entrusted to them. Refusal or inability to handle all or any such work allocated shall be deemed to be the breach of contract.

##### **5.2 GOVERNMENT'S RIGHT:**

###### **5.2.1 The Government reserves the right:**

- i)** To clear any consignment on 'SELF'.
- ii)** Of placing the contract simultaneously at any time during the currency of the contract with one or more contracts, and/or by negotiations appoint some other Agents accordingly.
- iii)** Of appointing any other Agents for any services, referred to in the contract to meet an emergency, if DCIL is satisfied that the agent is not in a position to render any specific services with in the period in which services are required. The mere mention of any item of work after awarding the contract does not by itself, confer a right on the agent to demand that the work relating to all or any item hereof should necessarily or exclusively be entrusted to them.
- iv)** To arrange self-clearance and also to allocate work among other agents. The quantum of work allocated to agency from time to time would be completely at the discretion of DCIL.

### **5.3 Services to be rendered by the contractor:**

The Contractor shall render the following services and operations as and when necessary in the course of performing the contract and as directed by DCIL. The contractor shall perform all such auxiliary and incidental services and operations as may be necessary in the course of performing the contract:

**5.3.1 To handle imports by Sea / Air of all kinds of cargoes of DCIL.**

**5.3.2 The Contractor will also be required to clear the consignment on Direct Delivery Basis whenever called upon to do so, followed up by completion of customs formalities within the prescribed time.**

**5.3.3 The Contractor shall render all or any of the services stipulated hereinafter as directed from time to time by DCIL. If the Contractor fail at any time to render all or any of the services under the contract satisfactorily in the opinion of the DCIL may at his option get the work done by other parties at the risk and cost on the contractor.**

**5.3.4 On arrival of the consignment, the contractor shall immediately prepare the necessary papers for presenting to the customs, Steamer Agents / Airline Agents, Port authorities or other authorities concerned and arrange to obtain delivery of the cargoes. If the particulars relating to the cargoes furnished in the instructions are not sufficient they will take steps that are necessary for obtaining the required particulars from the authorities or bodies concerned. If the documents received are not sufficient, they will arrange to present indemnity bonds or guarantees or such other documents that may be required to be presented for immediate clearance. The contractor will have to take all adequate steps for obtaining delivery of the cargoes at the earliest time possible. The agent shall invariably attend / approach consignor's /suppliers local agent office, steamer agents / airline agents and /or any other authorities as and when required for collection of data/particulars necessary, and /or other documents etc. required for processing Bill Of Entry and for the purpose of clearance / shipment of cargoes.**

**5.3.5 Immediately after the cargo is landed on the air/sea port and stored in warehouse or sheds, as the case may be and taken possession of by the port authorities, the Agent shall carefully check each consignment with the invoice and measurement / packing lists and shortage / damages, if any, shall be notified to the steamer company/ IAAI, within the statutory time limits and obtain shortage certificates etc., in cases there is any short delivery. Immediately after clearance from the port, the cargo should be delivered at our concerned stores, unless they are to be dispatched to up- country destinations directly from the Airports/Docks.**

**5.3.6 Where cargo lands in damaged conditions, the agent shall immediately apply for landing remark certificate and obtain survey reports from the port Authorities / Customs or steamer agents / AAI / Insurance surveyor as the case may be within the statutory time limits, prescribed for the survey as the survey reports are required for loading claims and obtaining compensation from the**

parties responsible for compensating the damages / loss. Hence the Agent will have to take care to ascertain that the responsibility for the loss is not repudiated at a later stage by the carrier or the Port Authority on account of time bar. The representative of the consignee should be associated during the survey.

The Contractor should be fully conversant with the relevant provision of the carriage of goods Act, Port trust by laws, Customs Act and other Acts/rules/Procedures ,etc., as are prevailing at the port for effecting clearance and other rules to ensure that DCIL interests are fully protected in the clearance of cargoes entrusted to them. The contractor shall be required to perform all the duties which they are bound to do under the Customs Act, Port Rules and Procedures as amended from time to time.

5.3.7 Where cargoes are not traceable, appropriate action should be taken to obtain from the port authority 'not found' notices within the statutory period. The steamer agents / AAI should also be notified simultaneously. If they are found later in damaged condition, delivery should be taken after conducting the survey by the port trust and steamer or carrier agent/Insurance Company.

5.3.8 Wherever cargoes have landed short, the Agent shall be required to file "Not Found", 'Remark', with the Port Trust / AAI, Airline Agents within the stipulated period for the purpose and obtain and forward short-landing certificate to DCIL. The agent will not entitled to any additional remuneration for the services rendered in obtaining the short – landing certificate. It shall be the bounden duty of the agent to intimate DCIL regarding short – landing of the cargo within 24 hours from the time of arrival of consignments.

5.3.9 The Agent shall take all steps to prevent loss and damage to goods received by them on behalf of DCIL while handling clearance and dispatch. It is incumbent on them to examine carefully all packages landed, and whenever they notice any damage or loss of goods at the time of clearance from the Docks/Aircraft, they shall promptly apply for survey to the Port Authorities, Steamers Agents or Airlines as the case may be and pursue action to obtain survey report and submit the same to DCIL.

5.3.10 The Agent shall also lodge a formal claim for loss or damage to goods on the steamer Agents / Airlines under advice to DCIL.

5.3.11 The agent will have to make good to DCIL any loss due to negligence on their part and their failure to take the above action or exercise proper care and economy in clearance , handling and dispatch of DCIL goods.

5.3.12 Since the consignments of DCIL are insured, insurance survey should also be arranged apart from the customs/Carrier's/Port survey, wherever required.

5.3.13 After obtaining delivery, the agent will deliver the cargoes by road or arrange dispatch by rail /air/ post as per the instructions of DCIL. It shall be their endeavor to avoid demurrages or other expenses except in unavoidable cases. Where demurrages etc. are incurred explanation leading to the

circumstances under which such demurrage has incurred should be  
been  
furnished immediately after the clearance of cargoes.

5.3.14 The Agent shall arrange daily collection and delivery of the courier, viz. documents \ letters pertaining to clearance and shipment of consignments arriving by sea / air and any other instruction in terms of this contract during working hours from the respective offices of DCIL. At that time all documents and extracts should be examined and contents discussed with the authorized officer to obtain clarification, missing documents data, etc.

5.3.15 As soon as authority is given to the agent ,they will have to take all steps necessary to complete the handling and clearance work and all allied responsibilities thereto such as to produce the required certificate ,papers or survey report etc.in the event of discrepancies \shortages \damages etc. which will enable DCIL to obtain compensation from the carriers, Port trust Authorities, railways, Customs ,steamer agents/Airlines and insurance companies or other bodies within the time limit prescribed under the respective law and also to register claims with these bodies at the proper and within prescribed time. As and when called for Agent shall also arrange for lodging suitable claim with the customs authorities with regard to obtaining of refund of Customs Duty paid. All refunds as and when received by the agent will have to be handed over to DCIL immediately from date of receipt of such refund.

5.3.16 The agent will have to complete clearance from Customs immediately on its arrival. In case of air consignments delivery of perishables items are to be taken immediately on its arrival and deliver \ Dispatch of Cargoes and in case of other normal air consignments it shall be ensured by the agent to complete all the required formalities in effecting physical clearance including arrangement for payment of Customs Duty. It shall be responsibility of the agent to ensure completion of customs formalities for clearing consignments on direct delivery basis.

## **6.0 MAINTENANCE OF RECORDS, SUBMISSION OF STATEMENTS ETC:-**

6.1 The contractor will have to maintain the following registers and / or any other register accordingly to the instructions of the DCIL:

- a. A register giving full particulars of spares entrusted for clearance, cleared and dispatched.
- b. A register for all Bill Of Entry filled by them, consignments wise.
- c. A refund register for refund of customs duty paid in advance in excess and for drawback of customs duty on imports.
- d. A Godown register in respect of cargo kept in the contractor's "Go down.
- e. Any other register, form or statement as desired by the DCIL.

The contractor will have to produce these register for inspection by the DCIL as and when required.

6.2 The Contractor will have to submit all statements and dispatch forms etc.,



as per proforma and instructions of the DCIL .Any delay or omission in this respect will be deemed as breach of contract .The contractor will have to maintain separate accounts of the cargo handled by them under the contract as desired by the DCIL and will have to furnish statement or reports as and when required by him in the proforma as prescribed by him. The contractor shall render every month with in 5<sup>th</sup> working day ,jobwise account showing details of clearance /deliveries /dispatches effected during the previous month in respect of imports and statement showing the details of consignments shipped during the previous month and also furnished Daily

Status report (DSR).

6.3 The Contractor shall furnish the copy of Exchange Rate circulated by the customs every month.

#### **7.0 SUBMISSION OF BILLS AND PAYMENT TO THE CONTRACTOR FOR SERVICES RENDERED UNDER THE CONTRACT:**

7.1 The rates stipulated in the schedule attached will be firm and fixed up to expiry of contract and no price escalation will be allowed during this period.

7.2 Bills for work done will be submitted by the contractor to the DCIL. All items of actual direct expenditure will be billed as incurred with supporting vouchers which will be admitted as per the contract.

7.3 Payment of Bills will be made by DCIL Head office within 30 days after submission of proper and correct bills through the purchase department.

7.4 freight charges would paid by DCIL in advance basis beyond 1 lacs .

#### **8.0 LIABILITIES OF THE CONTRACTOR REGARDING LOSS DAMAGE ETC:**

8.1 The contractor shall abide by all instructions that may be given to them from time to time by DCIL .They will always be bound to act with diligence and to use their skill and to make compensation to the DCIL for any loss, damage or any expenditure DCIL will suffer/incur in consequence of the negligence or want of skill or misconduct of the contractor or their servants and agents.

8.2 If and when any avoidable expenses such as customs duty ,port demurrage charges etc., are incurred ,or losses to stores of claim for compensation from carriers/port authority or insurance company or any other authorities are occasioned on account of their negligence or failure to exercise due diligence and economy,DCIL after giving the contractor an opportunity to explain / assess such expenses and /or losses and on such assessment, require the contractor to reimburse the DCIL and stores with whole or any part of such expenses and /or losses. The amount which has been spent on account of contractor negligence etc., will be recovered from the contractor's dues towards handling, transport

charges etc. The assessment of loss and the amount to be reimbursed or recovered shall be decided by the DCIL or his nominee and shall be binding on the contractor. The decision of the DCIL or his nominee, on his behalf, shall be final.

8.3 In cases where amounts were paid to the Port or other authorities in excess of what is actually due, DCIL or his nominee will have right to admit such amounts which are actually due and recover the excess amount paid from the contractor. No action will be taken by the DCIL to claim refunds of such amounts from the Port and other authorities shall rest entirely with the contractor.

8.4 The Contractor will be responsible for all losses or damage due to any cause whatsoever from the time they receive the shipment and during the period it is held by them in transit, storage and / or till the time the cargo is delivered to consignee ,as the case ,may be.

## **9.0 PAYMENTS**

### **9.1 PAYMNET OF STATUTORY CHARGES:**

Contractor will pay direct wharfrage/charges, delivery order charges, container detention charges, DE stuffing charges and claim the same in their bills, duly supported by vouchers. Whenever such charges exceed Rs.50,000/- (Rupees Fifty Thousand only),in any single case, contractor may seek advance payment of such amount beyond an amount agreed, by giving the sufficient time to the DCIL to get the cheques for the required amounts from Accounts Officer ,DCIL.

### **9.2 PAYMENT OF CUSTOMS DUTY:**

Contractor would arrange for payment of customs Duty up to Rs.50,000/-(Rupees Twenty Thousand only ) and shall be reimbursed immediately on submission of Triplicate copy of the BE/Tr6 Challan.DCIL will arrange for payment of all customs charges and dues beyond the amount agreed on the cargo handled by the Contractor for Imports. Contractor will be responsible for submission of necessary documents to Customs Authorities and finalization of Customs and Port Trust formalities as instructed by DCIL and its respective units or an Officer acting for and on behalf from time to time.

### **9.3 PAYMENT OF HANDLING AND ALL OTHER PORT CHARGES :**

The Agent will have to pay port dues, including demurrage charges, to the Port Authorities before clearance of the cargo. The Agent will in turn claim the amount so paid in their bills, duly supported by the receipts issued by the authorities concerned. Payment of Demurrage exceeding Rs.50,000/- (Rupees FiftyThousand only), on any single consignment will be arranged by the DCIL.

On receipt of advance demurrage payment, the agent should deposit immediately, the excess advance received by him, if any and submission within a week from

clearance, failing which the entire amount advance to Agent will be recovered from their outstanding bills.

#### **9.4 REFUND OF CLAIM:**

The Contractor will have to register refund claims with customs, as a matter of course or as and when instructed by DCIL and to pursue the claim vigorously and see that the claim is settled early. In case the claim is rejected and if DCIL is still not satisfied with customs decision and desires that an appeal should be preferred, the contractor will have to file the appeal and pursue the same till settled. If the appeal is rejected and the parties desire that a revised petition should be preferred on the Central Board Of Excise and Customs, the Contractor will have to file the revision petition and peruse the same till settlement notwithstanding the fact that the Bill Of Entry has already been finalized or settled earlier. The Contractor shall automatically apply for Refund of customs duty in respect of short landed consignments under advice to the DCIL.

#### **10.0 SUBLETTING OF THE CONTRACT:**

In the event of the Agent going into liquidation or winding up their business, or making arrangements with their creditors or failure to observe any other provisions of the contract, the DCIL shall have the right to terminate the contract forthwith, in addition to and without prejudice to any other rights or remedies. DCIL will also be entitled to claim from the agent any cost or expenses or losses that DCIL may incur by reasons of the breach of that contract or part of the contract. The DCIL also reserves the right to divert the clearance and shipment of cargoes originally allotted from the agent to another agent as can be deemed fit and proper any time during the currency of the contract at the sole expenses, risk and responsibility of the former agent from whom the work of clearance shall be diverted is found to be unsatisfactory and is detrimental to the interest of the ultimate consignee. Such diversion shall be carried out at the discretion of the DCIL.

#### **11.0 TERMINATION OF THE CONTRACT :**

##### **11.1 On Failure of Performance.**

During the tenure of the contract, in the opinion of the Department, if the Contractor has not been discharging his duties under the contract, to the satisfaction of the Department, and has failed to observe any of the terms and conditions of the contract, DCIL reserves the right without prejudice to any other rights it may have to terminate the contract.

##### **11.2 On the Contractor Becoming Bankrupt / Insolvent.**

In the event of the Contractor going into Liquidation or winding up his business, or making arrangements with a third party, DCIL shall have the right to terminate the contract forthwith. In case any of the partner of the contractor becomes

insolvent or the contractor otherwise dis-owns, the contract will automatically stands terminated.

### **11.3 By Giving Advance Notice**

DCIL also reserves the right to terminate the contract at any time during the currency of the contract, without assigning any reasons thereof, by giving 3 months' notice of their intension to do so in writing to the contractor, who shall not be entitled for any compensation by reasons of such termination.

11.4 In the event of termination of the contract on account of 11.1 & 11.2 above, in addition to and without prejudice to any other rights or remedies, DCIL will also be entitled to claim from the contractor any cost or expenses or losses that DCIL may incur/suffer by reason of breach of the contract or part thereof.

11.5 If the work of the contractor is not found satisfactory and detrimental to the interest of DCIL, DCIL reserves the right to divert the clearance and shipment of cargoes originally allotted to the contractor, to another contractor as can be deemed fir and proper, any time during the currency of the contract, at the sole expenses, risk and responsibility of the former contractor from whom the work of clearance is diverted. Such diversion shall be carried out at the discretion of the DCIL.

11.6 In the event of termination of the contract, the contractor should arrange to hand over to DCIL all incomplete documents if any, for further action, at the risk and cost of the contractor. The Contractor shall reimburse to the DCIL all expenditure incurred for completion of such incomplete portion of work left out by the contractor. No Payment will be made to the contractor for such incomplete work.

### **12.0 FALL CLAUSE**

In the event of conclusion of a contract, the contractor should confirm and undertake that the rates for the services rendered under the contract shall be less than IATA rates and shall not exceed the lowest rates at which the services are rendered by the contractor to its other customers. If, at any time, during the currency of this contract, any reduction in rates charged to DCIL is applied to any other customers for whom similar services are rendered by the contractor, such reduced rates will automatically be applied to the services rendered to the DCIL.

### **13.0 INSURANCE:**

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

#### 14.0 EARNEST MONEY DEPOSIT:

The tenderer shall pay an Earnest Money Deposit of Rs.4,95,000.00 (Rupees Four Lakhs and Ninety Five Thousand only) by crossed Demand Draft drawn on any scheduled bank, payable to DCI, Visakhapatnam, which carries no interest. The Demand Draft should be attached to the tender documents. 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.

#### 15.1 Performance Security (GCC Clause 6)

GCC 6.1—The amount of performance security, as a percentage of the Contract Price, shall be:

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a) Contract value for the 1<sup>st</sup> Rs.1 crore. 0.75% of the value of the contract.

-----  
b) For Rs.1 crore to Rs.5 crores. 0.50% of the value of the contract  
-----

c) For more than Rs.5 crores. -----  
0.25% of the value of the contract

---

The Performance Security can be fixed up to 10% of the value of the contract.

15.2 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.

#### 16.0 Payment (GCC Clause 9):

The existing GCC Clause 9 may be substituted as under:

16.1 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.

16.2 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.

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

**16.4 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.

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.

**17.0 OTHER CONDITIONS:**

**17.1 DCI reserves the right to allocate the contract to one or more parties**  
or  
none at all at its discretion without assigning any reason therefore. to

**17.2 DCI cannot give any guarantee or indicate regarding the extent of consignments that will have to be Air freighted by Consolidation Agent.**

**17.3 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).

**17.4 The Consolidation Agent shall not sublet or assign the contract to any third party, firm or Corporation without obtaining specific consent from DCI.**

**17.5 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.**

#### **18.0 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.**

#### **19.0 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 %.**

#### **20.0 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 consists 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.**

**21.0 Governing Language (GCC Clause 23)**

**GCC 23.1—The Governing Language shall be English.**

**22.0 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.**

**23.0 Notices (GCC Clause 25)**

**GCC 25.1—DCI's address for notice purposes:**

**—Contractor's address for notice purpose**



**SECTION VI**  
**SCHEDULE OF REQUIREMENTS**

**PART I**

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

**Tenderers are required to quote only one rate for one type of Cargo consignment from any port in Europe to any port in India. However, in case of small consignments, bidder may select port in India for shipment and deliver the consignment to the ultimate consignee without any extra freight charges.**

**PART II**

**Clauses of the Technical specification listed briefly as under.**

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

## **SECTION VII**

### **TECHNICAL QUALIFICATION**

**The Air/Sea Consolidation for Air/Sea Lifting the consignments from overseas suppliers to various destinations in India should be as per IATA/FIATA 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/sea Consolidation for Air/Sea 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/sea lift the consignments from overseas suppliers either to various destinations in 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 /sea 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.**

**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**

**WE INTEND TO ENTER INTO A RATE CONTRACT FOR AIR/SEA lifting of Consignments by AIR CONSOLIDATION AGENT through a rate Contract for import consignments from all over the world and Customs Clearance & transportation of Import cargos arrived at Various locations in INDIA on behalf of DCIL 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, 1<sup>st</sup> 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 dated .....No..... 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. We .....do 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 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. We .....further 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 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 the .....day of .....2017**

**For .....**

**(indicate the name of Bank)**

## **2. Contract Form**

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_ 2017 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/sea lifting of Consignments from all over the world to various destinations in India on behalf of DCI Ltd and clearing it from customs authorities and arranging transportation to the respective projects 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 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, 1<sup>st</sup> 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.....

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 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 the .....day of .....2017

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/Sea Cargo Consolidation Shipments for the last 5 Consecutive years.**
  - 2. Company should have CHA or valid arrangements for the same.**
  - 3. CHA should be at least 10 years old and should be valid for coming next 3 years.**
  - 4. Applicant should be approved member of FIATA or IATA.**
  - 5. Applicant should have ISO Quality System Certification.**
  - 6. Applicant should have annual turnover of more than 5 crores preceding 3 years.**
  - 7. Applicant should have experience of Freight Forwarding, Custom Clearance working with Indian Railways or its subsidiaries or Government of India/State Government/Govt. Labs/ Central & State Labs/Institutes & PSU or any other government body. Work Order/Contract for such value should exceed 1 crore for given scope of work in preceding 5 years.**
  - 8. Company should have experience of working with at least 5 Government clients. Performance Certificate in this regard needs to be attached.**
  - 9. Applicant should be a member of any leading global overseas agent network.**
  - 10. Company should have at least 50 lakhs working capital. Bank solvency certificate sanction letter could be furnished in this regards.**
  - 11. Applicant should have experience of Freight Forwarding, Custom Clearance working with Indian Railways or its subsidiaries or Government of India/State Government/Govt. Labs/ Central & State Labs/Institutes & PSU or any other government body.**
- 
- 3. Documentary proof, as IATA or FIATA approved Agent.**
  - 4. Documentary proof of Annual Turnover of not less than Rs.5 CRORE 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 similar services/executed One similar completed work costing CONSIGNMENT VALUE not less than the amount of Rs.4,00,00,000.00.**  
**(Or)**
  - 6. Documents to prove that the tenderer should have been carried out/performed similar services/executed two similar completed work costing CONSIGNMENT VALUE not less than the amount of Rs.2,00,00,000.00**  
**(Or)**
  - 7. Documents to prove that the tenderer should have been carried out/performed similar services/executed three similar completed work costing CONSIGNMENTVALUE not less than the amount of Rs.1,50,00,000.00**

7. Demand Draft for Rs.5900/-(Rupees Five Thousand and nine hundred only) inclusive taxes@18%on sale of tender documents (Non-refundable) towards cost of tender documents downloaded from website.
8. Earnest Money Deposit of Rs.4,95,000.00 (Rupees Four lakh Ninety Five Thousand only) (Refundable) in the form of Bank Guarantee or an irrevocable letter of credit issued by any Scheduled Bank. Orfirm to submit a copy of registration certificate with NSIC/SSI/MSME for exemption of EMD.
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 (GST) :**
- 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) :**
- 12. Name of Bankers (Attach Bankers  
Certificate) :**
- 13. GST Registration Nos. and Date (copies of same to be submitted)**  
**TIN Number :**
- 14. Total assets value :**
- 15. Total working capital :**
- 16. Total Annual turnover 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-
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
21. Name of Managing Director / Manager/
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, 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**
  - Irrevocable Letter of Credit.**
- 5. GST Registration Certificates**
- 6. Copy of Registration with Provident Fund Authorities**

7. **Power of Attorney on stamp paper, in favor 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.**

**GENERAL MANAGER (MATERIALS)**

PRICE SCHEDULE A												
AIR FREIGHT CHARGES FOR THE CONSIGNMENTS FROM EUROPE TO VARIOUS DESTINATIONS IN INDIA												
S.No	ORIGIN	DESTINATION	Particulars From EUROPE Currency: _____	Minimum Charges	Upto 45Kgs	45kgs to 100 kgs	100 kgs to 200 kgs	200 kgs to 300kgs	300 kgs to 500 kgs	500 kgs to 100 kgs	Customs clearance charges	
											Service Charges	Documentation charges
1	ANYWHERE IN EUROPE	ANYWHERE IN INDIA										

N.B:

- 1) Expected countries are Germany,Holland,Denmark,Sweden,United Kingdom,Switzerland,Italy,Norway and Spain.
- 2) Special rate if any for heavy/voluminous consignments are to be indicated.
- 3) Delivery Order Fee, Charge Charge Collect Fee, Break Bulk Fee, War Risk Surcharge and the other charges,customs filing and clearance charges from destination port to concerned project offices if any to be specified clearly. No other additional claim shall be entertained.
- 4) 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 Frim)

PRICE SCHEDULE B												
AIR FREIGHT CHARGES FOR THE CONSIGNMENTS FROM ASIA TO VARIOUS DESTINATIONS IN INDIA												
S.No	ORIGIN	DESTINATION	Particulars From ASIA Currency: _____	Minimum Weight	Upto 45Kgs	45kgs to 100 kgs	100 kgs to 200 kgs	200 kgs to 300kgs	300 kgs to 500 kgs	500 kgs to 100 kgs	Customs clearance charges	
											Service Charges	Documentation charges
1	ANYWHERE IN ASIA	ANYWHERE IN INDIA										

N.B:

- 1) Expected countries are Singapore,China,Japan and United Arab Emirates.
- 2) Special rate if any for heavy/voluminous consignments are to be indicated.
- 3) Delivery Order Fee, Charge Charge Collect Fee, Break Bulk Fee, War Risk Surcharge and the other charges,customs filing and clearance charges from destination port to concerned project offices if any to be specified clearly. No other additional claim shall be entertained.
- 4) 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 Frim)

PRICE SCHEDULE A																	
SEA FREIGHT CHARGES FOR THE CONSIGNMENTS FROM ANYWHERE IN EUROPE TO VARIOUS DESTINATIONS IN INDIA																	
S.No	ORIGIN	DESTINATION	Particulars From EUROPE Currency: _____	ORIGIN SEA PORT	OCEAN FREIGHT LCL CARGO/CBM	OCEAN FREIGHT 20' CONTAINER	OCEAN FREIGHT 40' CONTAINER	GRI	RRI	Surcharges if any	Port Charges	Shipping line charges	CFS Charges	ICD Charges	Others	Customs clearance charges	
																Service Charges	Documentation charges
1	ANYWHERE IN EUROPE	ANYWHERE IN INDIA															

N.B:

1) Expected countries are Germany,Holland,Denmark,Sweden,United Kingdom,Switzerland,Italy,Norway and Spain.

2) Special rate if any for heavy/voluminous consignments are to be indicated.

3) Delivery Order Fee, Charge Charge Collect Fee, Break Bulk Fee, War Risk Surcharge and the other charges,customs filing and clearance charges from destination port to concerned project offices if any to be specified clearly. No other additional claim shall be entertained.

4) 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 Frim)

PRICE SCHEDULE B																	
SEA FREIGHT CHARGES FOR THE CONSIGNMENTS FROM ANYWHERE IN ASIA TO VARIOUS DESTINATIONS IN INDIA																	
S.No	ORIGIN	DESTINATION	Particulars From ASIA Currency: _____	ORIGIN SEA PORT	OCEAN FREIGHT LCL CARGO/CBM	OCEAN FREIGHT 20' CONTAINER	OCEAN FREIGHT 40' CONTAINER	GRI	RRI	Surcharges if any	Port Charges	Shipping line charges	CFS Charges	ICD Charges	Others	Customs clearance charges	
																Service Charges	Documentation charges
1	ANYWHERE IN ASIA	ANYWHERE IN INDIA															

N.B:

1) Expected countries are Singapore,China,Japan and United Arab Emirates.

2) Special rate if any for heavy/voluminous consignments are to be indicated.

3) Delivery Order Fee, Charge Charge Collect Fee, Break Bulk Fee, War Risk Surcharge and the other charges,customs filing and clearance charges from destination port to concerned project offices if any to be specified clearly. No other additional claim shall be entertained.

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Place :
Date:

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