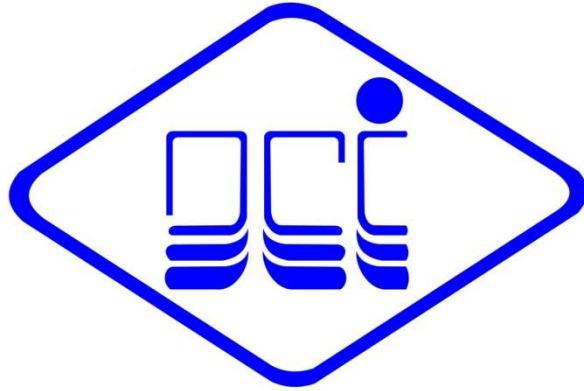


DREDGING CORPORATION OF INDIA LIMITED
“Dredge House”, H. B. Colony Main Road,
Seethammadhara, Visakhapatnam,
Andhra Pradesh- 530022, India.



INVITATION OF BIDS FOR “CHARTERING OF DCI DREDGE BH1”

NOTICE FOR INVITATION OF BIDS FOR
CHARTERING OF DCI DREDGE BH1
IFB No: DCI/MKTG/DR-BH1/910/2025

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 (Mumbai), Paradip Port Authority and Deendayal Port Authority (Kandla).

DCI (the Owner) is intending to offer its Backhoe Dredger (the Dredger) i.e., DCI Dredge BH1 (370 cum/hr capacity) **on charter basis**. A detailed technical specification of the dredger is available at Annexure-9. **The dredger is tentatively available for charter from 1st week of April, 2025. The charter period will be for 120 operational days and extendable for further 120 operational days or as per the extension period requested by the Charterer, but the period of extension shall be at the sole discretion of the Owner.**

DCI invite bids online for chartering of DCI DR-BH1 on charter basis from reputed & established Indian entities/ firms. The firm may be in the business of Dredging/ Marine/ Port operations/ Agent/ Marine Infrastructure/ Civil works and combination thereof for at least 3 years.

Interested eligible Tenderers / Bidders are requested to download the bid documents online in the CPP portal (<https://eprocure.gov.in/eprocure/app>). 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.

2. Firms have to submit the bids online through CPP Portal (<https://eprocure.gov.in/eprocure/app>). The interested firm has to get themselves enrolled on the above portal and follow the procedure laid therein for submission of bid. The complete bid document shall be available on the website of "DCI"- <https://www.dredge-india.com/tenders.html> and CPP portal - <https://eprocure.gov.in/eprocure/app>.
3. Hard copy of uploaded Technical Bid documents duly sealed and super scribed in bold letters as "Invitation of Bids for "Chartering of DCI DREDGE BH1" alongwith the name and address of the Firm shall be sent to the following address so as to reach within 4 days from the due date of opening of technical bids.

General Manager (Business Development)

Dredging Corporation of India Limited, "Dredge House",

H. B. Colony Main Road, Seethammadhara,

Visakhapatnam -530022, India.

E-mail: hodmktg@dcil.co.in, kmchoudhary@dcil.co.in

Ph: 08912871347 / 333 / 241

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 / Bill of Quantities / Price Bid shall be submitted through e-tendering mode only on <https://eprocure.gov.in/eprocure/app> 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.

The bidders are hereby informed that, the e-tender portal charges / registration charges / transaction charges / annual milestone charges or any applicable charges till completion of the work / finalization of payments / release of performance security or security deposit, etc. shall be borne by the respective successful / unsuccessful bidder and the then L1 bidder / H-1 bidder on whom the work order is placed.

Bidders are advised to visit the CPP portal for all relevant payment conditions. The bidders are solely responsible for all such payments/ claims / grievances related to e-tender (CPP) Portal. Employer / DCIL shall not entertain any claim in this regard.

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 shall be submitted online as per the prescribed format in the CPP Portal.

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 the CPP portal, 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 IFB is being issued with no financial commitment and the Owner (i.e. DCI) reserves the right to change or vary any part thereof at any stage. Owner also reserves the right to withdraw the IFB, 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 highest bidder who make an application in accordance with the provisions of this tender (the "Applicant/Bidder").
- b. Any request for further information or clarification on the bid document may be submitted in writing through email to General Manager (Business Development), 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://www.dredge-india.com/tenders.html> and CPP portal - <https://eprocure.gov.in/eprocure/app>. Interested parties are advised to check the portal regularly for corrigenda/ addenda if any, which will be published only in the website/ portal.
- 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. Bids should be prepared in such a way so as to provide a straight forward, concise description of Applicants and capabilities to satisfy the requirements of this IFB.
- 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.

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 3 years.**
- b. **The firm should be a single entity and JV/consortiums are not allowed.**
- c. **Turnover: The firm should have minimum average annual turnover for the preceding three financial years as below:**

Dredger	Turnover for the option of Manning, Operations and Maintenance on Owner's account and fuel, lubes & freshwater on Charterer's Account	Turnover for the option of Manning, Operations, Maintenance, fuel, lubes & freshwater on Owner's Account
DCI Dredge BH1	Rs.216.0 Lakh	Rs.313.20 Lakh

- d. **Net worth of the bidder for any three years over a period of seven years preceding FY 2023-24 should be positive.**
- e. **The bidder must have Minimum Working Capital of at least 20% of the above turnover as on the date of submission of bid (to be obtained from bidder's Bank).**

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 / Bank as the case may be. Failing to submit the relevant documents will lead to rejection of that particular bid.

- 7. 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.
- 8. 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.

Thanking you,

General Manager (Business Development)
Dredging Corporation of India Limited

INVITATION FOR BIDS FOR CHARTERING OF DCI DREDGE BH1***IFB No: DCI/MKTG/DR-BH1/910/2025***

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. Jawaharlal Nehru Port Authority (Mumbai), Visakhapatnam Port Authority, Paradip Port Authority and Deendayal Port Authority (Kandla).

DCI (the Owner) is intending to offer its Backhoe Dredger i.e., DCI Dredge BH1 (370 cum/hr capacity) **on charter basis**. Detailed technical specifications of the dredger are available at Annexure-9. **The charter period will be for 120 operational days and extendable for further 120 operational days or as per the extension period requested by the Charterer, but the period of extension shall be at the sole discretion of the Owner.**

DCI invites bids for chartering of DCI DR-BH1 on charter basis from reputed & established Indian entities/ firms in the business of dredging / marine operations for chartering of DCI BH1.

2. Firms have to submit the bids online through CPP Portal (<https://eprocure.gov.in/eprocure/app>). The interested firm has to get themselves enrolled on the above portal and follow the procedure laid therein for submission of bid. The complete bid document shall be available on the website of “DCI”- <https://www.dredge-india.com/tenders.html> and CPP portal - <https://eprocure.gov.in/eprocure/app>.

The bidders are hereby informed that, the e-tender portal charges / registration charges / transaction charges / annual milestone charges or any applicable charges till completion of the work / finalization of payments / release of performance security or security deposit, etc. shall be borne by the respective successful / unsuccessful bidder and the then L1 bidder / H-1 bidder on whom the work order is placed.

Bidders are advised to visit the CPP portal for all relevant payment conditions. The bidders are solely responsible for all such payments/ claims / grievances related to e-tender (CPP) Portal. Employer / DCIL shall not entertain any claim in this regard.

3. 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 shall be submitted online as per the prescribed format in the CPP Portal.

4. Schedules

A	Name of Work	Chartering of DCI Dredge BH1							
B	Area of Operation	In Indian ports only							
C	Cost of bid document	INR 5000/- plus 18% GST (non-refundable) 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.							
D	Earnest money deposit	<p>Bid must be accompanied with Earnest Money Deposit (i.e. EMD)) as per the amounts mentioned in the below table by way of RTGS or similar online transaction to the DCI account or ‘Bank Guarantee / Insurance Surety Bond’ strictly as per the format given in Annexure-10A/ Annexure-10B respectively (as the case may be) of the bid document:</p> <p>Bidder shall ensure that EMD submitted in the form of Bank Guarantee or Insurance Surety Bond, which should be valid for at least forty five days beyond the validity of the Bid. The “Bank Guarantee” shall be from any Scheduled or Nationalized Indian Bank.</p> <table border="1" data-bbox="619 1093 1437 1496"> <tr> <td data-bbox="619 1093 895 1458">Dredger</td> <td data-bbox="895 1093 1166 1458">EMD for the option of Manning, Operations, Maintenance on Owner’s account and fuel, lubes & freshwater on Charterer’s Account</td> <td data-bbox="1166 1093 1437 1458">EMD for the option of Manning, Operations, Maintenance, fuel, lubes & freshwater on Owner’s Account</td> </tr> <tr> <td data-bbox="619 1458 895 1496">DCI Dredge BH1</td> <td data-bbox="895 1458 1166 1496">Rs.14,40,000/-</td> <td data-bbox="1166 1458 1437 1496">Rs.20,88,000/-</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> <p>(a) If a Bidder withdraws his Bid during the ‘Period of Bid Validity’;</p> <p>(b) If a Bidder has indulged in corrupt/ fraudulent /collusive/ coercive practice;</p> <p>(c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission);</p> <p>(d) Violates any other condition, mentioned elsewhere in the</p>		Dredger	EMD for the option of Manning, Operations, Maintenance on Owner’s account and fuel, lubes & freshwater on Charterer’s Account	EMD for the option of Manning, Operations, Maintenance, fuel, lubes & freshwater on Owner’s Account	DCI Dredge BH1	Rs.14,40,000/-	Rs.20,88,000/-
Dredger	EMD for the option of Manning, Operations, Maintenance on Owner’s account and fuel, lubes & freshwater on Charterer’s Account	EMD for the option of Manning, Operations, Maintenance, fuel, lubes & freshwater on Owner’s Account							
DCI Dredge BH1	Rs.14,40,000/-	Rs.20,88,000/-							

		<p>Bid Document, which may lead to forfeiture of EMD.</p> <p>(e) In the case of a successful Bidder, if the Bidder fails:</p> <p>(i) to acknowledge receipt of the “Notification of Award” or “Letter of Acceptance [LOA]”,</p>
E	Bid validity	The bid validity period shall be 90 days from final 'Due Date of submission'.
F	DCI account details for online payment	<p>Name of beneficiary: DREDGING CORPORATION OF INDIA LIMITED</p> <p>Account No.: 35833070000014</p> <p>IFSC Code: CNRB0013583</p> <p>Account Type: CURRENT ACCOUNT</p> <p>Name of the Bank: CANARA BANK</p> <p>Branch address: DCIL Branch, Ground Floor, Dredge House, H.B. Colony Main Road, Seethammadhara, Visakhapatnam, Andhra Pradesh- 530022</p> <p>MICR code: 530015032</p> <p>SWIFT Code: SYNBINBB032</p> <p>Bidders shall obtain confirmation for receipt of bid document fee / EMD from treasury@dcil.co.in (with CC to hodmktg@dcil.co.in) and a copy of transaction details shall be submitted along with the bid.</p>
G	Place of obtaining bid documents	<p>The bid documents can be downloaded from the below mentioned websites:</p> <p>www.dredge-india.com , https://eprocure.gov.in/eprocure/app</p>
H	Bid issue date	From 26.03.2025 to 17.04.2025 upto 1430 hours
I	Pre Bid Queries / Clarifications	<p>Pre Bid Queries shall be sent to the below e-mail id on or before 03.04.2025. DCI will make efforts to issue the clarifications as soon as practicable online through websites or by mail. However, DCI reserves the right, in their sole discretion, not to respond to any questions raised or provide clarifications sought, if considered inappropriate or prejudicial to do so. Queries can be sent to the following e-mail id:</p> <p>hodmktg@dcil.co.in</p>
J	Due date of submission	Upto 1500 hours on 17.04.2025
K	Address to which hard copy of Technical Bid documents should be sent	<p>General Manager (Business Development) Dredging Corporation of India Ltd. Dredge House, H. B. Colony Main Road, Seethammadhara, Visakhapatnam -530022, India.</p>

		Email : hodmktg@dcil.co.in
L	Date & Time of opening of Technical bids	@ 1530 hours 17.04.2025 If the last date of bid submission / opening lies on public holiday, bid opening shall be scheduled on next working day
M	Date & Time of opening of Price bids	Will be informed later to technically qualified bidder(s)

5. This IFB is being issued with no financial commitment and the Owner (i.e. DCI) reserves the right to change or vary any part thereof at any stage. Owner's also reserve the right to withdraw the IFB, should it become necessary at any stage.
6. DCI reserves the right to terminate or alter the process at any stage, without prior notice or assigning any reasons thereof, and without incurring any liability in respect thereof.
7. **Brief description of Bidding Process:**
- i. The bidding process involves qualification of interested parties who make an application in accordance with the provisions of this IFB (the "Applicant/ Bidder").
 - ii. DCI will initially scrutinise the technical bid as per the eligibility criteria and other conditions of the bid document. Thereafter, the successful bidders in the technical evaluation stage will be qualified for the price bid stage and accordingly the respective parties' price bids will be opened. The bidder who has quoted the highest rate without any deviations or counter conditions to the bid document will be considered as successful bidder. The successful bidder will be entering into a Charter Agreement with DCI as per Annexure-11.
 - iii. Any request for further information or clarification on the bid document may be submitted in writing through email **on or before 03.04.2025** addressing to the General Manager (Business Development), Dredging Corporation of India Limited, at the above e-mail id. DCI may respond to the queries raised/ clarifications sought to the best of its ability and same shall be notified only through www.dredge-india.com and <https://eprocure.gov.in/eprocure/app>. Interested parties are advised to check the website regularly for corrigenda/ addenda if any, which will be published only in the website. 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.
 - iv. 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://eprocure.gov.in/eprocure/app> and www.dredge-india.com. Interested parties are advised to check the websites regularly for corrigenda/ addenda if any, which will be published only in the website.

- v. No oral modification or interpretation of any provisions of this IFB 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.
- vi. Bid submittals should be in English. Duly authorized representative shall sign on each page of the documents. Bids should be prepared in such a way so as to provide a straight forward, concise description of Applicants and capabilities to satisfy the requirements of this IFB.
- vii. 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.
- viii. Bid which is found to be incomplete in content and/ or attachments and/or authentication etc. is liable to be rejected.

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 3 years.**
- b. **The firm should be a single entity and JV/consortiums are not allowed.**
- c. **Turnover: The firm should have minimum average annual turnover for the preceding three financial years as below:**

Dredger	Turnover for the option of Manning, Operations and Maintenance on Owner's account and fuel, lubes & freshwater on Charterer's Account	Turnover for the option of Manning, Operations, Maintenance, fuel, lubes & freshwater on Owner's Account
DCI Dredge BH1	Rs.216.0 Lakh	Rs.313.20 Lakh

- d. **Net worth of the bidder for any three years over a period of seven years preceding FY 2023-24 should be positive.**
- e. **The bidder must have Minimum Working Capital of at least 20% of the above turnover as on the date of submission of bid (to be obtained from bidder's Bank).**

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 / Bank as the case may be. Failing to submit the relevant documents will lead to rejection of that particular bid.

- 9. 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.

10. 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.

11. Nature of proposed Charter and Areas of operations:

a. The charterer should be willing to charter the DCI Dredge BH1 on the general terms and conditions as per **Annexure-11**.

b. The dredgers shall be deployed for legal operations in the waters of India only.

12. Inspection of Dredger:

The Dredger is available for Inspection from the date of hosting the tender till the day before submission of bid/extended date of submission of bid. The interested party/ firm can visit the dredger before submitting the bid. The present location and contact details are provided below. The prospective bidders who wish to visit the dredger may contact at the following address:

Dredger	Present Location & Status of Dredger	Contact Details
DCI Dredge BH1	In Working condition. Rambilli, Visakhapatnam Dt. / Visakhapatnam Port, Visakhapatnam, Andhra Pradesh	Project In Charge Visakhapatnam Project Office Dredging Corporation of India Limited Dredge House, H. B. Colony Main road, Seethammadhara, Visakhapatnam - 530022 Mobile: (+) 91- 98663 81755

13. Right to accept or reject any or all Applications:

a. Notwithstanding anything contained in this IFB, DCI reserves the right to accept or reject any Application 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 IFB. 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.

14. Documents to be submitted with Bid:

- a. Document fee and EMD
- b. Power of Attorney in the name of Authorized signatory submitting the Bid document
- c. Relevant documents under eligibility criteria
- d. Annexure-1 duly filled & signed Application forms / Annexures as provided in the bid document with necessary supporting documents thereof.
- e. Profile of the company, copy of Articles & Memorandum of Association or partnership deed.
- f. Annexure-2 Letter of Application duly filled & signed
- g. Annexure-3 Financial information (Copies of Applicant's duly audited balance sheets and profit & loss statements for the preceding three years & other relevant documents as per eligibility criteria).
- h. Annexure-4 Undertaking
- i. Annexure-5 Compliance condition and no counter condition
- j. Annexure-6 Declaration about Relatives
- k. Annexure-7 Undertaking about Illegal Gratification
- l. Annexure-8 Integrity Pact
- m. Duly filled Vendor Registration form with necessary enclosures
- n. The complete bid document duly signed & stamped from bidder
- 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.

The firm who submits the above documents and after evaluation qualifies under the Eligibility criteria as per clause 8; shall be considered for further evaluation i.e. for opening of Cover-2 Price bid i.e. Charter hire proposal.

15. 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 an "Integrity Pact" to be executed between the bidder and Dredging Corporation of India Limited before due date and time of the tender. Bids not accompanied by a duly signed "Integrity Pact" shall be liable for rejection. IP would be implemented through either of the following Independent External Monitors (IEM) for this tender.

- 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.)
Nr.Laharpur Dam, Bhopal - 4062043

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.

16. 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 IFB unless and until such information becomes generally available to the public.

17. NOTICES

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

18. DISCLAIMER

The information contained in this bid document (the "IFB") 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 IFB and such other terms and conditions subject to which such information is provided.

This IFB 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 IFB is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this IFB.

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 IFB.

The issue of this IFB 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 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/ Joint Venture/ Special Purpose Vehicle (Please furnish copy of Partnership Deed/ Articles of Association / Relevant documents showing establishment of Joint Venture/ SPV 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.	

11	Whether your firm has been disqualified by any Government/ Shipping Company / client, at any time in the past. If yes, state reasons:	
12	<p>Please give details of office infrastructure in India/ Abroad:</p> <p>a. Head / Registered office</p> <p>b. Number of offices owned by the firm and their location each</p> <p>c. Number of employees and Master-Mariners with break-up office location wise</p>	

Letter of Application

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

To,
General Manager (Business Development)
Dredging Corporation of India Ltd.
Dredge House, H.B. Colony Main Road,
Seethammadhara, Visakhapatnam-530022

Subject: INVITATION FOR BIDS FOR CHARTERING OF DCI DREDGE-BH1

With reference to your notice for IFB dated _____ we have examined the IFB terms and conditions, specifications of the DCI Dredge BH1, proposed charter agreement and understood its contents. We are interested in hiring the DCI Dredge BH1 on charter and hereby submit our bid for chartering of DCI Dredge BH1.

- 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 DCIL, General Manager (Business Development), 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 Applicant)

Date:

Place:

Financial Information*(This form to be duly certified by a Chartered Accountant)***Average turnover**

Financial year (previous three years)	Turnover in Indian rupees
Average	

Net worth

Year	Cash accruals	Net worth in INR
2023-24		
2022-23		
2021-22		
2020-21		
2019-20		
2018-19		
2017-18		

Instructions:

1. The Applicant shall attach copies of the balance sheets, profit & loss, financial statements and Annual Reports for 3 (three) years preceding the Application Due Date. The financial statements shall:
 - (a) Reflect the financial situation of the Applicant;
 - (b) Have been audited by a statutory 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.
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 shareholders).
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.

UNDERTAKING

(On Stamp paper of Rs.100/- or equivalent currency)

To
General Manager (Business Development)
Dredging Corporation of India Ltd
Dredge House, H.B. Colony Main Road,
Seethammadhara, Visakhapatnam-530 022

Sir,

Sub: INVITATION FOR BIDS FOR CHARTERING OF DCI DREDGE-BH1

Ref:

1. We shall enter into charter agreement with Dredging Corporation of India Ltd, Visakhapatnam subject to availability of the dredger on terms and conditions decided by the client/ organisation /Government and other mutually agreed terms.
2. We also hereby declare that all the information and documents submitted in this tender are true and genuine to the best of our knowledge.
3. It is certified that our firm has not been blacklisted/ banned for participation in tender by any Central/ State Government/ PSU/ any other body/ authority.
4. We shall ensure compliance of all Government regulations / conventions / policies/ guidelines / orders etc. in force related to any or all of the business activities undertaken.
5. We hereby indemnify DCI Ltd, Visakhapatnam against any damage / loss/ penalty imposed by any lawful authority towards this business transaction. All such liabilities will be borne by us without demur.

Signature of the applicant /Authorized
Signatory with stamp & date

COMPLIANCE OF CONDITIONS AND NO COUNTER CONDITIONS

(On Letterhead)

Dated _____

To
General Manager (Business Development)
Dredging Corporation of India Ltd
Dredge House, H.B. Colony Main Road,
Seethammadhara, Visakhapatnam-530 022

Sir,

Sub: INVITATION FOR BIDS FOR CHARTERING OF DCI DREDGE-BH1

Ref:

1. I/We hereby confirm having read by me/us read and/or explained to me/us so far all the terms and conditions stated in the bid documents and agree to abide unconditionally the terms and conditions stated therein.
2. Should this bid be accepted, I/We hereby agree to abide by and fulfil the terms and conditions and other provisions contained in the bid documents, which have been read by me/us read and/or explained to me/us so far as they are applicable.
3. I/We hereby confirm having read and understood all the terms and conditions of the bid document and abide by these terms and conditions. All the pages in the bid documents have been initialled /signed and stamped in token of acceptance of the terms and conditions of the bid documents.
4. I/ We hereby confirm that we have not put/ specified/ laid down any counter conditions and we accept the bid conditions and agree to abide by the same

Thanking you,

Yours faithfully,

Place :

Date :

SIGNATURE OF THE FIRM WITH SEAL, NAME AND ADDRESS

DECLARATION ABOUT RELATIVES

(On Letterhead)

Dated _____

To
General Manager (Business Development)
Dredging Corporation of India Ltd
Dredge House, H.B. Colony Main Road,
Seethammadhara
Visakhapatnam-530 022

Sir,

Sub: INVITATION FOR BIDS FOR CHARTERING OF DCI DREDGE-BH1

Ref:

We hereby certify that, we are not related to any person employed in Dredging Corporation of India Limited.

Or

We hereby certify that, the following are the persons who are employed in Dredging Corporation of India Limited and are related to me

Sl.No.	Name of the employee in DCI and designation	Nature of relationship

(Strike out /fill-in as applicable)

Thanking you,

Yours faithfully,

Place :

Date :

SIGNATURE OF THE FIRM WITH SEAL, NAME AND ADDRESS

UNDERTAKING ABOUT ILLEGAL GRATIFICATION

(On Letterhead)

Dated _____

To
General Manager (Business Development)
Dredging Corporation of India Ltd
Dredge House, H.B. Colony Main Road,
Seethammadhara
Visakhapatnam-530 022

Sub: INVITATION FOR BIDS FOR CHARTERING OF DCI DREDGE-BH1

Ref:

With reference to your subject tender, we hereby give an Undertaking that we have not made any payment or illegal gratification to any person/authority connected with the bidding process so as to influence the bidding process and have not committed any offence under the Prevention of Corruption Act in connection with the tender. We also do undertake that we shall disclose if any payment made or proposed to be made to any intermediaries (agents etc.) during the bidding process in connection with this tender.

Place :

Date :

SIGNATURE OF THE FIRM WITH SEAL, NAME AND ADDRESS

INTEGRITY PACT

(Before award of contract: To be submitted on company letter head with duly signed & stamped)

(After award of contract: 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/ Contractor’

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 Contractor(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)/ Contractor(s)

1. The Bidder(s)/Contractor(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)/ contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principals 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)/ Contractor(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) / Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractors 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)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the bidder(s)/ contractor(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)/ Contractor(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)/Contractor(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)/Contractor(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)/ Contractor(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)/ Contractor(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 Contractor 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/Contractors/Subcontractors.

1. The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors 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, contractors and subcontractors.
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)/ Contractor(s)/ Subcontractor(s).

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor 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)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor 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 Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(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 Contractor. 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 IFB. 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.)
Nr. Laharpur Dam, Bhopal - 4062043
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 Contractor 08 months after the last payment under the contract, and for all other Bidders 08 months from the date of signing MOU.

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 Registered Office of the Principal, i.e. New Delhi.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor 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/Contractor)

(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.

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.

TECHNICAL SPECIFICATIONS OF DCI DR-BH1 (BACKHOE)

LENGTH	: 55.68 M
BREADTH	: 16.0 M
DEPTH	: 3.5 M
MAX. DRAUGHT	: 2.5 M
MAX. DREDGING DEPTH	: 20.0 M (with longest stick/boom combination)
HOURLY PRODUCTION RATE	: 370 cum/hr at 10.0mtr depth (With boom / short stick combination)

SOIL CONDITIONS : Suitable to dredge Clay, Soft rock and blasted rock having a compressive strength of 5 MPA and compacted soil of N-Value 80.

	<u>For Dredging upto 15.0 m depth</u>	<u>For dredging at 15 to 20 m depth</u>
Boom	15.5M	15.5M
Stick	5.5M	9.5 m
Bucket	9.5 Cum	7.5 Cum
Max. Dredg Depth	Approx 15.0 m	Approx 20.0 m
Effective Dredg depth	Approx 14.0 m	Approx 19.0 m
Digging force	Approx 650 kN	Approx 350 Kn
Break-out force	Approx 750 kN	Approx 350 Kn
Hourly production	370 Cum / Hour	150 Cum / Hour

EXCAVATOR

Make : Backacter 800 series of Shipyard “De Donge” with mono block boom of 15.50 m, two sticks of 5.50 m & 9.50 m, two buckets of 9.50 cum & 7.50 cum and one rock bucket of 5.50 cum.

Installed power: 1 x 1342 KW, make Cummins, type QSK 50 D-M at 1800 rpm

Hydraulic boom cylinders: 360 mm / 260 mm (3400 mm)

Stick cylinders: 300 mm / 200 mm (2800 mm)

Bucket cylinders: 300 mm / 200 mm (1750 mm – short stick)

Diameter slewing ring: 3800 mm

Slewing gears : 3 (total torque 1500 KNm)

AREAS OF OPERATION : Inside the Ports channel and alongside jetties with hopper barges moored alongside, while dredging, hoisting works and standing on its stabilizing spuds. Designed to survive maximum wave heights of 2.50 mtr, currents upto 6 knots and wind speed of Beaufort Scale 6 from the bow or stern and 2.0 mtr wave height, currents up to 4 knots and wind speed of Beaufort Scale 6 from the side.

Dredger designed to perform dredging operations at maximum digging depth, while standing on its stabilizing spuds with the pontoon slightly lifted out of the water (not completely dry) under the following conditions:

	<u>From the bow</u>	<u>From the stern</u>
Wind speed	6 Beaufort	6 Beaufort
Significant wave height	1.50 m	0.50 m
Current	3.0 knots	1.0 knot

MAIN GENERATOR SETS

Type of engine	: single acting, four stroke, turbo charged, water cooled marine diesel
Power	: Approx. 125 KVA / 100 eKW
Voltage	: 3 x 415 – Volt AC
Frequency	: 50 Hz
Speed	: 1500 rom
Protection	: IP44

PROPULSION ASSISTANCE SETS

Model	: HRP 4000 series
Prime mover	: Hydraulic motor
Continuous power	: 400 KW
Rated power	: 500 KW
Input Speed	: 1200 rpm

HYDRAULIC INSTALLATION

Powerpack	: 1 x 1342 KW diesel
Main pumps	: 4 variable displacement, axial piston pumps Pressure-320 bar, Capacity each: 720 lpm
Reservoir capacity	: 12200 ltrs (12.2 kl)
Controls	: proportional electronic control of all valves and pump outputs.

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

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Bank Guarantee No.

Date:

To

The Dredging Corporation of India Ltd.,
Dredge House, HB Colony Main Road,
Seethammadhara,
Visakhapatnam – 530 022.

WHEREAS (hereinafter) called “the Tenderer” has submitted its tender datedfor the execution of (name of work).....(hereinafter called “the Tender”) in favour of DREDGING CORPORATION OF INDIA LIMITED, Dredge House, H.B. Colony Main Road, Seethammadhara, Visakhapatnam – 530 022 hereinafter called the “CORPORATION”.

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

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

THE CONDITIONS of this obligation are:

1. If the Tenderer withdraws his Tender
 - (a) during the period of Tender validity specified in the Tender,
 - or
 - (b) having been notified of the acceptance of his Tender by the Corporation during the period of Tender Validity,
2. fails or refuses to submit the Performance Security /execute the Agreement.

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

Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs...../- (Rupeesonly) and will remain in force up to _____ (forty five (45) days beyond the validity of the bid), and any demand in respect thereof must reach the Bank not later than the date of expiry of this guarantee failing which all the rights of the Corporation under the guarantee shall be forfeited and the Bank shall be deemed to be relieved or discharged from all liabilities hereunder.

Dated.....day of2025

For

.....

(Indicate Name of the Bank)

**PROFORMA OF "INSURANCE SURETY BOND" FOR "EARNEST MONEY DEPOSIT/
BID SECURITY"**

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date:.....

(Name of Contract)

To: (Name and address of Employer)

WHEREAS (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated (date of bid) for the performance of the above named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that We (name of Insurance Company) of (address of Insurance Company) (hereinafter called "the Surety"), are bound unto _____ (Name of the Employer) (hereinafter called "the Employer") for the sum of _____ (amount), for which payment well and truly to be made to the said Employer, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.
2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity.
 - a. fails or refuses to sign the Contract Agreement when required, or
 - b. fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the..... (name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including (date 45 days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of the Insurance Company

in the capacity of

Common Seal of the Insurance Company with complete address including Tel. Nos./e-Mail Id.

Staff Authority No. of the officer of the Insurance Company/Signatory

**INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNEST
MONEY DEPOSIT**

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.
2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No./Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duly signed/initialled by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company
4. Stamp paper shall be purchased in the name of Insurance Company counting the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six months prior to execution/issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Sing. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non- confirmation of which may lead to rejection of 'Insurance Surety Bond'.
5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of the Employer (Name of Employer) issued by any Insurance Company registered under insurance Act amended from time to time and approved by the insurance Regulatory Development Authority of India (IRDA) in Indian currency (INR) only is acceptable to the Employer.
6. Insurance Surety and for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with forwarding letter.

A. PROFORMA OF CHARTER HIRE AGREEMENT FOR THE OPTION OF MANNING, OPERATIONS AND MAINTENANCE ON DCI ACCOUNT AND FUEL, LUBES & FRESHWATER ON CHARTERER'S ACCOUNT

1	This contract is entered into	1	Date:
By and between			
2	Owner (hereafter called Owner)	2	Dredging Corporation of India Limited "Dredge House", H. B. Colony Main Road, Seethammadhara, Visakhapatnam, Andhra Pradesh – 530022, India.
3	Charterer	3	
Particulars of Vessel			
4	Vessel	4	Name: DCI Dredge BH1 Class: IWD Kakinada Call Sign: 8TCY Flag: India
5	Insurance	5	No additional Insurance is applicable except Protection & Indemnity cover and Hull & Machinery cover
Particulars of Agreement			
6	Daily / Charter Hire	6	a) Day Hire Rate: Rs. _____ (Rupees _____ only) per day of 24 hours or pro-rata (excluding GST, and cost of bunkers (operational & non-operational fuel), Lubes and fresh water). Cost of fuel, lubes and fresh water is on Charterer's account. b) While carrying out dredging, Charterer has to arrange Fuel, Lubes as well as fresh water at Charterer's cost alongwith all logistics. c) Currency: Indian Rupees d) Other applicable taxes, if any shall be on account of Charterer Taxes: Payable extra as applicable Charter hire/ period will start from the date and time of delivery of BH1 and will end on the date and time of redelivery except for off hire periods.

7	Period of Hire	7	<p>120 operational days and extendable for further 120 operational days or as per the extension period requested by the Charterer, but the period of extension shall be at the sole discretion of the Owner.</p> <p>The period of hire can be Extended or Curtailed as per the requirement of Owner / Charterer by giving 02 days' notice.</p> <p>Owners shall have the right to withdraw the dredger at any time during the contract / Charter period without prior notice, if the payments are not received as per the Payment schedule.</p>
8	Extension	8	<p>At Owner's Option, if requested by Charterer, the charter hire agreement will be extended.</p>
9	Charter Hire Payment	9	<p>Currency of Payment: Indian Rupees</p> <p>a) Charterer shall submit Bank Guarantee (BG) or Insurance Surety Bond for a value of 30 days Charter hire as per Box No.6(a) towards payment security on the day of signing of the agreement. BG or Insurance Surety Bond shall be valid for the entire charter period plus two months. The BG or Insurance Surety Bond shall be extended for the extended charter hire period, accordingly.</p> <p>b) Owner will raise bill at every 07 days (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 03 working days from the date of issue of Invoice (excluding day of issue of invoice).</p> <p>c) BG or Insurance Surety Bond shall be encashed in case payments are not paid/ released as per the schedule.</p>
10	Place, date and time of delivery	10	<p>Place: Rambilli, Visakhapatnam Dist. / Visakhapatnam, India</p> <p>Date and Time for delivery: Within one (1) week from the date of Signing of this charter agreement, as per Box 1.</p> <p>All costs / required permissions / agency & logistic support services, to tow the dredger from the above location (outward formalities) to the port of deployment for commencement of dredging (inward</p>

			<p>formalities) shall be on the account of Charterer.</p> <p>Vessel shall be treated as ‘On hire’ as soon as the delivery note is signed by both the parties.</p> <p>Charterer has to make all arrangement of outward formalities, towing the dredger to the next Port of his requirement, inward formalities at that port at his cost. While delivering the vessel at the particular Port, dredger shall be treated as ‘On hire’ for all the time including towing from Port to Port.</p>
11	Cancellation Date	11	Date: Five (5) Calendar days after date as per Box 10.
12	Area of Operations	12	Area: Any port in India. Country: INDIA
13	Mobilization Charges	13	Not Applicable
14	Demobilization Charges	14	Not Applicable
15	Place, Date, and Time of Redelivery	15	<p>Place: Visakhapatnam, India</p> <p>All costs / required permissions / agency & logistic support services at Port of deployment for towing of dredger to next Port (outward formalities) shall be on the account of Charterer.</p> <p>Upon completion of redelivery, vessel shall be treated as Off hire.</p> <p>Charterer has to make all arrangement of outward formalities, towing the dredger to the next Port of Owner’s requirement, inward formalities at that port at his cost. The dredger shall be treated as ‘On hire’ till the time of signing the redelivery note including towing from Port to Port.</p>
16	Applicable Law	16	<p>Indian Law</p> <p>Jurisdiction: Courts of Visakhapatnam</p>
17	Number of additional Clauses	17	As per General and Special Conditions enclosed
18	Signed on	18	
On Behalf of OWNER		On Behalf of CHARTERER	
Name:		Name:	
Designation:		Designation:	
Signature:		Signature:	

GENERAL CONDITIONS OF CONTRACT

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

1. Delivery

The Owner hires to the Charterer and the Charterer accepts the Vessel, 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.

Charter hire period will start from the time of delivery at Port of delivery mentioned at Box 10, then after, Charterer shall at his own cost take permission from the statutory authority to tow the vessel, tow the vessel to the place(s) of deployment by his own arrangement and cost and will make his own arrangement at his cost to shift the dredger from place to place while undertaking dredging / while taking to the berth for maintenance / repairs / statutory inspections.

If the Vessel is out of place of Survey than Port of Survey as per certificate, Vessel must be surveyed and new certificate of Survey to be obtained before it first begins to ply and after it returns or subsequent return to place of survey. The said arrangement including all plying permissions at port(s) of deployment is to be done by charterer and related arrangement, cost and time shall be on charterers account and vessel shall be treated as on hire during so.

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

2. Cancellation

1. Should the Vessel not be delivered at the latest by the cancellation date indicated in Box 11, the Charterer shall have the option of cancellation of this Charter by giving five (5) days' notice to the Owner.
2. If it appears that the Vessel will be delayed beyond cancellation date, the Owner shall as soon as there is reasonable certainty as to the day on which the Vessel should be ready, give notice thereof to Charterer, in which case Charterer shall have five (5) days from the receipt of this notice to exercise this option. If Charterer does not exercise this option of cancellation, the fifth day after the readiness date stated in Owner's Notice shall be regarded as a new cancellation date for the purpose of this clause.

3. Redelivery

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

4. Area of Operations

The Vessel shall not be deployed in any other area or country other than stated in Box 12. 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 Owner's prior written approval, which is at Owner's discretion.

5. In and Out Survey

The Owner and Charterer mutually shall appoint surveyor for the purpose of determining and agreeing in writing the quantity of bunkers, lubes & fresh water available onboard the Vessel at the time of delivery and redelivery. The Owner shall bear all expenses of the In-Survey including loss of time, if any (and will ensure to complete within four hours after anchoring the vessel), and the Charterers shall bear all expenses of the Out-Survey including loss of time, if any, at the daily equivalent to the rate of hire or pro rata thereof. Whereas logistic arrangement such as providing boat from jetty to dredger and back to the jetty for Surveyor for in and out survey shall be on account of Charterer.

The Charterer and the Owner, respectively, shall at the time of delivery and redelivery take over and adjust for all bunkers, lubes and fresh water in the said Vessel at the respective current market prices at the time of delivery and redelivery. Charterer has to make arrangement of supply of fuel, lubes & fresh water from authorized suppliers to the dredger alongwith all statutory permissions by paying cost of fuel, lubes & fresh water directly to the supplier with all associated costs at Charterer's account. Any delay during this transaction from either of the party i.e., Charterer or Supplier of Charterer shall be on account of Charterer and such delay of supplying fuel, lubes and fresh water to the dredger shall be treated as on hire.

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.

7. Maintenance and Operations:

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

Sl. No.	Description	Responsibility	On Account of	On hire / Off hire
I.	Inward & Outward formalities	Charterer	Charterer	-
II.	Arranging agency services, Pilotage & Port dues, berth charges - 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.	Charterer	Charterer	-
III.	Delay while making above arrangements, when vessel is in operational condition.	-	Charterer	On hire
IV.	Arranging local transport for workshops / project staff and logistic support.	Owner	Owner	-

Sl. No.	Description	Responsibility	On Account of	On hire / Off hire
V.	Passage to and fro alongwith tug assistance / towing arrangement if the dredger is required to take to anchorage/ berth for undertaking breakdown repairs / statutory inspection / maintenance.	Charterer	Charterer	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 personnel & workshops, sign-on sign-off of crew members.	Charterer	Charterer	-
VII.	Arranging berth / anchorage, paying berth hire and anchorage charges during breakdown and maintenance upto 10 days.	Charterer	Charterer	-
VIII.	Paying berth hire and anchorage charges during breakdown and maintenance beyond 10 days. Same shall be reimbursed / adjusted in Owner bills.	Charterer	Owner	-
IX.	Arranging stores / spares, workshop charges, repair & maintenance costs.	Owner	Owner	-
X	Maintenance, Breakdown repairs, Statutory inspections and other reasons attributable to Owner.	Owner	Owner	Off hire
XI.	Passage to and fro for bunkering/ lubes/ fresh water.	Charterer	Charterer	On hire
XII.	Supply of bunkers, lubes and freshwater (operational & non-operational (maintenance / breakdown / vessel kept idle / statutory body inspection)). In case the non-operational time due to maintenance/ breakdown in a single instance is exceeding 10 days, non-dredging fuel/lubes which shall be consumed beyond the initial 10 days shall be on Owner account and such cumulative non-dredging fuel/lube expenditure on Owner account till 'Out survey' shall be adjusted during Out survey.	Charterer	Charterer	-
XIII.	Idling of vessel for bunkers / lubes / freshwater	-	Charterer	On hire
XIV.	Dredger kept on waiting due to Land & Hydrographic surveys	Charterer	Charterer	On hire

Sl. No.	Description	Responsibility	On Account of	On hire / Off hire
XV.	Working hours, spud advancement, greasing, bucket cleaning, shifting from location to location, delays on account of barge movements, idle time and standby hours, time towards supply of bunkers, lubes & freshwater and other reasons attributable to Charterer.	-	Charterer	On hire
XVI.	Towing of the dredger from Port to Port including towing after delivery and towing for redelivery. Charterer shall take towing permissions from the Statutory Authorities and the time towards preparatory works for Towing and towing time shall be considered as 'On hire'.	Charterer	Charterer	On hire
XVII.	Transportation of crew/ officers from place of delivery to area of operations, to other Ports in case of shifting the vessel from Port to Port and from area of operations to redelivery including temporary stay at respective places	Charterer	Charterer	-

1. 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.
2. 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.
3. 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 during intermittent posting (other than posting while delivery / redelivery / shifting of vessel from port to port) 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.
4. In case, sign-on & sign-off facility is not available in the Port where the dredger is deployed, Charterer shall arrange immigration and other statutory formalities for sign-on / sign-off of crew / officers. The cost incurred shall be reimbursed by Owner.
5. Since, Owner is not sure about the pattern & quantum of siltation and the nature of bed material, Owner cannot guarantee for attaining any specified depths or quantity. However, Charterer may deploy the dredger as per their priority depending on requirement. Vessel will execute work as per directions of the Charterer, while ensuring safe operations. In case of testing soil samples from dredger, Charterer shall discuss with Master / OIC and provide required no. of sample bottles, transporting to laboratory and necessary testing charges as per the requirement, if any shall be at the cost of Charterer.

6. The Owner shall maintain the record of daily / weekly 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 shall be certified by the Charterer's representatives and the same shall form the basis for payment of charter hire charges.
7. The Owner shall be liable for any or all acts or omissions of all Officers and Crew members onboard 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.
8. **Mobilisation, Charter Hire and Demobilisation:**
 - a. Mobilization: Not Applicable
 - b. Charterer shall submit Bank Guarantee (BG) or Insurance Surety Bond for a value of 30 days Charter hire as per Box No.6(a) towards payment security on the day of signing of the agreement. BG or Insurance Surety Bond shall be valid for the entire charter period plus two months. The BG or Insurance Surety Bond shall be extended for the extended charter hire period, accordingly.
 - c. De-mobilization: Not Applicable
 - d. Charter hire agreement can be terminated by either party by giving 2 days prior notice, if desired to do so. Upon termination of the charter agreement, Charterer has to make all arrangement of towing the dredger at his cost to the destination of redelivery at any port or dry dock location at East Coast of India. The destination of redelivery shall be notified to Charterer prior to the termination. Out survey shall be done at the port of redelivery / dry dock location.
 - e. Charter rate as per Box No. 6 shall not be adjusted to any variation or escalation of any form.
 - f. Charter hire is payable for the dredger from the time of delivery to re-delivery except for the period the Vessel is not available in operating condition. In case the dredger is under breakdown and either of the party decided to redeliver the vessel, under such circumstances, day hire will cease at the Port of operation. However, charterer has to tow the vessel at his own cost as per the port of redelivery mentioned. The hire / off hire shall be calculated for the duration or pro-rata to the minimum least count of 15 minutes.
 - g. Owner will raise bill at every 07 days (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 03 working days from the date of issue of Invoice (excluding day of issue of invoice).
 - h. BG or Insurance Surety Bond shall be encashed in case payments are not paid/ released as per the schedule.
 - i. 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 forthwith notify the Owner of its reasons in connection with disputed amount.
 - j. If full payment has not been received by the Owner within the date it has become due, all amounts still outstanding excluding amount in dispute after expiry of said

period of 03 days shall bear interest at the rate of SBI 3 months MCLR + 2% per annum or pro-rata.

- k. 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-) contractors including the Vessel or for personal injury or death of the employees of the Owner or of its (sub-) contractors, 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-) contractors, including any equipment of the Charterer or personal injury or death of employees of the Charterer or its (sub-) contractors; 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, defenses, 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, defenses, 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 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 Dredging Corporation of India Limited (OWNER), It is under charter to _____ *Name of the Charterer* (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 Charterer will indemnify and hold Owner 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 charterer 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.

14. Substitute Vessel

Not Used

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 / OIC of the vessel (in this case Master / OIC of vessel decision is final) preventing the working of Vessel, the payment of hire shall cease for the period of such deficiency. If any damages caused to the dredger during charter period, due to no fault of Owner, such as damage due to underwater obstructions, etc., reasons not attributable to Owner and necessitating suspension of dredging, the period of suspension shall be treated as "on hire" and will have to be paid as stated at Box no.6 and the cost of repairs necessitated, by such damages will be reimbursed by Charterer to the extent the underwriters do not reimburse.

19. Under performance

Not used

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. Health and Safety

The 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.

22. 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.

23. Confidentiality

All information or data obtained by the owner in the performance of this Charter Party shall be the property of the Charterer and is confidential and shall not be disclosed without the prior written consent of the Charterer. The Owner shall use its best efforts to ensure that the Owner, any of their sub-contractors, and employees and agents thereof shall not disclose any such information or data.

24. 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. Charterer shall pay the Owner 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.

26. Severability Clause:

If any portion of this Charter Party is held to be invalid or unenforceable for any reason by a court or governmental authority of competent jurisdiction, or arbitral tribunal, then such portion will be deemed to be stricken and the remainder of this Charter Party shall continue in full force and effect.

27. Demise:

Nothing herein contained shall be construed as creating a demise of the Vessel to the Charterer.

28. Arrangement of Survey & Cost and Time:

If the Vessel is out of place of Survey than Port of Survey as per certificate, Vessel must be surveyed and new certificate of Survey to be obtained before it first begins to ply and after it returns or subsequent return to place of survey. The said arrangement including all plying permissions at port(s) of deployment is to be done by charterer and related arrangement, cost and time shall be on charterer's account and vessel shall be treated as on hire during so.

29. Fuel and Lube specifications / consumptions:

	Consumption per operational day	Consumption per non-operational day
Fuel Consumption:		
LS HFHSD - 16 hrs operation in a day	1.8 KL to 2.0 KL	0.25 KL
Lubes Consumption:		
Servo Marine HYD 68	500 lt (Approx. depending upon the leaks)	
Servo Premium CF-4 15W-40	20 lt (To be renewed in every 250 hours: Main engine- 220 lt & Aux. Engine- 30 lt)	3 lt
Servo Mesh SP 220	6 lt	2 lt
Servo Coat 140	2 kg	1 kg
Servo Cool Plus	5 lt	2 lt
Servoplex LC2 (TS)	80 kg	20 kg
Servo Mesh SP 100	5 lt	2 lt

Note: Above fuel & lube consumption details are indicative only and may vary depending upon site/soil/other conditions. Owners will not entertain any additional claim in this regard.

B. PROFORMA OF CHARTER HIRE AGREEMENT FOR THE OPTION OF MANNING, OPERATIONS, MAINTENANCE, FUEL, LUBES & FRESHWATER ON OWNER'S ACCOUNT

1	This contract is entered into	1	Date:
By and between			
2	Owner (hereafter called Owner)	2	Dredging Corporation of India Limited "Dredge House", H. B. Colony Main Road, Seethammadhara, Visakhapatnam, Andhra Pradesh – 530022, India.
3	Charterer	3	
Particulars of Vessel			
4	Vessels	4	Name: DCI Dredge BH1 Class: IWD Kakinada Call Sign: 8TCY Flag: India
5	Insurance	5	No additional Insurance is applicable except Protection & Indemnity cover and Hull & Machinery cover
Particulars of Agreement			
6	Daily / Charter Hire	6	a. Day Hire Rate: Rs. _____ (Rupees _____ only) per day of 24 hours or pro-rata (excluding GST). b. Currency: Indian Rupees c. Other applicable taxes, if any shall be on account of Charterer Taxes: Payable extra as applicable Charter hire/period will start from the date and time of delivery of BH1 and will end on the date and time of redelivery except for off hire periods.
7	Period of Hire	7	120 operational days and extendable for further 120 operational days or as per the extension period requested by the Charterer, but the period of extension shall be at the sole discretion of the Owner. The period of hire can be Extended or Curtailed as per the requirement of Owner / Charterer by giving 02 days' notice.

			Owners shall have the right to withdraw the dredger at any time during the contract / Charter period without prior notice, if the payments are not received as per the Payment schedule.
8	Extension	8	At Owner's Option, if requested by Charterer, the charter hire agreement will be extended.
9	Charter Hire Payment	9	<p>Currency of Payment: Indian Rupees</p> <p>a). Charterer shall submit Bank Guarantee (BG) or Insurance Surety Bond for a value of 30 days Charter hire as per Box No.6(a) towards payment security on the day of signing of the agreement. BG or Insurance Surety Bond shall be valid for the entire charter period plus two months. The BG or Insurance Surety Bond shall be extended for the extended charter hire period, accordingly.</p> <p>b). Owner will raise bill at every 07 days (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 03 working days from the date of issue of Invoice (excluding day of issue of invoice).</p> <p>c). BG or Insurance Surety Bond shall be encashed in case payments are not paid/ released as per the schedule.</p>
10	Place, date and time of delivery	10	<p>Place: Rambilli, Visakhapatnam Dt. / Visakhapatnam, India</p> <p>Date and Time for delivery: Within one (1) week from the date of Signing of this charter agreement, as per Box 1.</p> <p>All costs / required permissions / agency & logistic support services, to tow the dredger from the above location (outward formalities) to the port of deployment for commencement of dredging (inward formalities) shall be on the account of Charterer.</p> <p>Vessel shall be treated as 'On hire' as soon as the delivery note is signed by both the parties.</p> <p>Charterer has to make all arrangement of outward formalities, towing the dredger to the next Port of his requirement, inward formalities at that port at his cost. While delivering the vessel at the particular Port, dredger shall be treated as 'On hire' for all the</p>

			time including towing from Port to Port.
11	Cancellation Date	11	Date: Five (5) Calendar days after date as per Box 10.
12	Area of Operations	12	Area: Any port in India. Country: INDIA
13	Mobilization Charges	13	Not Applicable
14	Demobilization Charges	14	Not Applicable
15	Place, Date, and Time of Redelivery	15	Place: Visakhapatnam, India All costs / required permissions / agency & logistic support services at Port of deployment for towing of dredger to next Port (outward formalities) shall be on the account of Charterer. Upon completion of redelivery, vessel shall be treated as Off hire. Charterer has to make all arrangement of outward formalities, towing the dredger to the next Port of Owner's requirement, inward formalities at that port at his cost. The dredger shall be treated as 'On hire' till the time of signing the redelivery note including towing from Port to Port.
16	Applicable Law	16	Indian Law Jurisdiction: Courts of Visakhapatnam
17	Number of additional Clauses	17	As per General and Special Conditions enclosed
18	Signed on	18	
On Behalf of OWNER		On Behalf of CHARTERER	
Name:		Name:	
Designation:		Designation:	
Signature:		Signature:	

GENERAL CONDITIONS OF CONTRACT

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

1. Delivery

The Owner hires to the Charterer and the Charterer accepts the Vessel, 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.

Charter hire period will start from the time of delivery at Port of delivery mentioned at Box 10, then after, Charterer shall at his own cost take permission from the statutory authority to tow the vessel, tow the vessel to the place(s) of deployment by his own arrangement and cost and will make his own arrangement at his cost to shift the dredger from place to place while undertaking dredging / while taking to the berth for maintenance / repairs / statutory inspections.

If the Vessel is out of place of Survey than Port of Survey as per certificate, Vessel must be surveyed and new certificate of Survey to be obtained before it first begins to ply and after it returns or subsequent return to place of survey. The said arrangement including all plying permissions at port(s) of deployment is to be done by charterer and related arrangement, cost and time shall be on charterers account and vessel shall be treated as on hire during so.

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

2. Cancellation

1. Should the Vessel not be delivered at the latest by the cancellation date indicated in Box 11, the Charterer shall have the option of cancellation of this Charter by giving five (5) days' notice to the Owner.
2. If it appears that the Vessel will be delayed beyond cancellation date, the Owner shall as soon as there is reasonable certainty as to the day on which the Vessel should be ready, give notice thereof to Charterer, in which case Charterer shall have five (5) days from the receipt of this notice to exercise this option. If Charterer does not exercise this option of cancellation, the seventh day after the readiness date stated in Owner's Notice shall be regarded as a new cancellation date for the purpose of this clause.

3. Redelivery

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

4. Area of Operations

The Vessel shall not be deployed in any other area or country other than stated in Box 12. 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 Owner's prior written approval, which is at Owner's discretion.

5. In and Out Survey

Not used

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.

7. Maintenance and Operations:

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

Sl. No.	Description	Responsibility	On Account of	On hire / Off hire
I.	Inward & Outward formalities	Charterer	Charterer	-
II.	Arranging agency services, Pilotage & Port dues, berth charges - 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.	Charterer	Charterer	-
III.	Delay while making above arrangements, when vessel is in operational condition.	-	Charterer	On hire
IV.	Arranging local transport for workshops/ project staff and logistic support.	Owner	Owner	-
V.	Passage to and fro alongwith tug assistance / towing arrangement if the dredger is required to take to anchorage/ berth for undertaking breakdown repairs / statutory inspection / maintenance.	Charterer	Charterer	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 personnel & workshops, sign-on sign-off of crew members.	Charterer	Charterer	-
VII.	Arranging berth / anchorage, paying berth	Charterer	Charterer	-

Sl. No.	Description	Responsibility	On Account of	On hire / Off hire
	hire and anchorage charges during breakdown and maintenance upto 10 days.			
VIII.	Paying berth hire and anchorage charges during breakdown and maintenance beyond 10 days. Same shall be reimbursed / adjusted in Owner bills.	Charterer	Owner	-
IX.	Arranging stores/ spares, workshop charges, repair & maintenance costs.	Owner	Owner	-
X.	Maintenance, Breakdown repairs, Statutory inspections and other reasons attributable to Owner.	Owner	Owner	Off hire
XI.	Supply of bunkers, lubes and freshwater (operational & non-operational (maintenance / breakdown / vessel kept idle / statutory body inspection)).	Owner	Owner	-
XII.	Dredger kept on waiting due to Land & Hydrographic surveys	Charterer	Charterer	On hire
XIII.	Working hours, spud advancement, greasing, bucket cleaning, shifting from location to location, delays on account of barge movements, idle time & standby hours and other reasons attributable to Charterer.	-	Charterer	On hire
XIV.	Towing of the dredger from Port to Port including towing after delivery and towing for redelivery. Charterer shall take towing permissions from the Statutory Authorities and the time towards preparatory works for Towing and towing time shall be considered as 'On hire'.	Charterer	Charterer	On hire
XV.	Transportation of crew/ officers from place of delivery to area of operations, to other Ports in case of shifting the vessel from Port to Port and from area of operations to redelivery including temporary stay at respective places	Charterer	Charterer	-

1. 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.
2. 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.
3. 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 during intermittent posting (other than posting while delivery / redelivery / shifting of vessel from port to port) 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.

4. In case, sign-on & sign-off facility is not available in the Port where the dredger is deployed, Charterer shall arrange immigration and other statutory formalities for sign-on / sign-off of crew / officers. The cost incurred shall be reimbursed by Owner.
5. Since, Owner is not sure about the pattern & quantum of siltation and the nature of bed material, Owner cannot guarantee for attaining any specified depths or quantity. However, Charterer may deploy the dredger as per their priority depending on requirement. Vessel will execute work as per directions of the Charterer, while ensuring safe operations. In case of testing soil samples from dredger, Charterer shall discuss with Master and provide required no. of sample bottles, transporting to laboratory and necessary testing charges as per the requirement, if any shall be at the cost of Charterer.
6. The Owner shall maintain the record of daily / weekly 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 shall be certified by the Charterer's representatives and the same shall form the basis for payment of charter hire charges.
7. 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.

8. Mobilisation, Charter Hire and Demobilisation

- a. Mobilization: Not Applicable
- b. Charterer shall submit Bank Guarantee (BG) or Insurance Surety Bond for a value of 30 days Charter hire as per Box No.6(a) towards payment security on the day of signing of the agreement. BG or Insurance Surety Bond shall be valid for the entire charter period plus two months. The BG or Insurance Surety Bond shall be extended for the extended charter hire period, accordingly.
- c. De-mobilization: Not Applicable
- d. Charter hire agreement can be terminated by either party by giving 2 days prior notice, if desired to do so. Upon termination of the charter agreement, Charterer has to make all arrangement of towing the dredger at his cost to the destination of redelivery at any port or dry dock location at East Coast of India. The destination of redelivery shall be notified to Charterer prior to the termination. Out survey shall be done at the port of redelivery / dry dock location.
- e. Charter hire is payable for the dredger from the time of delivery to re-delivery except for the period the Vessel is not available in operating condition. In case the dredger is under breakdown and either of the party decided to redeliver the vessel, under such circumstances, day hire will cease at the Port of operation. However,

charterer has to tow the vessel at his own cost as per the port of redelivery mentioned. The hire / off hire shall be calculated for the duration or pro-rata to the minimum least count of 15 minutes.

- f. Charter rate as per Box No. 6 shall be adjusted to variation only on account of fuel prices as per the below formula:

$$V = 0.30 \times R \times (P - P_o) / P_o$$

Where ,

V = Amount payable as per fuel variation

P_o = Price of Main fuel (HFHSD) inclusive of all taxes, duties, levies, transportation and OT, etc. as on 01.03.2025 as per Circular at the Port of delivery.

P = Average Price of Main fuel (HFHSD) for the month under consideration inclusive of all taxes, duties, levies, Transportation, and OT, etc. as per circular for the supplies made to the dredger at Port of Operation.

R = Value of work done during the month under consideration as per the BoQ.

IOCL/ BPCL/ HPCL official fuel circular shall be used for calculation of P_o and P in the above Price variation formula. The bill in terms of this clause shall be raised on weekly basis and the amount shall be paid by the Charterer within 3 days of submission of bill. The price variation is applicable for the entire charter period including extended period, if any.

- g. Owner will raise bill every 07 days (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 03 working days from the date of issue of Invoice (excluding day of issue of invoice).
- h. BG or Insurance Surety Bond shall be encashed in case payments are not paid/ released as per the schedule.
- i. 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 forthwith notify the Owner of its reasons in connection with disputed amount.
- j. If full payment has not been received by the Owner within the date it has become due, all amounts still outstanding excluding amount in dispute after expiry of said period of 03 days shall bear interest at the rate of SBI 3 months MCLR + 2% per annum or pro-rata.
- k. 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-) contractors including the Vessel or for personal injury or death of

the employees of the Owner or of its (sub-) contractors, 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-) contractors, including any equipment of the Charterer or personal injury or death of employees of the Charterer or its (sub-) contractors; 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, defenses, 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, defenses, 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 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 Dredging Corporation of India Limited (OWNER), It is under charter to _____ *Name of the Charterer* (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 Charterer will indemnify and hold Owner 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 charterer 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.

14. Substitute Vessel

Not Used

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 / OIC of the vessel (in this case Master / OIC of vessel decision is final) preventing the working of Vessel, the payment of hire shall cease for the period of such deficiency. If any damages caused to the dredger during charter period, due to no fault of owner, such as damage due to underwater obstructions, etc., reasons not attributable to Owner and necessitating suspension of dredging, the period of suspension shall be treated as "on hire" and will have to be paid as stated at Box no.6 and the cost of repairs necessitated, by such damages will be reimbursed by Charterer to the extent the underwriters do not reimburse.

19. Under performance

Not used

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. Health and Safety

The 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.

22. 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.

23. Confidentiality

All information or data obtained by the owner in the performance of this Charter Party shall be the property of the Charterer and is confidential and shall not be disclosed without the prior written consent of the Charterer. The Owner shall use its best efforts to ensure that the Owner, any of their sub-contractors, and employees and agents thereof shall not disclose any such information or data.

24. 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. Charterer shall pay the Owner 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.

26. Severability Clause:

If any portion of this Charter Party is held to be invalid or unenforceable for any reason by a court or governmental authority of competent jurisdiction, or arbitral tribunal, then such portion will be deemed to be stricken and the remainder of this Charter Party shall continue in full force and effect.

27. Demise:

Nothing herein contained shall be construed as creating a demise of the Vessel to the Charterer.

28. Arrangement of Survey & Cost and Time:

If the Vessel is out of place of Survey than Port of Survey as per certificate, Vessel must be surveyed and new certificate of Survey to be obtained before it first begins to ply and after it returns or subsequent return to place of survey. The said arrangement including all plying permissions at port(s) of deployment is to be done by charterer and related arrangement, cost and time shall be on charterer's account and vessel shall be treated as on hire during so.

DREDGING CORPORATION OF INDIA LIMITED

FORM FOR CUSTOMER CODE CREATION/CHANGES IN ERP			
<u>1.0 VENDOR DETAILS:</u>			
Name of the Vendor		* Vendor Code	
Address (including PIN code)			
Mobile Number		Email ID	-
2.0 Taxation and Other Registration Details : (Supporting copies needs to be attached)			
PAN No.		GSTIN	
Type of Customer	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)			
Bank Name, Branch & City			
Bank Account Number		IFSC Code	
4.0 PURPOSE FOR WHICH VENDOR CODE IS REQUIRED TO BE CREATED / MODIFIED IN ERP			
Recommended by (Person requesting for creating/modification of the Vendor Code)	Approved by (Concerned Section HOD)		Remarks if any
Name :			
Signature :			
Date			
Created by (in ERP) (AM-F)	Approved by (JGM - IT)		Approved by (in ERP) (JGM - F)
Name :			
Signature :			
Date			

BILL OF QUANTITIES

PREAMBLE

1. The bidder can quote the daily dredger charter hire rate of DCI DREDGE BH1 for either of option or both the options.
2. In case bidder quotes for both the options, DCIL will execute either of options depending on DCIL requirement. It is sole decision of DCIL in this matter.
3. Quoted Charter hire Rate shall be exclusive of GST and other taxes. The Taxes, levies, duties, etc. shall be paid extra on the bill amount.
4. Rate against BOQ Items, which are not opted by the bidder shall be filled with 'zero'.
5. Financial Evaluation shall be carried out separately for each option and option wise H1 Bidder will be decided accordingly.
6. DCIL reserves the right to offer / charter the dredger to any firm based on the Highest rates.
7. DCIL at their discretion, in case the rate quoted by the bidders are seems to be on lower side, may call H1 bidder(s) for price negotiation to increase the rate.

BILL OF QUANTITIES

Sl. No.	Description	Quoted Rate per day of 24 Hrs in INR (Excluding Taxes)
1	<u>Option 1:</u> Manning, Operation & Maintenance on Owner's account and Fuel, Lubes & freshwater on Charterer's Account:	
1.1	Charter hire rate for DCI DREDGE BH1	
2	<u>Option 2:</u> Manning, Operation, Maintenance, Fuel, Lubes and freshwater on Owner's Account:	
2.1	Charter hire rate for DCI DREDGE BH1	

Stamp and Signature of Bidder