

DREDGING CORPORATION OF INDIA LIMITED
(A Government of India Undertaking)
Qtr No. B/3, CPT / KoPT Quarters,
Nimak Mahal Road, Kolkata - 700043

Phone: (033) 24396906
(033) 24395313

E-mail: pokolkata@dcil.co.in

REF: DCI/KOL/MAT/GODOWN/2017-18

DATE: 06.10.2017

To

Sir,

Sub: - Hiring of closed storage space – Reg.

1. We intend to hire a Closed Storage Space / Godown suitable for storing our imported as well as Indian spare parts of our ships under **Two Bid System**. 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 |
| 3. | Section-III | ... Technical Conditions |
| 4. | Section-IV | ... Technical Bid |
| 5. | Section-V | ... Price Bid |

2. 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 sealed cover duly indicating "**Technical Bid for Hiring of closed storage space**". The Price Bid as at Section-V should be filled in a separate sealed cover duly indicating "**Price Bid for Hiring of closed storage space**".

Both the covers (**Technical Bid Cover & Price Bid Cover**) again are to be placed in another separate sealed cover (Duly indicating "Tender for hiring of closed storage space. Tender No. DCI/KOL/MAT/GODOWN/2017-18 DT. 06.10.17") and submitted to the undersigned on or before 15:00 hrs on 20.10.17. The Technical Bids of the parties will be opened on at 1530 hrs on the same day in presence of the said parties, who are present at that time. On evaluation of the Technical Bids, the Price Bids of the technically qualified parties will only be opened under intimation to the technically qualified parties.

3. You are requested to submit your tender before the stipulated date and time as mentioned above.

Thanking you,

Yours faithfully,
For DREDGING CORPORATION OF INDIA LTD.,

Project in Charge
Dredging Corporation of India,
Qtr No. B/3, CPT / KoPT Quarters
Nimak Mahal Road, Kolkata - 700043

Encl: As above

SIGNATURE OF THE TENDERER WITH SEAL

DREDGING CORPORATION OF INDIA LIMITED
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REF: DCI/KOL/MAT/GODOWN/2017-18

DATE: 06.10.2017

INVITATION FOR BIDS CLOSED STORAGE SPACE FOR HIRE

1. WE INTEND TO HIRE A COVERED / CLOSED STORAGE SPACE OF 2000 SQ.FT. APPROX. HAVING INFRASTRUCTURE LIKE FORKLIFT, MOBILE CRANE / HYDRA, MANUAL LABOUR, ROUND THE CLOCK FACILITY FOR LOADING / UNLOADING INTO TRUCKS NEARER TO KPD (KIDDERPORE DOCK) / NSD (NETAJI SUBHAS DOCK) KOLKATA, PREFERABLY IN AND AROUND KHIDDERPUR AREA (WITH MAXIMUM DISTANCE OF 5 K.M. FROM KOLKATA PORT) WHICH IS WELL CONNECTED BY ROAD FACILITY, ON RENTAL BASIS INITIALLY FOR A PERIOD OF TWO YEARS EXTENDABLE FOR 3RD YEAR AT THE SAME RATES, TERMS AND CONDITIONS.

2. INTERESTED LOGISTIC / WAREHOUSE AGENCIES HAVING CLOSED TYPE GODOWN CAN DOWNLOAD THE TENDER DOCUMENTS FROM WEBSITE: www.dredge-india.com www.dcitendersonline.com & www.tenders.gov.in. THE TENDERER SHALL FURNISH THE COST OF TENDER DOCUMENTS OF RS. 1,180.00. THE PAYMENT MUST BE MADE ONLINE AND THE PROOF OF PAYMENT SHOULD BE ATTACHED WITH TECHNICAL BID DOCUMENTS. THE DETAILS OF DCI CURRENT ACCOUNT AT SYNDICATE BANK IS AS FOLLOWS,

DCI CURRENT ACCOUNT NO. 35833070000014.

BANK NAME: SYNDICATE BANK.

BRANCH NAME: DCI LTD PORT AREA BRANCH, VISAKHAPATNAM – 530001 (INDIA).

IFSC / RTGS NO: SYNB0003583.

SWIFT CODE NO. SYNBINBB032.

4. LAST DATE FOR SUBMISSION OF THE FILLED IN TENDERS IS ON 20.10.17 AT 1500 Hrs. AND WILL BE OPENED ON THE SAME DAY AT 1530 Hrs.

5. THE CORPORATION RESERVES THE RIGHT TO ACCEPT OR DECLINE TO ACCEPT THE TENDER TO ANY PARTY/TENDERER AT ITS SOLE DISCRETION AND NO CORRESPONDENCE WILL BE ENTERTAINED IN THIS RESPECT.

PROJECT-IN-CHARGE
DCIL KOLKATA

SIGNATURE OF THE TENDERER WITH SEAL

SECTION – I

SCOPE OF TENDER FOR RENTAL LEASE AGREEMENT FOR A CLOSED STORAGE SPACE

The scope of TENDER is as indicated below:

1. The tenderer should provide Closed Space / Go-down on monthly rental basis on lease, for a period of Two years to Dredging Corporation of India Limited, Kolkata extendable for one more year at the same rates, terms and conditions on mutual consent by either the parties.
2. The tenderer will also provide for effective supervision (i.e. including Round—the-clock Security Arrangement) 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 godown should have the complete loading and unloading facilities of handling gear such as forklift, hydra / mobile crane up to 10 tons capacity and manual labour. However, payment will be made by us (DCI) as per quoted rates for loading / unloading per ton.
4. Handling of the materials including **(i) Receiving of Materials** i.e., Receiving of materials at godown coming by trucks / trailers, unloading of the materials, proper segregation of materials & storing, proper stacking of materials, identification Markings, if necessary. **(ii) Delivery / Dispatch of Materials** i.e., Identification of materials as per Delivery instruction, segregation of materials as per requirement, loading of materials onto trucks / trailers & gate out of Materials after proper security checks.

SIGNATURE OF THE TENDERER WITH SEAL

SECTION – II
GENERAL AND SPECIAL CONDITIONS

1. The Tender cover should be sealed and super scribed as “Hiring of storage space”.
2. The tenders will be received till 1500 hours on 20.10.17 at Dredging Corporation of India Ltd, Qtr No. B/3, CPT / KoPT Quarters, Nimak Mahal Road, Kolkata - 700043. 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 (Technical Bids) will be opened at 1530 hours on the due date (i.e. 20.10.17) 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” 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 paisa after decimal figures viz., Rs.2.15 Ps. And in the case of words, the word Rupees should precede and the words paisa 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.
10. If the amount 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.

SIGNATURE OF THE TENDERER WITH SEAL

15. All taxes (Except GST) 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. GST in respect of this lease / contract shall be paid extra as applicable to the logistic / warehouse agencies. However, GST 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. In the event of any breach of lease agreement / contract on the part of the agreement / contract, the Corporation reserves the right to forfeit the entire EMD amount submitted against this tender.
21. All rules and regulations governing the Dredging Corporation of India Limited shall be applicable.
22. 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.
23. 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
24. 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.
25. The tender is non transferable and if transferred, it is liable for rejection.
26. **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 pendelute. 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.

SIGNATURE OF THE TENDERER WITH SEAL

27. **LEGAL PROCEEDINGS:** Jurisdiction, for legal proceedings, if any, shall be at Visakhapatnam, India.
28. 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**).
29. Tenders which do not fulfill all or any of the above conditions or are incomplete in any respect, are liable for summary rejection.
30. The Godown is to be provided to Dredging Corporation of India Limited, Kolkata within 10 days of placement of work order. 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 the entire EMD amount will be forfeited.
31. 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 and the EMD amount submitted will be forfeited.
32. The tenderer shall see that no disturbance/obstruction is caused to the normal working of DCI and its employees.
33. Post- tender negotiations are banned, except in the case of negotiations with L-1 (i.e. lowest tenderer).
34. 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.

SIGNATURE OF THE TENDERER WITH SEAL

SECTION-III
TECHNICAL CONDITIONS

1. This Rental Lease Agreement shall be for a period of Two years extendable for one more (3rd year) year on the same rates, terms and conditions on mutual consent by either the parties.
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.
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 monthly rental charge, on submission of the bill. Bills shall be prepared strictly as per the agreed rates. The Corporation arranges to make payments against the bill, within a period of one month, 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 logistic / warehouse agency towards rental for the closed godown.
5. The tenderer shall comply with the following:
 - I. The tenderer shall be responsible for payment of all related taxes / GST / 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.
6. The tenderer shall ensure that the godown proposed to provide by them should have clear ownership title deed / valid lease agreement in their possession.
7. The tenderer shall furnish Earnest Money deposit of Rs. 30,000/- or submit Bank Guarantee for Rs. 30,000/- in favour of Dredging Corporation of India Limited valid for a **period of 3 months**, along with technical bid of this tender. The payment must be made online and the proof of payment should be attached with Technical Bid documents without which tender will be rejected.

SIGNATURE OF THE TENDERER WITH SEAL

DCI Current Account detail is as follows.

DCI CURRENT ACCOUNT NO. 35833070000014.

BANK NAME: SYNDICATE BANK.

BRANCH NAME: DCI LTD PORT AREA BRANCH, VISAKHAPATNAM – 530001 (INDIA).

IFSC / RTGS NO: SYNB0003583.

SWIFT CODE NO. SYNBINBB032.

- a) The EMD shall be valid for 30 days beyond the validity of the tender.
- b) Unsuccessful tenderers EMD will be discharged or returned as promptly as possible but not later than the expiration of the period of Tender validity as prescribed by DCI.
- c) The successful Tenderers EMD will be discharged up on the placement of work order and furnishing the Performance security.
- d) The earnest money deposit may be forfeited:

I. If a Tenderer:

- a) Withdraws its tender during the period of tender validity specified by the tenderer in the tender.
- b) Does not accept the correction of errors.

II. In the case of a successful tenderer, if the tenderer fails:

- a) To sign the work order.
- b) To furnish performance security.

8. Exemption for submission for submission of EMD.
 - i) SSI Units registered with NSIC for the tendered items, subject to production of documentary proof, as to the registered value.
 - ii) All Public Sector Undertakings.

9. **PERFORMANCE SECURITY:**

Within 5 days after receipt of the Work order, the tenderer shall furnish Performance Security to DCI. The proceeds of the Performance Security shall be payable to the DCI (Dredging Corporation of India Ltd) as compensation for any loss resulting from the Bidders failure to complete its obligations under the contract. A sum equal to 10% of the accepted value of works shall be deposited by the tenderer by only online A/C transfer or by way of irrevocable, unconditional bank guarantee from Scheduled / Nationalized Indian bank as performance security deposit in favor of Dredging Corporation of India Ltd, payable at Visakhapatnam.

Performance security deposit will not carry any interest. The performance security will be discharged by DCI and returned to the tenderer not later than 90 days following the date of completion of the tenderers performance obligations.

10. 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.

SIGNATURE OF THE TENDERER WITH SEAL

11. Submission of Tenders with both Technical & Price Bid papers in single cover is liable for rejection.
12. We require the Godown / Ware House fulfilling the following facilities to store our consignments.
 - a) The location of the Godown / Ware House should be nearer to Kolkata Port i.e., KPD / NSD Kolkata, preferably in and around Kidderpore area (i.e., within maximum distance of 5 K.M. from Kolkata Port) which is also well connected by road facility.
 - b) We need a closed area to the extent of 2,000 Sq.ft. approximately and exclusive for the use of DCI only.
 - c) Material Handling facilities are required such as forklift, Hydra / Mobile Crane etc. and labour, to handle the materials weighing upto 10 Ton capacity.
 - d) Manual Labour facility to be available in case of necessity.
 - e) Round the clock facility to be made available for loading and unloading the consignments keeping in view no-entry restrictions given by Kolkata Police, Traffic Department from time to time.
 - f) The godown should have the facility to easy maneuvering of trailers of 40 Ft Trailers and Trucks
 - g) 24 hours Security arrangements should be provided (i.e. including Round—the-clock Security Arrangement).
 - h) Any other infrastructure in connection with loading/unloading/ storing the consignments to be specified.
 - i) Handling of the materials including **(i) Receiving of Materials** i.e., Receiving of materials at godown coming by trucks / trailers, unloading of the materials, proper segregation of materials & storing, proper stacking of materials, identification Markings, if necessary. **(ii) Delivery / Dispatch of Materials** i.e., Identification of materials as per Delivery instruction, segregation of materials as per requirement, loading of materials onto trucks / trailers & gate out of Materials after proper security checks.
 - j) The godown should have surrounded with high boundary wall (minimum 10-12 Feet) with fencing.
 - k) Arrangements should be made for handling ODC (Odd dimension cargo) if required.
 - l) The requirement is for 2,000 sq. ft space on monthly basis. However, the logistic / warehouse agency should have provision to provide additional space of upto 1000 sq. ft if required by DCI. The payment for such space will be made on pro rata basis (Per sq. ft per day) only for the number of days utilized / stored.
 - m) Warehouse layout / map to be enclosed.

SIGNATURE OF THE TENDERER WITH SEAL

13. **Pre-Qualification Criteria:**

i) Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least Rs. 9.00 Lakhs.

ii) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -

a. Three similar completed works costing not less than the amount of Rs. 12.00 Lakhs.

or

b. Two similar completed works costing not less than the amount of Rs. 15.00 Lakhs.

or

c. One similar completed work costing not less than the amount of Rs. 24.00 lakhs.

Note: Similar work means providing warehousing facilities along material handling facilities.

iii) The closed godown which proposed for rental should be in their possession and should have approx. measuring area to the extent of 2000 sq.ft.

Documentary proof in support that the proposed godown is in the name of the owner / party. If the godown is hired, hired agreement should be valid for a period of 3 years from the placement of order.

The tenderer shall submit the copy of GST registration certificate.

Income Tax PAN number with a copy of same is to be submitted for verification.

14. The proposed godown for rent is subject to inspection by us for the feasibility with regard to facilities available as per this tender.

15. The Warehouse / logistic agency should have minimum experience of 10 years in the field of providing storage service along with material handling (loading, unloading, etc).

16. The Technical Bids will be opened on 20.10.17 at 1530 Hrs in the presence of such Tenderers/ their Authorized representatives who are present at that time.

17. 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)**

18. 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).**

19. The tenderer shall submit the copy of PF & ESI registration Certificates.

SIGNATURE OF THE TENDERER WITH SEAL

20. The tenderer shall submit the copy of GST Registration Certificate.
21. The Warehouse / logistic agency should have valid insurance policy. Copy to be enclosed.
22. Trade license from the local body to be enclosed.
23. Income Tax (PAN) No. with a copy of same is to be submitted for verification.

SIGNATURE OF THE TENDERER WITH SEAL

SECTION- IV
TECHNICAL BID

1.	Name of the Party	
2.	Address & Phone No.	
3.	Contact Person	
4	GST Registration No. (Attach Documentary proof)	
5.	Income Tax (PAN) No. (Attach Documentary Proof)	
6	E.M.D. particulars (BG / Proof of Payment towards EMD shall be kept in Technical Bid cover only)	
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 should be furnished.	
10	Please furnish an undertaking that the "Price Bid Cover" does not contain any counter conditions	
11	Whether Annexure-I, II & III of Genl. & Spl. Conditions & Tech. Specifications of the tender signed by the tenderer.	
12	Bank Account No.	

Place:

Date:

SIGNATURE OF THE TENDERER WITH SEAL

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.			
Description.	Quantity (A)	Rate per in Rs. (B)	Amount in Rs. (A x B)
Rental charges. (Rate per month to be quoted)	36 months		
Handling charges (loading) upto 5MT of each package/ bundle/ piece). (Rate per ton to be quoted)	540 tons		
Handling charges (unloading) upto 5MT of each package/ bundle/ piece). (Rate per ton to be quoted)	540 tons		
Handling charges (loading) above 5MT of each package/ bundle/ piece). (Rate per ton to be quoted)	180 tons		
Handling charges (unloading) above 5MT of each package/ bundle/ piece). (Rate per ton to be quoted)	180 tons		
Grand Total in INR	---	---	

NOTE: GST will be payable extra as per existing rates.

Income Tax/other statutory deductions from the bills as per the rates applicable from time to time will be deducted.

SIGNATURE OF THE TENDERER WITH SEAL

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 imported / Indian Ship Spares (Materials) etc. till such time necessary arrangements made for dispatching the same to our Dredgers at Haldia / Kolkata or other DCI Project Offices at various destinations in India by engaging suitable vehicles for transportation from time to time. Certain heavy spare parts are also required to be stored for long periods.

SIGNATURE OF THE TENDERER WITH SEAL

PROFORMA

Dated

To,

M/s. Dredging Corporation of India Ltd,
(A Govt. of India Undertaking)
KoPT Qtr No. B/3, CPT / KoPT Quarters,
Nimak Mahal Road,
Kolkata – 700043.

Dear Sirs,

Sub: - Hiring of storage space – Reg.

-:oOo:-

With reference to your Tender No. DCI/KOL/MAT/GODOWN/2017-18 DT. 06.10.17 and as per Clause **No. 17 of Section-III** - Technical Conditions of the Hiring of closed storage space 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,

(Name of the firm)
Authorized signatory

SIGNATURE OF THE TENDERER WITH SEAL

PROFORMA

ANNEXURE-II

Date:

To,

M/s. Dredging Corporation of India Ltd,
(A Govt. of India Undertaking)
KoPT Qtr No. B/3, CPT / KoPT Quarters,
Nimak Mahal Road,
Kolkata – 700043.

Dear Sirs,

Sub: - Hiring of storage space – Reg.

With reference to your Tender No. DCI/KOL/MAT/GODOWN/2017-18 DT. 06.10.17, 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,

(Name of the firm)
Authorized signatory

SIGNATURE OF THE TENDERER WITH SEAL

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at CORE – 2, 1st Floor, 'SCOPE MINAR' Plot No.2A & 2B, Laxminagar District Centre, Delhi – 110 091 (herein after called the "DCI") having agreed to exempt M/s. _____ having its registered office at _____ (hereinafter called the said "Tenderer") from payment, under the terms and conditions of Tender No. _____ Dated _____ made between the DCI and the Tenderer for _____ (hereinafter called the said "Tender"), of Performance Security Deposit in cash for the due fulfilment by the said Tenderer of the terms and conditions contained in the said Tender, on production of a Bank Guarantee for _____ (only).

We, _____ (indicate the name of Bank) (hereinafter referred to as the "Bank") at the request of M/s. _____, the said Tenderer, do undertake to pay to the DCI an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach whatsoever and of any kind by the said Tenderer of any of the terms or conditions contained in the said Tender.

2. We, _____ (indicate the name of Bank) do hereby unconditionally and irrevocably undertake to pay the amounts due and payable under this guarantee without any demur, merely, on a demand and without reference to the tenderer from 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 of any breach whatsoever and of any kind by the said Tenderer of any of the terms or conditions contained in the said Tender or by reason of the said Tenderer's failure or inability to perform the said Tender or any obligation / duty there under. Any such demand made on the Bank shall be conclusive both as regards the amount due and payable by the Bank under this guarantee and circumstances warranting, requiring or justifying the invocation. The Bank hereby confirms that this Bank guarantee constitutes a separate and independent obligation of the Bank and that it is in no way affected by any dispute what so ever that may arise between DCI and the Contractor or any financial difficulties of the contractor or even its possible liquidation. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

3. We, _____ (indicate the name of Bank) do hereby unconditionally and irrevocably undertake to pay to the DCI any money so demanded not withstanding 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 not have claim against us for making such Payment.

SIGNATURE OF THE TENDERER WITH SEAL

4. We, _____ (indicate the name of Bank) further agree 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 Tenderer 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 in writing under this guarantee has been received by us on or before _____ we shall be discharged from all liability under _____ this _____ guarantee _____ thereafter.

5. We, _____ (indicate the name of Bank) further agree with the DCI that the 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 to 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 the change in the constitution of the Bank or the said _____ Tenderer.

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

8. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted upto a sum of _____ (_____

only) and shall expire on _____ unless a demand or claim under this guarantee is received by us in writing on or before _____, all your rights under this guarantee shall be forfeited and we shall stand relieved and discharged from all our liabilities there under. This instrument should be returned to us upon its expiry or settlement of claim(s), if any, there under, whichever is earlier.

Dated the _____ day of _____ 2017
for _____

(Indicate the name of the Bank)

SIGNATURE OF THE TENDERER WITH SEAL

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Bank Guarantee No.

Date

To
Dredging Corporation of India,
Qtr No. B/3, CPT / KoPT Quarters
Nimak Mahal Road, Kolkata - 700043

WHERE AS (hereinafter called “the Tenderer” has submitted its tender datedfor the execution of (name of work).....(hereinafter called “the Tender”) in favour of DREDGING CORPORATION OF INDIA LIMITED, Dredge House, Port Area, Visakhapatnam – 530 001 hereinafter called the “CORPORATION”.

KNOW ALL MEN by these presents that we, (Bankers full address)

(Hereinafter called “the Bank” are bound unto the Corporation for the sum of Rs.....(Rupees.....only) for which payment will and truly to be made to the said Corporation, the Bank binds itself, its successors and assigns by these presents:

THE CONDITIONS of this obligation are:

1. If the Tenderer withdraws his Tender during the period of Tender validity specified in the Tender or having been notified of the acceptance of his Tender by the Corporation during the period of Tender Validity.
2. Fails or refuses to execute the Agreement, if required or
3. Do not commence the work as per the Letter of Intent or Word Order

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

Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs.....(Rupeesonly) and will remain in force up to 120 days from the date of opening of Second Cover / Finance Bid, and any demand in respect thereof must reach the Bank not later than the date of expiry of this guarantee failing which all the rights of the Corporation under the guarantee shall be forfeited and the Bank shall be deemed to be relieved or discharged from all liabilities hereunder.

Dated.....day of2017

For (Indicate Name of the Bank)

SIGNATURE OF THE TENDERER WITH SEAL