

## Bid Corrigendum

GEM/2024/B/5588792-C1

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

### Buyer Added Bid Specific Additional Terms and Conditions

1. OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration
2. Buyer uploaded ATC document [Click here to view the file.](#)

### Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1

bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

\*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5588792  
Dated/दिनांक : 08-11-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	22-11-2024 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	22-11-2024 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Ports, Shipping And Waterways
Department Name/विभाग का नाम	Dredging Corporation Of India Limited
Organisation Name/संगठन का नाम	Dredging Corporation Of India Limited
Office Name/कार्यालय का नाम	Dredge House Port Area Visakhapatnam
Item Category/मद केटेगरी	Custom Bid for Services - DREDGING AND ALLIED SERVICES
Similar Category/समान श्रेणी	<ul style="list-style-type: none"><li>Support Services</li></ul>
Contract Period/अनुबंध अवधि	7 Month(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	3645 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	7 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	1215000000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes
Arbitration Clause	No
Mediation Clause	No

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	6075000

#### ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

JT. GEN. MANAGER  
DREDGE HOUSE PORT AREA VISAKHAPATNAM, Dredging Corporation of India Limited, Dredging Corporation of India Limited, Ministry of Ports, Shipping and Waterways  
(Nielkawsiem)

#### MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
4. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
  1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
  2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
  3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Introduction about the project /services being proposed for procurement using custom bid functionality:**[1731063598.pdf](#)

**Instruction To Bidder:**[1731063742.pdf](#)

**Pre Qualification Criteria ( PQC ) etc if any required:**[1731063751.pdf](#)

**Scope of Work:**[1731063758.pdf](#)

**Payment Terms:**[1731063774.pdf](#)

**Penalties:**[1731063786.pdf](#)

**Quantifiable Specification / Standards of The Service/ BOQ:**[1731063793.pdf](#)

**Project Experience and Qualifying Criteria Requirement:**[1731063807.pdf](#)

**GEM Availability Report ( GAR):**[1731063817.pdf](#)

**Buyer's Competent Authority Approval:**[1731063823.pdf](#)

**Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:**[1731063948.pdf](#)

**Pre Bid Detail(s)**

Pre-Bid Date and Time	Pre-Bid Venue
13-11-2024 12:00:00	thru Webex link: <a href="https://dcil21.webex.com/meet/dotsectt">https://dcil21.webex.com/meet/dotsectt</a>

**Custom Bid For Services - DREDGING AND ALLIED SERVICES ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	DREDGING AND ALLIED SERVICES
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Nielkhawsem	530022,H B Colony Main Road, Seethammadhara, VISAKHAPATNAM	1	N/A

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

### 2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



**DREDGING CORPORATION OF INDIA LIMITED**  
**“Dredge House”, H. B. Colony Main Road,**  
**Seethammadhara, Visakhapatnam,**  
**Andhra Pradesh- 530022, India**



**INVITATION OF BIDS FOR**  
**“CHARTERING OF TRAILER SUCTION HOPPER**  
**DREDGERS ON DAILY CHARTER BASIS FOR**  
**MAINTENANCE DREDGING WORKS AT PPA, CSL AND**  
**OTHER PORTS” for a period of 7+7 months**

Tender No. DCI/HO/OPS/MD/Chartering TSHD/2024-25

Date: 08-11-2024

**NOTICE INVITATING TENDER FOR**  
**“CHARTERING OF TRAILER SUCTION HOPPER DREDGERS ON DAILY**  
**CHARTER BASIS FOR MAINTENANCE DREDGING WORKS AT PPA, CSL AND**  
**OTHER PORTS”** for a period of 7+7 months

1. The Dredging Corporation of India Limited (DCI), Visakhapatnam is a premier dredging company of India under the administrative control of four major ports of India i.e. Visakhapatnam Port Authority, Jawaharlal Nehru Port Authority, Paradip Port Authority and Deendayal Port Authority.

DCI invites online bids from reputed and established entities/firms engaged in dredging operations for the chartering of Trailer Suction Hopper Dredgers (TSHDs) with a hopper capacity of not less than 7,000 CuM (the Dredger(s), along with all necessary accessories, on a charter basis to undertake maintenance dredging at Paradip and other projects like Cochin Shipyard Limited/ Southern Naval Command or any other projects within India for the year 2024-25. The charter period is for a period of Seven months and extendable for another seven months, depending on operational requirements, for TSHDs with a hopper capacity of 7,000 CuM and above. Detailed technical specifications for the dredgers are to be provided in Annexure-6. Bidders are expected to ensure that the dredgers meet all necessary regulatory and operational standards and are equipped with the latest technology to optimize efficiency. Preference will be given to firms with proven experience in similar projects and a demonstrated ability to meet project timelines and performance expectations.

Interested eligible Tenderers/ Bidders may download the bid documents from the Government e-Marketplace (GeM) portal. The downloading of document shall be carried out strictly as per the provision provided on the website. No editing, addition, deletion of matter shall be permitted. If such action is observed at any stage, such proposals are liable for outright rejection. Bids should be submitted only on-line and no physical (offline) submission will be accepted under any circumstances.

DCI reserves the right to reject tender/ bid received with counter condition(s) and Conditional tenders or tenders with counter conditions are liable for summary rejections.

2. Firms have to submit the bids through websites: <https://gem.gov.in> . The interested firm has to get themselves enrolled on the above portal (GeM) and follow the procedure laid therein for submission of bid. The complete bid document shall be available on the website.

3. **Schedules:**

**DREDGING CORPORATION OF INDIA LIMITED**  
**NIT No. DCI/HO/OPS/MD/ Chartering TSHD/2024-25 dtd.08.11.2024**

A	Name of Work	Invitation of Bids for 'Chartering of Trailer Suction Hopper Dredgers on daily charter basis for maintenance dredging works at PPA, CSL and other ports in India.				
B	Estimated Cost (Excluding GST)	i) For Paradip Port : Rs. 69.00 Crs. ii) For Cochin Shipyard : Rs. 52.50 Crs. iii) Total value : Rs.121.50 Crs.				
C	Area of Operation	PARADIP, CSL Kochi and other Indian Ports only.				
D	Cost of bid document	<b>INR 5,900/- (Rupees five thousand nine hundred only) including GST (non-refundable)</b> by way of RTGS or similar online transaction to the DCI account. Copy of the transaction details to be submitted with the bid document in Cover-I, without which the bid shall be deemed invalid.				
E	Earnest money deposit	<p>Bid must be accompanied with Earnest Money Deposit (i.e. ) as per the amounts mentioned in the below table by way of RTGS or similar online transaction to the DCI account or 'Bank Guarantee' strictly as per the format given in Annexure-5 (as the case may be) of the bid Document.</p> <p>Bidder shall ensure that EMD submitted in the form of 'Bank Guarantee' should have a validity of at least two months beyond the validity of the Bid. The "Bank Guarantee" shall be from any Indian Nationalised Bank/Scheduled commercial bank.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Dredger</td> <td style="width: 30%;">EMD</td> </tr> <tr> <td>TSHD of minimum 7,000 Cum hopper capacity and above</td> <td>Rs.60,75,000/-</td> </tr> </table> <p>Any Bid not secured in accordance with above stated conditions may be rejected by DCI as non-responsive.</p> <p>Notwithstanding anything contained herein, the EMD will be forfeited in any of the following cases:</p> <ol style="list-style-type: none"> <li>a) If a Bidder withdraws his Bid during the 'Period of Bid Validity';</li> <li>b) If a Bidder has indulged in corrupt/ fraudulent /collusive/ coercive practice;</li> <li>c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission);</li> <li>d) Violates any other condition, mentioned elsewhere in the Bid Document, which may lead to forfeiture of EMD.</li> <li>e) In the case of a successful Bidder, if the Bidder fails:                         <ol style="list-style-type: none"> <li>(i) to acknowledge receipt of the "Work order" or "Letter of Acceptance [LOA]",</li> <li>(ii) to furnish "Performance Guarantee" in accordance with "Annexure-8"</li> </ol> </li> </ol>	Dredger	EMD	TSHD of minimum 7,000 Cum hopper capacity and above	Rs.60,75,000/-
Dredger	EMD					
TSHD of minimum 7,000 Cum hopper capacity and above	Rs.60,75,000/-					
F	Bid validity	The bid validity period shall be 90 days from final 'Due Date of submission'.				
G	DCI account details for online payment	Name of beneficiary: <b>DREDGING CORPORATION OF INDIA LIMITED</b> Account No.: <b>35833070000014</b>				

**DREDGING CORPORATION OF INDIA LIMITED**  
**NIT No. DCI/HO/OPS/MD/ Chartering TSHD/2024-25 dtd.08.11.2024**

		<p>IFSC Code: <b>CNRB0013583</b>  Account Type: <b>CURRENT ACCOUNT</b>  Name of the Bank: <b>CANARA BANK</b>  Branch address: <b>DCIL Branch, Ground Floor, Dredge House, H.B. Colony Main Road, Seethammadhara, Visakhapatnam, Andhra Pradesh- 530022</b>  MICR code: <b>530015032</b>  Bidders shall obtain confirmation for receipt of bid document FEE / EMD from <a href="mailto:treasury@dcil.co.in">treasury@dcil.co.in</a> (with copy to <a href="mailto:hodops@dcil.co.in">hodops@dcil.co.in</a>) and a copy of transaction details shall be submitted along with the bid.</p>
H	Place of obtaining bid documents	<p>The bid documents can be downloaded from the below mentioned websites:  <a href="https://gem.gov.in">https://gem.gov.in</a> and <a href="http://www.dredge-india.com">http://www.dredge-india.com</a></p>
I	Bid issue date	<b>From 08.11.2024 to 22.11.2024 up to 1300 hours</b>
J	Last date for receipt of pre-bid queries by Employer from bidders.	<b>12.11.2024 up to 1700 Hrs.</b>
K	Pre-bid meeting scheduled on	<b>13.11.2024 at 1200 Hrs. thru Webex link:</b> <a href="https://dcil21.webex.com/meet/dotsectt">https://dcil21.webex.com/meet/dotsectt</a>
L	Date of uploading clarifications for pre-bid queries by DCI in GeM portal	<b>14.11.2024 up to 1700 Hrs.</b>
M	Due date of submission	<b>Up to 1700 hours on 22.11.2024</b>
N	Address to which original hard copy of EMD BG, Power of Attorney, Integrity pact, etc. should be sent	<b>The Head of Department (Operations),  “Dredge House”, H.B. Colony Main Road,  Seethammadhara, Visakhapatnam,  Andhra Pradesh- 530022</b>
O	Date & Time of opening of Technical bids	<b>@ 1730 hours on 22.11.2024</b>
P	Date & Time of opening of Price bids	Will be informed later to technically qualified bidder(s)

4. Bidders are advised to submit their Price Bid(s) strictly as per the BoQ online based upon the layout, technical specifications, terms and conditions contained in the bid document after going through the specifications and condition of the dredger. The Financial Bid should contain the Bill of Quantities (Price Bid), which shall be submitted only in e-tendering mode.

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Price bid (Bill of Quantities) in the provided format is to be submitted through e-tendering mode only on <https://gem.gov.in> before due date and time of submission. Electronic bids received after the stipulated last date and time for receipt of bids, due to any reasons will not be considered.

5. The bids shall be submitted **in single stage two bid system** as per the following:

The Technical Bid containing all requisite enclosures are to be uploaded in “.pdf” format under “Techno Commercial Bid”.

The Financial Bid as per BOQ format is required to be uploaded under “Financial/ price Bid / Bill of Quantities (BOQ)” in “.xls” format and duly signed with company seal in pdf format (scan copy).

Both the above bids are to be uploaded at a time on or before the due date and time specified. Tenderer should ensure that his tendered amount as per Financial/ price Bid / Bill of Quantities (BOQ) are not mentioned in any other document directly or indirectly.

If any of the bids are not uploaded properly as required by GeM portal website, the said bids cannot be decrypted/ opened by the Employer and hence the bids cannot be considered. In such cases, Employer will assume no responsibility and hence the bidders shall take proper care and ensure that their bids are properly uploaded with all the requisite documents.

6. This notice of NIT is being issued with no financial commitment and the DCI reserves the right to change or vary any part thereof at any stage. DCI also reserves the right to withdraw the NIT, should it become necessary at any stage.

7. **Brief description of Bidding Process**

- a. The bidding process involves qualification of interested parties and selection of bidder who make an application in accordance with the provisions of this NIT (the "Applicant/ Bidder").
- b. Any request for further information or clarification on the bid document may be submitted in writing through email ([hodops@dcil.co.in](mailto:hodops@dcil.co.in)) to HOD (Operations), Dredging Corporation of India Limited, at the above email ids. DCI may respond to the queries raised/ clarifications sought to the best of its ability. However, no extension of the time or date of bid submittal may be accepted on the ground that DCI has not responded to any query/ clarification raised by any party.
- c. DCI at its discretion may extend the due date for submission of bids and the decision of DCI in this respect would be final & binding on the respondents. In the event of changes in the time schedule, Dredging Corporation of India Limited shall notify the same only through <https://gem.gov.in> and [www.dredge-india.com](http://www.dredge-india.com). Interested parties are advised to check the above website(s) regularly for corrigenda/ addenda if any, which will be published only in the above website(s).
- d. No oral modification or interpretation of any provisions of this bid shall be valid. Written communication shall be issued by DCI when changes, clarifications or amendment to the bid document is deemed necessary by DCI at its sole discretion.
- e. Bid submittals should be in English. Duly authorized representative shall sign on each page of the documents along with official seal. Bids should be prepared in such a way to provide a straight forward, concise description of Applicants and capabilities to satisfy the requirements of this NIT.

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- f. If at any time during the evaluation of bids, DCI requires any clarification on the documents submitted by the prospective parties, it reserves the right to request a clarification so as to complete the evaluation.
- g. Bid which is found to be incomplete in content and/or attachments and/or authentication etc. is liable to be rejected.
- h. DCI reserves the right to reject tender/ bid received with counter condition(s) and Conditional tenders or tenders with counter conditions are liable for summary rejections.
- a. **Pre-Qualification Criteria:**
  - 1. Experience of having successfully completed similar types of works for carrying out Maintenance dredging works by deploying TSHD during last seven years ending October 2024 should be any of the following:
    - (i) Three similar completed works each costing not less than the amount of Rs.4860 lakhs excluding GST (or)
    - (ii) Two similar completed works each costing not less than the amount of Rs.6075 lakhs excluding GST (or)
    - (iii) One similar completed work costing not less than the amount of Rs. 9720 lakhs excluding GST

In case, if any firm submits the similar work experience from foreign firm, they must submit the TDS Traces / Certificate or exemption certificate from IT department, Govt. of India.

If the bidder executed the work in private organization, Bidder has to submit necessary TDS (Tax deduction certificate) against the executed works issued by competent authority.

The technical and financial credentials of the parent company will be considered for qualification only in case of wholly owned Indian subsidiary company. Bidder shall submit "Guarantee of Support" (in form of legal binding) from the parent company (owner) along with the bid to the effect that the parent firm shall support the India subsidiary by means of equipment, services, and financial, in the event of their failure in completion of the work as per the tender conditions.

DGS Circular no. 2 of 2021 dated 14.01.2021 shall be applicable for exercise of right of first refusal-grant of license to foreign flag vessel. In this regard, guideline issued by DG Shipping shall be applicable from time to time.

Bidder shall indicate the authenticated exchange rate(s) obtained from bank in their PQ Bid, as applicable. Similarly, if the value of the work is in a currency other than specified in the Technical criteria of Bidder Qualification Criteria, then the exchange rate on the date of completion of the work shall be considered.

If Bidder, an Indian subsidiary / company of a foreign company is qualifying for bidding based on the qualifications of its Parent Firm, the bidder will not be eligible for the right of first refusal under this clause even if all the dredgers belong to the bidder are Indian Flag / Indian Controlled ships.

The Indian firm /companies owning Indian flag dredgers shall have right of first refusal before the contract is given to any Indian subsidiary / company of a foreign company only if the bid of the Indian company is within 10% of the lowest technically qualified and they shall have to undertake the work by entering in to a contract with DCI exactly similar to the contract which would have been entered into with the lowest tenderer i.e. the contract shall be on a commercial format. If more than one Indian company participate in the tender, the right of first refusal will go to that Indian company which has quoted the lowest and is within 10% of the lowest technically qualified offer subject to obtaining security clearance. If an Indian flag vessel is not available, then "Indian controlled ships" shall be accorded higher priority in the Right of First refusal than Non-Indian Flag Vessels.

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- (iv) Average Annual financial turn over during last 3 years ending 31<sup>st</sup> March 2024 should be at least Rs.3645 lakhs

In case of annual turnover indicated in foreign currencies, the same shall be converted to Indian Rupee at the exchange rate indicated in the annual report and if not indicated in the annual report, then exchange rate as applicable on last date of the respective accounting year shall be considered.

Prequalification of Bidders is subject to security clearance from Govt. of India and their Price Bids will be opened only on obtaining such **security clearance**. The bidder shall submit detailed information as per Annexures {**Annexure-10 (A) & (B)**} along with the bid documents. DCI shall provide necessary support in obtaining such clearance from concerned Ministries/ Authorities.

Charterer shall not be responsible to the Owner where clearance is required by the Customs or DG Shipping for bringing the dredger(s) and other plant, material and other things required.

It is the responsibility of the Owner to obtain all the clearances from appropriate authorities for the mobilisation of the dredging spread and marine spread, at his own cost.

- (v) The bidder shall possess by Absolute Ownership / Disponent Ownership/ charter of the Trailer Suction Hopper Dredger (TSHD) with hopper capacity 7000 CuM and above.

\* Similar works means carrying out and completed capital dredging / maintenance dredging by deploying TSHD during last years ending October 2024.

Interested eligible Tenders may download the tender document from GeM portal only and hosted in websites: <https://gem.gov.in/> and <https://dredge-india.com> also.

- (vi) In case of chartering the dredger, an "Irrevocable letter of Authority" from the owner will have to be produced by the bidder to the effect that the dredger so chartered shall not be withdrawn till completion of the work.

If the bidder is a wholly owned Indian subsidiary company, the dredgers offered for deployment belongs to Parent Company/ Group Company, the bidder has to submit the proof of authenticated latest document of ownership. Further, Bidder shall submit "Irrevocable letter of Authority" (in form of legal binding) from the parent /group company (owner) along with the bid to the effect that the dredger shall not be withdrawn till the satisfactory completion of the project.

- (vii) The bidder should be owning / confirmed charter agreement for possessing Trailer Suction Hopper Dredger (TSHD)(s) with a hopper capacity not less than 7,000 Cum. Documentary evidence of ownership/ confirm charter agreement for possessing of TSHD(s) with hopper capacity of 7,000 Cum or above shall be furnished along with a detailed list of floating crafts, Survey launch, suitable dredger to dredge at Berth face and other equipment, instruments, etc.
- (viii) Certificate of Registry for the dredger and other accessories including equipment for berth face dredging proposed for deployment of work.
- (ix) All vessels/ equipment proposed to be deployed by the bidder should conform to DG Shipping standards and in possession of all valid certificate/ statutory documents, insurance coverage, P&I including wreck removal and pollution mitigation throughout the dredger's stay at Paradip/ Kochi or at any other ports during its deployment under this charter agreement. Class Certificate, load line certificate, license, registration, etc. shall be verified from time to time as per Port Entry regulation 2012.
- (x) The owner of the dredger shall undertake to ensure that the dredger certificates, Insurance and P&I remains valid throughout the dredgers stay at Paradip/ Kochi.

**8. Eligibility Criteria**

The bidder must meet the following eligibility criteria to qualify for participating in the bidding:

- a. The firm may be in the business of Dredging/ Marine/ Port operations/ Agent/ Marine Infrastructure/ Civil works and combination thereof for at least 7 years.**
- b. The firm should be a single entity and JV/consortiums are not allowed.**
- c. The bidder must have Minimum Working Capital of at least 30% of the above qualified turnover as per last audited annual financial statement.**

**Bidders have to submit all relevant supporting documents in the technical bid to satisfy above requirements. Turnover, Net worth and working capital should be certified by the Chartered Accountant. Failing to submit the relevant documents will lead to rejection of that particular bid.**

**9. Minimum Eligibility Criteria:**

- i)** The Owner shall have to deploy trailer suction hopper dredger (TSHD) of hopper capacity not less than 7,000 Cum.
- ii)** The Bidder should be owning /confirmed charter agreement for possessing one Trailer Suction Hopper Dredger (TSHD) with a hopper capacity not less than 7,000Cum.
- iii)** The efficiency suction hopper dredger, Trailing Suction Hopper Dredgers (TSHDS):
  - a) It should be fitted with twin / single screw with bow thrusters.
  - b) The load and draft indicator, to be inspected and certified by classification Society being a member of IACS. The certificate issue date should be within a years' period of the certificate to be renewed annually.
- iv)** The owner of the dredger shall undertake to ensure that the dredger certificates, Insurance and P&I remains valid throughout the dredgers stay at PPA Paradip, CSL and other ports"
- v)** The TSH Dredger to be deployed shall be suitable to comply On-line dredging Monitoring system. The dredger shall possess all valid vessel related certificate / documents, insurance coverage, P&I including wreck removal and pollution mitigation throughout the dredger's stay at PPA/CSL/Other ports. Vessel certificate shall be verified from time to time as per Port Entry regulations 2012.

10. Interested firms are requested to go through and fill up the bid documents enclosed. The bid documents shall be enclosed with relevant supporting documents/ information and shall provide complete details of the intended bidder. The documents should be strictly as per the bid document and no editing, addition, deletion or modification of bid document as hosted on website is permitted. If such action is observed at any stage, such bid will not be considered and will be summarily rejected.

11. The bidding process shall be governed by, and construed in accordance with, the laws of India and the Courts at Visakhapatnam shall have exclusive jurisdiction overall disputes arising under, pursuant to and/ or in connection with the bidding process.

**12. Nature of proposed Charter and Areas of operations:**



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- a. The charterer should agree to deploy TSHD(s) on charter as per the general terms and conditions of charter hire agreement at Annexure-7, wherein the responsibilities of Owner (DCI) and Charterers are clearly defined.
- b. The dredgers shall be deployed for legal operations in the waters of India only.

**13. Inspection of Dredgers:**

The Dredger should be available for Inspection from the date of hosting the tender till the day before submission of bid/ extended date of submission of bid or at any stage of tender/ contract. DCI may visit the dredger at his own cost and the present location & address and contact details are to be provided in this bid.

**14. Right to accept or reject any or all Applications:**

- a. Notwithstanding anything contained in this NIT, DCI reserves the right to accept or reject any Application/ bid and to annul the bidding Process and reject all Applications, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.
- b. DCI reserves the right to disqualify any Applicant during or after completion of bidding process, if it is found there was a material misrepresentation by any such Applicant or the Applicant fails to provide, within the specified time, supplemental information sought by DCI or suppression/ non-disclosure of material facts by the party.
- c. DCI reserves the right to verify all statements, information and documents submitted by the Applicant in response to the NIT. Any such verification or lack of such verification by DCI shall not relieve the Applicant of his obligations or liabilities hereunder nor will it affect any rights of DCI.

**15. Documents to be submitted with Bid:**

- a. Document fee and EMD as per Annexure-5, if submitted in the form of BG
- b. Documentary evidence/ proof in support of PQ criteria, eligibility criteria and minimum eligibility criteria
- c. Annexure-1 duly filled & signed along with information required as per annexure and supporting documents thereof.
- d. Profile of the company, copy of Articles & Memorandum of Association or partnership deed.
- e. Annexure-2 Letter of application duly filled & signed
- f. Annexure-3 Financial information (Copies of Applicant's duly audited balance sheets and profit & loss statements for the preceding three years ending March 2024 & other relevant documents as per eligibility criteria).
- g. Annexure-4 Integrity Pact (02 sets of Original, executed on Rs.100/- stamp paper)
- h. Annexures-6, 10, 11, 12, 13 & 14 are to be duly filled and signed on Bidder's letter head
- i. The complete bid/ tender document, pre-bid clarifications, corrigendum/ addendum, if any, duly signed & stamped from bidder
- j. Documentary Proof of turnover and similar work experience.
- k. PAN issued by Income Tax Authority
- l. GST Registration Number
- m. Registration with Provident Fund Authorities

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- n. Power of Attorney on stamp paper in favour of the person authorised to sign the bid document
- o. Any other relevant data like details of floating crafts (dredgers, tugs, barges, etc.) owned, details of past completed similar charter agreements, if any, etc.
- p. The firm who submits the above documents and after evaluation qualifies under the Eligibility criteria; shall be considered for further evaluation i.e. for opening of Cover-2 Price bid i.e. Charter hire proposal.
- q. **The original documents, viz. (i) Power of Attorney, (ii) Integrity Pact, (iii) EMD in case of Bank Guarantee and (iv) Irrevocable letter of Authority from the owner of Dredger (in case of charter) are to be submitted within 7 days from the due date and time of the tender submission.** If Original hard copy is not submitted at DCI Head office within the stipulated time/ period, such bid shall be liable for rejection.

**16. Integrity Pact (IP)**

Integrity Pact shall cover this tender throughout its various phases, and IP would be deemed as a part of the contract though an appropriate provision. The bidders should sign and submit "Integrity Pact" (02 sets) to be executed between the bidder and should submit to the Head of Department (Operations), Dredging Corporation of India Limited, Visakhapatnam in a closed envelope super scribed "Integrity Pact" along with Name of the Tendered work, **within 7 days from the due date and time of the tender submission.** If Original hard copy is not submitted at DCI Head office within the specified date, such bid shall be liable for rejection. IP would be implemented through either of the following Independent External Monitors (IEM) for this tender.

Shri. Kishore Kumar Sansi,  
B-301, Badhwar Apartments Sector-6,  
Plot No. 3, Dwarka,  
West Delhi-110075  
Mobile: +91-9686009000  
Email: kishoresansi@hotmail.com

Shri. P. K. Dash, I.A.S. (Retd.)  
Near Laharpur Dam, Bhopal  
203, Subh Niwas, 12-13-548,  
Mobile: +91-9425011441,  
Email: pkdash81@gmail.com

For full details of the scheme of IP, you may visit the website of Central Vigilance Commission, New Delhi.

Signatories to the Integrity Pact with regard to this contract can represent a matter with regard to the contract to the Independent External Monitors (IEMs) under the Integrity Pact Provisions. Firms signing the Integrity Pact shall not approach for Negotiation/ Conciliation/ Arbitration/ Adjudication while representing matters to the IEMs and the firm will await their decision in the matter.

**17. CONFIDENTIALITY**

Each of the Parties hereby warrants and undertakes, except with the consent of the other Party, not to use or disclose any information obtained by either Party under this NIT unless and until such information becomes generally available to the public.

**18. NOTICES**

All notices and communications shall be sent to the authorized representatives identified by each party for the purpose.

**19. DISCLAIMER**

The information contained in this bid document (the "NIT") or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of DCI or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this NIT and such other terms and conditions subject to which such information is provided.

This NIT is not an agreement and is neither an offer nor invitation by DCI to the prospective Applicants or any other person. The purpose of this NIT is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this NIT.

DCI also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this NIT.

The issue of this NIT does not imply that DCI is bound to select and shortlist Applicants for next stage or to enter FORMAL CHARTERING agreements with shortlisted Applicants.

**Application form**

1	(a) Name of the Firm (b) Full address. (c) Tele/ fax Number(s): (d) Telephone/ Mobile Number(s): (e) E-mail Address:	
2	Year and date of establishment of Business & Experience	
3	Nature of Business	
4	Whether Proprietorship/ Private/ Partnership/ Public Ltd Company/ (Please furnish copy of Partnership Deed/ Articles of Association and Organizational Chart)	
5	Whether your firm is listed with any stock exchange. If Yes, details there of:	
6	Names of Proprietors / Partners / Directors and their other business (if any):	
7	Names of your Bankers and their address: (Please attach a certificate from your bankers about your financial status and credit facility available to you.)	
8	Please state whether Proprietors / Partners /Directors have any relation with any PSU in India or with other Shipping lines. If so, kindly furnish details:	
9	List of floating crafts available with the applicant duly providing the details	
10	Names and addresses of your clients, from whom you have taken vessels on charter in the past, duly providing the details.	

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11	Whether your firm has been disqualified by any Government/ Shipping Company / client, at any time in the past. If yes, state reasons:	
12	Please give details of office infrastructure in India/ Abroad:  a. Head / Registered office b. Number of offices owned by the firm and their location each c. Number of employees and Master-Mariners with break-up office location wise	
13	Name & IMO reg. no. of the TSHD(s) proposed for this bid and its present location / Port	

**Letter of Application**

*(To be submitted on the letter head of the party submitting the bid)*

To,  
HOD (Operations)  
Dredging Corporation of India Ltd.  
Dredge House, H.B. Colony Main Road,  
Seethammadhara, Visakhapatnam-530022

Subject “Chartering of Trailer Suction Hopper Dredgers on daily charter basis for maintenance dredging works at PPA, CSL and other ports in India” for a period of 7+7 months-Reg

With reference to your notice for NIT dated \_\_\_\_\_ we have examined the NIT terms and conditions, specifications proposed charter agreement and understood its contents. We are interested to Charter the TSHD of 7,000 Cum OR higher hopper capacity on charter and hereby submit our bid for chartering.

- a) We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct. We have furnished all information and details necessary for bidding and have no further pertinent information to supply.
- b) We confirm to make available to DCI, within the stipulated time, any additional information it may find necessary or require to supplement or authenticate the pre-qualification statement.
- c) We also allow, in case required by Charterer, HOD (OPS), Dredging Corporation of India Limited or his authorized representative to approach individuals, employers and entities to verify our competence and general reputation.
- d) We agree and undertake to abide by all the terms and conditions of the bid document.

In witness thereof, I/we submit this application under and in accordance with the terms of the bid document.

Yours faithfully,

*(Signature, name and designation of the Authorised Signatory)*

(Name and seal of the Bidder)

Date:

Place:

**Financial Information**

*(This form to be duly self-certified by Bidder and supporting documents to be enclosed dully certified by a Chartered Accountant)*

**Average turnover**

Financial year	Turnover in Indian rupees
2023-24	
2022-23	
2021-22	
Average	

**Net worth (in INR)**

Year	Cash accruals	Net worth	Working Capital
<b>2023-24</b>			
<b>2022-23</b>			-
<b>2021-22</b>			-
<b>2020-21</b>			-
<b>2019-20</b>			-
<b>2018-19</b>			-
<b>2017-18</b>			-

**Instructions:**

1. The Applicant shall attach copies of the balance sheets, profit & loss, financial statements and Annual Reports for 3 (three) years (audited and duly signed by Chartered accountant) preceding the Application Due Date. The financial statements shall:
  - (a) Reflect the financial situation of the Applicant;
  - (b) Have been audited by a statutory/ certified auditor;
  - (c) Be complete, including all notes to the financial statements; and
  - (d) Correspond to accounting periods already completed and audited.
2. Net Cash Accruals shall mean Profit After Tax + Depreciation.

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3. Net worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity share holders).
4. The Applicant shall provide an Auditor's Certificate specifying the Net worth of the Applicant and also specifying the methodology adopted for calculating such Net worth.
5. Information on credit facility available with the bidder.
6. All boxes in Annexure -3 has to be filled by bidder and self validated.



**INTEGRITY PACT**

*(To be executed on Rs.100/- non-judicial stamp paper in two sets)*

Dredging Corporation of India Limited (DCIL) hereinafter referred to as “The Principal”.

And

\_\_\_\_\_ (*Indicate firm name*) hereinafter referred to as ‘The Bidder/ Owner’

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for \_\_\_\_\_ (*Name of the work*). The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and /or Owner(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 - Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2 - Commitments of the Bidder(s)/ Owner(s)**

1. The Bidder(s)/Owner(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/ Owner(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

- b. The Bidder(s)/ Owner(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal.

This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The Bidder(s) / Owner(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s)/ Owners will not use improperly, for purposes of competition or personal gain, or passion to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/ Owner(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the bidder(s)/ Owner(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/ Owner(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. *Copy of the “Guidelines on Indian Agents of Foreign Suppliers” as annexed and marked as Annexure-A.*
- e. The Bidder(s)/Owner(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/ Owner(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3: Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/ Owner(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Owner(s) from the tender process.

### **Section 4: Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Owner liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5: Previous Transgression**

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken.

**Section 6: Equal treatment to all Bidders/ Owners/ Sub Owners.**

1. The Bidder(s)/ Owner(s) undertake(s) to demand from all sub Owners a commitment inconformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all bidders, Owners and sub Owners.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7: Criminal charges against violation Bidder(s)/ Owner(s)/ Sub Owner(s).**

If the Principal obtains knowledge of conduct of a Bidder, Owner or Sub Owner, or of an employee or a representative or an associate of a Bidder, Owner or Sub Owner which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer (CVO).

**Section 8: Independent External Monitor/ Monitors**

1. The Principal appoints competent and credible Independent External Monitors (IEMs) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, DCIL.
3. The Bidder(s)/ Owner(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Owner. The Owner will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub Owners. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Owner(s)/ Sub-Owner(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Owner. The parties Offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman, DCIL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit Proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to/ provided to Independent Directors on the DCIL Board.

8. If the Monitor has reported to the Chairman DCIL, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman DCIL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word 'Monitor' would include both singular and plural.

10. Integrity Pact would be implemented through the Independent External Monitor (IEM) for this NIT. The addresses of the same are:

- 1) Shri. Kishore Kumar Sansi,  
B-301, Badhwar Apartments  
Sector-6, Plot No. 3, Dwarka  
West Delhi-110075  
Mobile: +91-9686009000  
Email- kishoresansi@hotmail.com
- 2) Shri. P. K. Dash, I.A.S. (Retd.)  
Near Laharpur Dam, Bhopal- 462043  
203, Subh Niwas, 12-13-548,  
Mobile: +91-9425011441  
Email- pkdash81@gmail.com

### **Section 9 - Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Owner 08 months after the last payment under the contract, and for all other Bidders 08 months from the date of signing the Charter Agreement(s).

If any claim is made /lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Chairman of DCIL.

### **Section 10 - Other provisions**

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Visakhapatnam.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Owner is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turnout to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like warranty/ Guarantee etc. shall be outside the purview of Monitors.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)

(For & On behalf of Bidder/Owner)

(Office Seal)

(Office Seal)

Place\_\_\_\_\_

Date\_\_\_\_\_

Witness 1:  
(Name & Address)

Witness 1:  
(Name & Address)

Witness2:  
(Name & Address)

Witness2:  
(Name & Address)

**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

1.1 There shall be compulsory registration of Indian agents of foreign suppliers for all Tenders. An agent who is not registered with DCI shall apply for registration in the prescribed Application Form.

1.2 Registered agents will file an authenticated Photostat copy (duly attested by a Notary Public) / Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission / remuneration / salary / retainership being paid by the principal to the agent before the placement of order by DCI.

1.3 Wherever the Indian representatives have communicated on behalf of their principals and foreign parties have stated that they are not paying any commission to the Indian agents and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

1.4 DISCLOSURE OF PARTICULARS OF AGENTS / REPRESENTATIVES IN INDIA, IF ANY.

**2.1 Bidders of Foreign nationality shall furnish the following details in their offer:**

2.1.1 The name and address of the agents / representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent / representative be a foreign Company, it is to be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission / remuneration included in the quoted price(s) for such agents / representatives in India.

2.1.3 Confirmation of the Bidder that the commission / remuneration if any, payable to his agents / representatives in India, is to be paid by DCI in Indian Rupees only.

**2.2 Bidders of Indian Nationality shall furnish the following details in their offers:**

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agent of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents / representatives.

2.2.2 The amount of commission / remuneration included in the price (s) quoted by the bidder for himself.

2.2.3 Confirmation of the foreign principals of the Bidder that the commission / remuneration, if any, reserved for the Bidder in the quoted price (s), is paid by DCI in India in equivalent Indian Rupees.

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2.3 In either case, the event of contract materializing, the terms of payment will provide for payment of the commission / remuneration, if any payable to the agents / representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph – 2.1 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same liable to termination by DCI. Besides this there would be a penalty of banning business dealings with DCI or damage or payment of a named sum.

**PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"**

*(To be stamped in accordance with the Stamp Act)*

Ref:

Bank Guarantee No:

Date :

To,

**M/s Dredging Corporation of India Limited**

Dredge House, H. B. Colony Main Road,

Seethammadhara, Visakhapatnam-530022,

Andhra Pradesh, India

SUB: "Chartering of Trailer Suction Hopper Dredgers on daily charter basis for maintenance dredging works at PPA, CSL and other ports in India" for a period of 7+7 months

Dear Sir(s),

In accordance with Letter Inviting bids under your reference No \_\_\_\_\_ dated \_\_\_\_\_, M/s. \_\_\_\_\_ having their Registered / Head Office at \_\_\_\_\_ (hereinafter called the Applicant/Bidder), wish to participate in the said NIT for \_\_\_\_\_.

As an irrevocable Bank Guarantee against Earnest Money for the amount of **INR** \_\_\_\_\_ (*in words- Indian Rupees* \_\_\_\_\_ *only*) is required to be submitted by the Applicant/Bidder as a condition precedent for participation in the said NIT which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bid Document.

We, the \_\_\_\_\_ Bank at \_\_\_\_\_ having our Head Office \_\_\_\_\_ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the Applicant/ Bidder by Dredging Corporation of India Limited (DCI), the amount \_\_\_\_\_ without any reservation, protest, demur and recourse. Any such demand made by DCI, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Applicant/Bidder.

This guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_ [*this date should be two (02) months beyond the validity of the bid*]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s. \_\_\_\_\_ whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 20xx at \_\_\_\_\_.

WITNESS:

(SIGNATURE)

(NAME)

(SIGNATURE)

(NAME)

Designation with Bank Stamp

(Below section is not part of BG format)

*Note: In case Bank guarantees are from a Bank outside Visakhapatnam, then it should be countersigned by the Branch In-charge of Visakhapatnam or give consent to pay the encashed amount forthwith unconditionally on presentation of the Bank Guarantee.*



**TECHNICAL SPECIFICATIONS OF CHARTER DREDGER(S)**

1.	NAME OF DREDGER	
2.	OWNER'S NAME	
3.	TYPE	
4.	BUILDER	
5.	YEAR OF BUILT	
6.	LENGTH OVERALL	
7.	BREADTH MOULDED	
8.	DEPTH MOULDED	
9.	MAXIMUM DRAFT AT SUMMER LOAD LINE	
10.	DEAD WEIGHT "ALL TOLD" AT 7.50 MTRS DRAUGHT	
11.	MAXIMUM DREDGING DRAFT	
12.	HOPPER CAPACITY	
13.	MAXIMUM DREDGING DEPTH	
14.	SPEED	
15.	NO. OF DREDGE PIPES	
16.	TYPE OF DRAG HEADS	
17.	SUCTION PIPE DIA	
18.	MODE OF DUMPING	
19.	MAIN ENGINES	
20.	PROPULSION	
21.	DREDGE PUMPS (TWO NOS.)	
22.	BOW THRUSTERS	
23.	JET PUMPS	

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24.	AC MAIN GENERATORS	
25.	SUCTION PIPE DEPTH AND POSITION INDICATOR	
26.	DRAFT AND LOAD INDICATOR	
27.	ECHO SOUNDER	
28.	PRODUCTION CALCULATOR WITH VIDEO DISPLAY UNIT	
29.	POSITION FIXING SYSTEM AND TRACK RECORDER	
30.	CALL SIGN & IMO No.	
31.	ACCOMMODATION	

Note: Bidders may use the same format for the additional Dredgers also (Sl. No. 'D' of BOQ).

*Annexure-7*

**A. PROFORMA OF CHARTER HIRE AGREEMENT FOR THE OPTION OF FUEL,  
LUBES & FRESHWATER ON OWNER'S ACCOUNT**

1	This contract is entered into	1	Date:
<b>By and between</b>			
2	Owner (hereafter called Owner)	2	
3	Charterer	3	Dredging Corporation of India Limited "Dredge House", H. B. Colony Main Road, Seethammadhara, Visakhapatnam, Andhra Pradesh – 530022, India.
<b>Particulars of Vessel</b>			
4	Vessel	4	Name: Class: Call Sign: Flag:
5	Insurance	5	No additional Insurance is applicable except Protection & Indemnity cover and Hull & Machinery cover, Wreck removal, War risk, Oil pollution, etc. in line with Insurance Clause (Clause 11 of GCC)
<b>Particulars of Agreement</b>			
6	Daily / Charter Hire	6	<p>a) Day Hire Rate: Rs. _____ (Rupees _____ only) per day of 24 hours <b>working</b> or pro-rata (excluding GST &amp; other applicable taxes, if any) and including cost of bunkers (operational fuel), Lubes, fresh water, spares, wear &amp; tear, all inclusive.</p> <p>b) Day Hire Rate: Rs. _____ (Rupees _____ only) per day of 24 hours or pro-rata for <b>non-working</b> (excluding GST &amp; other applicable taxes, if any) and including cost of bunkers (non-operational fuel), Lubes, fresh water, spares, wear &amp; tear, all inclusive.</p> <p>c) Currency: Indian Rupees Taxes: GST Payable extra as applicable.</p>

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			Charter hire will start from the date and time of tube down of TSHD and will end on the date and time dumping of the last load at dumping ground.
7	Period of Hire	7	<p>210 days (excluding off-hire period) for chartering of TSHD(s) with hopper capacity 7,000 Cu.M &amp; above on daily charter basis from the date &amp; time of commencement of dredging operations, i.e. from tube down.</p> <p>The charter agreement can be curtailed / terminated only after minimum charter period of 4 (four) weeks. However, if the minimum indicative average production of 50,000 cum/ day is not achieved continuously for one-week (7 days) after the initial deployment period of minimum 4 weeks, Charterer will give notice to the Owner at the end of the 7<sup>th</sup> day for rectification immediately. In case, the defect is not rectified within 48 hrs, one week termination notice will be served as per Box No.11.</p> <p>The period of hire can be Curtailed/ Terminated as per the requirement / convenience of Owner / Charterer by giving 7 days' notice and charter hire period can be Extended for further period up to 7 months as per requirement of Charterer.</p>
8	Extension	8	At Charterer's option, the charter hire agreement is extendable by another Seven months.
9	Charter Hire Payment	9	<p>(a) Charterer shall furnish an unconditional Bank Guarantee or a standby 'Letter of Credit' from a scheduled nationalised bank in favour of Owner for the equivalent value of 30 days charter hire as per Box No.6, prior to the mobilisation of the vessel.</p> <p>(b) Owner will raise bill on Fortnightly basis (during the charter hire period including extension of charter period, if any) for hire charges under the charter. Charterer shall approve the bill and shall make payment within 14 working days from the date of receipt of Invoice complete in all respects.</p>
10	Place, date and time of delivery	10	<p>Place. Paradip Port/ CSL/ Any other port (as confirmed by Charterer in the Notice for delivery)</p> <p>All costs / required permissions / agency &amp; logistic support services to sail the dredger to the above location / port of deployment for commencement of dredging (inward formalities) shall be on the account of Owner.</p> <p>Dredger shall be delivered at the mentioned Port accordingly and Owner has to make all arrangement of outward formalities, sailing the dredger to the next Port of Charterer's requirement, inward formalities at next port at Owner's cost. During the</p>

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**NIT No. DCI/HO/OPS/MD/ Chartering TSHD/2024-25 dtd.08.11.2024**

			charter period, dredger shall be treated as 'On hire' for all the actual voyage duration i.e. sailing time from Port to Port. Date and Time: Within Fifteen (15) days after date as per Box 1.
11	Cancellation Date	<b>11</b>	Date: Seven (7) Calendar days after date as per Box 10.
12	Area of Operations	<b>12</b>	Area: Any port in India. Country: INDIA
13	Mobilization Charges	<b>13</b>	Not applicable
14	Demobilization Charges	<b>14</b>	Not applicable
15	Place, Date, and Time of re-delivery	<b>15</b>	Place: After completion of Charter period, vessel shall be redelivered at last Area of Operations. All costs / required permissions / agency & logistic support services at Port of deployment for sailing of dredger to next Port (outward formalities) shall be on the account of Owner, for which, prior notice will be given by Charterer. The dredger shall be treated as 'Off hire' after dumping the last load at the port where the dredger is last deployed and all outward formalities and sailing permissions to the next Port are to be obtained by Owner.
16	Applicable Law	<b>16</b>	Indian Law Jurisdiction: Courts of Visakhapatnam
17	Number of additional Clauses	<b>17</b>	As per General and Special Conditions enclosed
18	Signed on	<b>18</b>	

**On Behalf of OWNER:**

**Signature:**

**Name:**

**On Behalf of CHARTERER:**

**Signature:**

**Name:**

**Designation:**

**Designation:**

## GENERAL CONDITIONS OF CONTRACT

Unless the special conditions stipulate otherwise, the following clauses shall apply;

### **1. Delivery**

The DCI intends to charter the vessel on daily hire basis in good working condition as indicated in Box 4 together with the entire equipment outfit, appliances and spare parts.

The Vessel shall be delivered by the Owner and accepted by the Charterer at the place and time indicated in Box 10. The Owner shall before and at the time of delivery shall exercise due diligence to make the Vessel sea-worthy and in every respect ready in hull, machinery and equipment for the intended service under this Charter Agreement (hereafter referred to as Charter). The Vessel shall be properly documented at the time of delivery (Box 10) as required by Class/ Flag.

Charterer requires to provide survey data soon after delivery of the vessel.

### **2. Cancellation**

If the Vessel is not delivered by the commitment date indicated in Box 11, the Charterer (DCI) shall have the option to cancel this Charter by giving seven (7) days' notice to the Owner.

### **3. Redelivery**

The Vessel shall be delivered by the Charterer to the Owner at the place and time as indicated in Box 15.

### **4. Area of Operations**

The Vessel shall be deployed in Indian ports. Charterer hereby warrants that they shall at all times deploy the Vessel in lawful trade and between safe ports, safe berths, safe anchorages and safe places with regard to sea state.

Deployment of Vessel on other Contracts in India, other than the one stated in Box 12 is subject to Charterer's requirement/ discretion.

### **5. In and Out Survey**

Not applicable.

### **6. Inspection**

Owner shall have the right to require the Vessel to be dry-docked as per her normal classification intervals or in accordance with the directions of the classification society or flag state in the case of a casualty or otherwise, the costs thereof shall be borne by the Owner. The time taken for inspection and survey or repair shall not count as time on-hire and shall not form part of the charter period. The Owner shall forthwith inform the Charterer the time required and the place where the Vessel shall be dry-docked, as above and shall give prior notice of not less than 45 days to Charterer regarding the dry-dock, so that Charterer can make alternate arrangements.

### **7. Maintenance and Operations:**

1. Following are the responsibilities and on hire / off hire conditions during the charter period:

<b>Sl. No.</b>	<b>Description</b>	<b>Responsibility</b>	<b>On Account of</b>	<b>On hire / Off hire</b>
I.	Inward & Outward formalities	Owner	Owner	-
II.	Agency services, Pilotage & Port dues for the first (inward) and last (outward) clearance and for specific request for pilotage assistance by the Owner – Arranging pilot for shifting of the dredger from dredging ground to anchorage / berth for maintenance, breakdown repairs, fuel, lubes and freshwater including agency services and payment of port dues.	Owner	Owner	-
III.	Delay while making above arrangements, when vessel is in operational condition.	-	Owner	Off hire
IV.	Arranging local transport for workshops/ project staff and logistic support.	Owner	Owner	-
V.	Passage to and fro (if the dredger is taken to anchorage/ berth as per Owner's requirement).	Owner	Owner	Off hire
VI.	Routine boat assistance from shore to vessel and back as and when required, port clearances and statutory authority permissions for operation, maintenance, breakdown repairs, bunkering, supply of lubes & freshwater and inspection including arrangement of passes for crew, owner's	Owner	Owner	-



<b>Sl. No.</b>	<b>Description</b>	<b>Responsibility</b>	<b>On Account of</b>	<b>On hire / Off hire</b>
	personnel & workshops, sign-on sign-off of crew members.			
VII.	Arranging stores/ spares, workshop charges, repair & maintenance costs, berth hire and anchorage charges during breakdown and maintenance.	Owner	Owner	-
VIII.	Maintenance, Breakdown repairs, Bunkering, lubes & freshwater supply, Statutory inspections and other reasons attributable to Owner.	Owner	Owner	Off hire
IX.	Passage to and fro for bunkering/ lubes/ fresh water.	Owner	Owner	Off hire
X.	Supply of bunkers, lubes & freshwater (operational & non-operational) and time taken for completing the same.	Owner	Owner	Off hire
XI.	Idling of vessel for bunkers/ lubes/ freshwater	Owner	Owner	Off hire
XII.	Land & Hydrographic surveys.	Charterer	Charterer	-
XIII.	Working hours, idle time and standby hours and other reasons attributable to Charterer.	-	Charterer	On hire

2. The Owner shall maintain the Vessel, her machinery, appurtenances and spare parts in a good state of repair, in efficient operating condition and in accordance with good maintenance practice and shall keep the Vessel with unexpired classification of its class and with other required certificates in force at all time.
3. During the currency of the Charter, the Vessel shall retain her present name and flag as indicated in Box 4. The Charterer will make no structural changes to the Vessel.

4. The Vessel shall be delivered by the Owner to the Charterer with full complement of officers and crew; salary costs thereof shall be included in the rate as indicated Box 6. All other costs, such as but not limited to, lodging and travel expenses shall be on the account of the Owner. The Owner shall ensure posting of adequate manning at his cost for round the clock operations of the vessel and on all the days including Sundays and holidays. At least one operator or the Engineer should be able to understand and communicate in English.
5. In case, sign-on & sign-off facility is not available in the Port where the dredger is deployed, Owner shall take the dredger to the nearby Port, where the said facility is available, tentatively once in a month. To and fro voyage and all logistic arrangement like inward/ outward formalities, payment of Port dues, berth charges, Pilotage and stay of the vessel shall be on Owner's account and vessel shall be treated as 'Off hire'.
6. Charterer may deploy the dredger as per their priority depending on requirement. Vessel shall execute work as per directions of the Charterer, while ensuring safe operations. Owner will make necessary arrangement of food and accommodation for Two officers (Charterer's and Port's representatives) onboard the dredger for monitoring purpose. As per requirement of client, i.e. for PPA only, Charterer will keep samplers onboard for collecting soil samples for testing for 'Bulk Density'. Charterer shall discuss with Master and provide required no. of sample bottles, transporting to laboratory and necessary testing charges as per the requirement, shall be at the cost of Charterer.
7. The Owner shall maintain the record of daily/ weekly and monthly working hours, idle time, standby hours and other reasons, same need to be entered in the log sheets in the prescribed format duly signed by Owner's and Charterer's representatives and shall form the basis for payment of charter hire charges.
8. The Owner shall be liable for any or all acts or omissions of all Officers and Crew members on board the Vessel. The Owner shall comply with the regulations regarding Officers and Crew in force in the country of the Vessel's Registry, the country or area of operations as indicated in Box 12.
9. Owner shall indemnify Charterer against all losses / damages / sinking / salvaging/ theft of the pipeline and ancillaries while transportation / operation / non-operation.

**8. Mobilisation, Charter Hire and Demobilisation**

- a. Mobilization: As specified at Box No. 13
- b. Charterer shall furnish an unconditional Bank Guarantee or a standby 'Letter of Credit' from a scheduled nationalised bank in favour of Owner for the equivalent value of 30 days charter hire as per Box No.6, prior to the mobilisation of the vessel.
- c. Owner will raise bill on Fortnightly basis (during the charter hire period including extension of charter period, if any) for hire charges under the charter. The concerned Project Manager, DCI Project Office (Charterer) shall approve the bill and shall make payment within 14 working days from the date of receipt of Invoice along with all supporting documents, complete in all respects.
- d. De-mobilization: As specified at Box No. 14
- e. Daily/ Charter hire rate as per Box. No.6 shall be adjusted to variation only on account of fuel prices as per the below formula:

i. <b><u>For Paradip Port Authority (PPA) &amp; Others</u></b>	ii. <b><u>For Cochin Shipyard Limited (CSL)</u></b>
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$V = Q \times R [(P-P_0)/P_0]$	$V = 0.85 Q \times R [(P-P_0)/P_0]$
--------------------------------	-------------------------------------

where,

V=Variation in price on account of main fuel during the month under consideration.

P<sub>0</sub>=Price of main fuel in the concerned area, i.e., Paradip/ Kochi or any other applicable port as on **01-11-2024**.

P=Average Price of main fuel for the month under consideration.

Q=Main fuel element factor of 0.20 (for PPA) and 0.28 (for CSL)

R=Value of the work done during the month under consideration excluding Mobilization & demobilization charges.

IOCL/ BPCL/ HPCL official fuel circular shall be used for calculation of P<sub>0</sub> and P in the above Price variation formula. The bill in terms of this clause shall be raised on monthly basis and the amount shall be paid by the Charterer within 45 days of submission of bill. The price variation is applicable for the entire charter period including extended period, if any.

- f. Charter hire is payable for the dredger from the time of tube down for dredging 1<sup>st</sup> load on first day of dredging at assigned port to time of dumping last load at designated dumping site/ ground of assigned port except for the period the Vessel is not available in operating condition /break down due to reasons attributable to Owner. The hire / off hire shall be calculated for the duration or pro-rata to the minimum least count of 15 minutes.
- g. If the dredger is forced to work with one dredging tube only, which defect is attributable to the dredger, Owner shall make efforts to rectify the defect within 5 days and in any one instance if the single tube operation is exceeding 5 days, then beyond the initial 5 days 'one- third' of the actual dredging time for each load (i.e., tube down to tube up) rounded off to the nearest 15 minutes will be deducted from the charter hire on pro-rata basis (applicable only for dredgers designed with two-tubes).
- h. During the charter period including extension, if any, if Charterer terminates the contract as per provision in the agreement, Charterer will not pay any demobilization charges as specified at Box No. 14.
- i. During the original charter period, after the initial deployment period of minimum 4 weeks, if Owner terminates the contract as per provision in the agreement, Charterer has to redeliver the vessel at the last Port of operation (i.e. current Area of Operations). Charter hire is applicable till the time vessel is redelivered and de-mobilization charges are not applicable. Charter hire agreement stands terminated accordingly.
- j. Invoice will be raised by Owner as per the item operated at Box No. 6(a) & 6(b) towards charter hire charges with all relevant documents and Charterer shall release payment within 14 working days from the date of receipt of invoice, complete in all respects.
- k. In the event the Charterer disputes any amounts in any payment to be made to the Owner, the Charterer shall nonetheless pay any undisputed portion when due and shall promptly notify the Owner of its reasons for disputing the remaining amount.
- l. Owner shall be responsible only for payment of Income Tax @ 2% (or applicable rate) as TDS. Any other taxes like Works Contract Tax/ GST or any other new taxes or duties imposed by Central / State Governments shall be paid extra as the same are not included in the rates Indicated at Box 6.

## 9. Liabilities and Indemnities:

- a. The Charterer shall notwithstanding any negligent act of commission/ omission on its or its servant's/ agents' part not be responsible for loss of or damage to the property of the Owner or of its (sub-) Owners including the Vessel or for personal injury or death of the employees of the Owner or of its (sub-) Owners, arising out of or in any way connected with the performance of this Charter party.
- b. The Owner shall notwithstanding any negligent act of commission/omission on its or its servant's/agents' part not be responsible for loss of or damage to the property of the Charterer or of its (sub-) Owners, including any equipment of the Charterer or personal injury or death of employees of the Charterer or its (sub-) Owners; arising out of or anyway connected with the performance of this charter party.
- c. Neither party shall be liable to the other for any consequential damages whatsoever arising out of or in connection with the (non-) performance of this charter party.
- d. ***Himalaya Clause.***
  - i. All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Charter Party or by any applicable statute, rule or regulation for the benefit of the Charterer shall also apply to and be for the benefit of the Charterer's parent, affiliated, related and subsidiary companies and property in the ownership/ beneficial ownership, and property in the ownership/ beneficial ownership employees and their respective underwriters.
  - ii. All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Charter Party or by any applicable statute, rule or regulation for the benefit of the Owner shall also apply to and be for the benefit of the Owner's parent, affiliated, related and subsidiary companies, the Vessel, its Master, Officers and Crew, and its registered owner, operator, their respective employees and their respective underwriters.
  - iii. The Owner or the Charterer shall be deemed to be acting as agent trustee of and for the benefit of all such persons and parties set forth above, but only for the limited purpose of contracting for the extension of such benefits to such persons and parties.

**10. Oil Pollution:**

The Owner shall be liable for Oil Pollution in so far the liability is covered under the Protection and Indemnity Cover of the Owner.

**11. Insurance:**

- a. During the charter period the Vessel shall be kept insured by the Owner at its expense against Marine and War risks under the form of policy or policies attached hereto.
- b. During the charter period, the Owner shall keep the vessel covered under Protection and Indemnity cover, Wreck Removal, Pollution Mitigation and Hull and Machinery cover.
- c. Without prejudice to clause 7 here above, in the event that any action or non-action or negligence of the Charterer shall to any extent vitiate any of the insurance herein provided, the Charterer shall pay to the Owner all losses including the "applicable deductible" under the insurances as mentioned in Box 5 and indemnify the Owner against all claims and demands which would otherwise have been covered by such insurance.
- d. Should any additional insurance be necessary during the charter period, Charterer has to take such insurances at his own cost on the name of Owner.

- e. Any and all insurance payments shall be paid to the Owner, who shall distribute the moneys between himself and Charterer according to their respective interest. If the Vessel became an actual total loss or as constructive total loss, this charter agreement shall terminate as of the date of the event giving rise to such a loss.
- f. War risk insurance for the Vessel is to be taken by the Owner at its expenses. In case the war risk insurance cover would be cancelled or limited by the Insurer due to increased war risk, the charter agreement shall be automatically terminated, without damages of any kind to be paid by the Owner to the Charterer.
- g. Notwithstanding anything stated above, all the insurances shall be obtained in the name of Owner only.

**12. Non-lien Assignment:**

The Charterer will not suffer nor permit to be constituted any Lien or encumbrance incurred by them or their agents which might have priority over title and interest of the Owner in the Vessel.

The Charterer further agrees to fasten to the Vessel in a conspicuous place and to keep so fastened during the period of Charter Party, a notice reading as follows:

“This vessel is the property of \_\_\_\_\_ (Owner), it is under charter to Dredging Corporation of India Limited (Charterer) and by the terms of the charter party, the Charterer does not have any right, power or authority to create, incur, or permit to be imposed on the vessel any lien or claim whatsoever.”

The Owner will indemnify and hold Charterer harmless against any lien of whatsoever nature arising upon the vessel during the charter period. Should the Vessel be arrested by reasons of claims, or liens arising out of her operation, the Owner shall at its own expense take all necessary steps to secure release of the Vessel.

**13. Assignment and Sub-charterer**

The Charterer will not assign this charter party nor sub-charter the Vessel without the prior written approval from the Owner, which is at Owner’s discretion. Similarly, Owner shall not charter this vessel to another party, while the Charter Agreement is in force, without the consent of Charterer and from such moment, vessel is declared as off-hire.

**14. Substitute Vessel**

Subject to requirement of Owner / Charterer and as per availability of other vessel of equivalent hopper capacity, the chartered vessel can be substituted or redeployed.

**15. General Average Clause**

**Not Used**

**16. Both-To-Blame Collision Clause**

**Not used**

**17. Taxes**

- a. Each party shall pay taxes due on its own profit, income and personnel.
- b. Owner shall be responsible only for payment of Income Tax @ 2% or as applicable as TDS, and the same be deducted from the Owner’s invoice at the time of releasing payment.

- c. Charterer shall pay all other taxes and dues of whatsoever nature and imposed by any Government arising out of the operation or use of the dredger during the charter period as well as any registration costs and stamp duties pertaining to this charter party.
- d. The Owner shall pay for custom duties, all permits, import duties (including cost involved in establishing temporary or permanent importation bonds) and clearing expenses, both for entry and exit of Vessel into and from India, if deemed applicable. (Import duty on vessel not applicable as the vessel is India Flag vessel)

**18. Off Hire**

In the event of loss of time from deficiency and/ or strike of Officers and Crew and/or the breakdown or damage to hull machinery or equipment or due to bad weather as decided by Master of the vessel (in this case Master of vessel decision is final), non-availability of vessel due to any spare/ store/fuel supply etc., preventing the working of Vessel, the payment of hire shall cease for the period of such deficiency. Delay due to underwater obstructions such as tyres/ fenders, concrete members, wires, chains, boulders, anchors, debris, etc., reasons not attributable to Owner and necessitating suspension of dredging, the period of suspension shall be paid as 'non-working/ operational charges on prorata as certified by the Charterer's representative onboard dredger as stated at Box no.6(b).

**19. Under performance**

- i) The daily hire charges are payable for every dredging assignment. Dredging has to be carried out as per designed depth declared by the respective port besides vertical & horizontal tolerance. Over dredging shall be avoided at any cost by the Owner. At the end of each fortnightly billing cycle, admitted reported by ports shall be divided by number of days dredger deployed (operational days) to arrive average reported quantity per day. The owner shall always ensure to achieve the minimum indicative reported quantity fixed per day throughout the charter period.
- ii) The dredger will be confirmed as 'under performing' when it is giving less than the minimum indicative production continuously for one week after the initial deployment period of minimum 4 weeks, Charterer will give notice to the Owner at the end of 7<sup>th</sup> day for rectification immediately. In case the defect is not rectified within 48 hrs., one week termination notice will be served as per Box No.11.

**20. Salvage Wreck / Removal**

- a. All salvage and towage under whatsoever circumstances undertaken by Owner shall be for the Owner's benefit and the cost of repairing damage occasioned thereby shall also be borne by the Owner.
- b. If the Vessel becomes a wreck or obstruction to navigation, the Owner shall raise/ remove the wreck or the Vessel and shall be liable for any or all expenses in connection with the raising, removal, destruction, lighting or marking of the wreck without any recourse whatsoever against the Charterer unless such wreckage, stranding or sinking is a result of the following of Charterer's Orders related to available navigational depths.

**21. Sunken Equipment:**

- 21.1 If any equipment (floating or otherwise) belonging to the Owner or Sub-Owner or any material

or things therein or thereafter sink from any cause whatsoever, it shall immediately be reported by the Owner to the Charterer & Port Authority and Owner shall forthwith at his own cost raise and remove any such equipment, material or things or otherwise deal with the same as Port/Charterer may direct.

- 21.2 The fact that the sunken equipment, material, or things are insured or have been declared a total loss or do not represent any further value shall not absolve the Owner from his obligations under this clause to raise and remove the same.
- 21.3 Until such sunken equipment, material or things have been raised and removed, the Owner shall set such buoys and display at night such lights and do all such things for the safety as may be required by the Competent Authority/ Port/ Charterer.
- 21.4 In the event of the Owner not carrying out the obligations imposed upon him by this Clause, the port/ Charterer may cause to set buoys and display at night lights on such equipment and raise and remove the same without prejudice to the right of the port/ Charterer to hold the Owner liable and all expenses and consequences thereon and incidental there to shall be borne by the Owner and shall be recoverable from him as a debt by the port/ Charterer or may be deducted by the port/ Charterer from any money due or which may become due to the Owner.

## **22. Health and Safety**

The Crew of Owner shall comply with and adhere to all applicable, national and local regulations pertaining to health and safety and to such Charterer instructions as may be appended hereto.

## **23. Force majeure**

Neither the Owner nor the Charterer shall be liable for any loss, damages or delay or failure in performance hereunder resulting from any force majeure event, including but not limited to Acts of God, Fire, action of the elements, epidemics, pandemics, war (declared or undeclared), war like actions, insurrections, revolution or civil strife, piracy, civil war or hostile action, strikes, or differences with workmen (except for disputes relating solely to Owner or the Charterer employees), Act of the Public enemy, federal or State Laws, Rules and Regulations of any governmental authorities having or asserting jurisdiction or of any other group, organization or informal association (whether or not formally recognized as a Government), and any other cause beyond the reasonable control of either party which makes continuance of operations impossible. In case of force majeure, each party may terminate the charter hire agreement without being liable to pay damages to the other party.

## **24. Confidentiality**

All information or data obtained by the Owner in the performance of this Charter Party shall be the property of the Charterer (DCI) and is deemed confidential. The Owner shall not disclose such information or data without the prior written consent of the Charterer. The Owner shall use its best efforts to ensure that the Owner, its sub-Owners, employees, and agents do not disclose any such information or data, except as required by law or regulatory authorities

## **25. Law and Arbitration:**

All disputes arising out or under this agreement will be subject to the exclusive jurisdiction of the Courts at Visakhapatnam only.

Any dispute of whatever nature arising out of or in connection with this agreement including any question regarding its existence, validity or termination shall be first resolved amicably by both

parties. Notice of any dispute between the parties must be communicated in writing.

In the event of any dispute or difference of any kind or whatsoever that shall arise between the Owner and Charterer in connection directly or indirectly arising out of the agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation between the executives or authorized representatives.

If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either Owner or Charterer may give notice to the other party of its intention to commence arbitration/ mediation, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given and the disputes herein shall be settled by arbitration or mediation under the provisions of Indian Arbitration and Conciliation Act-1996. Parties may also exercise an option for mediation that shall be effective and efficient prior invoking the arbitration clause.

Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to providing of the services or after providing the services under the Agreement.

Notwithstanding any reference to arbitration herein,

- a. The parties shall continue to perform their respective obligations under the agreement unless they otherwise agree; and
- b. Owner shall pay the Charterer any monies due under the agreement.

Signatories of this charter party can represent a matter with regard to the charter party to the Independent External Monitors (IEMs) under the Integrity Pact Provisions. Firms signing the Integrity Pact shall not approach for Negotiation/ Conciliation/ Arbitration/ Adjudication while representing matters to the IEMs and the firm will await their decision in the matter.

**25. Entire Agreement:**

This is the entire agreement of the parties, which supersedes all previous written or oral understandings and which may not be modified except by a written amendment signed by both parties.

**27. Severability Clause:**

If any portion of this Charter Party is held to be invalid, illegal, or unenforceable for any reason by a court, governmental authority of competent jurisdiction, or arbitral tribunal, such portion shall be deemed severed, and the remainder of this Charter Party shall remain in full force and effect. In the event that any stricken portion affects the Charterer's rights or obligations, the parties shall negotiate in good faith to amend the Charter Party in a manner that preserves the Charterer's rights to the fullest extent permitted by law."

**28. Demise:**

Nothing contained herein shall be construed as creating a demise or transfer of ownership or possession of the Vessel to the Charterer. The Owner retains full control and possession of the Vessel, subject only to the Charterer's rights under this Charter Party.



## SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

### 1. **SCOPE OF WORK:**

- 1.1 DCIL intends to Charter TSHD of not less than 7,000 cum and above hopper capacity on Day hire basis for Maintenance dredging at Paradip Port Authority (PPA), Cochin Shipyard Limited (CSL) and other ports in India as per requirement.
- 1.2 The Owner may charter (supply) more than one TSHD as per requirement for deployment at PPA, CSL or at any other port, at the request of Charterer, under this charter hire agreement, at the rate quoted under 'D' of BOQ. The place, time & period of requirement for additional TSHD shall be intimated by Charterer to the Owner with minimum advance notice of 14 days and Owner shall mobilise the TSHD at the required site at his cost.
- 1.3 The details of dredging areas at PPA, i.e. Approach Channel, Turning Circle & Docks and the Design depths to achieve as tabulated below:

Sl. No.	Areas to be Dredged		Dimensions (in Mtrs.)	Depth Below CD (Mtr.)	Quantity to be Dredged
1.	Approach Channel from 0 KM to 10 KMS		10000M X 300M	-18.7M	2.70M.Cu.M
2.	Turning Circles with Inner Entrance channel		520 Mtrs. Dia (Inner TC) and 600 Mtrs. Dia (Outer TC) & 0 to 1200 Mtrs. Inner Entrance Channel	-17.1 M	0.91M.Cu.M
3.	Docks	i) Central Dock ii) East Dock iii) South Dock i) North Dock	750M X 235 M 700 M X 240 M 750 M X 350 M 1000 M X 270 M	- 15.0 M - 16.0 M -17.1 M -17.1 M	0.99M.Cu.M
<b>TOTAL:</b>					<b>4.60 M.Cu.M</b>
<b>Note:</b> Any siltation quantity due to Cyclone/Depression/Low-pressure				Full siltation Quantity as allowed by PPA.	

### 1.4 The details of dredging areas at Cochin Shipyard Ltd. and the Design depths to achieve as tabulated below:

Sl. No.	Areas to be Dredged	Design depth below CD (M)	Target Qty for Chartering (in Mil. Cum)
1.	Ernakulam Channel (from Dufferin Point to Ernakulam Wharf)	13.0	<b>3.5 M Cu.M</b>
2.	Ernakulam Wharf Q8/ Q9	13.5	
3.	Ernakulam Wharf to CSL Dry dock Q8/ Q9	12.0	

- 1.5 At the option of Charterer, the charter dredger may also be deployed at other ports such as Cochin Shipyard Limited/ SNC Kochi or any other ports in India as per requirement, during the charter period. In case of mobilising the dredger from one port to another, the actual sailing hours shall be paid at the charter day rate of 24 hrs. or prorate.
- 1.6 The time dredger leaves for maintenance, repairs, bunkering, for statutory audit compliance etc., shall be considered as off hire, and shall be on hire upon re-commencement of dredging. No charges are payable for any off-hire period.
- 1.7 The charter period of Seven months is extendable at the discretion of charterer for another period of Seven months.
- 1.8 Minimum indicative quantity as quoted in BOQ–A & B at Sl. No.(i)(a) per day shall be achieved by the dredger at PPA & CSL respectively. Accordingly, the dredging of 4.6 M. Cum quantity at PPA shall be completed before or within 92 operational days within the contract period of 120 days and the dredging of 3.5 M. Cum quantity at CSL shall be completed before or within 70 operational days within the contract period of 90 days. Dredger shall work at least for 25 days in a month. Average dumping distance at PPA (one- way) is around 04-06 nautical miles. In addition to the above quantity, the Owner has to dredge extra silted quantity (if any) due to cyclone/ depression/ bad weather as per instructions of Port to maintain the required depths.
- 1.9 The daily hire charges are payable for per day of 24 hours working or pro-rata for every dredging assignment. Dredging has to be carried out as per designed depth declared by respective ports besides vertical & horizontal tolerance. Over dredging should be avoided at any cost and dredging should be carried out by Owner strictly as per the instructions of Charterer/ Port. Admitted hopper quantity (as in the case of PPA, CSL) as per Daily dredging report after applying actual Bulk density report shall be divided into number of days dredger deployed to arrive average reported quantity per day. The dredger will be confirmed as 'under performing' when it is giving less than the minimum indicative production continuously for one week after the initial deployment period of minimum 4 weeks, Charterer will give notice to the Owner at the end of 7<sup>th</sup> day for rectification immediately. In case the defect is not rectified within 48 hrs., one week termination notice will be served as per Box No.11.
- 1.10 If the dredger works for less than 24 hrs., hire charges per day as per 'A' & 'B' of BOQ-(i)(a) for operational hours at pro-rata will be paid. In case the dredger is idle or kept standby due to any reasons attributable to Charterer, the charges as per as per 'A' & 'B' of BOQ-(i)(b) for on pro-rata shall be payable.
- 1.11 At PPA, there are on an average of 12 to 14 shipping movements carried out in a day, which uses entrance channel and approach channel. Both the Dredgers (including another TSHD of DCIL) will be allowed for one hour dredging in the channel in between shipping movements. Accordingly, dredger will follow the incoming & outgoing vessels and carried out dredging in priority dredging area as per requirement.
- 1.12 The TSHD deployed shall be suitable to carry out dredging at the proposed site in Paradip / CSL Port waters which are exposed to sea and swell conditions in monsoon months/off-monsoon months.
- 1.13 The TSHD proposed to deploy should have single/ twin screw, preferably two (02) suction pipes of capable of dredging to a depth equal to the design depth plus 4 metres, draft suitable for dredging effectively at the site, high manoeuvrability capacity at lesser speeds, bow thrusters, adequate engine power for positioning herself in all the dredging grounds, which is exposed to sea swell conditions, jet pumps for dislodging the seabed material if required, etc.

- 1.14 The TSHD proposed to be deployed should preferably be equipped with dredging instrumentations like production meter, drag head level indicator, jet pumps indicator, Draft Loading Monitor Indicator with paper chart, Echo-sounder, DGPS position fixing for display & recording the dredging track, Dredging software like Hypack or equivalent, etc. in working condition, for effective dredging works. The Owner shall make arrangements to monitor and to submit daily production to the Employer.
- 1.15 All above machineries to be maintained in good operational condition throughout the contract period.
- 1.16 It should have jet pumps in good condition to produce minimum jet pressure of 6 bars for Maintenance Dredging during the dredging of above areas.
- 1.17 It should have the capability to maintain an average speed of 8 knots.
- 1.18 Draught and Loading Monitor (DLM) software shall display draft, displacement & Hopper - volume of the vessel just before dredging, after dredging & also just before dumping as per Draft Displacement of Hydrostatic table.
- 1.19 The load and draft indicators shall be inspected and certified by a Classification Society being a member of International Association of Classification Societies (IACS). The certificate issue date should be within a year's period or the certificate needs to be renewed annually. The DLM Certificate of the proposed dredger(s) to be submitted along with the bid. Date of DLM Calibration Certificate shall be within one year prior to last date of bid submission and same to be renewed from time to time till contract completion. However, the DLM Calibration Certificate should not be more than one year older.
- 1.20 It should have efficient de-hoppering / dewatering system. De-hoppering shall be carried out before dredging in each load.
- 1.21 Bow Thrusters (independent of dredging system) and average speed of 8.0 Knots should be certified by a Classification Society being a member of IACS. The certificate issue date should be within one month before the deployment of the Dredger.
- 1.22 Bidder must provide online system to provide a system taking advantage of internet mapping and web services technology to publish data dynamically to enable visualization of dredging monitoring data online. The system should be capable to ingest on board dredging progress report on daily basis, visualization of daily and monthly progress, dredger performance and down time monitoring and location track data with snap shot on loading, unloading and ideal time.
- 1.23 Above requirements projected are indicative only and Owner shall ensure that required equipment/ arrangement shall be available as necessitated for carrying out & completing the maintenance dredging.
- 1.24 All the allied crafts, plants and machinery deployed by the Owner shall strictly adhere to the relevant IMO regulations, MARPOL convention 73/78 and other statutory regulations.
- 1.25 All crafts, plants and machinery should have valid insurances as per statutory norms and Owner to indemnify Charterer (DCIL) and respective Ports, i.e. PPA/ CSL from any damages, losses to PPA/ CSL and DCIL property.
- 1.26 The Allied Crafts proposed for deployment should follow PPA/ CSL or concerned port rules and regulations.
- 1.27 Adequate radio/ VHF communication system, all statutory requirements such as lifesaving appliances, fire-fighting appliances etc. as per relevant rules should be available onboard at any given time.

- 1.28 Owner shall arrange food & accommodation on-board dredger(s) for up to 2 representatives of DCI & PPA/ CSL for monitoring the dredging activities during the entire contract period, including extension if any, at no extra cost.
- 1.29 **Customs Duty:** The Owner will have bear all customs duties in case of the dredger, plant & machineries for the work are required to be imported.
- 1.30 **Licenses, permits and permissions:** It shall be the responsibility of the dredging Owner to obtain all licenses, permits and permissions for the use of survey boats, marine radios, walkie-talkies, radio positioning systems, satellite phones for the placing of onshore, off-shore and underwater beacons and marker buoys, and for giving the proper statutory notices for all maritime operators. The costs of such licenses, permits and notices are to be borne by the dredging Owner, and shall be deemed to be covered by the rates and prices quoted in the Tender.
- 1.31 **Formula for Hopper Quantity Measurement:**

The following formula will be adopted for hopper measurement of materials in Trailer Suction Hopper Dredger

Volume of solid= VM=TDM /SM.

$$TDM = \frac{(SN-SW) \times VT \times SM}{(SM-SW)}$$

Where TDM= Tonnes of dry material

SN = Average density of the wet load=GT/VT

VT = The total volume of the load just before dumping

GT = The total weight of the load is the net hopper load after subtracting load just before dredging TDS from total hopper load just before dumping.

Reading of DLM (Draft load monitor) before dumping shall compare with draft page of DLM as per hydrostatic table. DLM load reading or draft displacement as per Hydrostatic table before dumping whichever is minimum shall be considered as Net hopper load.

SM=Bulk Wet density of dredged materials as per test reports/ value fixed by respective port/ Client of Charterer.

- 1.32 DLM Load graph of each load before dumping, before dredging, after dredging & draft displacement page before dumping shall be printed and signed by the Master & on-board Port & Charterer representatives. Daily dredging report signed by the Charterer, Port representative & Master of Vessel shall be produced by the Owner next day. Duplicate copy shall be attached with the bill for making payment. Dredging Track record shall be printed for each load and submit by the Owner next day along with daily dredging report as and when required. If any variation in physical draft & DLM draft is observed then recalibration is to be carried out.
- 1.33 **Currency of Payment:** All payments shall be made in Indian Rupees only.
- 1.34 **Non-working period:** "Non-working period" charges as at 'A' & 'B' of BOQ Item No.(i)(b) shall be payable for stoppage of dredger for the following reasons: -
- Dredging operations suspended with the written instructions of Charterer (DCI)/ Port Authorities.
  - Suspension of dredging due to bad weather period not amenable for dredging by TSHD.

- c) Delays due to Under water obstructions such as tyres/fenders, concrete members, wires, chains, boulders, anchors, debris etc., will be paid as non-operational charges prorata to be certified by DCI representative onboard.
- d) Due to Force majeure conditions  
However, the non-working period charges for the above shall be payable as per Box 6(b) only on concurrence from Port/ DCI authorities.

**2. PERFORMANCE SECURITY DEPOSIT:**

- 2.1 The Owner shall furnish Performance Security, within 10 days from the date of issue of LOA/ work order, by e-payment or by way of irrevocable and unconditional Bank Guarantee as per the format enclosed in the tender document, from a scheduled bank having its branch office at Visakhapatnam, for a sum equivalent to 10% of the contract value, which should be kept valid till 03 months beyond completion of contract, including extension if any.
- 2.2 No retention Money shall be deducted from the running bills.
- 2.3 Any shortfall of the amount of B. G. due to encashment needs to suitably replenish with the equal amount with the validity for the balance period of the contract with additional 3 months claim and continued regarding till completion of the schedule quantity failing which dredging company may be blacklisted for a period up to two years from participating in any tender of DCI Ltd.
- 2.4 In case Bank guarantees are from a Bank outside Visakhapatnam, then it should be countersigned by the Branch In-charge of Visakhapatnam or give consent to pay the encashed amount forthwith unconditionally on presentation of the Bank Guarantee.
- 3. The necessary clearance from PPA, CSL and any other Port and other statutory authorities with regard to entry/ exit of the Trailer Suction Hopper Dredger/ Crafts shall be to the account of Owner during entire contract period/ extended period if any. Document assistance, if any required, only shall be provided by the Charterer (DCIL).
- 4. While carrying out dredging, if any underwater obstruction/ debris encountered or any visible debris, same should be brought to the notice of DCIL for appraising to the concerned port authority/ client.
- 5. Daily dredging reports shall be maintained on board the TSHD and signed copy should be submitted on daily basis to Charterer for monitoring the work.
- 6. The Owner has to provide vehicle and routine boat on as and when required basis as per instructions of Charterer / PPA/ CSL / Other port where dredger is deployed for inspection of deployed dredgers/ site, at no extra cost.
- 7. The Owner shall quote their rate in the enclosed BOQ in Indian rupees only. The offered rates shall be inclusive of Mob & De-Mob charges, all his cost of man power, fuel and lubes, spares, watch-keeping, running repairs expenses, Spares of the Cutter suction dredger /crafts, pipeline, wages of crew, all port dues, Port entry passes, wharfage/ berth charges, pilotage charges, Customs charges, freshwater, if any, Idle Time, Owner's office/ accommodation, payment of fees, duties and taxes excluding GST.
- 8. The Owner shall allow in his rates for any loss of working hours due to surveying, positioning of TSHD/ crafts and other equipment from one area/ place to other area/ place depending upon the traffic operations/ weather or for maintenance. Any claim for idling of Owner's plant and machinery or any other input shall not be entertained for reasons whatsoever.

9. The said payment is including dredging charges, mobilization & demobilization charges, fuel, lubes, manpower, material, spares, stores, repairs, maintenance etc., including all, except GST. No additional payment is entertained apart from the above for whatsoever reasons.

**10. Additional scope of work as applicable for dredging at Paradip Port Authority (PPA):**

10.1 The contract period is 120 days during the year 2024-25, excluding Mobilization period of 15 days from the date of issue of work order. The total work shall be completed in 92 operational days (dredging) within the contract period of 120 days. Owner has to submit detailed methodology for completing the work in above said period with bar chart along with tender submission.

10.2 The hopper quantity shall be as certified & admitted as per the 'Bulk Density' test report by Paradip Port Authority (PPA) and same is considered for calculation of indicative daily production of vessel.

10.3 Bulk wet density of dredged materials of Approach Channel, Entrance Channel, Turning Circle, Docks will be assessed on monthly basis by collecting minimum 10 samples from the hopper of TSHD(s) during dredging of the respective areas and by testing through a Recognized University/NABL accredited Laboratory. The average bulk density from the test reports duly signed by the representatives of Owner, Charterer & PPA will be considered for calculation of dredging quantities and payment purpose from PPA to Charterer. Cost of soil sampling & tests / analysis shall be borne by the Charterer.

SW= Density of seawater: 1.025 gm/cc

10.4 The quantities mentioned in BOQ are only indicative and the actual quantities may vary by  $\pm 20\%$  till the depths are achieved/as per instructions of Charterer/ PPA. This variation quantity, if any, shall be strictly operated only upon receipt of written notice from Charterer. It is envisaged that, the dredging material is predominantly sand, silt, soft/ stiff clay and is amenable to TSHD. Stones, boulders, construction debris, wooden logs etc. if encountered during the dredging in the proposed location, shall be cleared at no additional payment/claims/extra time. The dredged spoil shall be dumped at the below mentioned location at sea, at an approx. distance of 4 to 6 nautical miles. All required equipment & accessories as necessary shall have to be arranged by Owner at his cost.

Geographical coordinates of the Dumping ground limits at sea:

A Lat. 20 deg 16.65'N Long. 086 deg 48.57'E

B Lat. 20 deg 18.30'N Long. 086 deg 45.67'E

C Lat. 20 deg 16.65'N Long. 086 deg 44.67'E

D Lat. 20 deg 15.05'N Long. 086 deg 47.57'E

10.5 **Site Information:** Bidders are free to visit the work site on their own expenses. Necessary port permissions for persons, vehicles, testing equipment shall be obtained in coordination with DCIL Project Office at Paradip. Latest Bathymetric survey chart(s) of dredging area(s), available soil data and bulk density report of dredging areas during the past are provided at Appendices to this tender.

10.6 **Bunkering and Fresh Water:** Owner has to make his own arrangement for bunkering and fresh water as well as obtaining berth for their deployed vessels from PPA at his own cost. Charterer shall recommend to PPA, if required, on request for berth subject to availability.

10.7 **Environmental Control:** All oil and greasy wastes/food wastes/garbage, etc., on board

Owner's equipment, floating vessels, crafts, etc. shall be collected in containers and disposed away on land as directed by PPA and shall not be let into sea. MARPOL convention 73/78 and PPA rules shall be strictly comply and adhered to.

#### 10.8 **METEOROLOGICAL PARAMETERS**

10.8.1 **GENERAL:** The work put to tender consists of the materials to be dredged areas and, silt and clay. The details of dredging depth and dimension of areas are mentioned at scope of work.

10.8.2 **SITE CONDITIONS:** The tenderer shall visit, inspect and examine the site of work in order to familiarize himself with the site and local conditions and for obtaining information necessary for submitting proper and complete order.

The tenderers shall also thoroughly acquaint himself with tidal conditions, variation of tides, tidal ranges, currents, swell, prevailing winds and weather, traffic and other conditions likely to affect the work, all costs and expenses that may be incurred by the tenderer in connection with such investigation shall be borne by him. The Board accepts no responsibility whatsoever therefor.

However, with a view to assisting the tender, in getting an idea about the working conditions, the following information is given.

#### 10.8.3 **TIDES**

The mean tidal variation at Paradip Port is of the order of 1.9 metre at spring tides and 0.7metre at neap tides. The spring tides occur at the time of the New Moon and Full Moon period and the neap tides occur half way between them.

The following tide levels refer to chart datum which is 1.54 metre below.

Mean High Water Springs	+2.58M
Mean Low Water Springs	+0.71M
Mean High Water Neaps	+2.02M
Mean Low Water Neaps	+1.32M
Lowest low water	+0.20M
Highest High water	+3.50M

#### 10.8.4 **Prevailing wind force and frequency:**

The wind direction of Paradip coast during April to September, that is, during southwest monsoon season is predominantly from southwest. The wind speed during May to July is around 15 to 18 m/sec. And during August to September the wind speed is about 10 to 12 m/sec. The month of October is with variable wind direction and the wind speed is around 8 m/sec.

During November to February the wind direction reverses and predominantly from northeast. The wind speed is around 8 to 10 m/sec. The month of March is with variable winds similar to the month of October.

#### 10.8.5 **Sea swell and currents:**

The predominant wave direction from November to February is from north to northeast. The predominant wave periods are around 5 to 6 seconds and the wave height are low of the order of 0.5 to 1.0m. The month of March and April are with variable wave direction and the wave periods are also varying between 5 and 8 sec and the wave height are low of 0.5 to 1.5m. During May to August that is during south west monsoon season the

waves are predominantly from south to south west and the wave heights are high in the order of 1.5 to 3.5 m and the range of the wave period also increased to 8 to 9 sec with occasionally low period waves. The influence of the strong and persistent south west monsoon is felt on the wave directions during September and October with the waves approaching from south and southwest. But the predominant wave heights are reduced to 1.0 to 2.5 m and wave period are around 5 to 7sec.

The currents off Paradip are generally controlled by monsoon winds. The currents in general are in the NW-NE direction during January to September and SW direction during October-December. During the SW monsoon season the speed of the wind driven surface current varies between 0.1 to 0.4m/sec. The currents generated by tide (Tidal current) are parallel to the coast during flood tide and offshore during ebb. The surface current speeds are in the order of 0.7 to 0.8 m/ sec but currents may even exceed 1 m/sec when the sea is rough in Bay of Bengal. The bottom currents recorded were of the order of 0.55 m/sec. But in general bottom currents were below 0.45m/sec.

10.8.6 **Influence of monsoon:** The south-west monsoon is mainly the rainy season. 70% of the rain falls during the months of June –September and the monsoon season is generally over by mid of September. The average rainfall is about 1480mm.

10.8.7 **Temperature and relative humidity:**

There is a steady increase in air temperature from February to May. May is the hottest month of the year with maximum day temperature 35 C. With the onset of south west monsoon by about the beginning of June the weather becomes progressively cooler. Towards the end of southwest monsoon season, the average day temperature crosses the 30 C mark, although nights become progressively cooler after the withdrawal of the monsoon. After November the day temperature also begins to decrease. January is generally coolest month of the year with lowest mean minimum temperature 12oC.

The relative humidity is moderate to high throughout the year with the mornings being more humid than the afternoons. With the on set of the south west monsoon there is marked increase in the relative humidity which remains around 80-86 till October. The minimum relative humidity occurs in the months December to February.

10.8.8 **Visibility:** The visibility conditions are generally good at Paradip Port.

10.8.9 **Cyclones:** Paradip Port has experienced 3 major cyclones in October 1971, 3<sup>rd</sup> & 4<sup>th</sup> June 1982 and super cyclone 28<sup>th</sup> & 29<sup>th</sup> October 1999 with wind speed of 185 kmph, 167 kmph and 259 kmph respectively.

10.8.10 **Soil particulars and bedlevels:**

Data regarding soil conditions in the areas to be dredged is sand, silt and clay. The Owner however is at liberty to make his own investigation with the approval of the Deputy Conservator regarding the nature of soil conditions.

11 The dredged materials are to be dumped in sea at designated dumping ground. The dumping ground is located north side of the channel about 4 to 6 nautical miles from the dredging area. The positions indicated in the chart will be supplied. The geographical coordinates of Dumping ground are as follows

Lat. 20 deg 16.65' N	Long. 086 deg 48.57'' E
Lat. 20 deg 18.30' N	Long. 086 deg 45.67' E
Lat. 20 deg 16.65' N	Long. 086 deg 44.67' E



- 12 The quoted rates deemed to be inclusive of mobilization and de-mobilization of the dredgers/ equipment's for satisfactory completion of work.
- 13 Layout of PPA, Bathymetric charts, Soil Bulk density reports, bore hole data are furnished as Appendices to this tender as follows:

Sl. No.	Description	Appendices
1.	Lay out of dredging area	Appendix-1
2.	Bathymetric charts of dredging areas	Appendix-2
3.	Bulk wet density reports of last 3 years	Appendix-3
4.	Bore hole data	Appendix-4

- 14 **Owner responsible for materials, labour and equipment:** The Owner shall make his own arrangements for providing dredger, all equipment, routine boats, provision, fuel, power, consumable goods etc. together with sufficient quantity of spare parts for the efficient and uninterrupted execution of work. He shall also arrange for the supply and transport of all materials to the dredger and all the labour required for the satisfactory execution and completion of the work. He shall employ competent persons with adequate qualifications and experience to man his craft in all shifts to ensure proper execution of the contract. The Owner shall not be provided any assistance by way of equipment or craft from the DCI for carrying out the dredging work.
- 15 **Corrections and withholding of certificates:** The Charterer may make any corrections or modifications in any previous certificate for payment which shall have been issued by him. The Charterer shall have power to withhold approval of any further certificate for payment if the work is not being carried out to his satisfaction after giving notice of the unsatisfactory work within 7 days.
- 16 Navigable channel to be kept free throughout the period of the contract, the Owner shall ensure that the work is carried out without causing any obstruction or interference to the normal traffic in the Harbour. The Owner's craft and personnel shall at all times adhere to the established rules of the Port and comply with any directions in respect of navigation in the harbour that may be issued from time to time by the Dy. Conservator.
- 17 The dredger will be available for VHF contact on channel 16/06 at all times during its working hours and dredging operations may be stopped by the Dy. Conservator if the dredger does not respond to calls on VHF (Channel 16/06) by the Signal Station, Harbour Master, Duty Pilots. This stoppage of work will not count towards idle time charges or extension.
- 18 The estimated dredging quantity of 4.6 M. Cum shall be completed in 92 operational days within the contract period of 120 days.
- 19 **Additional scope of work as applicable for dredging at Cochin Shipyard Limited (CSL):**
- i) The material to be dredged is Sand, Silt and Soft marine clay. During dredging, it is not expected that concrete blocks, gravel, iron rods, anchors, chains, debris, fenders, tyres, empty drums, vessel's scraps, steel / nylon ropes, plastic bags, etc. likely to be encountered and if so encountered, same shall not be considered as underwater obstructions and no idle time charges shall be payable on this account. Informatively,

no soil investigation reports available for CSL area.

- ii) The dredged material shall be dumped at the designated dumping location of Cochin Port Authority. Average dumping distance at CSL (one- way) is around 16 nautical miles. (Details of Paradip and CSL dumping grounds attached at Appendices)
- iii) The daily dredging reports shall be certified by Master of the dredger and Representatives of Charterer and CSL, which shall form the basis for payment of charter hire.
- iv) The DLM print for each load shall be signed by the Master of Dredger, Representatives of Charterer and CSL. Calibration report shall be given to CSL based on requirements.
- v) The vertical tolerance of 0.50 mts. and horizontal tolerance of 15.00 mts. shall be maintained. The side slopes will be maintained at 1:6.
- vi) If during dredging, Owner shall encounter physical conditions or obstructions which could not have been reasonably foreseen by Owner, shall forthwith give written notice thereof to Charterer & CSL. Charterer & CSL shall examine the difficulty in detail and communicate its decision in writing to Owner which shall continue to execute the work in accordance with the orders of Charterer / CSL.
- vii) Daily Dredging Reports (DDR) shall be maintained on board the dredger and signed by the representative of the Charterer, CSL and Master of the dredger and shall be submitted to the Charterer/ CSL daily in duplicate.
- viii) CSL will arrange to issue gate passes free of cost for entry into and exit from the CSL areas and other dredging areas for the staff and crew of the dredger, on a written request by Owner. Similar passes will also be allowed free to their supplier's, boats, transport, and equipment/ spares to and from the site of work through the Port area/water front under the control of the CSL.
- ix) The total work of dredging estimated quantity of 3.50 million cum shall be completed in 70 operational days (dredging) within the contract period of 90 days. Owner has to submit detailed methodology for completing the work in above said period with bar chart along with tender submission.
- x) Layout of CSL, dumping ground location, Bathymetric charts, are furnished as Appendices to this tender as follows:

<b>Sl. No.</b>	<b>Description</b>	<b>Appendices</b>
1.	Lay out of dredging area	Appendix-5
2.	Dumping ground location	Appendix-6
3.	Bathymetric charts of dredging areas	Appendix-7

**Form of Bank Guarantee**  
(In Lieu of Performance Security)

Bank Guarantee, No.

Date:

To:

The Head of the Department (Ops)  
Dredging Corporation of India Limited,  
Dredge House, 3<sup>rd</sup>Floor, Seethammadhara,  
HB Colony Road Visakhapatnam – 530022

1. In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Core No.-2, First Floor, SCOPE MINAR, Plot No. 2A&2B, Laxmi Nagar District Center, DELHI – 110 091, India (herein after called the “DCIL”) having agreed to exempt M/s. \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ (herein after called the said “Owner” from the demand under the terms and conditions of an Agreement / Contract / Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ made between Charterer and Owner for Invitation of Bids for **“Chartering of Trailer Suction Hopper Dredgers on daily charter basis for maintenance dredging works at PPA, CSL and other ports in India” for a period of 7+7 months.**

2. (herein after called the said “Agreement”), of Performance Security Deposit for the due fulfilment by the said Owner of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for **Rs. \_\_\_\_\_ Crores (Rupees \_\_\_\_\_ only)**, we \_\_\_\_\_ (Hereinafter referred to as “the Bank” at the request of M/s. \_\_\_\_\_ (Owner) do hereby undertake to pay to Charterer an amount not exceeding \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by DCIL by reason of any breach of the said Owner of any of the terms and conditions contained in the said Agreement.

3. We, \_\_\_\_\_ (Indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from Charterer without reference to the Owner and the demand stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by Charterer by reason of breach by the said Owner of any of the terms or conditions contained in the said Agreement or by reason of the Owner’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs. \_\_\_\_\_ Crores (Rupees \_\_\_\_\_ only).**

4. We undertake to pay to Charterer any money so demanded notwithstanding any dispute or disputes raised by the Owner 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 Owner shall have no claim against us for making such payment.

5. We further (Indicate name of the Bank) 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 Agreement and that it shall continue to be enforceable till all the dues of Charterer under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Charterer certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Owner and accordingly discharge this guarantee. Unless a demand or claim in writing under this guarantee has been received by us on \_\_\_\_\_, we shall be discharged from all liability under this guarantee thereafter.

6. We, \_\_\_\_\_ further agree (*Indicate name of the Bank*) that Charterer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Owner from time to time or to postpone for any time or from time to time any of the powers exercisable by Charterer against the said Owner and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Owner or for any forbearance, act or omission on the part of Charterer or any indulgence by Charterer to the said Owner 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.

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

8. We, \_\_\_\_\_ (*Indicate name of the Bank*) lastly undertake not to revoke this guarantee during its currency except with the previous consent of Charterer in writing.

9. This guarantee will remain in force until \_\_\_\_\_. All claims under this guarantee must be made in writing and dispatched to us by Registered Post, Hand Delivery or by Courier against acknowledgment. Notwithstanding what is stated above, our liability under this guarantee will be limited to **Rs.-----Crores (Rupees -----only)**.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2024

For \_\_\_\_\_.

(*Indicate Name of the Bank*)

(Below section is not part of BG format)

Note: *In case Bank guarantees are from a Bank outside Visakhapatnam, then it should be countersigned by the Branch In-charge of Visakhapatnam or give consent to pay the encashed amount forthwith unconditionally on presentation of the Bank Guarantee.*

**BILL OF QUANTITIES**

**PREAMBLE**

1. The Owner/ bidder can quote the charter hire rate for any TSHD with hopper capacity of 7000 Cum or above.
2. Quoted Charter hire Rate(s) shall be exclusive of GST and other taxes. The Taxes, levies, duties, etc. shall be paid extra on the bill amount.
3. Mobilization / voyage period from the port of delivery to any other port(s) of deployment as per the requirement of Charterer shall be considered as 'On hire' and hence no additional mobilization charges are applicable.
4. Charterer has to redeliver the vessel at the last port of deployment in case of Charterer deploying the vessel at any other Port in India during the Charter period. Till that time vessel will be considered as 'On hire' and hence no additional de-mobilization charges are applicable.
5. Financial Evaluation shall be carried out based on the L-1 amount quoted for a combination of BOQ – A & B, and L-1 Bidder will be decided accordingly.
6. Bidder shall quote the charter hire rate for PPA, CSL and for any other ports in India under A, B & D respectively. However, the total quoted value for PPA & CSL at C (A + B) only shall be considered for arriving L-1 bidder and the quoted rate under 'D' for any other port shall be operated as per requirement of Charterer for chartering additional TSHD or for deployment of chartered TSHD at any other port in India.

**BILL OF QUANTITIES (not to be quoted)**

**Name of work:** "Chartering of Trailer Suction Hopper Dredgers on daily charter basis for maintenance dredging works at PPA, CSL and other ports in India" for a period of 7+7 months

**A. For dredging estimated quantity of 4.6 million cum at Paradip Port:**

Chartering of TSHD with hopper capacity 7,000 Cu.M & above on daily charter basis for carrying out maintenance dredging operations at Paradip Port for estimated quantity of 4.6 million cum as per requirement of Charterer. The charter rate is inclusive of initial mobilization, final de-mobilization, man power, Fuel / Lubs, Repairs, Stores / Spares, wear & tear, insurance, ancillary equipment like survey/routine launches etc., all complete.

Sl. No.	Dredger Hopper capacity (CuM)	Min. indicative production per day of 24 hrs (CuM)	Charter rate per day of 24 hrs or prorata (Rs.)		Estimated quantity to be dredged (CuM)	No. of dredging days	Total quoted amount (Rs.)
(A)	(B)	(C)	(D)		(E)	(F) = (E) / (C)	(G) = (D) X (F)
a)			<u>Working:</u>		4.6 million		
b)			<u>Non-working:</u>		-	-	-
c)	<b>Total amount excluding GST</b>						
d)	<b>Add GST</b>						
e)	<b>Total amount including GST (A)</b>						

**B. For dredging estimated quantity of 3.5 million cum at Cochin Shipyard Limited (CSL), Kochi:**

Chartering of TSHD with hopper capacity 7,000 Cu.M & above on daily charter basis for carrying out maintenance dredging operations at Cochin Shipyard Limited (CSL), Kochi for estimated quantity of 3.5 million cum as per requirement of Charterer. The charter rate is inclusive of initial mobilization, final de-mobilization, man power, Fuel / Lubs, Repairs, Stores / Spares, wear & tear, insurance, ancillary equipment like survey/routine launches etc., all complete.

Sl. No.	Dredger Hopper capacity (CuM)	Min. indicative production per day of 24 hrs (CuM)	Charter rate per day of 24 hrs or prorata (Rs.)		Estimated quantity to be dredged (CuM)	No. of dredging days	Total quoted amount (Rs.)
(A)	(B)	(C)	(D)		(E)	(F) = (E) / (C)	(G) = (D) X (F)
a)			<u>Working:</u>		3.5 million		
b)			<u>Non-working:</u>		-	-	-
c)	<b>Total amount excluding GST</b>						
d)	<b>Add GST</b>						
e)	<b>Total amount including GST (B)</b>						

<b>C</b>	<b>Total quoted amount including GST (Rs.), i.e. Sum of (A + B)</b>	<b>Rs.</b>
----------	---	------------

**D. For dredging at any other ports in India: (with additional Dredger)**

For Chartering of TSHD with hopper capacity 7,000 Cu.M & above on daily charter basis for carrying out maintenance dredging operations at any other ports in India

Sl.No.	Dredger Hopper capacity (CuM)	Charter rate per day of 24 hrs or prorata (Rs.)	Remarks
(A)	(B)	(C)	(D)
a)		Working:	Quoted rate shall be applicable for deployment of the TSHD at any other ports in India, as per the requirement of charterer
		Non-working:	

Note:

- i) Bidder shall quote 'D' with additional dredger.
- ii) The charter rate for 'D' will not be considered for determining the L-1 bidder.
- iii) The lowest quoted value of 'C', i.e. the sum of quoted amount of 'A' and 'B' shall be considered as 'L-1'

**PROFORMA**  
(MoP&NG/ONGC/DGH)  
(Foreign Nationals Including Crew)

**'A'**

1. Name of the Foreigner ( in capital letters :  
with surname underlined)
2. Father's name :
3. Place and date of birth :
4. Nationality 1) Present :  
2) Past
5. Occupation (give also address of Work if :  
employed)
  
6. Present Address :
7. Permanent address :
8. Reference :  
a) In country of applicant :  
  
b) In India
9. Passport details  
a) Number  
b) Issued at (Place) :  
c) Date of Issue :  
d) Valid upto :  
:  
:
10. Details of visa for India, if obtained :  
No. \_\_\_\_\_ Issued by  
At \_\_\_\_\_ Valid Until
11. Place of visit :
12. Purpose of Visit : EMPLOYMENT ON VESSEL AS CREW
13. Port of entry into India :
14. Likely date of visit :
15. Duration of visit :



16. Details of previous visits to India, if any :
17. Has he / she / they previously visited any restricted area or protected area in India. If so, give details.
18. Has any earlier request for the permit/VISA been refused? if so, details thereof

The information given above is correct and complete to the best of my knowledge.

Dated:

Place:

Signature of applicant

ADVANCE INFORMATION ABOUT EXPATRIATES TO BE ENGAGED BY M/S. \_\_\_\_\_ FOR FOREIGN FLAG VESSEL TSHD “\_\_\_\_\_”.

Sr. No.	Applicants Full Name	Father's Name	Place of Birth / Date of Birth	Present Nationality / Past Nationality	Occupation	Permanent Address in country of applicant	Present Address in India	Passport No & Place of issue/ Passport Date of Issue & Valid upto	Visa Details (Number / Type of visa/ Validity)	Place & Purpose of visit	Date last Visited India	Details of visited restricted area in India	Whether permission rejected earlier (if so details thereof)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
1													
2													
3													

**PROFORMA**

To:

The Head of the Department (Operations)  
Dredging Corporation of India Limited,  
Dredge House, 3<sup>rd</sup>Floor, Seethammadhara,  
HB Colony Road, Visakhapatnam – 530022  
Sir,

Sub “Chartering of Trailer Suction Hopper Dredgers on daily charter basis for maintenance dredging works at PPA, CSL and other ports in India” for a period of 7+7 months–Reg.

\*\*\*

A. With reference to your Tender DCI/HO/OPS/MD/Chartering TSHD/2024-25, dtd. 08-11-2024 and, 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 Ports, Shipping and Waterways, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Limited.

‘or’

B. We hereby certified that my relative(s) working as Officer in Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Ports, Shipping and Waterways, Government of India are given below:

- 1.....
- 2.....
- 3.....
- 4.....

Thanking you,

Yours faithfully,

\*Strike out ‘A’ or ‘B’, whichever is not applicable.

(On Company Letter head)

*Annexure -12*

PROFORMA

To:

The Head of the Department (Operations)  
Dredging Corporation of India Limited,  
Dredge House, 3<sup>rd</sup>Floor, Seethammadhara,  
HB Colony Road, Visakhapatnam – 530022  
Sir,

Sub “Chartering of Trailer Suction Hopper Dredgers on daily charter basis for maintenance dredging works at PPA, CSL and other ports in India” for a period of 7+7 months–Reg.

\*\*\*

A. With reference to your Tender DCI/HO/OPS/MD/Chartering TSHD/2024-25, dtd. 08-11-2024 and we hereby undertake 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 we have not committed any offence under the Prevention of Corruption Act in connection with the bid.

and,

B. As per Contract, we hereby certified that we have nothing to disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.

Thanking you,

Yours faithfully,

(On Company Letter head)

Annexure -13

PROFORMA

To:  
The Head of the Department (Operations)  
Dredging Corporation of India Limited,  
Dredge House, 3<sup>rd</sup>Floor, Seethammadhara,  
HB Colony Road, Visakhapatnam – 530022

Sir,

Sub: “Chartering of Trailer Suction Hopper Dredgers on daily charter basis for maintenance dredging works at PPA, CSL and other ports in India” for a period of 7+7 months–Reg.

\*\*\*

A. With reference to your Tender DCI/HO/OPS/MD/Chartering TSHD/2024-25, dtd. 08-11-2024 and we hereby certify that, we do not have any current litigation with any party/firms.

‘or’

B. We hereby certified that presently we are having litigation with the following party/firms:

1.....

2.....

3.....

4.....

Thanking you,

Yours faithfully,

\*Strike out ‘A’ or ‘B’, whichever is not applicable.

**FORM FOR VENDOR CODE CREATION/CHANGES IN ERP**

**1.0 VENDOR DETAILS:**

<b>Name of the Vendor</b>		<b>* Vendor Code</b>	
<b>Address (including PIN code)</b>			
<b>Mobile Number</b>		<b>Email ID</b>	

**2.0 Taxation and Other Registration Details : (Supporting copies needs to be attached)**

<b>PAN No.</b>		<b>GSTIN</b>	
<b>Type of Vendor</b>	Registered / Unregistered / Composite Dealer (Tick whichever is applicable)		

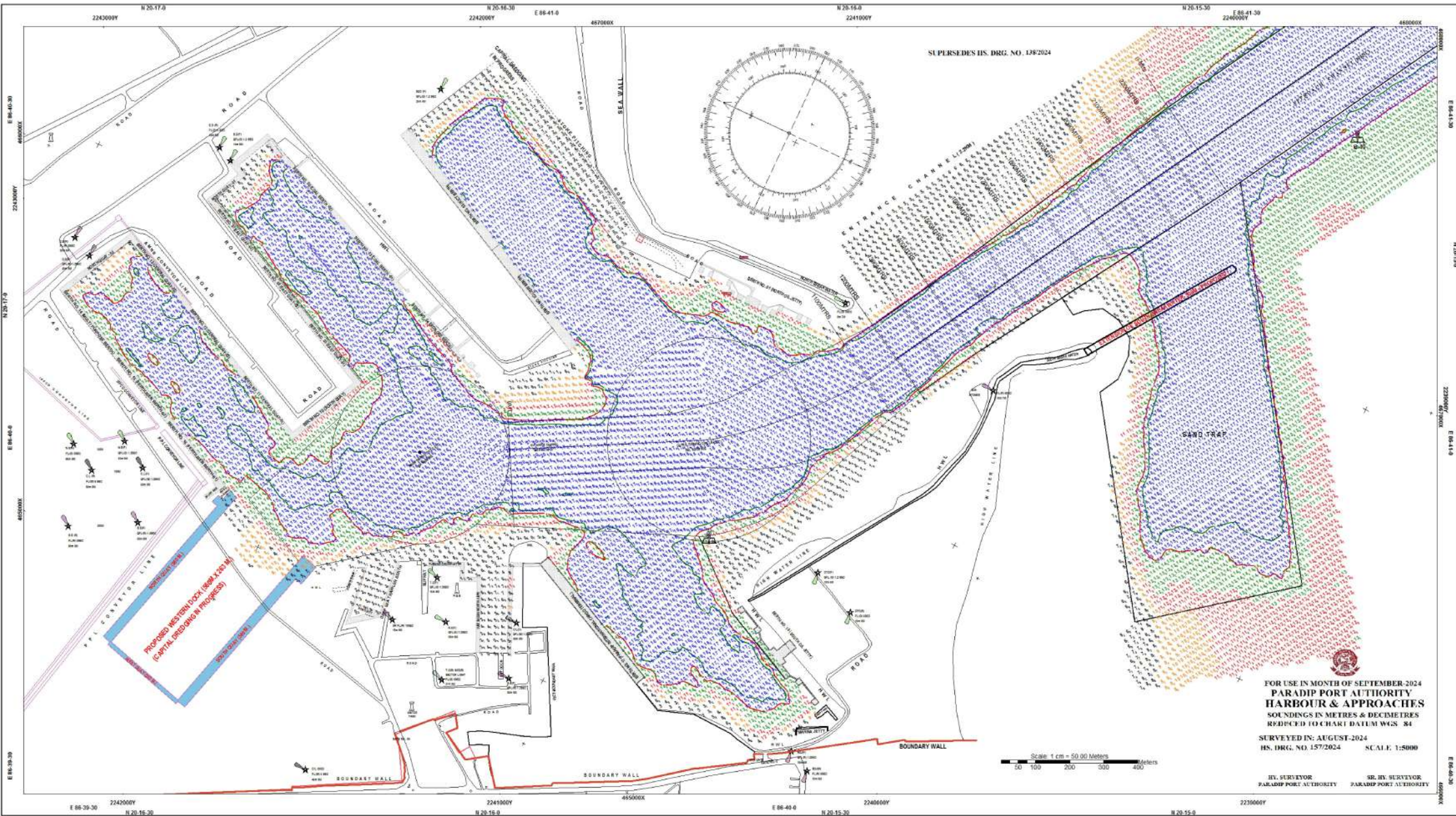
**Note: In case vendor does not provide PAN, TDS @ 20% will be deducted**

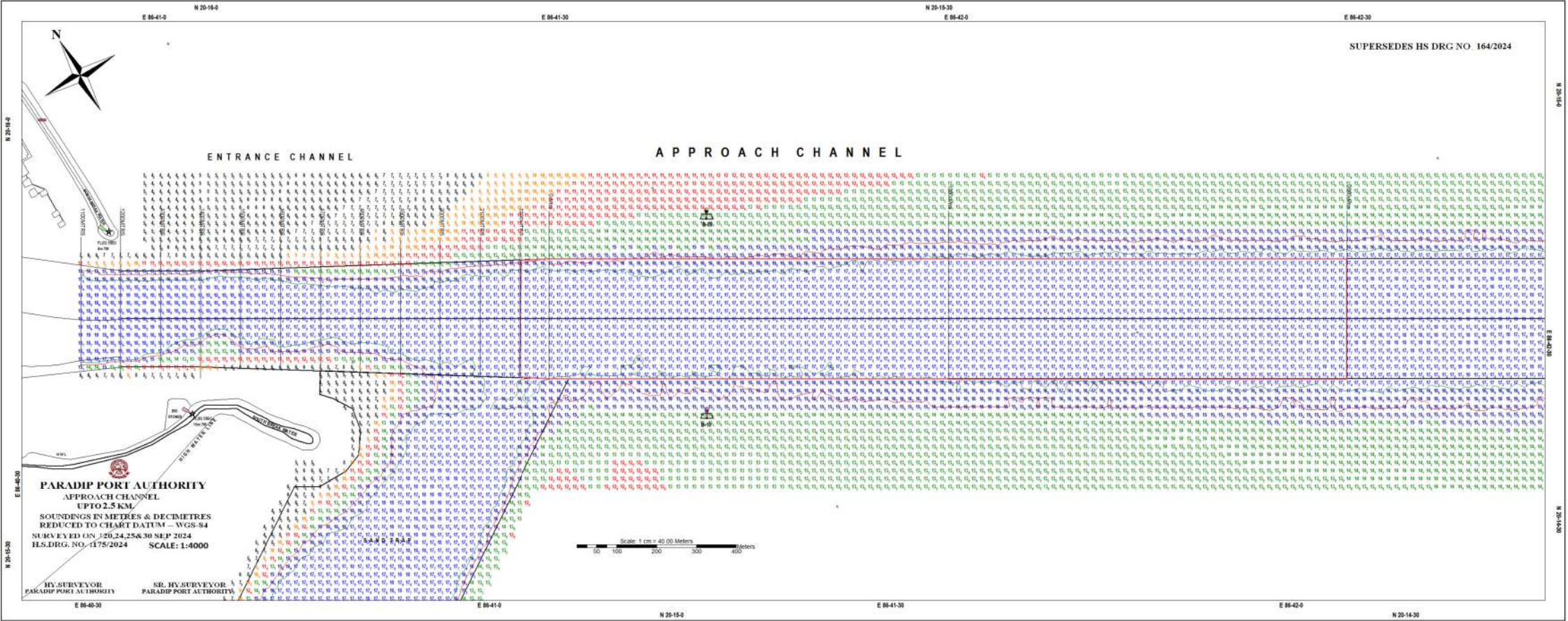
**3.0 Bank Details : (Copy of cancelled cheque needs to be attached)**

<b>Bank Name, Branch &amp; City</b>			
<b>Bank Account Number</b>		<b>IFSC Code</b>	

**4.0 PURPOSE FOR WHICH VENDOR CODE IS REQUIRED TO BE CREATED/ MODIFIED IN ERP**

<b>Recommended by (Person requesting for creating/modification of the Vendor Code)</b>	<b>Approved by (Concerned Section HOD)</b>	<b>Remarks if any</b>
<b>Name:</b>		
<b>Signature:</b>		
<b>Date</b>		
<b>Created by (in ERP)</b>	<b>Approved by</b>	<b>Approved by (in ERP)</b>
<b>Name:</b>		
<b>Signature:</b>		
<b>Date:</b>		





SUPERSEDES HS DRG NO. 164/2024

ENTRANCE CHANNEL

APPROACH CHANNEL

PARADIIP PORT AUTHORITY  
APPROACH CHANNEL  
UPTO 2.5 KM.  
SOUNDINGS IN METRES & DECIMETRES  
REDUCED TO CHART DATUM - WGS-84  
SURVEYED ON 26.24.25&30 SEP 2024  
H.S.DRG. NO.-175/2024 SCALE: 1:4000

SR. HY. SURVEYOR  
PARADIIP PORT AUTHORITY

Scale 1 cm = 400 Meters



N 20-54-0

E 86-42-0

E 86-42-30

N 20-54-0

E 86-44-0

E 86-43-0



SUPERSEDES HN DRG NO. 165-2024

**PARADIP PORT AUTHORITY**  
APPROACH CHANNEL  
FROM 1250 METERS TO 6250 METERS  
SOUNDINGS IN METRES & DECIMITRES  
REDUCED TO CHART DATUM - WGS-84

SURVEYED ON : 20.24.25&30 SEP 2024  
I.S.DRG. NO. 176/2024 SCALE: 1:4000

BY SURVEYOR  
PARADIP PORT AUTHORITY

SR. HY. SURVEYOR  
PARADIP PORT AUTHORITY



E 86-42-30

E 86-42-0

N 20-54-0

E 86-42-30

E 86-44-0

N 20-54-30

N 20-14-0

E 86-45-0

E 86-45-30

N 20-13-30

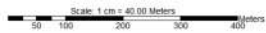
E 86-46-0

SUPERSEDES HS DRG NO.166/2024

  
**PARADIP PORT AUTHORITY**  
**APPROACH CHANNEL**  
 FROM 6250 MTRS TO 9800 MTRS  
 SOUNDINGS IN METRES & DECIMITRES  
 REDUCED TO CHART DATUM – WGS-84

SURVEYED ON: 20.24.25&30 SEP 2024  
 HS.DRG. NO. 177/2024 SCALE - 1:4000

HY. SURVEYOR SR. HY. SURVEYOR  
 PARADIP PORT AUTHORITY PARADIP PORT AUTHORITY



E 86-43-0

N 20-13-0

E 86-45-0

E 86-45-30

N 20-13-30

E 86-46-0

PC-52-B

N 20-13-30



GENERAL LAYOUT OF PARADIP PORT



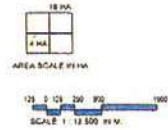
PARADIP PORT

LEGEND

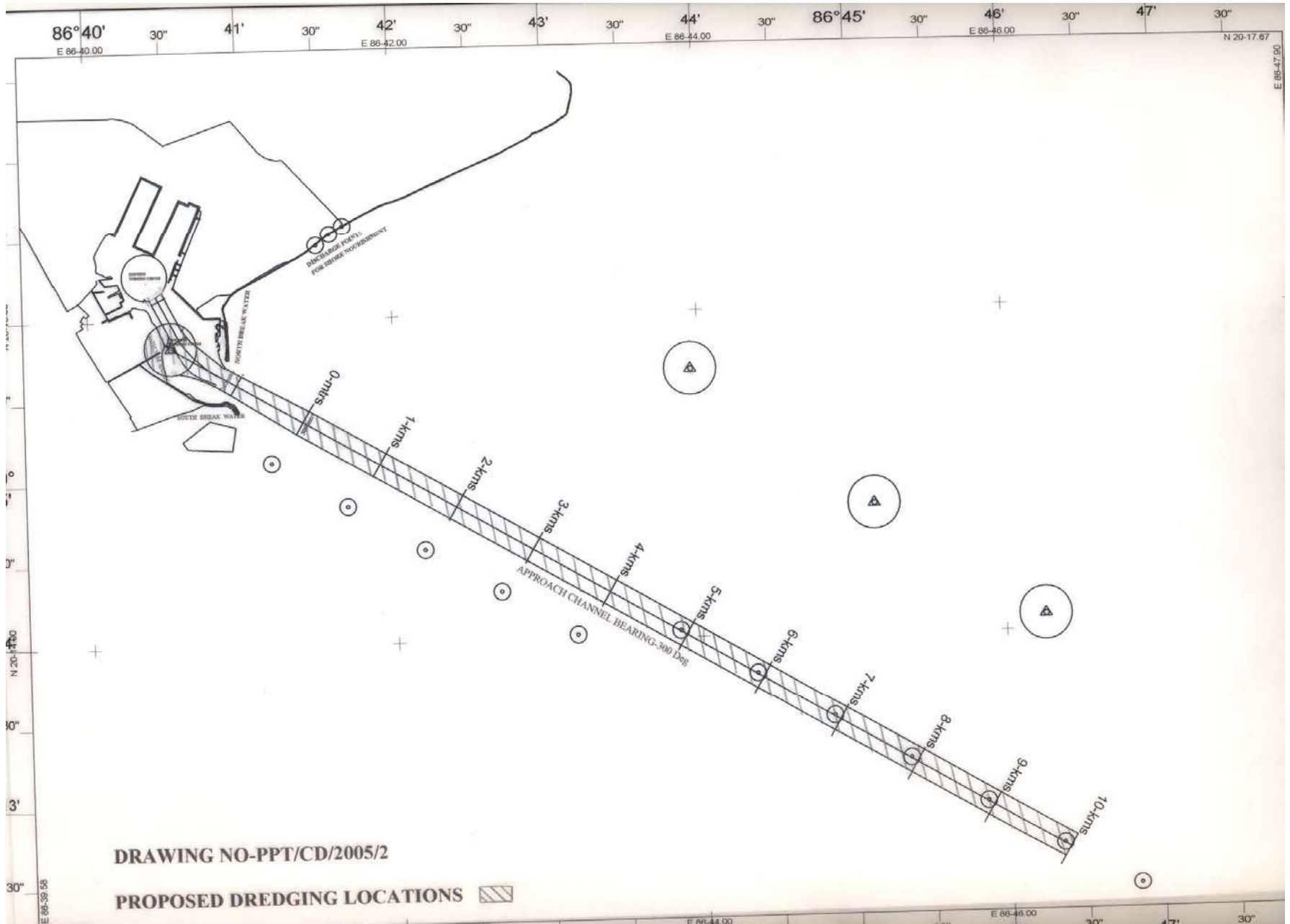
- RESIDENTIAL AREA
- COMMERCIAL AREA
- INSTITUTIONAL AREA
- COMMUNITY CENTRE OFFICES, RECREATION CLUBS, PUBLIC SEMI PUBLIC SCHOOLS, COLLEGES, HOSPITALS AND ZONAL DISPENSARIES
- WARE HOUSING ZONE
- INDUSTRIAL ZONE
- ORGANISED OPEN SPACES, PARKS & PLAYGROUNDS
- CREEKS - RESERVOIR - RIVER
- MANGROVE AREA
- C. I. S. F.
- STATE GOVT. LAND

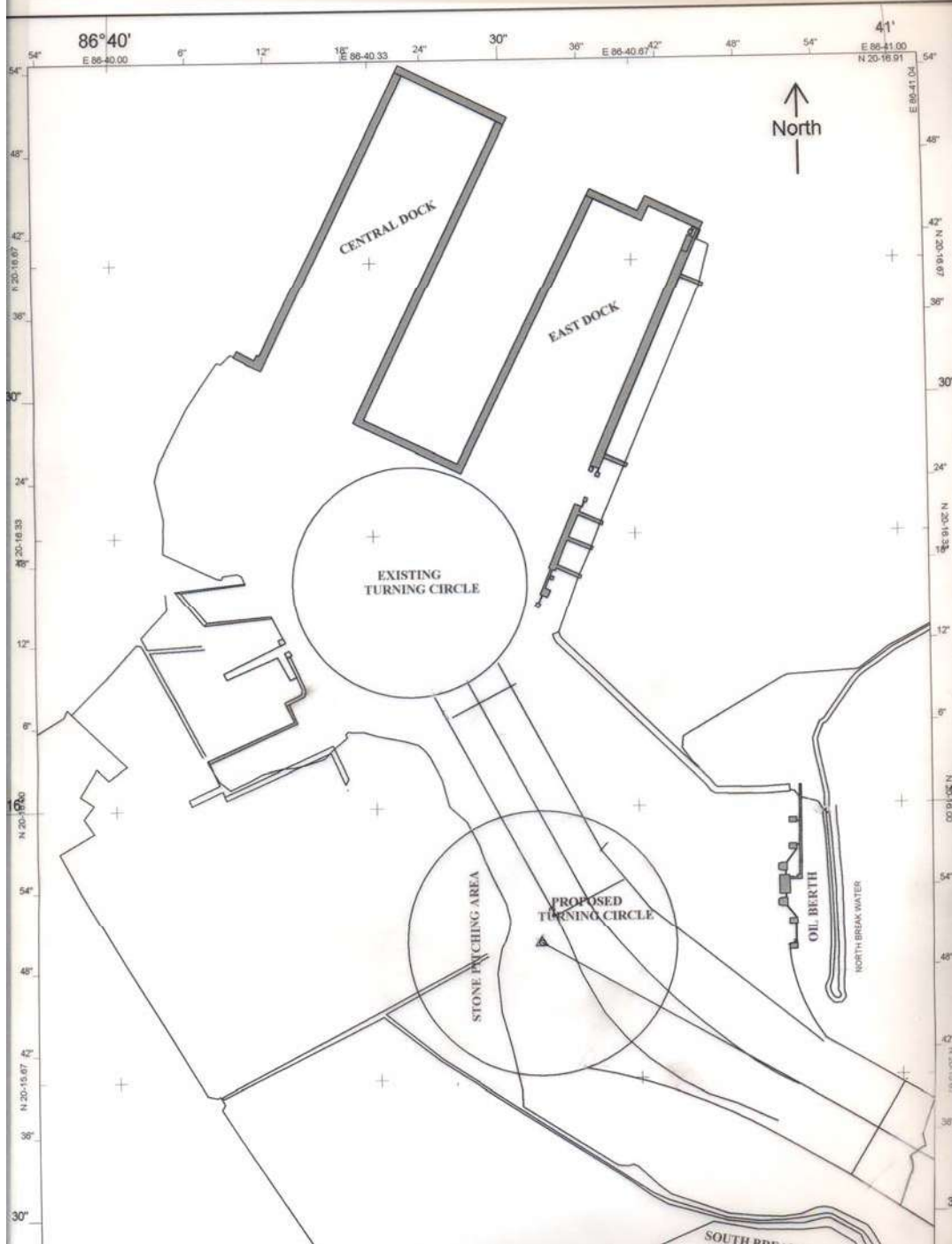
HARBOUR FACILITIES

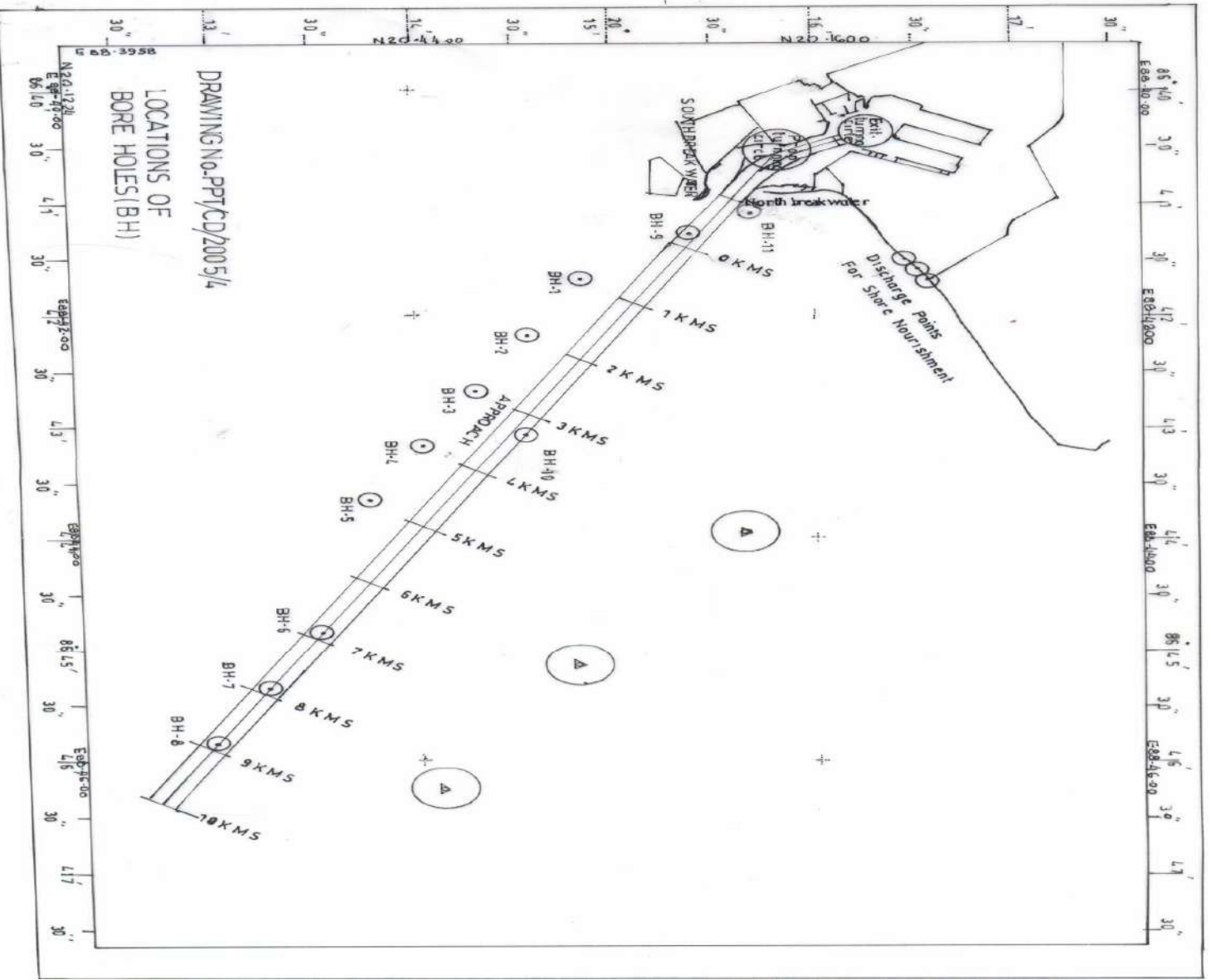
- EXISTING BERTHS
- FUTURE BERTHS
- FISHING HARBOUR
- COAL HANDLING PROJECT AREA
- COAL STACK YARDS
- STACK YARD
- WEIGH BRIDGE
- RAIL LINES
- ROADS
- MASTER PLAN LIMITS
- PROHIBITED AREA

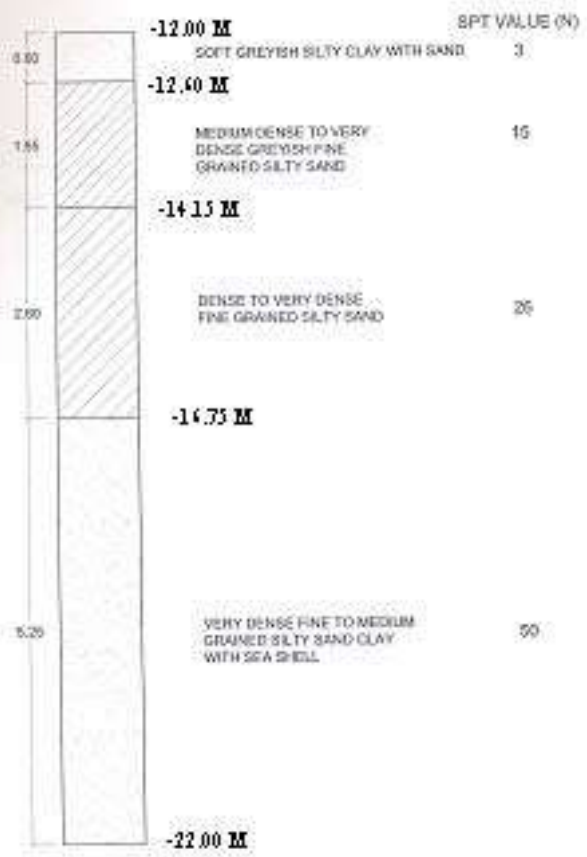


**PARADIP PORT TRUST**  
 PARADIP PORT - 754 142, INDIA  
 Tel: 22242, Te: 0674-211 0010 or Fax: 06720-22256  
 Gram: PORTTRUST, E-mail: ppport@pport.net.in



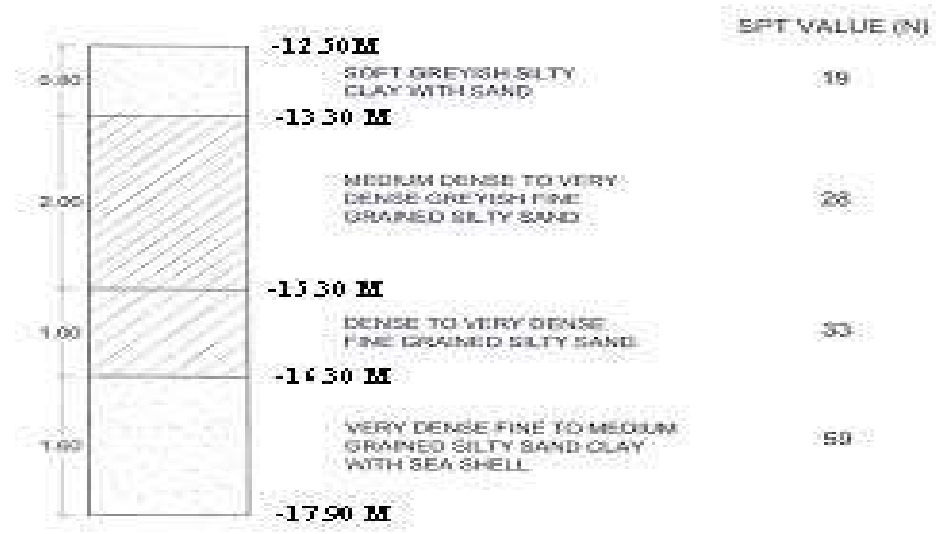




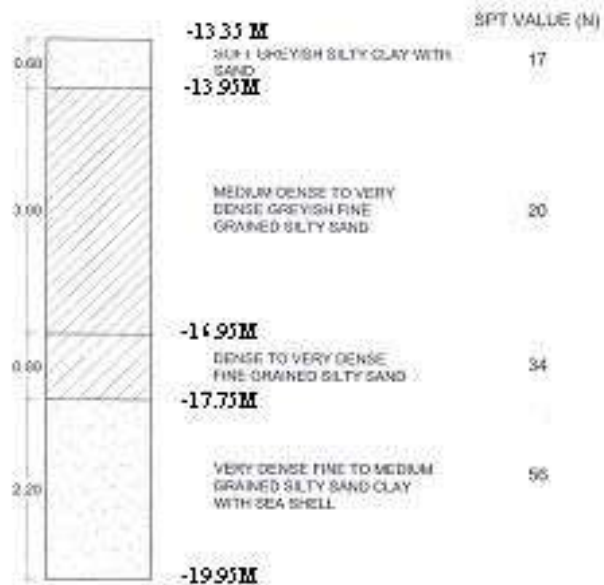


BORE HOLE NO. 1

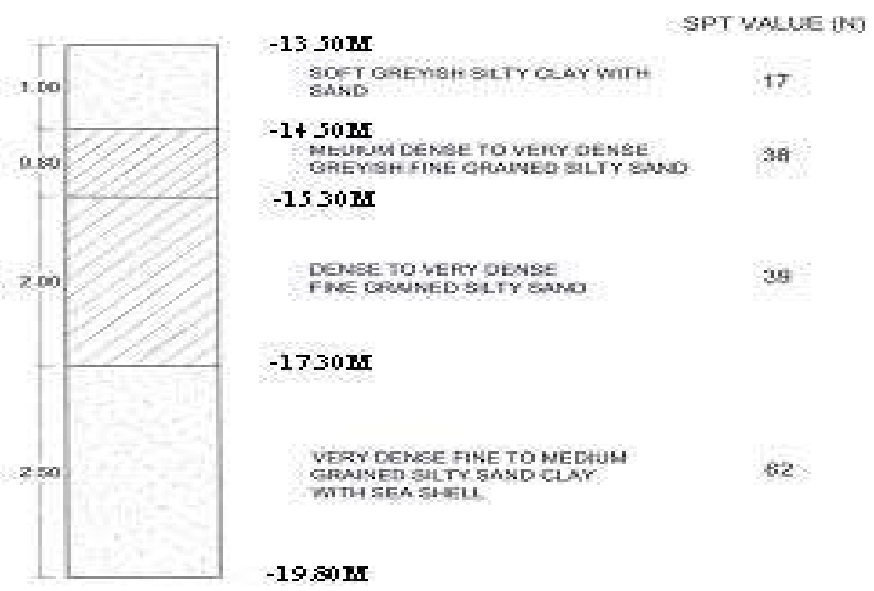




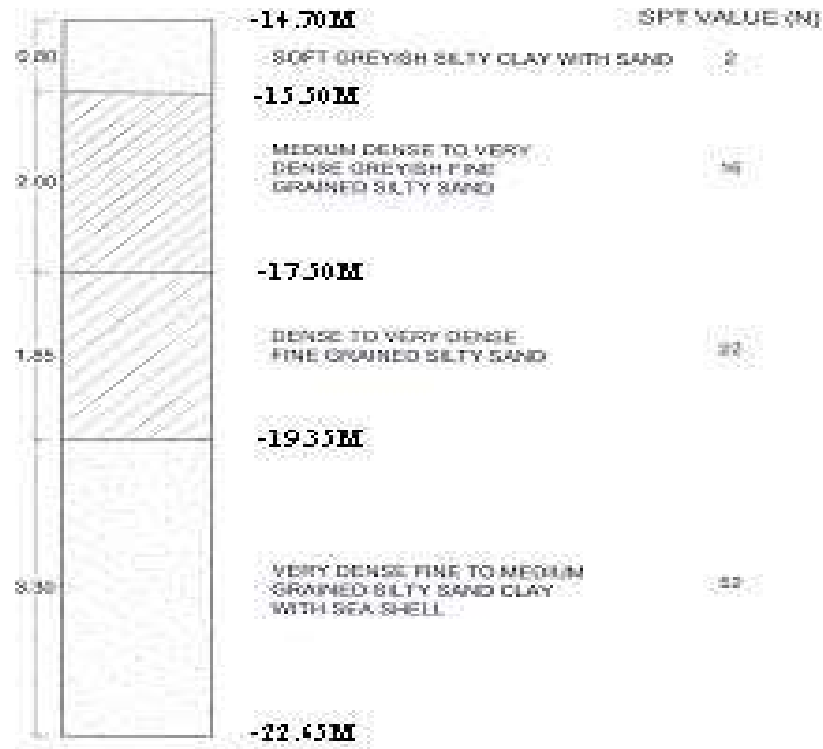
BORE HOLE NO. 2



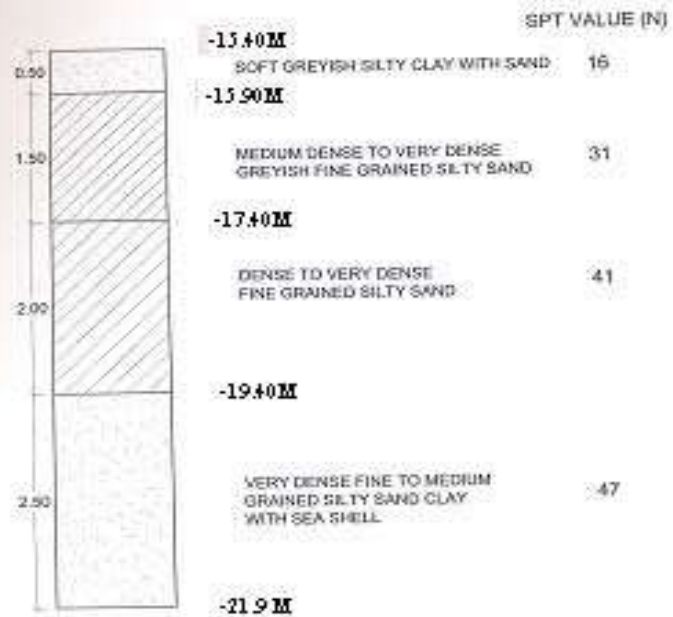
BORE HOLE NO. 3



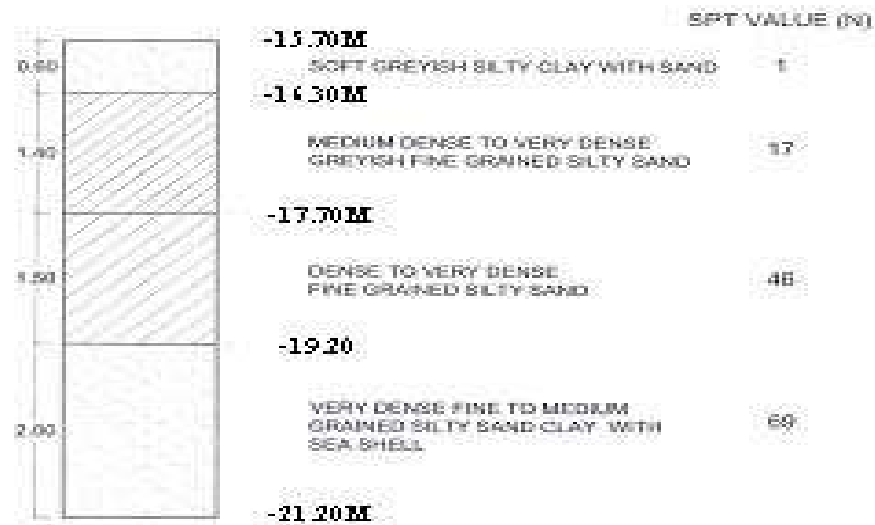
**BORE HOLE NO. 4**



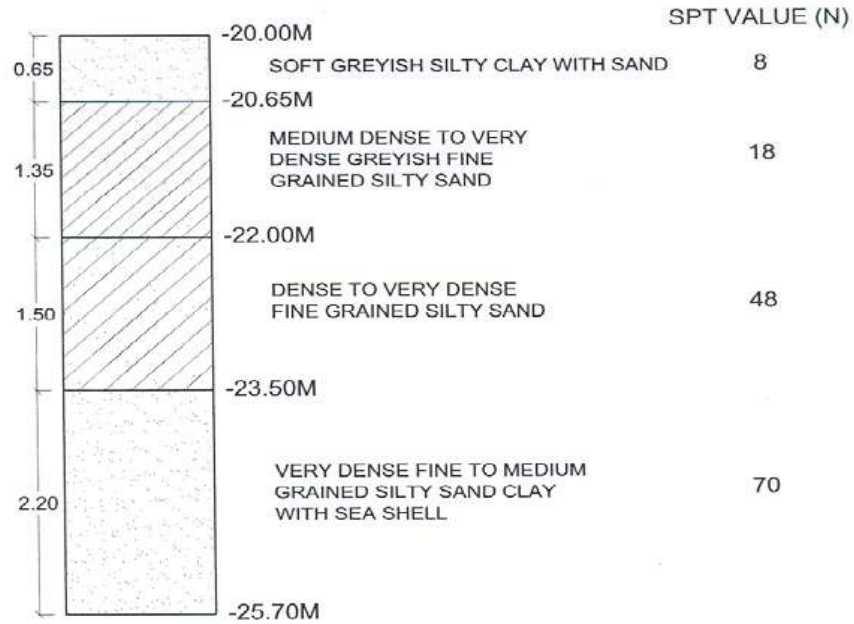
BORE HOLE NO. 5



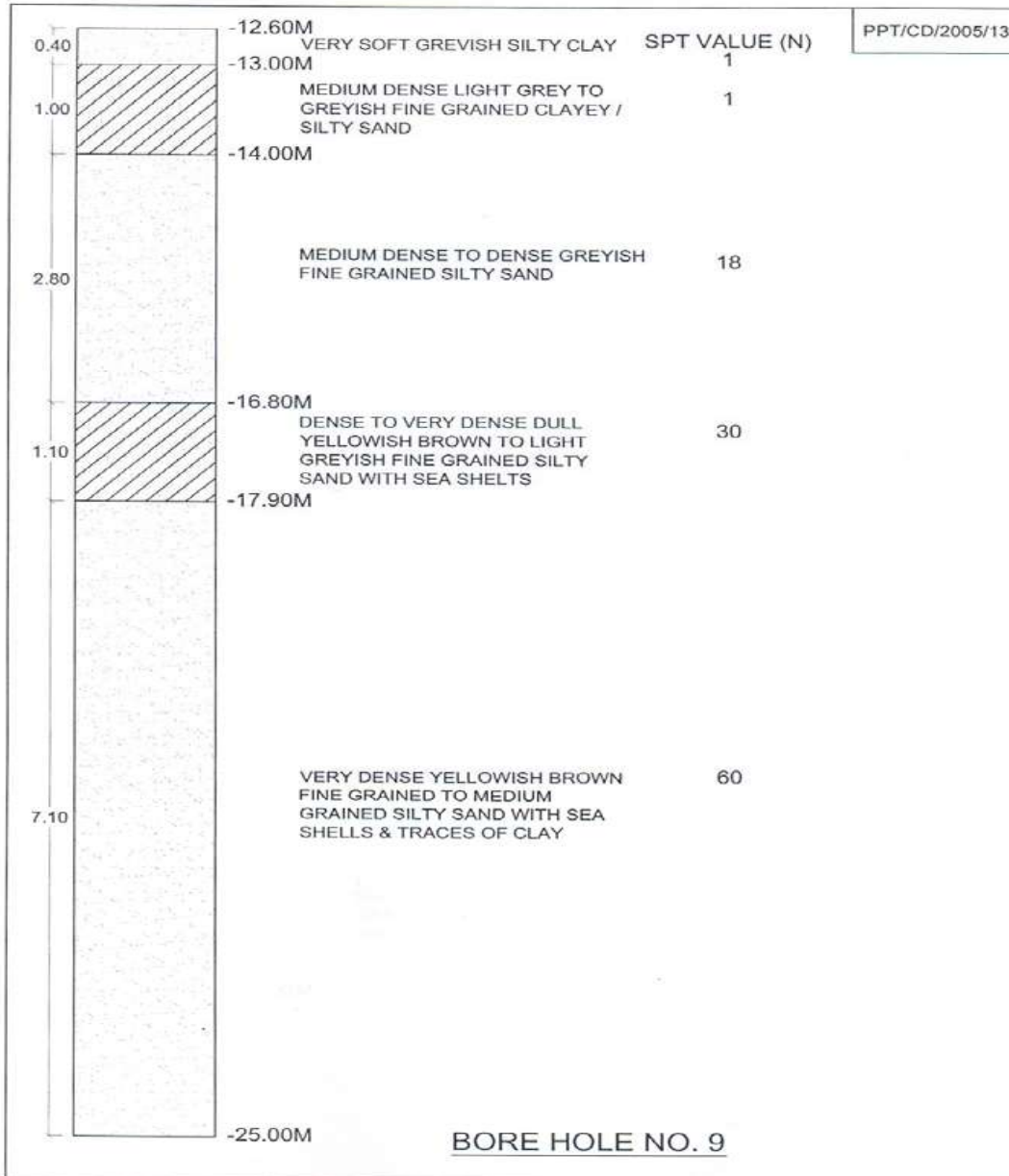
BORE HOLE NO. 6



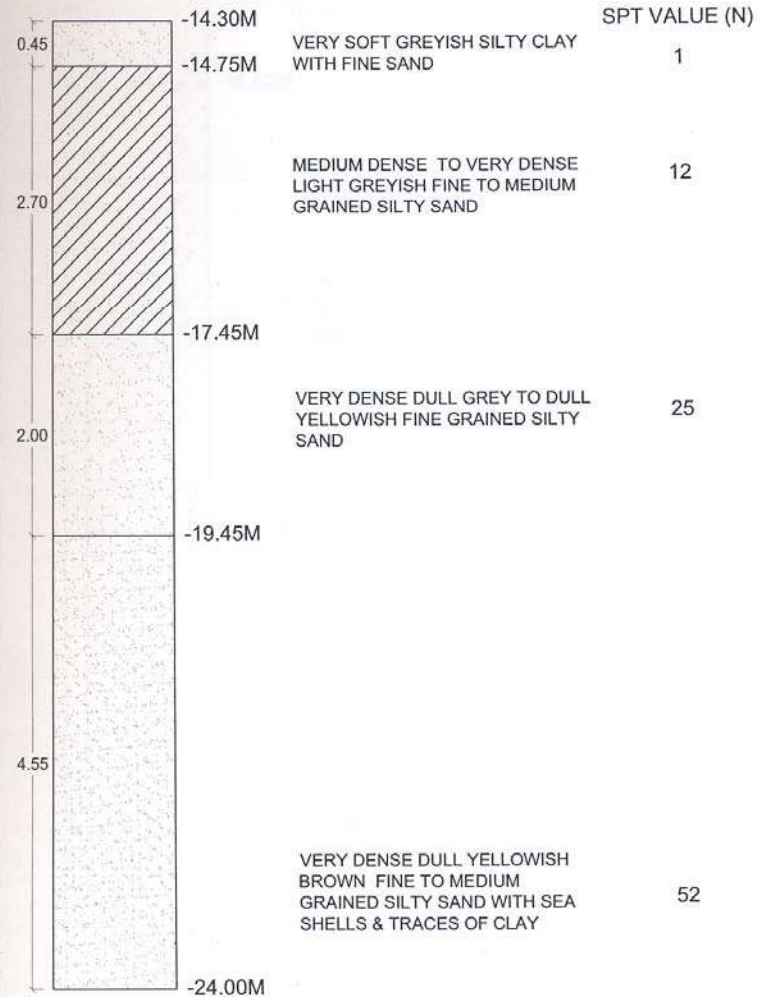
BORE HOLE NO. 7



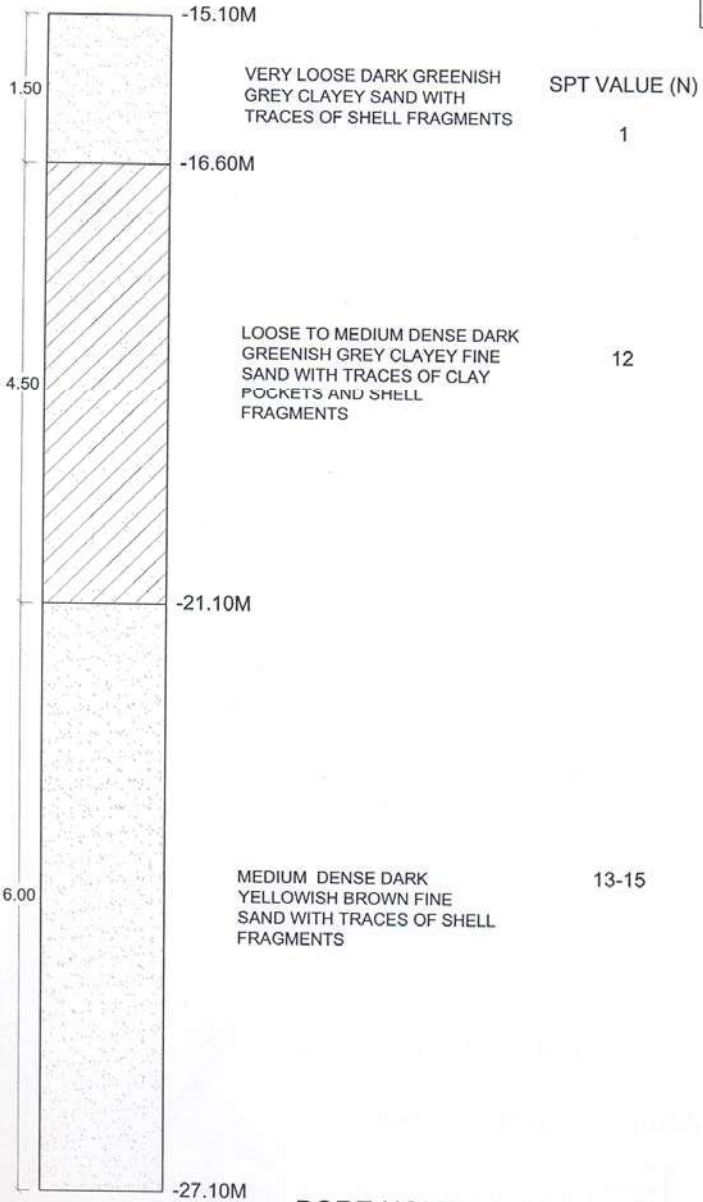
BORE HOLE NO. 8



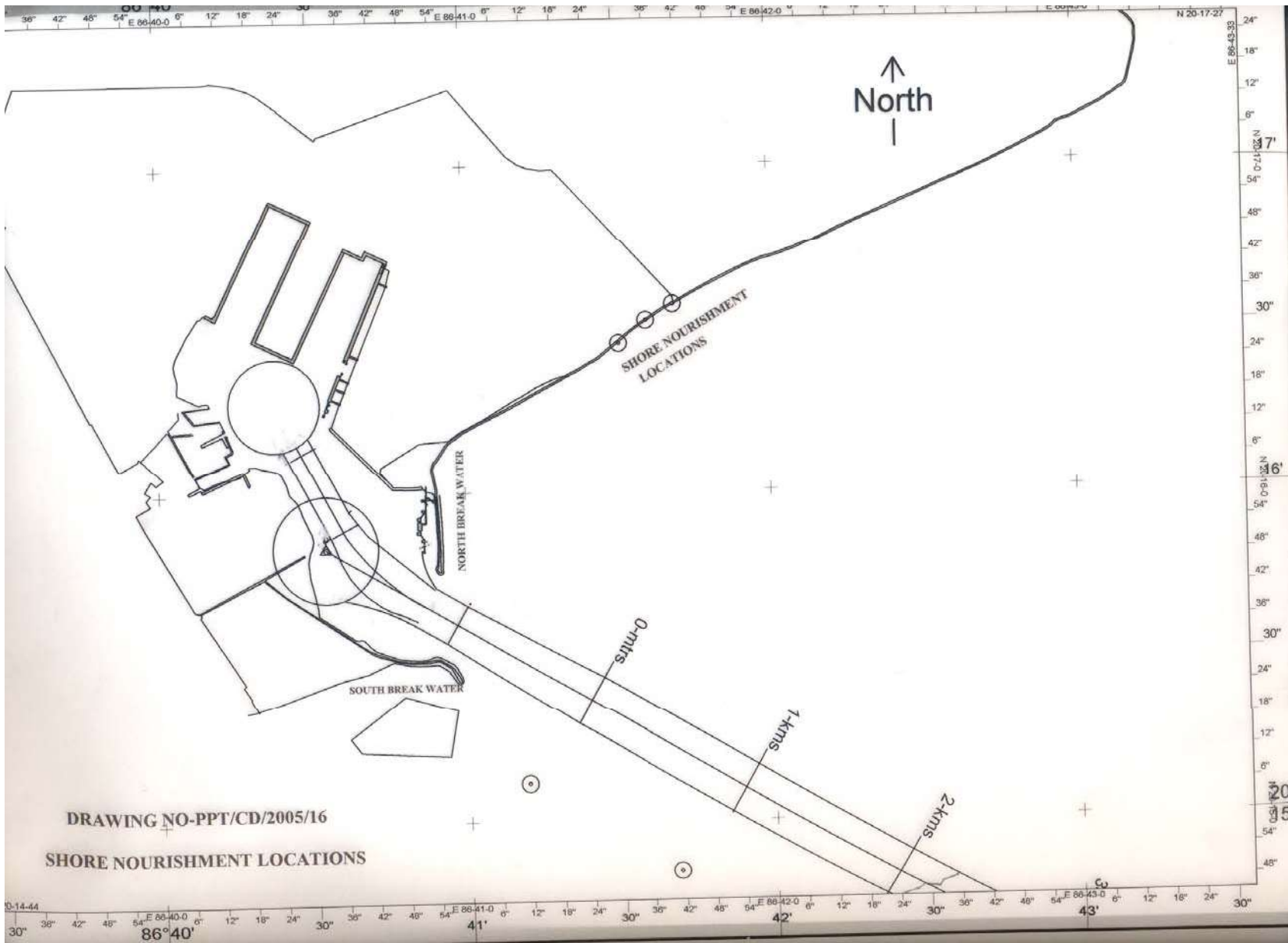


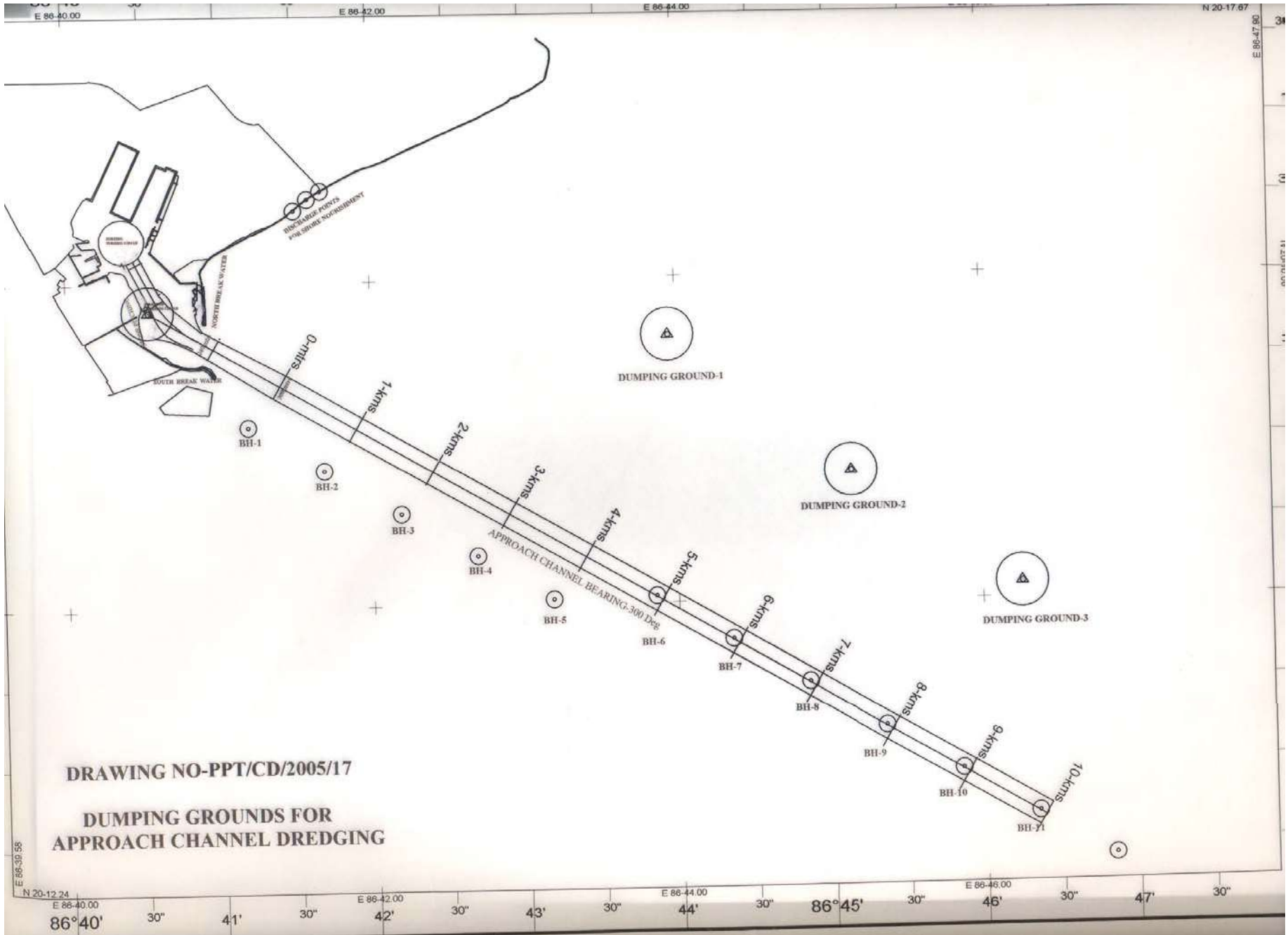


BORE HOLE NO. 10



BORE HOLE NO. 11





DRAWING NO-PPT/CD/2005/17

**DUMPING GROUNDS FOR  
APPROACH CHANNEL DREDGING**

E 86-38.58

N 20-12.24

E 86-40.00

E 86-42.00

E 86-44.00

E 86-46.00

86° 40'

30"

41'

30"

42'

30"

43'

30"

44'

30"

86° 45'

30"

46'

30"

47'

30"

N 20-17.67

E 86-47.80

N 20-17.67

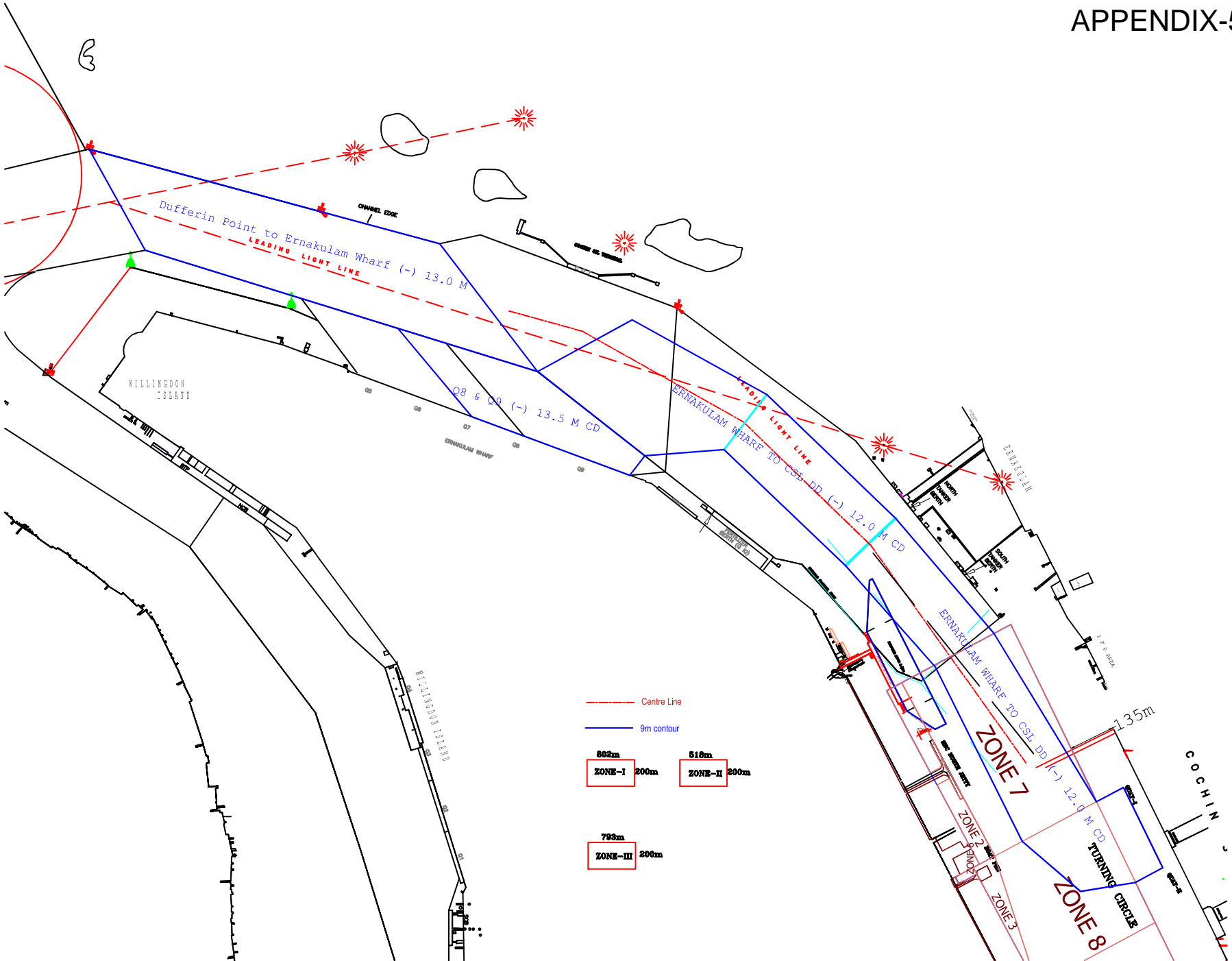
34

03

00.00000000

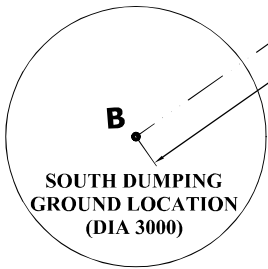
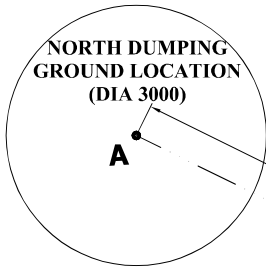
11

LAY OUT PLAN OF CSL, KOCHI



**DUMPING GROUND LOCATION & CO-ORDINATES FOR COCHIN SHIPYARD LIMITED**


Two dumping areas are shown in the Key plan, one on south and the other on the north of approach channel. These dumping areas are approximately 11.797 Km (Bearing 236°←24'47.2") and 12.999 Km (Bearing 295°←57'16.8") from No.7 and No.8 buoys respectively as shown in the Drg. No.9777-03-2024 dated 12-02-2024. The dredged material may be dumped predominantly at the south dumping area and north-dumping area may be used only when there are hindrances for accessing the southern dumping area. The material shall be dumped only beyond the distances specified above and where depth of water is 20m or more, spreading evenly over an area having a diameter of 3km as shown in the Drawing, in such a way that the depth shall not be less than 19m at any time.

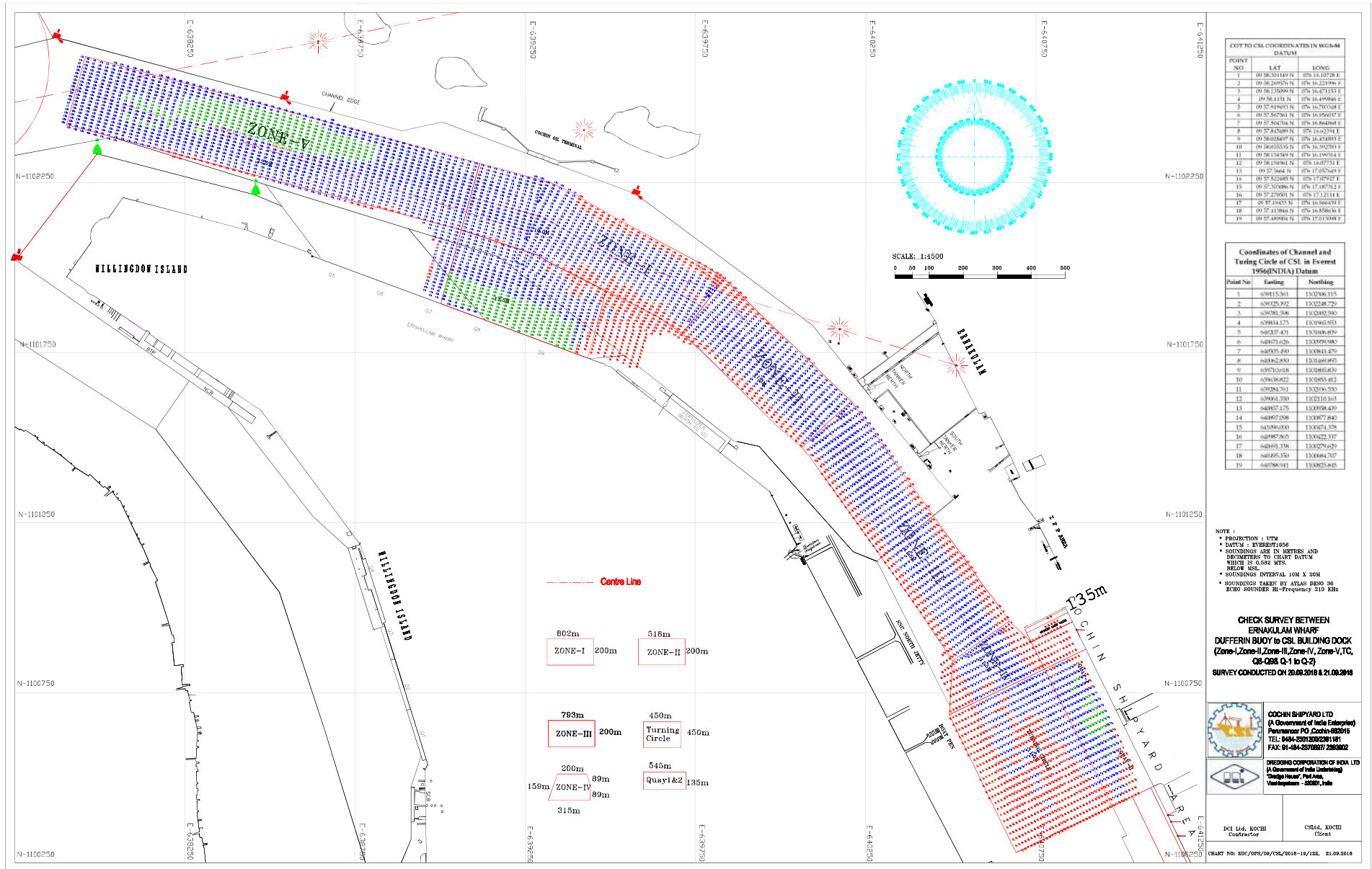


**LOCATION OF NORTH DUMPING GROUND (A)**  
 LATITUDE - N 1107233.77 M  
 LONGITUDE - E 617121.81 M  
**LOCATION OF SOUTH DUMPING GROUND (B)**  
 LATITUDE - N 1095008.44 M  
 LONGITUDE - E 618982.76 M

- NOTES :-**
- ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE SPECIFIED.
  - DEPTH INDICATED ARE WITH RESPECT TO PORTS CHART DATUM.
  - COORDINATES ARE IN U.T.M EVEREST SPHEROID.

NO.	DATE	REVISIONS	J.E.	A.E. (DREDG.)	E.E.(DREDG.)

 <b>COCHIN PORT AUTHORITY</b> COCHIN - 682009		DESIGNED	
DREDGING FOR MAINTENANCE OF CHANNELS AND BASINS AT COCHIN PORT FOR THREE YEARS 2024-25 TO 2026-27 KEY PLAN LOCATION OF DUMPING GROUNDS		DRAWN	PRASANTH
		TRACED	
		CHECKED	
		JE-I	Sd-
		A.E.E.(DREDG.)	Sd-
SCALE	DRG. NO.	DATE	REV.
NOT TO SCALE	9777 - 03 - 2024	14-02-2024	0
			S.E (Tech.)
			Sd-
			C.E.
			Sd-



**COT TO CSL COORDINATES IN WGS-84 DATUM**

POINT NO	LAT	LONG
1	09 58 34.074 N	076 16 07.074 E
2	09 58 36.055 N	076 16 22.199 E
3	09 58 35.099 N	076 16 47.153 E
4	09 58 33.118 N	076 16 49.966 E
5	09 57 59.940 N	076 16 20.548 E
6	09 57 56.701 N	076 16 36.637 E
7	09 57 54.718 N	076 16 49.668 E
8	09 57 45.689 N	076 16 45.314 E
9	09 56 02.497 N	076 16 43.893 E
10	09 56 05.555 N	076 16 36.703 E
11	09 56 34.549 N	076 16 45.914 E
12	09 58 19.461 N	076 16 07.731 E
13	09 57 56.614 N	076 17 05.769 E
14	09 57 52.685 N	076 17 09.927 E
15	09 57 30.586 N	076 17 18.712 E
16	09 57 27.001 N	076 17 12.114 E
17	09 57 24.833 N	076 16 46.429 E
18	09 57 43.384 N	076 16 45.563 E
19	09 57 48.048 N	076 17 01.908 E

**Coordinates of Channel and Turning Circle of CSL in Everest 1956(INDIA) Datum**

Point No	Easting	Northing
1	498115.541	132706.115
2	498125.942	130248.726
3	497981.386	130243.590
4	498841.175	130366.353
5	498237.401	130366.859
6	498071.626	130499.980
7	498375.491	130481.479
8	498362.803	130348.495
9	497710.618	130388.879
10	498368.822	130385.412
11	498284.763	130206.350
12	498461.300	130210.163
13	498857.175	130308.439
14	498497.086	130407.240
15	498366.000	130374.378
16	498487.805	130422.337
17	498369.336	130279.429
18	498495.350	130484.707
19	498786.941	130323.845

**NOTE :**

- PROJECTION : UTM
- DATUM : EVEREST 1956
- SOUNDINGS ARE IN METERS AND DIMENSIONS TO CHART DATUM WHICH IS 0.642 MTS.
- MEAN SEA
- SOUNDINGS INTERVAL 1.0M X 20M
- SOUNDINGS TAKEN BY ATLAS BESS 30 KHZ. SOUNDERS HI-Frequency 510 KHz.

**CHECK SURVEY BETWEEN DUFFERIN BUOY to CSL BUILDING DOCK (Zone-I, Zone-II, Zone-III, Zone-IV, Zone-V, TC, Q8-C88 Q-1 to Q-2) SURVEY CONDUCTED ON 20.08.2018 & 21.08.2018**

Link to download xyz files: <https://drive.google.com/drive/folders/1dWRi3omXMPjUw0PD7aWzqjESzdzX?usp=sharing>