

# **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

E Mail: mnochn@dci.gov.in

Ref: DCI/MNO/GODOWN/T-01/2018-19

Date: 18.03.19

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 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.

- 1. Section-I ... Scope of tender for rental lease agreement
- 2. Section-II ... General & Special conditions of rental

lease agreement / contract

- 3. Section-III ... Technical Conditions of rental lease agreement / contract
- 4. Section-IV ... Technical Bid
- 5. Section-V ... Price Bid

1. The Technical Bid as at Section-IV and other documents as at Section-I to III 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 12.04.19 at **1500 hrs**. The Technical Bids of the parties will be opened on 12.04.19 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. 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,

**GENERAL MANAGER (MAT)** 

### **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 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.
- 5. 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.
- 6. 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-01/2018-19 Dated
- The sealed tender completed in all respects may either be submitted by post before the stipulated time and date AS INDICATED IN OUR LETER No. DCI/MNO/GODOWN/T-01/2018-19 Dated 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 **15 30** hours on the due date i.e on 12.04.19 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.
- 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 firm during the currency of contract. 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 180 (one eighty) 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 whatsoever 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 hereto, 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, 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.
- 5. The tenderer shall comply with the following:
  - ii) 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.
  - iii) 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.

- 6. The tenderer shall ensure that the godown proposed to provide by them should have clear ownership title deed and on their possession.
- 7. 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.
- 8. Submission of Tenders with both Technical & Price Bid papers in single cover is liable for rejection.
- 9. 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 1800-2000 Sq. ft. 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 if any made to the consignments being kept in the Godown/Yard or not to be specified.
  - j) Readiness for occupation is to be specified.
  - k) Rental Advance if any to be paid on refundable basis may also be specified.
  - I) Any other infrastructure in connection with loading/unloading/ storing the consignments is to be specified.
  - m) Regular maintenance should be done at Godown premises (Cleanliness near Godown surroundings).

## 10. **Pre-Qualification Criteria**:

- a) The closed godown which proposed for rental should be in their possession and should have approx. measuring area to the extent of 1800-2000 Square Feet.
- b) Documentary proof 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) 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. 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) The closed type godown proposed for rent should have road approach for easy passing in/out of vehicles like 40Feet Trailer Trucks.
- h) Cleanliness near and around Godown surroundings.
- i) 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.
- 11. The proposed godown for rent is subject to inspection by us for the feasibility with regard to facilities available as per item at (e) to (i) of clause at 10.
- 13. The Technical Bids will be opened on **12.04.19** at **1530 Hrs** in the presence of such Tenderers / their Authorized representatives who are present at that time.
- 14. 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)
- 15. 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)

# SECTION- IV TECHNICAL BID

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

Place: Date:

## **SECTION-V**

## **PRICE BID**

## (BILL OF QUANTITIES)

To be quoted by the Tenderer for the Closed Space / Godown proposed to provide Rental Lease Agreement per month.		
Size of the Closed Godown		
Area of the Closed Godown		
Rate per Square feet	Rs.	
Rent per month	Rs.	
GST (Applicable %)	Rs.	
Grand Total in INR	Rs.	

### NOTE:

- 1. Mention the amount of advance deposited, if any.
- 2. The required area of the CLOSED SPACE / GODOWN is about 1800-2000 SQFT for storing our imported 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.
- 3. CLOSED SPACE / GODOWN should 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.
- 4. Income Tax/other statutory deductions from the bills as per the rates applicable from time to time will be deducted.
- 5. Any other special conditions to be mentioned below space provided (can be given in Writing):

## 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**

# **PROFORMA**

Dated

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.

-:o0o:-

With reference to your Tender No. **DCI/MNO/GODOWN/T-01/2018-19 Dated** 18.03.19 and as per Clause **No.14 & 15 of Section-III** - 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.

Thanking you,

Yours faithfully,

## **ANNEXURE-II**

### **PROFORMA**

Date	:	
Duce	•	

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-01/2018-19 Dated 18.03.19**, 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,