

#### DREDGING CORPORATION OF INDIA LIMITED

(A Government Of India Undertaking)
Old.No.07, New No.17, North Railway Terminus Road
Phone: 044-25981824/25984893/25980823

Ref: DCI/MNO/GODOWN/T-02/2019-20 Date: 05.08.2019

To,

Dear Sir,

Sub: Providing Closed Space for Godown cum office to Dredging Corporation of India Limited in Chennai.

We intend to hire a Closed Space for Godown cum office of around 1600-1800 Sqft (approx.) suitable for storing our imported spare parts cleared from Customs from time to time and easy handling of said materials/spare parts while unloading and loading from/on to the Trucks / Trailers and also to accommodate existing office cabin of dimensions 26.5" (L) X 9" (W) X 8.5" (H) and will be evaluated the suitability of your Godown proposed for rent under **Two Bid System**.

Party should facilitate infrastructure like forklift, mobile crane, manual labour, round the clock and facility for loading / unloading into trucks which is well connected by road facility to sea & air ports, on rental basis initially for a period of two years extendable for 3rd year at the same rates, terms and conditions. Accordingly, we are enclosing the following documents which are to be submitted by you duly filled-in wherever required.

- i) Section-I ... Scope of tender for rental lease agreement
- ii) Section-II ... General & Special conditions of rental lease agreement / contract
- iii) Section-III ...Technical Conditions of rental lease agreement / contract
- iv) Section-IV ... Technical Bid
- v) Section-V ... Price Bid

1. The Technical Bid as at Section-IV and other documents as at Section-I to III,V (without filling details) Rent agreement format, duly signed on all pages and enclosing the supporting documents along with Annexure – I & II, should be submitted in one cover duly indicating "**Technical Bid for providing Closed Space for Godown cum office to DCI Chennai**". The **Price Bid as at Section-V** should be filled in a separate cover duly indicating "**Price Bid for providing Closed Space / Godown to DCI Chennai**".

Both the covers (**Technical Bid Cover & Price Bid Cover**) again are to be placed in another separate cover and submitted to the undersigned on or before 02.09.19 at **1500 hrs**. The Technical Bids of the parties will be opened on 02.09.19 at **1530 hrs** in presence of the said parties, who are present at that time. On evaluation of the Technical Bids and after due inspection of the godown and it's feasibility, the Price Bids of the technically qualified parties will only be opened under intimation to the technically qualified parties.

2. Interested eligible Bidders may obtain further information and inspect the bidding documents at the office of :

The GENERAL MANAGER (Material) Dredging Corporation of India Ltd., Materials Division, 3<sup>rd</sup> Floor, Dredge House, Port Area, Visakhapatnam – 530 001. Telephone: 0891- 2871367.

E-mail: bharathi@dcil.co.in

- 3. The Applicants who wish to download the Tender Document from the website address <a href="https://www.dredge-india.com">www.dredge-india.com</a> & <a href="https://www.eprocure.gov.in">www.eprocure.gov.in</a> may do so. 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. You are requested to submit your tender both separate Technical and Price Bids, placed together again in a separated cover before the stipulated date and time as mentioned above.

Thanking you,

# NOTICE INVITING TENDER SECTION – I

#### SCOPE OF TENDER FOR RENTAL LEASE AGREEMENT FOR A CLOSED GODOWN

The scope of TENDER is required as indicated below:

- 1. The tenderer should provide Closed Space of 1600-1800 Sqft. approximately for Go-down cum office on monthly rental basis on lease, for a period of two years and extendable for one more year at the same rates, terms and conditions on willingness of DCI to M/s. Dredging Corporation of India Limited, Chennai.
- 2. The tenderer should also provide for effective supervision of the Godown located area, from time to time, apart from keeping Security Supervision for the security of the Yard, in case the proposed Godown is in the premises of the Yard.
- 3. The tenderer should provide necessary resources to accommodate existing office cabin of dimensions 26.5" (L) X 9" (W) X 8.5" (H) inside the Go-down with 3-Phase electricity with separate meter for Godown, water supply and septic tank facilities.
- 4. Material Handling facilities are required such as forklift, Mobile Crane etc., to handle the materials weighing from 1Kg to 10 Ton capacity.
- 5. The owner of the godown should have the facility of handling gear to ease the works done. However, payment will be made by us (DCI) as per prevailing tariffs.
- 6. Manual Labour should be provided, when ever required, on payment by the owner of the godown for handling of smaller items and to attend for slinging the ropes etc., while unloading/loading of the materials/equipments by using crane etc.
- 7. Regular maintenance should be done at Godown premises (Cleanliness near Godown surroundings).

### SECTION - II

### **GENERAL AND SPECIAL CONDITIONS**

- 1. The Tender cover should be sealed and super scribed as "Providing Closed Space" for storing imported spare parts cleared from Customs from time to time, other items of DCI till such time necessary arrangements made for despatch of same to our Project Offices situated at various destinations and also to accommodate existing office cabin of dimensions 26.5" (L) X 9" (W) X 8.5" (H) covered under Letter No. **DCI/MNO/GODOWN/T-02/2018-19 Dated 05.08.19.**
- 2. The sealed tender completed in all respects may either be submitted by post before the stipulated time and date as indicated in our letter No. DCI/MNO/GODOWN/T-02/2018-19 Dated 05.08.19 or the same may be dropped in the tender box placed at DCI Office, Dredge house, Port Area, Visakhapatnam-530001. In case the tenders are sent by post, DCI will not be responsible for any postal delays. Unsealed tenders will be summarily rejected.
- 3. The tenders will be opened at **1530** hours on the due date i.e on 02.09.19 in the presence of such Tenderers/representatives who are present at that time.
- 4. Tenders received after specified time and date will not be accepted.
- 5. All tenders must be absolutely clear, failing which the same will not be considered.
- 6. All columns would be properly and legibly filled in. No column would be left blank. Any correction in the rates etc. would be duly attested by the Tenderer. Alterations, if any, not authenticated with attestation may result in the rejection of the tender.
- 7. Rates quoted by the Tenderer in "PRICE BID" (rental rate tender) in figures and words will be accurately filled in so that there is no discrepancy in the rates written in figures and words.
- 8. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that the interpolation is not possible. The total amount would be written both in figures and in words. In case of figures words Rs. would be written before the figures of Rupees and words paise after decimal figures viz., Rs.2.15 Ps. And in the case of words, the word Rupees should precede and the words paise would be written at the end. Unless when the rate is in whole rupee and followed by the words only, it would be invariably be up to two decimal places.
- 9. The rate will be quoted in decimal coinage and will be noted in words and figures. The amount for each Sqft (item) would be worked out and the requisite total given.
- 10. If the amount per square feet is not worked out by the tenderer, it does not correspond with the rate written either in figures or in words, then the rate quoted by the Tenderer in words will be taken as correct.

- 11. Where the rate quoted by the tenderer in figures and words tallies but the amount is not worked out correctly, the rate quoted by the Tenderer will be taken as correct and not the amount.
- 12. The tenderer should sign on all pages of the tender documents including schedule attached with the tender while tendering the proposed rental closed space/godown.
- 13. The rate quoted in the tender will remain same until the completion of contract period. Escalation on any account is not admissible.
- 14. When a tenderer signs a tender in an Indian Language, the rates and the total amount tendered would also be written in the same language. In the case of illiterate contractors, the rates or the amounts tendered would be attested by witness.
- 15. Sales Tax, or any other taxes in respect of this agreement / contract shall be payable by the tenderer and Dredging Corporation of India Limited shall not entertain any claim whatsoever in this respect.
- 16. Towards Service Tax in respect of this lease / contract shall be PAID EXTRA as applicable to the land lord / owner of the godown. However, Service Tax Registration Number should be printed in the Invoice.
- 17. The tender should be valid for a period of 90 (Ninety) days from the date of opening.
- 18. DCI reserves the right to cancel/withdraw the tender at any stage without assigning any reason.
- 19. Conditional tenders and additional conditions of the tenderer shall not be considered.
- 20. All rules and regulations governing the Dredging Corporation of India Limited shall be applicable.
- 21. If as a result of any post audit, any amount is found to be recoverable from the tenderer, the same will be recovered first from any sum due to the tenderer against any current bill of the tenderer and/or from any other amount due from the Corporation and/or on demand.
- 22. All claims of the Dredging Corporation of India Limited against this lease agreement / contract or any other transactions whatsover shall be recovered from the amounts due to the Tenderer under this account.
- 23. If the tenderer makes default in providing the closed space / go-down due to lack of resources or organization is not up to the expected standards, the Corporation reserves right to cancel the contract/lease at 3 (three) days notice at any time during the currency of the contract. If the tenderer fails to provide closed space / go-down as per conditions of the contract the Corporation reserves the right to cancel the agreement / contract and to get the rental godown through other owners / agencies at the risk and cost of the tenderer. The Corporation would be entitled to with-hold any sum due and payable to the tenderer towards the sum as a result of the said breach or default. The owner / contractor will not have any claim for compensation or otherwise on this account.
- 24. The tender is non-transferable and if transferred, it is liable for rejection.

- 25. **ARBITRATION:** Should any dispute or difference arise between the Corporation and the owner / contractor in connection with this lease / contract, or as to the rights and liabilities of the parties here to, it will be referred to Arbitration by a Sole Arbitrator, a person to be appointed by the Chairman-cum-Managing Director, Dredging Corporation of India Ltd., Visakhapatnam and the award of the Arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration and Conciliation Act, 1996 (Act 26 of 1996). The Arbitrator will give a reasoned award. It will be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The Arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The Sole Arbitrator is prohibited from awarding any interest in the award either for the pre-reference period or pen delight. The venue of the Arbitration will be Visakhapatnam, and the courts at Visakhapatnam will have exclusive jurisdiction on all matters with reference to this contract.
- 26. The tenderer will furnish a certificate that he is not related to any officer of Dredging Corporation of India Limited or any officer of the rank of Asst. Secretary or above in the Ministry of Shipping, Government of India. The tenderer should give a declaration along with their tender about the names of the relatives, who are employed in Dredging Corporation of India Limited. Proforma of declaration attached (Annexure).
- 27. Tenders which do not fulfill all or any of the above conditions or are incomplete in any respect, are liable for summary rejection.
- 28. The Godown is to be provided immediately to Dredging Corporation of India Limited, Chennai as per the time schedule mentioned in all respects. In the event of delay in providing the closed space/ Godown, as stipulated in the lease agreement/contract, the rental lease agreement entered into will be cancelled and no further correspondence will be entertained on the matter.
- 29. If tenderer fails to provide the closed space / godown, DCI reserves the right to hire a godown from the other sources at the risk and cost of the tenderer.
- 30. The tenderer shall see that no disturbance/obstruction is caused to the normal working of DCI and its employees.
- 31. Post- tender negotiations are banned, except in the case of negotiations with L-1 (i.e. lowest tenderer).
- 32. The Tenderer will study all conditions of contract, site conditions, local conditions and regulations, rules which has a bearing on their bid and the rates quoted will be deemed to cover all such requirements and contingencies.

### **SECTION-III**

### TECHNICAL CONDITIONS FOR CLOSED SPACE / GO-DOWN ON RENTAL

- 1. This Rental Lease Agreement shall be for a period of Two years extendable for one more (3<sup>rd</sup> year) year on the same rates, terms and conditions on acceptance/willingness of DCI.
- 2. In the event of the tenderer, committing any breach of any of the terms and conditions of this Agreement or if the godown provided by the tenderer are considered to be unsatisfactory by the Corporation or for any other reason, considered by the Corporation as insufficient, the Corporation is entitled to terminate this contract, by giving one month's notice in writing and the tenderer shall not claim any compensation for such termination. The decision of the Corporation regarding the termination shall be final and binding on the owner / land lord. Similarly, the tenderer may also terminate this Agreement by giving 3 months notice in writing to the Corporation.
- 3. Extension of the Lease Agreement **beyond the period, shall be considered**, on mutually agreed basis on satisfaction, for one more year. In the event of extension of the Agreement, the tenderer will provide the closed godown, as per same rates, terms and conditions.

### 4. PAYMENT TERMS:

- i) The Corporation will pay the rates as indicated in Price Bid (Bill of Quantities) taking into account the offered godown area measuring in Sq.Ft on monthly, on submission of the bill by the Owner/Land lord of the Godown. Bills shall be prepared strictly as per the agreed rates. The Corporation arranges to make payments against the bill, within a period of Ten days from the receipt of the bill to DCI head office Visakhapatnam, unless delayed for reasons beyond the control of the Management.
- ii) No escalation claims shall be allowed for any reasons or any ground whatsoever, during the currency of the agreement, and in case of non-compliance of requisite procedure, the bill is liable to be rejected.
- iii) No interest is payable on the payments to be made by the Corporation to the Owner / Land lord towards rental for the closed godown.

The tenderer shall comply with the following:

- i) The tenderer shall be responsible for payment of all related taxes / dues as per the relevant statutes prevailing in the state for the proposed closed godown.
- ii) The tenderer shall maintain scrupulously all the relevant records, documents, etc., for the Proposed Godown and shall also liable to produce such records/documents as and when required by any of the appropriate authority
- 5. The tenderer shall ensure that the godown proposed to provide by them should have clear ownership title deed and on their possession.

- 6. The tender is under Two Bid System. Hence those who fulfilled the criteria prescribed in technical bid will only be considered for opening of their Price Bid.
- 7. Submission of Tenders with both Technical & Price Bid papers in single cover is liable for rejection.
- 8. We require the Godown/Ware House fulfilling the following facilities to store our consignments cleared from customs from time to time and to accommodate existing office cabin of dimensions 26.5" (L) X 9" (W) X 8.5" (H) with 3-Phase electricity with separate meter for Godown, water supply and septic tank facilities.
  - a) The location of the Godown/Ware House should be nearer to Sea Port, preferably in and around Chennai Port Area and well connected by road facility to Sea / Air Port.
  - b) We need preferably a closed area to the extent of 1600-1800 Sqft. approximately and exclusive for the use of DCI only.
  - c) Material Handling facilities are required such as forklift, Mobile Crane etc., to handle the materials weighing from 1Kg to 10 Ton capacity.
  - d) We need easy handling facilities to accommodate our portable office cabin of dimensions 26.5" (L) X 9" (W) X 8.5" (H) (ensure the cabin should be easily accommodated inside the Godown from the entrance) inside the Godown with 3-Phase electricity with separate meter for Godown, water supply and septic tank facilities.
  - e) Manual Labour facility to be available in case of necessity.
  - f) Round the clock facility to be made available for loading and unloading the consignments
  - g) The godown should have the facility to easy maneuvering of trailers of 40 Ft Trailers and Trucks (space should be available for the movement of trailers / trucks)
  - h) 24 hours Security arrangements should be provided to the "Yard" if the proposed godown is located in the premises of Yard.
  - i) Insurance coverage for consignments stored in Godown will be taken by DCI.
  - j) Rental Advance if any to be paid on refundable basis may also be specified in price bid format.
  - k) Any other infrastructure in connection with loading/unloading/ storing the consignments is to be specified.
  - I) Regular maintenance should be done at Godown premises (Cleanliness near Godown surroundings).

- 9. The Technical Bids will be opened on 02.09.19 at **1530 Hrs** in the presence of such Tenderers / their Authorized representatives who are present at that time.
- 10. The tenderer 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 process and have not committed any offence under the Prevention of Corruption Act in connection with the bid. (As per Annexure)
- 11. The tenderers shall disclose any payments made or proposed to be made to any intermediaries (agents, etc.) in connection with the bid. (As per Annexure)

### 12. Pre-Qualification Criteria for technical evaluation:

- a) The closed godown which proposed for rental should be in their possession and should have measuring area to the extent of 1600-1800 Square Feet approximately, but not less than 1600 Sqft. The closed area offered should be in between 1600-1800 Sqft approximately. However ,the rental amount will be limited for a maximum of 1800 Sqft only even though the party offers area more than 1800 Sqft.
- b) Documentary proof (Property registration agreement /Tax document) in support that the proposed godown is in name of the Owner/Party.
- c) The tenderer shall submit the copy of Service Tax Registration Certificate.
- d) Income Tax (PAN) No. with a copy of same is to be submitted for verification.
- e) Material Handling facilities are required such as forklift, Mobile Crane etc., to handle the materials weighing from 1 Kg to 10 Ton capacity. The owner of the godown should have the facility of handling to ease the works done. However, payment will be made by us (DCI) as per prevailing tariffs. Availability of such facility with proof is to be submitted.
- f) Manual Labour should be provided, when ever required, by the owner of the godown, on payment for handling of smaller items and to attend for slinging the ropes etc., while unloading/loading of the materials/equipments.
- g) 24 hours Security arrangements should be provided to the "Yard" if the proposed godown is located in the premises of Yard.
- h) Round the clock facility to be made available for loading and unloading the consignments
- The godown should have the facility to easy maneuvering/road approach for easy passing in/out of trailers of 40 Ft Trailers and Trucks (space should be available for the movement of trailers / trucks)
- j) Cleanliness near and around Godown surroundings.
- k) We need easy handling facilities to accommodate our portable office cabin of dimensions 26.5" (L) X 9" (W) X 8.5" (H) (ensure the cabin should be easily accommodated inside the Godown from the entrance) inside the Godown with 3-Phase electricity with separate meter for Godown, water supply and septic tank facilities.
- I) Party should ensure the readiness of Godown with above stated facilities at the time of visit by DCI.

- m) The location of Godown should be nearer to Chennai port & Customs house falling within radius of 10kms provided with local train facility for easy transportations, also well connected with road transportation facility to Sea/Airport.
- 13. The proposed godown for rent will be finalized subject to inspection report submitted by DCI local committee available at Chennai based on their visit to site to witness the Availability of facilities mentioned at 12 (a) with regard to size of area mentioned at sl no. 6 in of Section-IV and 12(e) to 11(m) above.
- 14. Tender will be finalized on L1 rate per square feet among the technically qualified Parties.
- 15. If the part fails to submit the documentary proof as per tender will be directly rejected
- 16. All the tender documents should be submitted with sign and seal of the property owner or the representative who is authorized.

# SECTION- IV TECHNICAL BID

Name of the Party / Owner	
Address & Phone No.	
Contact Person	
Goods and Service Tax Registration No. (Attach Documentary proof)	
Income Tax (PAN) No. (Attach Documentary Proof)	
Measurements of the proposed Godown	
Whether ownership title deed is available. If yes, please submit the copy of the same for proof for verification.	
Details of other tenants if any in your Yard (Attach the list for our record)	
Details of handling gear available in the proposed godown/yard should be furnished.	
Please furnish an undertaking that the "Price Bid Cover" does not contain any counter conditions	
Whether Annexure-I, II of Genl. & Spl. Conditions & Tech. Specifications of the tender signed by the tenderer	
Bank Account No.	
	Address & Phone No.  Contact Person  Goods and Service Tax Registration No. (Attach Documentary proof)  Income Tax (PAN) No. (Attach Documentary Proof)  Measurements of the proposed Godown  Whether ownership title deed is available. If yes, please submit the copy of the same for proof for verification.  Details of other tenants if any in your Yard (Attach the list for our record)  Details of handling gear available in the proposed godown/yard should be furnished.  Please furnish an undertaking that the "Price Bid Cover" does not contain any counter conditions  Whether Annexure-I, II of Genl. & Spl. Conditions & Tech. Specifications of the tender signed by the tenderer

Place	
Date:	

### **SECTION-V**

# PRICE BID (BILL OF QUANTITIES)

SI No.	To be quoted by the Tenderer for the Closed Space / Godown proposed to provide Rental Lease Agreement per month.					
01	Area of the Closed Godown in Sqft					
02	Rate per Square feet	Rs.				
03	Rent per month	Rs.				
04	GST (Applicable %)	Rs.				
05	Grand Total in INR	Rs.				
06	Mention the amount of advance for number of months to be deposited by DCI, if any.	Rs formonths				

### NOTE:

 The Closed Godown which proposed for rental should be in their possession and should have measuring area to the extent of 1600-1800 Square Feet approximately, but not less than 1600 Sqft. The closed area offered should be in between 1600-1800 Sqft approximately. Party may offer area more than 1800 Sqft, however the rental amount will be limited for a maximum of 1800 Sqft only.

The closed Godown is required for storing our import spare parts cleared from Customs from time to time against specific Purchase orders till such time arrangements made for despatch of the same to our other DCI project Offices in various destinations.

- Closed / Godown should accommodate existing office cabin of dimensions 26.5" (L) X 9"
   X 8.5" (H) with 3-Phase electricity with separate meter for Godown, water supply and septic tank facilities.
- 3. Income Tax/other statutory deductions from the bills as per the rates applicable from time to time will be deducted.
- 4. Tender will be finalized on L1 rate per square feet (sl no.2 in the above format) among the technically qualified Parties
- 5. No counter conditions are will be permissible.

### THE PURPOSE OF HIRING THE CLOSED SPACE / GODOWN

The **Closed Space / Godown** proposed to hire on monthly rental on RENTAL LEASE AGREEMENT basis is for storing the Ship Spares (Materials) cleared from Customs against our specific Purchase Orders till such time necessary arrangements made for dispatching the same to our DCI Project Offices at various destinations in India by engaging suitable vehicles for transportation from time to time and also to accommodate existing office cabin of dimensions 26.5" (L) X 9" (W) X 8.5" (H) 3-Phase electricity with separate meter for Godown, water supply and septic tank facilities.

### **ANNEXURE-I**

Yours faithfully,

Dated:

# **PROFORMA**

To,

Thanking you,

M/s. Dredging Corpn. of India Ltd., Dredge House ,Port Area, Visakhapatnam-530001.
Dear Sirs,
<b>Sub</b> :- Providing Closed Space / Godown to Dredging Corporation of India Limited., Chennai, on monthly rental basis – Reg.
-:000:-
With reference to your Tender No. <b>DCI/MNO/GODOWN/T-02/2018-19 Dated</b> . and as per Clause <b>No.14 &amp; 15 of Section-III</b> - Technical Conditions of the Lease Agreement / Contract, we hereby certify that we have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act in connection with the bid.

### **ANNEXURE-II**

### **PROFORMA**

D-1	
Dare:	
Date.	

To,

M/s. Dredging Corpn. of India Ltd., Dredge House ,Port Area, Visakhapatnam-530001.

Dear Sirs,

**Sub**:- Providing Closed Space / Godown to Dredging Corporation of India Limited., Chennai, on monthly rental basis – Reg.

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With reference to your Tender No. **DCI/MNO/GODOWN/T-02/2018-19 Dated** , we hereby certify that, we are not related to any Officer of Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Shipping, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Ltd.

Thanking you,

Yours faithfully,

### **RENTAL AGREEMENT**

This a	greement er		red into at Chennai, on this the			· · · · · · · · · · · · · · · · · · ·				
		Chenn	aı -		, ne	ereinafter called	the (	JWNE	:K.	
					AND					
M/s. Shri.	Dredging	Corporation	of	India	Ltd.	represented	•	its naving	Project	Manager office
				Ch	ennai _	, he	reina	fter ca	alled the T	ENANT.

The terms OWNER and TENANT wherever they may occur in this agreement, shall unless

representatives, administrators, survivors and assigns.

repugnant to the subject or context, shall mean and include their respective heirs, executors, legal

### **WITNESSETH**:

wa des	HEREAS the TENANT approached the OWNER in terms of advertisement to rent out a rehouse measuring about Sqft at, Chennai, Chennai, more particularly scribed in the Schedule hereunder and the OWNER has agreed to the request of the TENANT as r quote/Price Bid letter dated
	W THIS DEED OF RENTAL AGREEMENT WITNESSETH the terms and conditions mutually reed upon between the OWNER and the TENANT which are as follows:-
1.	Independent warehouse to be provided by the OWNER admeasuring Sqft, for the TENANTS storage requirements.
2.	The TENANT shall not use the demised portion for unlawful or illegal purposes and the TENANT shall not keep or store in the demised premises, any goods or other items which are not authorized for them to keep, directly or indirectly. The TENANT shall use the demised portion only for the purpose of storing the dredging equipment, spares and related accessories and other non-inflammable goods and shall not use the warehouse for any other purposes without the specific written permission of the OWNER.
3.	The TENANT shall not store any inflammable, combustible articles, or any hazardous items which may be dangerous to the safety of property or to other occupants, in the rented premises under any circumstances whatsoever.
4.	The period of this lease will be for 24 months from and can be renewed thereafter at same rates, terms and conditions as per condition of tender.
5.	The monthly rent payable by the TENANT will be @ Rs. /- per Sq.Ft per month, that is Rs. /- (Rupeesonly), payable on or before the 10th of every succeeding month by account payee cheque favoring "". Service Tax at rates prevailing will be paid as applicable, over and above the monthly rent, by the TENANT.
6.	In addition to the advance already paid by them, an interest free security deposit amounting to Rs/- (Rupees
7.	Electricity charges are payable by the TENANT once in 2 months based on the sub meter provided in the allotted warehouse No:, currently @ Rs per unit, or at rates, enhanced by TNEB, from time to time, within 7 days of receiving the bill for the same from the OWNER.

- 8. The TENANT shall not sub-let or transfer or assign this lease without the previous written consent of the OWNER.
- 9. The TENANT shall permit the OWNER and / or their agent, to inspect the warehouse at all reasonable times.
- 10. The TENANT shall keep the warehouse and surrounding areas/passage in a good and tenantable condition.
- 11. The TENANT shall pay a monthly maintenance charge of Rs. /- per month, within 7 days of receiving the bill for the same from the OWNER.
- 12. The OWNER shall pay Corporation Taxes, Water and Sewerage taxes.
- 13. Three clear calendar months' notice, in writing, is required, for the termination of this lease, from either side.
- 15. The TENANT will be responsible for maintaining their stock, by making present their representative while unloading and loading of goods, by the OWNER's staff, or by the OWNER's authorized sister concerns. The TENANT shall make their own arrangement at their own cost by employing their own watch and ward with regard to the materials kept in the godown premises if they feel necessary and the OWNER shall not be responsible for any thefts, pilferage or loss of materials or any goods.
- 16. The OWNER shall not be responsible for any damage that may happen to the person or property whatsoever of the TENANT, its employees or others using the demised premises, by fire, rain, floods, damp, leakages, bursting of water or gas pipes or tubes or electric wires or other installations in or about the demised premises or by giving away of any portions of the flooring, wall roof, ceiling or any other part of the said building or from any cause whatsoever.
- 17. The TENANT covenants and agrees that they shall not block or interfere with the use of open space in front of the premises let out or in other open spaces adjoining the same by storing wastes, packing materials and other materials used in connection with their business and shall remove the same then and there and keep the open, passages and adjoining space free from any hindrance, obstruction and clean at all times.
- 18. All statutory requirements of registration, comprehensive insurance, safeguard of TENANT's goods, etc., is to be borne entirely by the TENANT and it is entirely to TENANT's account.

- 19. The TENANT will be responsible for the stock inside the demised premises and the TENANT has to maintain and safeguard its goods stored by the tenant inside the warehouse, and keep the premises securely locked when not in use.
- 20. The OWNER will not be responsible for any query / problem from Tax Authorities with respect to the Tenant and Tenancy if any such query arises.
- 21. The TENANT shall maintain the premises well, and in case of any structural damage, the TENANT will inform the OWNER, in writing, immediately, so as to enable the OWNER to restore/repair the damage.
- 22. The TENANT shall use the demised premises without causing any inconvenience or nuisance to the other tenants.
- 23. The TENANT shall not keep any goods belonging to third parties nor store any inflammable or explosive goods. In case of any untoward event caused due to the storage of any such goods, the TENANT will be entirely responsible to compensate the OWNER or other tenants for any damages caused due to the TENANT's negligence. The Tenant shall indemnify the OWNER against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses incurred by them during the period of TENANCY.
- 24. This Rental Agreement is subject to Chennai Jurisdiction.

# **SCHEDULE**

Warehouse No. with Tata Metallic sheet and iron gates fitted with tube lights and sub-meter measuring about Sq.Ft located within the premises at No, Chennai – 60
North By:
South By:
West By:
East By:
IN WITNESS WHEREOF, BOTH THE OWNER AND TENANT HERETO HAVE SIGNED ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.
WITNESSES :
1) OWNER
2) TENANT