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1. Bid Details

Bid Number: **GEM/2024/B/4823977** (/showbidDocument/6270951)**Bid Status:** Active**Bid Validity (From End Date):** 180 (Days)**Competent Authority Document:**
View**Bid Start Date / Time:** 28-03-2024 16:57:51**Bid End Date / Time:** 24-05-2024 15:00:00**Bid Opening Date / Time:** 24-05-2024 15:30:00**Contract Duration:** 6 Month(S) 4 Day(S)

Consignees / Reporting Officer / Delivery Location(S)

EMD: Required Track EMD (Https://Bidplus.Gem.Gov.In/Bidding/Track/Trac**Average Turn Over of Last 3 Years:** 62 Lakh (s) **Experience with Gov.****Required:** Year (s) **Project Experience Required:** No

Buyer Details

Name: Ramesh Babu Moodavath**Address:** Ramesh Babu Moodavath,Hodmktg.Dci@Nic.In,Dr edging Corporation Of India, Dredge House, H B Colony Main Road, Seethammadhara, VISAKHAPATNAM,VISAKHAPATNA M,ANDHRA PRADESH,530022,India**Ministry:** Ministry Of Ports, Shipping And Waterways**Department:** Dredging Corporation Of India Limited**Organisation:** Dredging Corporation Of India Limited**Office:** Dredge House Port Area Visakhapatnam

Corrigendum Details

Modified On: 2024-04-26 17:15:23Bid extended to **2024-05-24 15:00:00**Bid Opening Date : **2024-05-24 15:30:00**

Cancel Bid

Extend Bid

Edit Terms

Edit Pre Bid

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



INVITATION OF BIDS FOR “BAREBOAT CHARTERING OF DCI ID GANGA”

**NOTICE FOR INVITATION OF BIDS FOR
BAREBOAT CHARTERING OF DCI ID GANGA**

IFB No: DCI/MKTG/ID GANGA/889/2024

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 Inland Dredger Ganga (the Dredger) i.e., DCI ID GANGA and/or suitable pipeline with accessories **on Bareboat charter basis**. A detailed technical specification of the dredger is available at Annexure-9. **The dredger is available for charter and the detailed technical specifications of the dredgers are available at Annexure-9. The charter period will be for 06 months and further extendable for a period of 6 months 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 ID GANGA on Bareboat 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 GeM portal (www.gem.gov.in). 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 GeM Portal (www.gem.gov.in). 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 GeM portal - www.gem.gov.in.
3. Hard copy of uploaded Technical Bid documents duly sealed and superscribed in bold letters as "Invitation of Bids for "Bareboat Chartering of DCI ID GANGA" 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, suryakant@dcil.co.in
Mob-no: 08912871347 / 209 / 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 www.gem.gov.in before due date and time of submission. Electronic bids received after the stipulated last date and time for receipt of bids, due to any reasons will not be considered.

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. A link to the Revenue Policy of GeM Portal is placed below for ready reference of the bidders:

https://assets-bg.gem.gov.in/resources/upload/shared_doc/gem-revenue-policy1_1690899325.pdf

However, the above link is only for reference of bidders and bidders are advised to visit the GeM portal for all relevant payment conditions. The bidders are solely responsible for all such payments/ claims / grievances related to e-tender (GeM) 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 GeM 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 GeM 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 www.dredge-india.com and www.gem.gov.in. 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 of Rs.62.64 Lakhs for the preceding three financial years i.e., 2020-21, 2021-22 & 2022-23.**
- 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 qualified turnover as per last audited annual financial statement / latest before 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. 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.

Thanking you,

General Manager (Business Development)
Dredging Corporation of India Limited

INVITATION FOR BIDS FOR BAREBOAT CHARTERING OF DCI ID GANGA
IFB No: DCI/MKTG/ID GANGA/889/2024

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 Inland Dredger Ganga (the Dredger) i.e., DCI ID GANGA and/or suitable pipeline with accessories **on Bareboat charter basis**. Detailed technical specifications of the dredger are available at Annexure-9. **The charter period will be for 06 months and further extendable for a period of 6 months 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 ID GANGA on Bareboat charter basis from reputed & established Indian entities/ firms. Please superscribe the above mentioned Title, IFB number and last date of submission on the sealed cover.

2. Firms have to submit the bids online through GeM Portal (www.gem.gov.in). 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 GeM portal - www.gem.gov.in.

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. A link to the Revenue Policy of GeM Portal is placed below for ready reference of the bidders:

https://assets-bg.gem.gov.in/resources/upload/shared_doc/gem-revenue-policy1_1690899325.pdf

However, the above link is only for reference of bidders and bidders are advised to visit the GeM portal for all relevant payment conditions. The bidders are solely responsible for all such payments/ claims / grievances related to e-tender (GeM) 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 GeM Portal.

4. Schedules

A	Name of Work	Invitation for Bids for bareboat chartering of DCI ID Ganga
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) for an amount of INR 2.09 Lakh by way of NEFT / RTGS or similar online transaction to the DCI account or 'Bank Guarantee' strictly as per the format given in Annexure-10 (as the case may be) of the bid document:</p> <p>Bidder shall ensure that EMD submitted in the form of 'Bank Guarantee' should have a validity of at least two months beyond the validity of the Bid. The "Bank Guarantee" shall be from any Indian Nationalised Bank.</p> <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 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> <p>(ii) to furnish "Performance Guarantee", in accordance with "Annexure-12"</p>
E	Bid validity	The bid validity period shall be 180 days from final 'Due Date of submission'.

F	DCI account details for online payment	<p>Name of beneficiary: DREDGING CORPORATION OF INDIA LIMITED Account No.: 35833070000014 IFSC Code: CNRB0013583 Account Type: CURRENT ACCOUNT Name of the Bank: CANARA BANK Branch address: DCIL Branch, Ground Floor, Dredge House, H.B. Colony Main Road, Seethammadhara, Visakhapatnam, Andhra Pradesh- 530022 MICR code: 530015032 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: www.dredge-india.com , www.gem.gov.in</p>
H	Bid issue date	From 28.03.2024 to 26.04.2024 upto 1430 hours
I	Pre Bid Meeting	<p>Pre-bid meeting will be held on 08.04.2024 @ 1100 Hrs at DCI Head Office, Visakhapatnam (Physical Mode). Pre Bid Queries shall be sent to both the below mail ids two day before the pre-bid meeting. 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 email id: hodmktg@dcil.co.in & suryakant@dcil.co.in</p>
J	Due date of submission	Upto 1500 hours on 26.04.2024
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. Email : hodmktg@dcil.co.in</p>
L	Date & Time of opening of Technical bids	<p>@ 1530 hours 26.04.2024</p> <p>If the last date of bid submission / opening lies on public holiday, bid opening shall be scheduled on next working day</p>

M	Date & Time of opening of Price bids	Will be informed later to technically qualified bidder
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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 two day before the pre-bid meeting to the General Manager (Business Development), Dredging Corporation of India Limited, at the above email 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 www.gem.gov.in. 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 www.gem.gov.in 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 of Rs.62.64 Lakhs for the preceding three financial years i.e., 2020-21, 2021-22 & 2022-23.**
- 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 qualified turnover as per last audited annual financial statement / latest before 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. 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 take the DCI ID GANGA on the general terms and conditions based on BIMCO's "BARECON 2001" standard bareboat charter with suitable modifications which will take care of the interest of both Owners and Charterers 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 ID GANGA	In Working condition. Paradip Port, Odisha	Project In Charge Paradip Project Office Dredging Corporation of India Limited, Old Trade Centre, Suit No: 5&6, 1 st Floor, Near hanuman Mandir, Sea Branch Area Jagatsinghpur – 754 142, Odisha. Mobile: (+) 91- 9440826064

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 Tender and 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 through 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 BAREBOAT CHARTERING OF DCI ID GANGA

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

- 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	Turnover in Indian rupees
2022-23	
2021-22	
2020-21	
Average	

Net worth (in INR)

Year	Cash accruals	Net worth	Working Capital
2023-24			Provide 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 BAREBOAT CHARTERING OF DCI ID GANGA

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 BAREBOAT CHARTERING OF DCI ID GANGA

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 BAREBOAT CHARTERING OF DCI ID GANGA
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 BAREBOAT CHARTERING OF DCI ID GANGA

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 INLAND DREDGER GANGA
(DCI ID GANGA)

Name of the Vessel	DCI ID GANGA
Port of Registry	Kodungallur
Class	IV Act
Length Overall	28.497
Breadth	8.3
Depth / Draught	1.5
Speed	DUMB
Official Number	KIV/KDR/DR/0656/19
IR No.	47773
MMST & IMO No	NIL
Call Sign	NIL
Class	IR Class
Dredge Pump Engine	Cummins KTA 38M2 1007 KW
Dredge Pump	Italdrage
Generator	Simpson 32KVA at 1500 RPM
Aux. Engine for hydraulics	Cummins KTA 19 M 3/447 KW @1800RPM
Cutter Power	Variable power
Light Weight of Ship	206.97
Gross Tonnage	132
Net Tonnage	40
No. of Decks.	2
Production rate	150 to 200 Cum per hour
Crew Accommodation	06 Including OIC, All Shore accommodation
Fuel Oil Capacity	40 KL
Discharge Pipeline Dia.	500 mm

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

(To be stamped in accordance with the Stamp Act)

Ref: Bank Guarantee No:
Date :

To,
M/s Dredging Corporation of India Limited
Dredge House, H. B. Colony Main Road,
Seethammadhara, Visakhapatnam-530022,
Andhra Pradesh, India

SUB:
Invitation For Bids (IFB) No.:

Dear Sir(s),

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

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

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

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

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

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp

1. Shipbroker	BIMCO STANDARD BAREBOAT CHARTER Code Name: “BARECON 2001”	
3. Owners/Place of business (Cl. 1) Dredging Corporation of India Limited, Dredge House, H. B. Colony Main Road, Seethammadhara, Visakhapatnam, Andhra Pradesh - 530022, India	2. Place and date	
5. Vessel's name, Call Sign and Flag (Cl.1 and 3) DCI Inland Dredger Ganga (ID Ganga) Official Number: KKD 201	4. Bareboat Charterers / Place of business (Cl. 1)	
6. Type of Vessel: Cutter Suction Dredger (Non Propelled)	Call Sign: --- Flag: India	
8. When/Where built 2016/ Kaladhara Bharuch, Gujarat	7. GT/NT 132 / 40	
10. Classification Society IRS	9. Total DWT (abt.) in metric tons on summer freeboard ----	
12. Further Particulars of Vessel (also indicate minimum number of months' validity of class certificates agreed acc to Cl. 3) See Annexure-9 for technical specification	11. Date of Last special survey by the vessel's classification society 18/12/2023 Frequency of dry-docking: 05 years	
13. Port or Place of delivery (Cl. 3) a. ID Ganga Dredger at Paradip, India b. Pipeline: Paradip, India 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	14. Date and Time for delivery (Cl. 4) Within one month from the date of Signing of this charter agreement	15. Cancelling date (Cl. 5) 30 days from date as per box 13 & 14

<p>account of Charterer. Vessel shall be treated as 'On hire' as soon as the delivery note is signed by both the parties. 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. Date and Time: Within Ten (10) days after date as per Box 1.</p>		
<p>16. Port or Place of redelivery (Cl. 15) After completion of Charter period, vessel shall be redelivered at any port in the East Coast of India. Exact location will be intimated prior to redelivery. 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.</p>		<p>17. No. of months' validity of trading and class certificates upon redelivery (Cl. 15) -NA -</p>
<p>18. Running days notice of other than stated in Cl. 4 -NIL-</p>		<p>19. Frequency of dry-docking (Cl. 10(g)) Once in Five Years Last survey on 18/12/2023</p>
<p>20. Trading Limits (Cl.6) Shall be deployed for legal operations in the waters of the following countries only (except Pakistan & China):</p> <ul style="list-style-type: none"> • India 		
<p>21. Charter period (Cl. 2) 06 months and will be extended for a period of 06 months 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>22. Charter hire (Cl. 11) a) Day Hire Rate: Rs. _____ (Rupees _____ only) per day of 24 hours or pro rata (excluding GST & other applicable Taxes, if any, and cost of bunkers (operational & non-operational fuel), Lubes and fresh water.) Cost of fuel, lubes, manning and fresh water is</p>

<p>The period of hire can be Extended or Curtailed as per the requirement of Owner / Charterer by giving 7 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>	<p>on Charterer's account)</p> <p>b) While carrying out dredging, Charterer has to arrange Fuel, Lubes as well as fresh water at Charterer's cost alongwith all logistics.</p> <p>c) Day hire of pipeline and ancillaries (HDPE) for 100 metre pipeline shall be Rs.800/- per day (excluding GST & other applicable taxes, if any). Firm may take the required pipeline length of pipeline upto maximum of 2000 metre and the hire charges will be considered on pro-rata basis. Cost of mobilization, demobilization, loading, unloading, stacking, assembling, laying, maintenance and dismantling of pipes & ancillaries is on Charterer's account.</p> <p>d) Currency: Indian Rupees</p> <p>Taxes: Payable extra as applicable.</p> <p>Charter period will start from the date and time of delivery of ID Ganga from Port of delivery and will end on the date and time port of re-delivery at any port in East Coast except for off hire periods.</p>
<p>23. New class and other safety requirements (state percentage of Vessel's insurance value acc. to Box 29) (Cl. 10(a)(ii))</p> <p style="text-align: center;">NA</p>	<p>24. Rate of interest payable acc. to Cl. 11 (f) and, if applicable, acc. to PART IV</p> <p>At the rate of SBI 3 months MCLR + 2% per annum or pro-rata</p>
<p>25. Currency and method of payment (Cl. 11)</p> <p>Currency of Payment: Indian Rupees</p> <p>Payment Terms:</p> <p>a) Charterer shall pay one-month charter hire including GST in advance on the day of signing of the agreement / before delivery of the vessel by way of NEFT / RTGS.</p> <p>b) Owners will raise monthly bills for hire charges under the charter. Charterer shall make payment within 15 days from the date of issue of Invoice.</p> <p>c) Advance Hire Paid shall be adjusted by Owner in the Final Bill payment.</p>	
<p>26. Place of payment; also state beneficiary and bank account (Cl. 11)</p> <p>Name: M/s Dredging Corporation of India Limited, Visakhapatnam</p>	<p>27. Bank guarantee/bond (sum and place) (Cl. 24)</p> <p>a) Towards Performance Guarantee, Charterer shall submit irrevocable Bank</p>

<p>Type of Account : Current Account Account Number : 35833070000014 IFSC Code: SYNB0003583 SWIFT Code: SYNBINBB032</p>	<p>guarantee from any Indian Nationalised Bank for the amount equivalent to two months Charter hire, which shall be valid for entire period of charter / extension period plus 90 days. In case of extension of charter period, Charterer shall extend the validity of Bank Guarantee as per Owners requirement.</p> <p>b) Performance Guarantee shall be released by Owner to Charterer after receipt of the Final Bill payment.</p>
<p>28. Mortgage(s), if any (state whether 12(a) or (b) applies; if 12(b) applies state date of Financial Instrument and name of Mortgagee(s)/Place of business) (Cl. 12)</p> <p style="text-align: center;">NA</p>	<p>29. Insurance (hull and machinery and war risks) (state value acc. To Cl. 13(f) or, if applicable, acc. To Cl. 14(k)) (also state if Cl. 14 applies)</p> <p>Applicable as per Clause 14.</p> <p>Owner shall insure the vessel for Hull Machinery and Hull War risk and the same to be covered for the entire charter period.</p> <p>Sum Insured : INR 20.00 crore</p> <p>Protection & Indemnity insurance covering men, machine, material on the vessel along with third party damage shall be obtained by Owner and the same to be covered for the entire charter period.</p> <p>Additional premium towards H&M and P&I Insurances on account of chartering of the vessel shall be paid by Owner and to be reimbursed by the Charterer.</p>
<p>30. Additional Insurance cover, if any, for owner's account limited to (Cl. 13(b) or, if applicable, Cl. 14(g))</p> <p>-NIL-</p>	<p>31. Additional insurance cover, if any, for charterer's account limited to (Cl. 13(b) or, if applicable, Cl. 14(g))</p> <p>Any other additional Insurance required in addition to at box 29 shall be obtained by Charterer at his cost, depending on place of deployment as per the norms of country/ state in the name of Owner.</p>

32. Latent defects (only to be filled in if period other than stated in Cl. 3) N.A.	33. Brokerage commission and to whom payable (Cl. 27) N.A.
34. Grace period (state number of clear banking days) (Cl. 28) 07 (seven) days	35. Dispute Resolution (state 30(a), 30(b), 30(c) or 30(d); if 30(c) agreed Place of Arbitration must be stated) (Cl. 30) Arbitration shall be according to Arbitration and Conciliation Act 1996 (India) and venue will be Visakhapatnam
36. War cancellation (indicate countries agreed) (Cl. 26(f)) N.A.	37. New building vessel (indicate with “yes” or “no” whether PART III applies) (optional) N.A.
38. Name and place of Builders (only to be filled in if Part III applies) N.A.	39. Vessel’s Yard Building No. (only to be filled in if Part III applies) N.A.
40. Date of Building Contract (only to be filled if Part III applies) N.A.	41. Liquidated damages and costs shall accrue to (state party acc. to Cl. 1) N.A.
42. Hire/ Purchase agreement (indicate with “yes” or “no” whether PART IV applies) (optional) N.A.	43. Bareboat Charter Registry (indicate “yes” or “no” whether PART V applies) (optional) N.A.
44. Flag and Country of the Bareboat Charter Registry (only to be filled in if PART V applies) N.A.	45. Country of the Underlying Registry (only to be filled in if PART V applies) N.A.
46. Number of additional clauses covering special provisions, if agreed: NIL	47. Charter Hire Extension : At Owner’s Option, if requested by Charterer, the charter hire agreement will be extended.
On Behalf of OWNER Signature Name: Designation:	On Behalf of CHARTERER Signature Name: Designation:

Definitions

In this Charter, the following terms shall have the meanings hereby assigned to them:

“The Owners” shall mean the party identified in [Box 3](#);

“The Charterers” shall mean the party identified in [Box 4](#);

“The Vessel” shall mean the vessel named in [Box 5](#) and with particulars as stated in [Boxes 6 to 12](#).

“Financial Instrument” means the mortgage, deed of covenant or other such financial security instrument as annexed to this Charter and stated in [Box 28](#).

1. Charter Period

In consideration of the hire detailed in [Box 22](#), the Owners have agreed to let and the Charterers have agreed to hire the Vessel for the period stated in [Box 21](#) (“The Charter Period”)

2. Delivery

(not applicable when Part III applies, as indicated in [Box 37](#))

(a) The Owners shall before and at the time of delivery exercise due diligence to make the Vessel seaworthy and in every respect ready in hull, machinery and equipment for service under this Charter.

The Vessel shall be delivered by the Owners and taken over by the Charterers at the port or place indicated in [Box 13](#) in such ready safe berth as the Charterers may direct.

(b) The Vessel shall be properly documented on delivery in accordance with the laws of the flag State indicated in [Box 5](#) and the requirements of the classification society stated in [Box 10](#). The Vessel upon delivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in [Box 12](#).

(c) The delivery of the Vessel by the Owners and the taking over of the Vessel by the Charterers shall constitute a full performance by the Owners of all the Owner’s obligations under this [Clause 3](#), and thereafter the Charterers shall not be entitled to make or assert any claim against the Owners on account of any conditions, representations or warranties expressed or implied with respect to the Vessel but the Owners shall be liable for the cost of but not the time for repairs or renewals occasioned by latent defects in the Vessel, her machinery or appurtenances, existing at the time of delivery under this Charter, provided such defects have manifested themselves within twelve (12) months after delivery unless otherwise provided in [Box 32](#).

(d) Charter hire period will start from the time of delivery at Port of delivery mentioned at [Box 13](#), 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.

3. Time for Delivery

(not applicable when Part III applies, as indicated in [Box 37](#))

The Vessel shall not be delivered before the date indicated in [Box 14](#) without the charterer’s consent and the Owners shall exercise due diligence to deliver the Vessel not later than the date indicated in [Box 15](#).

Unless otherwise agreed in [Box 18](#), the Owners shall give the charterers not less than thirty (30) running days’ preliminary and not less than fourteen (14) running days’ definite notice of the date on which the Vessel is expected to be ready for delivery.

The Owners shall keep the Charterers closely advised of possible changes in vessel's Position.

4. Cancelling

(not applicable when Part III applies, as indicated in Box 37)

(a) Should the Vessel not be delivered latest by the cancelling date indicated in [Box 15](#), the Charterers shall have the option of cancelling this Charter by giving the Owners notice of cancellation within thirty-six (36) running hours after the cancelling date stated in [Box 15](#), failing which this Charter shall remain in full force and effect.

(b) If it appears that the Vessel will be delayed beyond the cancelling date, the Owners may, as soon as they are in a position to state with reasonable certainty the day on which the Vessel should be ready, give notice thereof to the Charterers asking whether they will exercise their option of cancelling, and the option must then be declared within one hundred and sixty-eight (168) running hours of the receipt by the Charterers of such notice or within thirty-six (36) running hours after the cancelling date, whichever is the earlier. If the Charterers do not then exercise their option of cancelling, the seventh day after the readiness date stated in the Owner's notice shall be submitted for the cancelling date indicated in [Box 15](#) for the purpose of this [Clause 5](#).

(c) Cancellation under this [Clause 5](#) shall be without prejudice to any claim the Charterers may otherwise have on the Owners under this Charter.

5. Trading Restrictions

The Vessel shall be employed in lawful trades for the carriage of suitable lawful merchandise within the trading limits indicated in [Box 20](#).

The Charterers undertake not to employ the Vessel or suffer the Vessel to be employed otherwise than in conformity with the terms of the contracts of insurance (including any warranties expressed or implied therein) without first obtaining the consent of the insurers to such employment and complying with such requirements as to extra premium or otherwise as the insurers may prescribe.

The Charterers also undertake not to employ the Vessel or suffer her employment in any trade or business which is forbidden by the law of any country to which the Vessel may sail or is otherwise illicit or in carrying illicit or prohibited goods or in any manner whatsoever which may render her liable to condemnation, destruction, seizure or confiscation.

Notwithstanding any other provisions contained in this charter it is agreed that nuclear fuels or radioactive products or waste are specifically excluded from the cargo permitted to be loaded or carried under this charter. This exclusion does not apply for radio-isotopes used or intended to be used for any industrial, commercial, agricultural, medical or scientific purposes provided the Owners' prior approval has been obtained to loading thereof.

6. Surveys on Delivery and Redelivery

(not applicable when Part III applies, as indicated in Box 37)

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 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.

7. Inspection

The Owners shall have the right at any time after giving reasonable notice to the Charterers to inspect or survey the vessel or instruct a duly authorised surveyor to carry out such survey on their behalf:-

- (a) to ascertain the condition of the Vessel and satisfy themselves that the Vessel is being properly repaired and maintained. The costs and fees for such inspection or survey shall be paid by the Owners unless the Vessel is found to require repairs or maintenance in order to achieve the condition so provided.
- (b) ~~in dry dock if the Charterers have not dry docked her in accordance with Clause 10(g).~~ The costs and fees for such inspection or survey shall be paid by the Charterers all planned dry docks and related costs including inspection shall be on account of Owners. While in operation, dredger meeting any breakdown leading to docking of the vessel and all related costs including inspection shall be on account of Charterer. Such period shall be treated as On hire; and
- (c) for any other commercial reason they consider necessary (provided it does not unduly interfere with the commercial operation of the Vessel). The costs and fees for such inspection and survey shall be paid by the Owners.

All time used in respect of inspection, survey or repairs except for planned dry docking as per Box 19 shall be for the Charterer's account and form part of the Charter period.

The Charterers shall also permit the Owners to inspect the Vessel's log books whenever requested and shall whenever required by the Owners furnish them with full information regarding any casualties or other accidents or damage to the Vessel.

8. Inventories, Oil and Stores

A Complete inventory of the Vessel's entire equipment, outfit including spare parts, appliances and of all consumable stores onboard the Vessel shall be made by the Charterers in conjunction with the Owners on delivery and again on redelivery of the Vessel. The Charterers and the Owners, respectively, shall at the time of delivery and redelivery take over and pay / adjust for all bunkers, lubricating oil, unbroached provisions, paints, ropes and other consumable stores (excluding spare parts) in the said Vessel at the then current market prices at the ports of delivery and redelivery, respectively. The Charterers shall ensure that all spare parts listed in the inventory and used during the Charter Period are replaced at their expense prior to redelivery of the Vessel.

9. Maintenance and Operation

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	-

Sl. No.	Description	Responsibility	On Account of	On hire / Off hire
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, lube, manning 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 and logistic support for Owners representative posted on board.	Charterer	Charterer	-
V.	Passage to and fro alongwith tug assistance / towing arrangement if the dredger is required to take to anchorage/ berth for undertaking breakdown srepairs / 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 Charterers crew, owner's representative and Charterers workshops, signon sign-off of crew members.	Charterer	Charterer	-
VII.	Arranging berth / anchorage, paying berth hire and anchorage charges during breakdown and maintenance.	Charterer	Charterer	-
VIII.	Maintenance, Breakdown repairs of the Dredger.	Charterer	Charterer	On hire
IX.	Arranging stores / spares, workshop charges, repair & maintenance costs.	Charterer	Charterer	-
X.	Maintenance, Breakdown repairs, and other reasons attributable to Charterer.	Charterer	Charterer	On hire
XI.	Passage to and fro for bunkering/ lubes/ fresh water / manning.	Charterer	Charterer	On hire
XII.	Supply of bunkers, lubes and freshwater (operational & non-operational (maintenance/ breakdown / vessel kept idle)).	Charterer	Charterer	On hire
XIII.	Idling of vessel for bunkers / lubes / freshwater / manning	Charterer	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, anchor shifting, greasing, Bucket cleaning, shifting from location to location, pipeline repairs / maintenance, idle time and standby hours, time towards supply of bunkers, lubes & freshwater and other reasons attributable to Charterer.	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	On hire
XVIII	Pipeline & ancillaries: Mobilization, loading, transportation, unloading, laying, assembling, shifting, maintenance, dismantling, demobilization, stacking, etc.	Charterer	Charterer	-
XIX	From the time mobilization of pipeline & ancillaries starts from their destination till it is redelivered at the destination of delivery. This day hire will be charged irrespective of usage / non-usage / repairing of broken down pipeline while transportation or while undertaking open discharge.	-	Charterer	On hire
XX	Transit insurance for pipes & ancillaries and any other insurance required, if any to indemnify Owner against all loss/ damages/ sinking/ salvaging/ theft.	Charterer	Charterer	-

1. The Charterer 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 5. The Charterer will make no structural changes to the Vessel.
3. Pipeline & Ancillaries:
 - i) Charterer shall arrange for mobilization and demobilization of pipes and ancillaries at their cost including loading, unloading and stacking. The required pipes are

available at Paradip and Charterer has to redeliver the pipes and ancillaries at Paradip.

- ii) Assembling, laying, maintenance, dismantling and stacking of pipes at site are to the account of Charterer.
- iii) The pipes shall be maintained in good condition throughout the hire period and damages if any shall be made good or replaced by the Charterer.
- iv) Charterer shall indemnify Owner against all losses / damages / sinking / salvaging/ theft of the pipeline and ancillaries while transportation / operation / non-operation till redelivery.

Mobilisation, Charter Hire and Demobilisation:

- a. Mobilization: Not Applicable
- b. Charterer shall pay 30 days charter hire as advance on the day of signing of the agreement / before delivery of the vessel by way of RTGS. Advance shall be adjusted in the final bill without any interest.
- c. Owners will raise monthly bills for hire charges under the charter. Charterer shall make payment within 15 days from the date of issue of Invoice.
- d. De-mobilization: Not Applicable
- e. Charter hire agreement can be terminated by either party by giving 7 days prior notice, if desired to do so.
- f. In case of requirement of the dredger at other ports or for other assignments during the above period, Owner shall withdraw the dredger and the dredger shall be redeployed upon completion of the dredging work of that port. Owner shall not be responsible to deploy any substitute dredger during such period of non-availability of dredger. The period for which dredger is not available with Charterer for dredging shall not be counted in above contract period. In case during above period, Owner has de-mobilized the dredger and re-mobilized the same in multiple times, de-mobilization and re-mobilization shall be on Owner's account.
- g. During the contract period including extension, if any, if Charterer is terminating the contract as per provision in the agreement, Charterer has to pay day hire rate till the vessel is redelivered to the Owner at Port of Delivery in working condition.
- h. During the contract period including extension, if any, if Owner is terminating the contract as per provision in the agreement, Charterer has to redeliver the vessel at the Port of operation (Area of Operations) in working condition. Charter hire is applicable till the time vessel is redelivered. Charter hire agreement stands terminated accordingly.
- i. Hire charges of pipes and ancillaries shall be considered as per Box No. 22 (c) from the time mobilization starts from their destination till it is redelivered at the destination of delivery. This day hire will be charged irrespective of usage / non-usage / repairing of broken down pipeline while transportation or while undertaking open discharge / repair or breakdown or maintenance of dredger. In case of substitution or diversion and redeployment of dredger, day hire of pipeline will seize at the time ID GANGA with

open discharge facility sails from the Area of Operations as per the requirement of Owner or dredger with open discharge facility is under breakdown for a period exceeding 5 days. Under breakdown condition, pipeline shall be treated as Off hire from 6th day. Charterer has to secure the pipeline properly at their cost till Owner deploys suitable ID GANGA having open discharge facility at Area of operations, or otherwise Charterer has to hand over the pipeline at Paradip after use. In such case, hire charges are applicable for the demobilization time.

- j. Invoice will be raised for charter hire charges (Box No. 25 (b)) and Charterer shall release payment within 15 days from the date of submission of invoice.

10. Hires

(a) The Charterers shall pay hire due to the Owners punctually in accordance with the terms of this Charter in respect of which time shall be of the essence.

(b) Bills will be raised monthly. The Charterers shall pay to the Owners for the hire of the Vessel a lump sum in the amount indicated in **Box 22** which shall be payable within 15 days from the date of raising invoice. Hire shall be paid continuously throughout the Charter Period.

Charter hire is applicable from the time of delivery of dredger till the time of re-delivery of the dredger including idle time, bad weather during voyage / detention during voyage for any of the reason, bunkering time, repairs & maintenance and other reasons attributable to the Charterer.

(c) Payment of hire shall be made ~~in cash~~ online/e-payment without discount in the currency and in the manner indicated in **Box 25** and at the place mentioned in **Box 26**.

(d) Final payment of hire, if for a period of less than ~~Fifteen (15)~~ **Thirty (30)** running days, shall be calculated proportionally according to the number of days and hours remaining before redelivery and advance payment ~~to be effected accordingly~~ shall be returned after settlement of Final bill.

(e) Should the Vessel be lost or missing, hire shall cease from the date and time when she was lost or last heard of. The date upon which the Vessel is to be treated as lost or missing shall be ten (10) days after the Vessel was last reported or when the Vessel is posted as missing by Lloyd's, whichever occurs first. Any hire paid in advance to be adjusted accordingly.

(f) Any delay in payment of hire shall entitle the Owners to interest at the rate per annum as agreed in **Box 24**. If **Box 24** has not been filled in, the three months Interbank offered rate in London (LIBOR or its successor) for the currency stated in **Box 25**, as quoted by the British Banker's Association (BBA) on the date when the hire fell due, increased by 2 per cent., shall apply.

(g) Payment of interest due under sub-clause 11(f) shall be made within seven (7) running days of the date of the Owner's invoice specifying the amount payable or, in the absence of an invoice, at the time of the next hire payment date.

(h) The vessel will be considered on hire, if the dredger is idle due to any reasons which are not attributed to the owner.

(i) Vessel will be treated as on hire during force majeure and shall be treated off hire in case notice is served to owner to terminate the contract as per terms and conditions.

11. Mortgage

(only to apply if Box 28 has been appropriately filled in)

- *) (a) The Owners warrant that they have not effected any mortgage(s) of the Vessel and that they shall not effect any mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably withheld.

*) (b) The Vessel chartered under this Charter is financed by a mortgage according to the Financial Instrument.

The Charterers undertake to comply, and provide such information and documents to enable the Owners to comply, with all such instructions or directions in regard to the employment, insurances, operation, repairs and maintenance of the Vessel as laid down in the Financial Instrument or as may be directed from time to time during the currency of the Charter by the mortgagee(s) in conformity with the Financial Instrument. The Charterers confirm that, for this purpose, they have acquainted themselves with all relevant terms, conditions and provisions of the Financial Instrument and agree to acknowledge this in writing in any form that may be required by the mortgagee(s). The Owners warrant that they have not effected any mortgage(s) other than stated in [Box 28](#) and that they shall not agree to any amendment of the mortgage(s) referred to in [Box 28](#) or effect any other mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably withheld.

*) (Optional, [Clauses 12\(a\) and 12\(b\)](#) are alternatives; indicate alternative agreed in [Box 28](#)).

12. Insurance and Repairs

(a) During the Charter Period the Vessel shall be kept insured by the ~~Charterers~~ Owners at their expense against hull and machinery, war and Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause 10(a)(iii)) in such form as the Owners shall in writing approve, which approval shall not be un-reasonably withheld. Such insurances shall be arranged by the ~~Charterers~~ Owners to protect the interests of both the Owners and the Charterers and the mortgagee(s) (if any), and The ~~Charterers~~ Owners shall be at liberty to protect under such insurances the interests of any managers they may appoint. Insurance policies shall cover the Owners and the Charterers according to their respective interests.

Subject to the provisions of the Financial Instrument, if any, and the approval of the Owners and the insurers, the Charterers shall effect all insured repairs and shall undertake settlement and reimbursement from the insurers of all costs in connection with such repairs as well as insured charges, expenses and liabilities to the extent of coverage under the insurances herein provided for.

The Charterers also to remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances.

All time used for repairs under the provisions of sub- [clause 13\(a\)](#) and for repairs of latent defects according to [Clause 3\(c\)](#) above, including any deviation, shall be for the Charterer's account.

(b) If the conditions of the above insurances permit additional insurance to be placed by the parties, such cover shall be limited to the amount for each party set out in [Box 30](#) and [Box 31](#), respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the consent of such insurers is necessary.

(c) The Charterers shall upon the request of the Owners, provide information and promptly execute such documents as may be required to enable the Owners to comply with the insurance provisions of the Financial Instrument.

(d) Subject to the provisions of the Financial Instrument, if any, should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under [sub-clause 13\(a\)](#), all insurance payments for such loss shall be paid to the Owners who shall distribute the moneys between the Owners and the Charterers according to their respective interests. The Charterers undertake to notify the Owners and the mortgagee(s), if

any, of any occurrences in consequence of which the Vessel is likely to become a total loss as defined in this Clause.

(e) The Owners shall upon the request of the Charterers, promptly execute such documents as may be required to enable the Charterers to abandon the Vessel to insurers and claim a constructive total loss.

(f) For the purpose of insurance coverage against hull and machinery and war risks under the provisions of [sub-clause 13\(a\)](#), the value of the Vessel is the sum indicated in [Box 29](#).

(g) Notwithstanding anything stated above, all the insurances shall be obtained in the name of Owners only.

13. Insurance, Repairs and Classification

(Optional, only to apply if expressly agreed and stated in Box 29, in which event Clause 13 shall be considered deleted).

(a) During the Charter Period the Vessel shall be kept insured by the Owners at their expense against hull and machinery and war risks under the form of policy or policies attached hereto. The Owners and/or insurers shall not have any right of recovery or subrogation against the Charterers on account of loss of or any damage to the Vessel or her machinery or appurtenances covered by such insurance, or on account of payments made to discharge claims against or liabilities of the Vessel or the Owners covered by such insurance. Insurance policies shall cover the Owners and the Charterers according to their respective interests.

(b) During the Charter Period the Vessel shall be kept insured by the Owners at their expense against Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause 10(a)(iii)) in such form as the Owners shall in writing approve which approval shall not be unreasonably withheld.

(c) In the event that any act or negligence of the Charterers shall vitiate any of the insurance herein provided, the Charterers shall pay to the Owners all losses and indemnify the Owners against all claims and demands which would otherwise have been covered by such insurance.

(d) The Charterers shall, subject to the approval of the Owners or Owner's underwriters, effect all insured repairs, and the Charterers shall undertake settlement of all miscellaneous expenses in connection with such repairs as well as all insured charges, expenses and liabilities, to the extent of coverage under the insurances provided for under the provisions of [sub-clause 14\(a\)](#).

The Charterers to be secured reimbursement through the Owner's underwriters for such expenditures upon presentation of accounts.

(e) The Charterers to remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances.

(f) All time used for repairs under the provisions of [sub-clauses 14\(d\) and 14\(e\)](#) and for repairs of latent defects according to [Clause 3](#) above, including any deviation, shall be to the Charterer's account and shall form part of the Charter Period.

The Owners shall not be responsible for any expenses as are incident to the use and operation of the Vessel for such time as may be required to make such repairs.

(g) If the conditions of the above insurances permit additional insurance to be placed by the parties such cover shall be limited to the amount for each party set out in [Box 30](#) and [Box 31](#), respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the consent of such insurers is necessary.

(h) Should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under [sub-clause 14\(a\)](#), all insurance payments for such loss

shall be paid to the Owners, who shall distribute the moneys between themselves and the Charterers according to their respective interests.

(i) If the Vessel becomes an actual, constructive, compromised or agreed total loss under the insurances arranged by the Owners in accordance with [sub-clause 14\(a\)](#), this Charter shall terminate as of the date of such loss.

(j) The Charterers shall upon the request of the Owners, promptly execute such documents as may be required to enable the Owners to abandon the Vessel to the insurers and claim a constructive total loss.

(k) For the purpose of insurance coverage against hull and machinery and war risks under the provisions of [sub-clause 14\(a\)](#), the value of the Vessel is the sum indicated in [Box 29](#).

(l) Notwithstanding anything contained in [sub-clause 10\(a\)](#), it is agreed that under the provisions of Clause 14, if applicable, the Owners shall keep the Vessel's Class fully up to date with the Classification Society indicated in [Box 10](#) and maintain all other necessary certificates in force at all times.

14. Redelivery

At the expiration of the Charter Period the Vessel shall be redelivered by the Charterers to the Owners at a safe and ice-free port or place as indicated in [Box 16](#), in such ready safe berth as the Owners may direct. The Charterers shall give the Owners not less than thirty (30) running days' preliminary notice of expected date, range of ports of redelivery or port or place of redelivery and not less than fourteen (14) running days' definite notice of expected date and port or place of redelivery.

Any changes thereafter in the vessel's position shall be notified immediately to the Owners.

The Charterers warrant that they will not permit the Vessel to commence a voyage (including any preceding ballast voyage) which cannot reasonably be expected to be completed in time to allow redelivery of the Vessel within the Charter Period. Notwithstanding the above, should the Charterers fail to redeliver the Vessel within The Charter Period, the Charterers shall pay the daily equivalent to the rate of hire stated in [Box 22](#) plus 10 percent or to the market rate, whichever is the higher, for the number of days by which the Charter Period is exceeded. All other terms, conditions and provisions of this Charter shall continue to apply.

Subject to the provisions of [Clause 10](#), the Vessel shall be redelivered to the Owners in the same or as good structure, state, condition and class as that in which she was delivered, fair wear and tear not affecting class excepted.

The Vessel upon redelivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in [Box 17](#).

15. Non-Lien

The Charterers will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents, which might have priority over the title and interest of the Owners in the Vessel. The Charterers further agree to fasten to the Vessel in a conspicuous place and to keep so fastened during the Charter Period a notice reading as follows:

"This vessel is the property of (name of Owners). It is under charter to (name of Charterers) and by the terms of the Charter Party neither the Charterers nor the Master have any right, power or authority to create, incur or permit to be imposed on the Vessel any lien whatsoever".

16. Indemnity

- (a) The Charterers shall indemnify the Owners against any loss, damage or expense incurred by the Owners arising out of or in relation to the operation of the Vessel by the Charterers, and against any lien of whatsoever nature arising out of an event occurring during the Charter Period. If the Vessel be arrested or otherwise detained by reason of claims or liens arising out of her operation hereunder by the Charterers, the Charterers shall at their own expense

take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail.

Without prejudice to the generality of the foregoing, the Charterers agree to indemnify the Owners against all consequences or liabilities arising from the Master officers or agents signing Bills of Lading or other documents.

- (b) If the Vessel be arrested or otherwise detained by reason of a claim or claims against the Owners, the Owners shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail.

In such circumstances the Owners shall indemnify the Charterers against any loss, damage or expense incurred by the Charterers (including hire paid under this Charter) as a direct consequence of such arrest or detention.

17. Lien

The Owners to have a lien upon all cargoes, sub-hires and sub-freights belonging or due to the Charterers or any sub-charterers and any Bill of Lading freight for all claims under this Charter, and the Charterers to have a lien on the Vessel for all moneys paid in advance and not earned.

18. Salvage

All salvage and towage performed by the Vessel shall be for the Charterers' benefit and the cost of repairing damage occasioned thereby shall be borne by the Charterers.

19. Wreck Removal

In the event of the Vessel becoming a wreck or obstruction to navigation the Charterers shall indemnify the Owners against any sums whatsoever which the Owners shall become liable to pay and shall pay in consequence of the Vessel becoming a wreck or obstruction to navigation.

20. General Average

The Owners shall not contribute to General Average.

21. Assignment, Sub-Charter and Sale

(a) The Charterers shall not assign this Charter nor sub-charter the Vessel on a bareboat basis except with the prior consent in writing of the Owners, which shall not be unreasonably withheld, and subject to such terms and conditions as the Owners shall approve.

(b) The Owners shall not sell the Vessel during the currency of this Charter except with the prior written consent of the Charterers, which shall not be unreasonably withheld, and subject to the buyer accepting an assignment of this Charter.

22. Contracts of Carriage

~~(a) The Charterers are to procure that all documents issued during Charter Period evidencing the terms and conditions agreed in respect of carriage of goods shall contain a paramount clause incorporating any legislation relating to carrier's liability for cargo compulsorily applicable in the trade; if no such legislation exists, the documents shall incorporate the Hague Visby Rules. The documents shall also contain the New Jason Clause and the Both to Blame Collision Clause.~~

~~(b) The Charterers are to procure that all passenger tickets issued during the Charter Period for the carriage of passengers and their luggage under this Charter shall contain a paramount clause incorporating any legislation relating to carrier's liability for passengers and their luggage compulsorily applicable in the trade; if no such legislation~~

~~exists, the passenger tickets shall incorporate the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea, 1974, and any protocol thereto.~~

Not Applicable

23. Bank Guarantee

(Optional, only to apply if Box 27 filled in)

The Charterers undertake to furnish, before delivery of the Vessel, a first class bank guarantee or bond in the sum and at the place as indicated in **Box 27** as guarantee for full performance of their obligations under this Charter.

24. Requisition/Acquisition

(a) In the event of the Requisition for Hire of the Vessel by any governmental or other competent authority (hereinafter referred to as “Requisition for Hire”) irrespective of the date during the Charter Period when “Requisition of Hire” may occur and irrespective of the length thereof and whether or not it be for an indefinite or a limited period of time, and irrespective of whether it may or will remain in force for the remainder of the Charter Period, this Charter shall not be deemed thereby or thereupon to be frustrated or otherwise terminated and the Charterers shall continue to pay the stipulated hire in the manner provided by this Charter until the time when the Charter would have terminated pursuant to any of the provisions hereof always provided however that in the event of “Requisition for Hire” any Requisition Hire or compensation received or receivable by the Owners shall be payable to the Charterers during the remainder of the Charter Period or the period of the whichever be the shorter.

(b) In the event of the Owners being deprived of their ownership in the Vessel by any Compulsory Acquisition of the Vessel or requisition for title by any governmental or other competent authority (hereinafter referred to as “Compulsory Acquisition”), then, irrespective of the date during the charter period when “Compulsory Acquisition” may occur, this charter shall be deemed terminated as of the date of such “Compulsory Acquisition”. In such event Charter Hire to be considered as earned and to be paid up to the date and time of such “Compulsory Acquisition”.

25. War

(a) For the purpose of this clause, the words “War Risks” shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.

(b) The Vessel, unless the written consent of the Owners be first obtained, shall not continue to or go through any port, place, area or zone (whether of land or sea), or any waterway or canal, where it reasonably appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, the Owners shall have the right to require the Vessel to leave such area.

(c) The Vessel shall not load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in anyway whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or

otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/ or confiscation.

(d) If the insurers of the war risks insurance, when [Clause 14](#) is applicable, should require payment of premiums and/or calls because, pursuant to the Charterer's orders, the Vessel is within, or is due to enter and remain within, any area or areas which are specified by such insurers as being subject to additional premiums because of War Risks, then such premiums and/or calls shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due.

(e) The Charterers shall have the liberty:

(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Vessel sails, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions;

(ii) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;

(iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement.

(f) In the event of outbreak of war (whether there be a declaration of war or not) (i) between any two or more of the following countries: the United States of America; Russia'; the United Kingdom; France; and the peoples of Republic of China, (ii) between any two or more of the countries stated in [Box 36](#), both the Owners and the Charterers shall have the right to cancel this Charter, whereupon the Charterers shall redeliver the Vessel to the Owners in accordance with [Clause 15](#), if the Vessel has cargo on board after discharge thereof at destination, or if debarred under this Clause from reaching or entering it at a near, open and safe port as directed by the Owners, or if the Vessel has no cargo on board, at the port at which the Vessel then is or if at sea at a near, open and safe port as directed by the Owners. In all cases hire shall continue to be paid in accordance with [Clause 11](#) and except as aforesaid all other provisions of this Charter shall apply until redelivery.

26. Commission

The Owners to pay a commission at the rate indicated in [Box 33](#) to the Brokers named in [Box 33](#) on any hire paid under the Charter. If no rate is indicated in [Box 33](#), the commission to be paid by the Owners shall cover the actual expenses of the Brokers and a reasonable fee for their work.

If the full hire is not paid owing to breach of the Charter by either of the parties the party liable therefor shall indemnify the Brokers against their loss of commission.

Should the parties agree to cancel the Charter, the Owners shall indemnify the Brokers against any loss of commission but in such case the commission shall not exceed the brokerage on one year's hire.

27. Termination

(a) Charterer's Default

The Owners shall be entitled to withdraw the Vessel from the service of the Charterers and terminate the Charter with immediate effect by written notice to the Charterers if:

i. the Charterers fail to pay hire in accordance with [Clause 11](#). However, where there is a failure to make punctual payment of hire due to oversight, negligence, errors or omissions on the part of the Charterers or their bankers, the Owners shall give the Charterers written notice of the number of clear banking days stated in [Box 34](#) (as recognised at the agreed place of payment) in which to rectify the failure, and when so rectified within such

number of days following the Owner's notice, the payment shall stand as regular and punctual.

Failure by the Charterers to pay hire within the number of days stated in [Box 34](#) of their receiving the Owner's notice as provided herein, shall entitle the Owners to withdraw the Vessel from the service of the Charterers and terminate the Charter without further notice;

ii. the Charterers fail to comply with the requirements of:

(1) [Clause 6](#) (Trading Restrictions)

(2) [Clause 13\(a\)](#) (Insurance and Repairs)

provided that the Owners shall have the option, by written notice to the Charterers, to give the Charterers a specified number of days grace within which to rectify the failure without prejudice to the Owner's right to withdraw and terminate under this Clause if the Charterers fail to comply with such notice;

iii. the Charterers fail to rectify any failure to comply with the requirements of [sub-clause 10\(a\)\(i\)](#) (Maintenance and Repairs) as soon as practically possible after the Owners have requested them in writing so to do and in any event so that the vessel's insurance cover is not prejudiced.

(b) Owner's Default

If the Owners shall by any act or omission be in breach of their obligations under this Charter to the extent that the Charterers are deprived of the use of the Vessel and such breach continues for a period of fourteen (14) running days after written notice thereof has been given by the Charterers to the Owners, the Charterers shall be entitled to terminate this Charter with immediate effect by written notice to the Owners.

(c) Loss of Vessel

This Charter shall be deemed to be terminated if the Vessel becomes a total loss or is declared as a constructive or compromised or arranged total loss. For the purpose of this sub-clause, the Vessel shall not be deemed to be lost unless she has either become an actual total loss or agreement has been reached with her underwriters in respect of her constructive, compromised or arranged total loss or if such agreement with her underwriters is not reached it is adjudged by a competent tribunal that a constructive loss of the Vessel has occurred.

(d) Either party shall be entitled to terminate this Charter with immediate effect by written notice to the other party in the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of the other party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors.

(e) The termination of this Charter shall be without prejudice to all rights accrued due between the parties prior to the date of termination and to any claim that either party might have.

28. Repossession

In the event of the termination of this Charter in accordance with the applicable provisions of Clause 28, the Owners shall have the right to repossess the Vessel from the Charterers at her current or next port of call, or at a port or place convenient to them without hindrance or interference by the Charterers, courts or local authorities. Pending physical repossession of the Vessel in accordance with this Clause 29, the Charterers shall hold the Vessel as gratuitous bailee only to the Owners.

The Owners shall arrange for an authorised representative to board the Vessel as soon as reasonably practicable following the termination of the Charter. The Vessel shall be deemed to be repossessed by the Owners from the Charterers upon the boarding of the Vessel by the Owner's representative. All arrangements and expenses relating to the settling of wages,

disembarkation and repatriation of the Charterer's Master, officers and crew shall be the sole responsibility of the Charterers.

29. Dispute Resolution

- *) (a) This Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Contract shall be referred to arbitration in London in accordance with the Arbitration act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.

Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

- *) (b) This Contract shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Contract shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.

In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.

- *) (c) This Contract shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Contract shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.

(d) Notwithstanding (a), (b), or (c) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Contract.

In the case of a dispute in respect of which arbitration has been commenced under (a), (b), or (c) above, the following shall apply:-

- (i) Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice ("The Mediation Notice") calling on the other party to agree to mediation.
- (ii) The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter

agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("The Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.

- (iii) If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.
- (iv) The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.
- (v) Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.
- (vi) Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.
- (vii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.

(Note: The parties should be aware that the mediation process may not necessarily interrupt time limits.)

(f) If Box 35 in Part I is not appropriately filled in, sub-clause 30(a) of this Clause shall apply. Sub-clause 30(d) shall apply in all cases.

*) *Sub-clauses 30(a), 30(b), 30(c) and 30(d) are alternatives; indicate alternative agreed in Box 35.*

Procedure of Arbitration applicable under 30 (c) as below:-

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.

30. Notices

- a) Any notice to be given by either party to the other party shall be in writing and may be sent by fax, telex, registered or recorded mail or by personal service.
- b) The address of the Parties for service of such communication shall be as stated in Boxes 3 and 4 respectively.

31. Fuel and Lube specifications / consumptions:

Fuel Consumption	Grade of Oil & Lubes	Consumption operational per day	Consumption per non-operational day
Fuel type	HSHFD		
Lubes Consumption:			
Lube Oil	15W40	05 Ltrs	NIL
Grease	EP02	05 Kg	NIL
Hydraulic Oil	HYD 68	12 Ltr	NIL
Gear Oil	SP100	0.5 Ltr	NIL
Coolant	Cool Plus CC 50/50	0.5 Ltr	NIL
Cadmium Compound	Graphite grease	0.5 Kg.	NIL
Other consumables, if any	HP 90	0.5 Ltr	NIL

32. 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 charterers account and vessel shall be treated as on hire during so.

PROFORMA OF PERFORMANCE GUARANTEE / BANK GUARANTEE BOND

In consideration of the Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered office at Core-2, 1st floor, 'Scope Minar', Plot no 2A & 2B, Laxmi Nagar District Centre, Delhi- 110 091 (hereinafter called "DCI") having offered to accept the terms and conditions of the proposed Agreement (Agreement no.) with (hereinafter called "The said Charterer" for the work (hereinafter called "the said agreement") having agreed to production of a irrevocable bank Guarantee for Rs (Rupeesonly) as a security/ guarantee from the Charterer for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We (hereinafter referred to as " the Bank") (indicate the name of the Bank) hereby undertake to pay to DCI an amount not exceeding Rs (Rupees..... only) on demand by DCI against any loss or damage caused to or suffered by DCI by reason of any breach whatsoever and of any kind by the said Charterer of any of the terms or conditions contained in the said Agreement.

2. We (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from DCI stating that the amount claimed is required to meet the recoveries due or likely to be due by way of loss or damage caused to or would be caused to or suffered by DCI by reason of any breach whatsoever and of any kind by the said Charterer of any of the terms or conditions contained in the said Agreement or by reason of the Charterer's failure to perform the said Agreement or any obligation / duty there under. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees only).

3. We, (indicate the name of the bank) further undertake to pay to DCI any money so demanded notwithstanding any dispute or disputes raised by the Charterer(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us under this bond shall be a valid discharge of our liability for payment there under and the Charterer shall have no claim against us for making such payment.

4. We (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of DCI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till DCI certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Charterer and accordingly discharges this guarantee. Unless a demand or claim in writing under this guarantee has been received by us on or before we shall be discharged from all liabilities under this guarantee thereafter.

5. We..... (Indicate the name of the bank) further agree with DCI that DCI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Charterer from time to time or to postpone for any time or from time to time, any of the powers exercisable by DCI against the said Charterer and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Charterer or for any forbearance, act of omission on the part of DCI or any indulgence by DCI to the said Charterer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

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

7. We (Indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of DCI in writing.

8. This guarantee shall be valid up to (should be in force for period 90 days beyond the charter period) unless extended on demand by DCI. All claims under this guarantee must be made in writing and dispatched to us by REGD Post / Hand delivery against acknowledgement / by Courier.

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall not exceed Rs. Lakh (Rupees Only)
- b) This Bank Guarantee shall be valid, 20__.
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before 20__.

Dated theday offor

(Indicate the name of the Bank)

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	_
<u>2.0 Taxation and Other Registration Details : (Supporting copies needs to be attached)</u>			
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			
<u>3.0 Bank Details : (Copy of cancelled cheque needs to be attached)</u>			
Bank Name, Branch & City			
Bank Account Number		IFSC Code	
<u>4.0 PURPOSE FOR WHICH VENDOR CODE IS REQUIRED TO BE CREATED/MODIFIED IN ERP</u>			
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 shall quote the daily charter hire rate of DCI ID GANGA on bareboat charter conditions as per the charter hire agreement format placed at [Annexure-11](#).
2. 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.
3. Mobilization from the port of delivery to port of deployment shall be considered as 'On hire' and hence no additional mobilization charges are applicable.
4. Charterer has to redeliver the vessel at the port of delivery in case of Charterer deploying the vessel any other Port in India during the Charter period. Till that time vessel will be considered as 'On hire' and hence no additional de-mobilization charges are applicable.
5. 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	Day	Unit price per day	Total Amount
1	Charter hire rate for DCI ID GANGA on bareboat charter conditions, per day of 24 Hrs in INR or pro-rata thereof (excluding Taxes)	180		
	GST @ _____			
	Total amount with GST			



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4823977
Dated/दिनांक : 28-03-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	26-04-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	26-04-2024 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Ports, Shipping And Waterways
Department Name/विभाग का नाम	Dredging Corporation Of India Limited
Organisation Name/संगठन का नाम	Dredging Corporation Of India Limited
Office Name/कार्यालय का नाम	Dredge House Port Area Visakhapatnam
Item Category/मद केटेगरी	Custom Bid for Services - Invitation for Bids for bareboat chartering of DCI ID Ganga
Contract Period/अनुबंध अवधि	6 Month(s) 4 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	62 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	7 Year (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण

Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	4 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	209000

ePBG Detail/ईपीबीजी विवरण

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

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

Beneficiary/लाभार्थी :

General Manager Business Development
DREDGE HOUSE PORT AREA VISAKHAPATNAM, Dredging Corporation of India Limited, Dredging Corporation of India Limited, Ministry of Ports, Shipping and Waterways
(Dredging Corporation Of India Limited)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

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

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**Scope of Work:**[1711622490.pdf](#)**Service Level Agreement (SLA):**[1711622499.pdf](#)**Payment Terms:**[1711622505.pdf](#)**GEM Availability Report (GAR):**[1711622514.pdf](#)

Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid):[1711622552.pdf](#)

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
08-04-2024 11:00:00	Dredging Corporation of India Limited , Dredge House, Seethammadhara, H B Colony Main Road, Visakhapatnam - 530022 Andhra Pradesh

Custom Bid For Services - Invitation For Bids For Bareboat Chartering Of DCI ID Ganga (1)**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
Core	

Specification	Values
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Invitation for Bids for bareboat chartering of DCI ID Ganga
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

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

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

1. Generic

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

2. Buyer Added Bid Specific ATC

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

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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

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

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

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

---Thank You/धन्यवाद---