

DREDGING CORPORATION OF INDIA LIMITED, VISAKHAPATNAM

TENDER REF NO.DCIL/F&A/Legal Counsel/2025-26, dated 01.10.2025

PREBID QUERIES

Dt 15.10.2025

Sl.No.	Reference/Section	Tender Clause	Query	DCI Reply
AAN LEGAL				
1	Pre-Qualification Criteria Part-II Clause (a)	The applicant should have experience of more than 10 years to act as legal counsel for raising funds through NCD's to the listed companies or Public Sector Undertakings/Authorities/GoI Institutions/State Govt entities having average minimum net worth of Rs. 500.00 Crs, during last 3 financial years.	Our firm has 3 plus years of experience and has to our credit having run 2 tranches of listed NCDs. We request you to amend or waive this condition to allow us to participate.	DCI tender conditions prevails.
2	Pre-Qualification Criteria Part-II Clause (b)	The applicant should have rendered services as a Legal Counsel while raising funds through NCD's to any listed companies/PSU's/GOI/State Govt entities and successfully completed the process of issuing NCD's during last seven years ending last day of month previous to the one in which applications are invited should be either of the following: i. Three similar completed works costing not less than the amount equal to Rs. 100 Crs; or ii. Two similar completed works costing not less than the amount equal to Rs. 125 Crs; or iii. One similar completed work costing not less than the amount equal to Rs. 200 Crs; and	We have to our credit, end-to-end handling of Listed NCD Issue of Rs. 100 Cr, (two tranches) and other unlisted issues. We request you to amend or waive the condition as the Managing Partner handled Rs. 1500 Cr. Listed issue during 2021 for IIFCL, Rs.100 Cr. Listed issue during 2021-2022 and about 23 unlisted issues during the same period.	DCI tender conditions prevails.

Gm ofis, *[Signature]*
15/10/25



K.R.C. Gupta
DG (MCA) 15/10/25.



DREDGING CORPORATION OF INDIA LIMITED
Regd Office: CORE-2, FIRST FLOOR, PLOT NO. 2A & 2B, LAXMINAGAR DISTRICT CENTRE,
DELHI - 110092

Corporate Office: "DREDGE HOUSE" HB COLONY, VISAKHAPATNAM - 530022

DCIL/F&A/Legal Counsel/2025-26/

09th October 2025

INVITATION TO OFFER

Sub: Invitation for appointment of Legal Counsel for the proposed issue of Unlisted, Secured, Redeemable, Non-convertible debentures on private placement basis.

Dredging Corporation of India Limited (DCIL) was established in the year 1976 to provide dredging services to the Major Ports of the country in India. DCIL is a pioneer organization in the field of dredging and maritime development. DCIL is fully equipped to offer the complete range of dredging and allied services to the users in India and Abroad and to provide the vital inputs for the national development. It's Head Office is strategically situated on the east coast of India at Visakhapatnam, DCIL helps to ensure continuous availability of the desired depths in the shipping channels of the major and minor Ports, Indian Navy, Fishing Harbors and other maritime organizations. It further serves the Nation in a variety of ways, be it capital dredging for creation of new harbors, deepening of existing harbors or maintenance dredging for the upkeep of the required depths at various Ports along the 7,500 KM's coastline of India.

DCIL owns most modern and sophisticated fleet consisting of one Cutter Suction Dredger, Ten Trailer Suction Dredgers, one Backhoe Dredger, one inland cutter suction dredger and other ancillary Crafts.

DCIL started as CPSE in 1976 and was under Ministry of Shipping, Government of India till 2019. Government of India disinvested it's complete shareholding in DCIL of 73.47% to a Consortium of major four port authorities -Visakhapatnam Port Authority (19.47%), Jawaharlal Nehru Port Authority (18%), Paradip Port Authority(18%) and Deendayal Port Authority(18%) during 2019 along with transfer of Management and control.

DCIL's financial performance and revenues are consistently improving from the last five years. The trend of financial performance and Revenues are given below: -

Particulars	Rs.in Crores			
	2021-22	2022-23	2023-24	2024-25
Revenue	801.02	1164.80	945.50	1142.14
EBITDA	120.38	178.24	206.00	145.54

The shares of the Company are listed at NSE and BSE. The complete history/profile of the Corporation is available for viewing on the website at <http://www.dredge-india.com>.

GENERAL INSTRUCTIONS TO THE BIDDER

The technical bid and the financial bid must be sealed in separate envelopes superscribing "Technical Bid" and "Financial Bid" and both these two envelopes must be placed in a third envelope superscribing " Invitation for appointment of Legal Counsel for the proposal to issue Unlisted, Secured, Redeemable, Non-convertible debentures on private placement basis".

1. This third envelope should be sealed and addressed to "DGM (F&A,) Dredging Corporation of India Limited, Dredge House 3rd Floor, HB Colony, Seethammadhara, Visakhapatnam-530022" and should reach the Finance Department either by hand delivery or post or courier on or before the stipulated closing date and time. Bid documents received in unsealed condition shall not be opened.
2. Cost of Tender document is waived off.
3. The bidder shall sign and affix seal on all the documents in the Technical Bid, owning the responsibility for their correctness and authenticity failing which, the bid will be rejected.
4. Bid received after the closing date and time will be rejected. Hence, such bid shall be returned unopened to the bidder.
5. If the specified date for the submission of bid offers is declared a holiday, then the bid will be received up to the prescribed time on the next working day.
6. Any change that will be made in the Invitation to offer document by competent authority after issue of Invitation to offer will be intimated in the form of corrigendum published on the DCIL website and CPP for incorporating the same in the Offer document.
7. No alteration and addition anywhere in the offer document are permitted. If any of these are found, such Offer document will be summarily rejected.
8. The Invitation to offer will be valid for a period of 180 days from the date of opening of offer. The firm quote shall remain valid till completion of all tranches from the date of issue of offer.
9. The bidder or authorized person of the bidder is allowed to take part in the opening of bid and for the same they should submit the identification card or authorization letter. Absence of bidder or representative shall not impair legality of the opening procedure.
10. After opening of technical bid, the same shall be evaluated subsequently, so as to ensure that, the bidders meet the minimum eligibility criteria as specified in the tender document.
11. The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, comparison, and qualification of the bidders, DCIL may, seek clarification from the bidder. If the reply is not received within the stipulated time, the Technical Bid will not be considered
12. Only the bidders who qualify the technical bid shall be invited in advance for financial bid opening. Unopened price bids of the technically disqualified bidders will be returned as such.

13. Invitation to Offer notice and all the conditions above shall form the part of the contract.
14. DCIL reserves the right to suitably increase/reduce the scope of the work put to this Bid.
15. The bidder shall quote the financial bid in the specified page only (Annexure II) and the bidder should quote the consolidate price for all the trenches. No of trenches are mentioned at scope of work.
16. DCIL reserves the right to cancel the bid at any time, without assigning any reasons thereto.
17. **Jurisdiction:** The court at VISAKHAPATNAM will alone have jurisdiction to decide any dispute arising out of or in respect of contract.
18. All the conditions appearing in Tenderer's letter head or elsewhere stands cancelled and the conditions as mentioned in this Invitation to Offer, Pre-bid queries, corrigendum's & addendums will alone be valid and supersede any or all the conditions appearing in any of the papers submitted by the bidder.
19. Pre-bid Meeting: Bidder may get clarification on the Invitation to Offer/scope on or before 13/10/2025. Any queries may be sent before 13/10/2025 to the email id: krkgupta@dcil.co.in No individual replies will be given to the bidders. All the replies will be uploaded in the DCIL website as pre-bid queries which will form part of tender conditions.

Date of issue of Tender	09/10/2025
Last date for pre bid queries submission if any.	13/10/2025
Date of uploading pre bid clarifications in cpp portal and dcil website	17/10/2025
Last date for bid submission	22/10/2025
Date of bid opening	22/10/2025

SPECIAL TERMS & CONDITIONS

1. Scope of Work

Dredging Corporation of India Limited (DCIL) proposed to issue secured, redeemable, non-convertible, unlisted debentures on private placement basis to Cochin Shipyard Limited to the tune of Rs.158Cr in 3 tranches and to Visakhapatnam Port Authority to the tune of Rs.36Cr in single tranche. In this regard, DCIL would like to appoint a legal counsel on behalf of borrower.

Below is the scope of legal counsel: -

- Review DCI's corporate documents, MoA/AoA, past Board/Shareholder resolutions, financial records, statutory filings, and existing debt documents.
- Draft the Debenture Trust Deed and Debenture Trustee Agreement in compliance with SEBI (NCS) Regulations (if applicable) and Companies Act.
- Include rights, powers, and duties of the debenture trustee and issuer.
- Finalize the DTD in consultation with the debenture trustee and investor(s).
- Hypothecation Agreement and Mortgage documents.
- Escrow and charge creation agreements.
- Preparation of Inter Creditor Agreement (ICA) as per format provided in Facility Agreement
- Proper creation and perfection of security.
- Private placement and Offer Letter (PAS-4)
- Compliance with applicable laws and regulations
- Issue compliance certificates (if required) to the debenture trustee or investors.
- Prepare the Information Memorandum including terms of the issue, risk factors, financial and legal disclosure as per SEBI/Companies Act.
- Any other matters which may arise during the process of issue of NCD's.

2. Pre-Qualification Criteria: (Part II)

- a) The applicant should have experience of more than 10 years to act as legal counsel for raising funds through NCD's to the listed companies or Public Sector Undertakings/Authorities/GoI Institutions/State Govt entities having average minimum net worth of Rs.500.00Cr, during last 3 financial years.
- b) The applicant must not be blacklisted or debarred by any Government/ PSU/ SEBI/ RBI/ State Govt or any regulatory authority in India.
- c) The Applicant should have income on account of legal consultancy service of Rs.25Lacs, in any of the last 3 financial years.
- d) The applicant should have rendered services as a Legal Counsel while raising funds through NCD's to any listed companies/PSU's/GOI/ State Govt entities and successfully

completed the process of issuing NCD's during last seven years ending last day of month previous to the one in which applications are invited should be either of the following: -

- i. Three similar completed works costing not less than the amount equal to Rs.100Cr; or
- ii. Two similar completed works costing not less than the amount equal to Rs.125Cr; or
- iii. One similar completed work costing not less than the amount equal to Rs.200Cr; and

3. Payment Terms and Conditions:

Stage wise payments shall be released as below:-

- Upon completion of issue of 1st tranche to CSL and completion of all statutory compliances – 35% of contract value + GST
- Upon completion of issue of NCD's to VPA and completion of all statutory compliance – 25% of contract value + GST
- Upon completion of issue of 2nd tranche to CSL and completion of all statutory compliances – 20% of contract value + GST
- Upon completion of issue of 3rd tranche to CSL and completion of all statutory compliances – 20% of contract value + GST

Payment shall be released within 30 days from the date of submission of clear Invoice/Bill.

4. Tender documents: - Cost of tender documents fees is waived.

5. Earnest Money Deposit:

The firm should pay an Earnest Money Deposit (EMD) for Rs.26,000/- (Rupees Twenty Six thousand Only) by RTGS/NEFT/Transfer to the following Bank Account:

Particulars	Details
Name of the Beneficiary	Dredging Corporation of India Limited
Bank Account No	35833070000014
Name of the Bank	Canara Bank
Name of the Branch	DCIL Branch
IFSC	CNRB0013583
Bank Address	Dredge House, HB Colony, Seethammadhara, Visakhapatnam-530022

No interest shall be paid on the EMD by DCIL.

The Bidder shall upload the copy of the transaction details with the details of UTR Number along with technical bid, the details of the EMD transfer i.e UTR No. & Date of Transfer shall be specified in the Letter of Submission, failing which the bid will be summarily rejected.

DCIL shall not be liable / responsible for any connectivity / internet problem either on user side / NIC / Bank. It is in the own interest of the bidders, that bidders may get it verified from Bank that the requisite EMD money has been received by DCIL for the NIT in which they are participating. EMD of unsuccessful bidders shall be refunded with in 30days from the placing of work order. EMD of the successful bidder shall be returned with in 30days after submission of Performance security deposit and execution of contract agreement.

6. Travel and Accommodation:

Quoted price shall be inclusive of travel, conveyance, lodging and boarding. Incidental charges etc.

7. All payments shall be subject to deduction of taxes at source as per applicable laws.

8. Performance Security:

The Successful bidder shall be required to pay the 5% of the accepted contract value towards performance guarantee in the form of either demand draft/RTGS Transfer to the DCIL Bank account mentioned above OR an irrevocable bank guarantee from any nationalised/scheduled bank. No interest shall be paid on Performance Security by DCIL. Performance security deposit to be submitted/furnished within 15 days of issue of work order. Bank Guarantee shall be valid till expiry of 90days from the date of completion of all statutory compliances related to the all 3 tranches.

9. Foreclosure of the contract:

DCIL can foreclose the contract by giving one month notice in advance. The fees shall be payable up to the period of completed service subject to completion of specific milestones as mentioned at payment terms and conditions (clause-3) and no compensation under any circumstances is payable on account of the foreclosure.

10. Risk and cost:

If the contractor abandons the contract or fails to commence the work without valid reasons or unable to maintain sufficient progress as per the agreed program, DCIL may after giving 5 days' notice in writing to the Legal Counsel, carry out the remaining work in full or part as deemed necessary at the cost and risk of the Legal Counsel. The cost incurred due to the agency default as above or any other sum pending/ to be recovered, will be deducted/recovered from any payment/sum due or becomes due to the Legal Counsel from this contract or from any other contract without prejudice to any other method of recovery.

11. Termination of the contract:

The contract is liable for termination for any deficiency in any service by giving 1(One) month notice. No compensation is payable under any circumstances on account of such termination. The fees shall be payable only up to the date of serving the notice of termination, subject to completion of specific milestones as mentioned at payment terms and conditions (clause-3).

12. Tenure of Contract:

Legal Counsel shall be responsible for ensuring the all-statutory compliances in respect of the issue of NCD's in tranches as mentioned in scope of work (Pre Issue and Post issue of NCD's).

13. Identifying Nodal Officer: On award of the contract, with in 10days time the successful firm will have to nominate a nodal officer and inform DCIL the contact details for timely smooth interaction.

14. Undertaking:

The successful bidder has to execute an undertaking on Rs.100/- non-judicial stamp paper for undertaking the assignment as per the scope of work and to comply with all the terms and conditions of the tender.

15. Last date of bid submission is 22/10/2025 at 15:00Hrs and the same will be opened on 22/10/2025 at 15:30Hrs. Hard copies of Tender documents should reach on or before 22/10/2025 at 15:00Hrs to the below address:

KRK Gupta | DGM(F&A)
DREDGING CORPORATION OF INDIA LIMITED,
"DREDGE HOUSE"
HB Colony Main Road, MMTC Colony
Visakhapatnam – 530022
Andhra Pradesh. INDIA

16. Alternate Dispute Settlement of Mechanism:

16.1 If any dispute or difference arises between the DCIL and the contractor/supplier in connection with the contract or as to the rights and liabilities of the parties hereto, immediately after receipt of notice of dispute by either party, both parties shall first endeavour to resolve the dispute through negotiations through their authorized representatives.

16.2 Instead of direct negotiations or if direct negotiations fail, the disputing parties may opt for settlement of the dispute through third party mediation. Parties shall mutually agree to nominate a Mediator. The seat and venue of Mediation shall, preferably, be Visakhapatnam and the language shall be English.

16.3 Negotiation and/or Mediation shall be completed within a period of one hundred and twenty days from the day of commencement of negotiation or date of first appearance before the mediator, as applicable. This period may be extended for a further period as agreed by the parties, but not exceeding another one hundred and twenty days. The cost of mediation including Mediator's fees, logistics, boarding and lodging, travel, clerical charges and other expenditure, if any, will be shared by both the parties, equally.

17 Arbitration Clause

17.1 If any dispute or difference arises between the DCIL and the contractor/supplier in connection with the contract or as to the rights and liabilities of the parties hereto, and if the matter cannot be settled through Negotiation or Mediation , the same shall be referred to arbitration by a sole Arbitrator appointed through mutual agreement between the parties and the award of the sole Arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration and Conciliation Act 1996. The parties may decide to appoint a three members Arbitration Tribunal in which case one arbitrator each will be nominated by the respective parties and the arbitrators, so nominated, will jointly appoint a presiding arbitrator.

17.2 The arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modifications or re-enactment thereof. The language of the Arbitration proceedings shall be English. The seat and venue of the Arbitration shall be Visakhapatnam and the courts at Visakhapatnam shall have exclusive jurisdiction on all the matters with reference to this contract. Any arbitral award passed under Arbitration clause of the Tender/Contract, or otherwise, shall not carry any interest for the pre-reference and pendent lite period and the Arbitrator is precluded from awarding such interests.

17.3 Irrespective of the outcome of the Arbitration proceedings, the cost towards fees of the Arbitrator(s), his/their stay and transportation arrangements, venue and logistics arrangements will be equally shared by both the parties. The legal cost like advocates fees for pleadings, arguments, examination of witnesses, etc will be borne by the parties for their respective advocates/legal firms. Both parties shall enter into an agreement to this effect on the 1st Sitting of the Arbitration Proceedings after invocation of Arbitration.

18. The intending bidder should furnish declaration mentioned in Annexure A and Annexure B.

Enclosed: Annexure I : Format for Technical Bid Information
Annexure II : Format for Financial Bid
Annexure A & B

INSTRUCTIONS TO TENDERERS

Technical Bid

The Technical bid prepared by the bidder shall comprise of the following

1. covering letter as specified at PART I.
2. Unconditional acceptance letter as specified in PART II
3. Other requisite documentary evidences to support the evaluation criteria.

All the requisite documentary evidence needs to be submitted by the bidder for each of the eligibility criteria and may provide any additional documents for evaluation purpose in addition to Annexure's specified in the tender.

Note: Financial/Price Bid should not be included in the Technical Bid otherwise Bid will be strictly rejected.

Price Bid

Price Bids shall be opened only for technically qualified bidders.

The price shall be firm and GST to be shown separately as applicable (No other taxes / statutory levies will be entertained separately). While quoting the price, the bidder shall consider the travelling, boarding, conveyance, stationary, other miscellaneous and out of pocket expenditure as inclusive. No claim for expenditure other than the price quoted will be entertained by DCIL on account of Scope of Work provided in tender.

Rate quoted shall be firm & shall not be quoted with price variation clause. No alterations on the quoted price for any whatsoever reasons are payable to contractor.

Evaluation of L1 is based on lowest price quoted for the whole BOQ excluding GST.

The bidder shall quote the price in Indian rupees for the entire scope of work as per Price Bid format (**Annexure II**). If there is a discrepancy between words and figures, the figures written in words shall prevail.

Annexure I

FORMAT FOR TECHNICAL BID INFORMATION

S.No	Particulars	Details
1	Name of the Firm/Company/LLP	
2	Address of Firm:	
3	Year of establishment	
4	Firm/LLP Registration No.	
5	Copy of PAN and GST certificate	
6	Experience as Legal Counsel as per Pre-Qualification Criteria mentioned at 2 (a) to 2 (d)	

Note: Please enclose the Supporting documents for the above.

Signature & Name of
Partner with seal of the Firm

Date:
Place:

Annexure II

FORMAT FOR FINACIAL BID INFORMATION

Sl.No	Description	Quoted Contract Amount (in Rs.)	GST on base value (in Rs)	Total Quoted Amount (in Rs.)
1	Fees for acting as a Legal Counsel for issue of Unlisted, Secured, Redeemable, Non-convertible debentures on private placement basis for all trenches as per scope of work. (Quoted rate should include all charges except GST)			
Total				

(Rs. In words:)

Signature & Name of
Partner with seal of the Firm

Date:
Place:

Annexure-A

To

GM (F&A).,
Dredging Corporation of India Limited,
Dredge House 3rd Floor,HB Colony,
Seethammadhara, Visakhapatnam-530022

Dear Sir,

Sub: Invitation for appointment of Legal Counsel for the proposed issue of Unlisted, Secured, Redeemable, Non convertible debentures on private placement basis.

Ref: DCIL/F&A/Legal Counsel/2025-26/ dated 09.10.2025.

A. With reference to your above referred Invitation to Offer, 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 Water ways, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Ltd.

or

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

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

Thanking you,

Yours faithfully,

Place:

Signature of Bidder

Date:

(With Rubber seal)

* Strike out 'A' or 'B' whichever is not applicable

Annexure-B

To

GM (F&A).,
Dredging Corporation of India Limited,
Dredge House 3rd Floor,HB Colony,
Seethammadhara, Visakhapatnam-530022

Dear Sir,

Sub: Invitation for appointment of Legal Counsel for the proposed issue of Unlisted, Secured, Redeemable, Non convertible debentures on private placement basis.

Ref: DCIL/F&A/Legal Counsel/2025-26/ dated 09.10.2025.

A. With reference to your above referred Invitation to Offer, we here by undertake that, we have not made any payment or illegal gratification to any person /authority connected with the invitation process so as to influence the process and we have not committed any offence under the Prevention of Corruption Act in connection with the offer.

And,

B. We hereby certify that we have nothing to disclose about any payments made or proposed to be made to any intermediaries (agent etc.,) in connection with the offer.

Thanking You,

Yours faithfully,

Place:

Date:

Signature of Bidder
(With Rubber seal)

END