

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



**INVITATION FOR “EXPRESSION OF INTEREST (EOI) FOR**  
**BAREBOAT CHARTERING OF DCI CSD DREDGE-AQUARIUS”**

**SECTION-I**  
**NOTICE FOR EXPRESSION OF INTEREST (EOI)**  
**FOR BAREBOAT CHARTERING OF DCI CSD DREDGE-AQUARIUS**

*EOI No: DCI/MKTG/DR-AQ/799/2020*

1. 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 Trust, Jawaharlal Nehru Port Trust (Mumbai), Paradip Port Trust and Deendayal Port Trust (Kandla).

DCI (the Owner) is intending to offer its Cutter Suction Dredger (the Dredger) i.e., DCI Dredge-Aquarius (**capacity – 500 cum/hr**) on **Bareboat charter hire basis**. A detailed technical specification of the dredger is available at Annexure-5. **Dredger is available for charter from November 2020. The charter period will be for 2 years and further extendable by one year at sole discretion of the Owner.**

DCI invites global “Expression of Interest (EOI) for chartering of DCI Dredge-Aquarius on Bareboat charter basis” from reputed & established entities/ firms in the business of dredging/ marine operations. Please super scribe the above mentioned Title, EOI number and last date of submission on the sealed cover.

2. The EOI in original to be submitted by Applicants/Bidders so as to reach **before 1500 Hrs on 27.11.2020** at the following address. EOI received after the due date for submission (and any extension thereof) will not be considered. **Price proposals shall be submitted in a separate sealed covers as per Annexure-7 of the EOI document.**

**General Manager (PE) & Head of Department (Marketing)**  
**Dredging Corporation of India Limited**  
**“Dredge House”, Ground floor, Marketing Department,**  
**H. B. Colony Road, Seethammadhara,**  
**Visakhapatnam -530022, India.**  
**E-mail: [hodmktg@dcil.co.in](mailto:hodmktg@dcil.co.in)**  
**Mob-no: +91-9949825226**

3. Cost of EOI document: **INR 5000/- plus 18% GST** (non refundable) by way of RTGS or similar online transaction.  
**Earnest money deposit: INR 50.00 lakh by way of ‘e-challan’ / ‘Demand Draft’ / ‘irrevocable, unconditional Bank Guarantee’.**
4. The EOI shall be submitted **as single stage bid with two cover system** as per the following:
  - a. **Cover I** - All the annexures duly filled & signed along with supporting documents including the complete EOI document in Cover-I as “Technical bid”.

- b. Cover II** - Price proposal as per Annexure-7 which contains proposed charter conditions for the dredger. Price to be filled by the bidders and all pages duly signed and submitted in a separate sealed Cover-II as "Price bid - Confidential".

Both covers I & II then sealed in a single envelope and super scribed with the above mentioned Title, EOI number and last date of submission on the sealed cover.

5. This notice of EOI 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 EOI, should it become necessary at any stage.

6. **Brief description of EOI Process**

- a. The EOI process involves qualification of interested parties and selection of **highest bidder** who make an application in accordance with the provisions of this EOI (the "Applicant/Bidder").
  - b. Any request for further information or clarification on the EOI document may be submitted in writing through email to General Manager (PE) & HOD (Marketing), 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 EOI 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 EOI 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](http://www.dredge-india.com) and [www.eprocure.gov.in](http://www.eprocure.gov.in). Interested parties are advised to check the website regularly for corrigenda/ addenda if any, which will be published only in the above websites.
  - d. No oral modification or interpretation of any provisions of this EOI shall be valid. Written communication shall be issued by DCI when changes, clarifications or amendment to the EOI document is deemed necessary by DCI at its sole discretion.
  - e. EOI submittals should be in English. Duly authorized representative shall sign on each page of the documents. EOI 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 EOI.
  - f. If at any time during the evaluation of EOI, 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. EOI which is found to be incomplete in content and/ or attachments and/or authentication etc. is liable to be rejected.
- h. Bids must be received by the DCI at the address specified under Invitation of EOI no later than the time and date specified therein. In the event of specified date for the submission of bids, being declared a holiday for the DCI, the bids will be received up to the appointed time on the next working day.

**7. Eligibility Criteria**

- a. **The firm should be in the business of Dredging/ Marine/ Port operations at least for the last 5 years.**
- b. **The firm should be a single entity and JV/consortiums are not allowed.**
- c. **The firm should have annual average turnover of INR 9.85 crores (or equivalent in foreign currency) for the preceding last three financial years.**
- d. **Net worth of the bidder should be positive as per the last audited financial statement.**
- e. **The bidder must have Minimum Working Capital of at least Rs. 2.0 crore as per last audited annual financial statement.**

**Bidders have to submit all relevant supporting documents in the technical bid to satisfy the above requirements. Failing to submit the relevant documents will lead to rejection of that particular bid.**

- 7. Interested firms are requested to go through and fill up the EOI documents enclosed. The EOI 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 EOI document and no editing, addition, deletion or modification of EOI document as hosted on website is permitted. If such action is observed at any stage, such EOI will not be considered and will be summarily rejected.
- 8. The EOI 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 EOI process.

Thanking you,

General Manager (PE) & HOD (Marketing)  
Dredging Corporation of India Limited

**SECTION-II**  
**INSTRUCTIONS TO BIDDERS**

**1. Schedules**

A	Name of Work	Expression of Interest (EOI) for chartering of DCI Dredge-Aquarius on bareboat charter basis
B	Area of Operation	In India and abroad (except Pakistan & China)
C	Cost of EOI document	<b>INR 5000/- plus 18% GST (non refundable)</b> by way of RTGS or similar online transaction to the DCI account as mentioned at Sl. No. F. Copy of the transaction details to be submitted with the EOI 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) <b>for an amount of INR 50.00 lakh</b> by way of ‘e-challan’ / ‘Demand Draft’ / ‘irrevocable, unconditional Bank Guarantee’ in favour of Dredging Corporation of India Limited payable at Visakhapatnam. ‘Bank Guarantee’ should be strictly as per the format given in Annexure-6 of the EOI 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. EMD submitted in the form of ‘Demand Draft’ should be valid for at least three months. In case EMD is in the form of a “Bank Guarantee”, the same shall be from any Indian nationalised/ scheduled Bank or a branch of an International Bank situated in India and registered with “Reserve Bank of India” as Scheduled Foreign 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 EOI 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 “Charter Period Security Deposit” , in accordance with “Annexure-7 &amp; 8”</p>
E	Bid validity	The bid validity period shall be 120 days from final 'Due Date of submission'.
F	DCI account details for online payment	<p>Name of beneficiary : <b>DREDGING CORPORATION OF INDIA LIMITED</b></p> <p>Account No.: <b>35833070000014</b></p> <p>IFSC Code: <b>SYNB0003583</b></p> <p>Account Type: <b>CURRENT ACCOUNT</b></p> <p>Name of the Bank: <b>SYNDICATE BANK</b></p> <p>Branch address: <b>DCI LIMITED BRANCH, DREDGE HOUSE, PORT AREA, VISAKHAPATNAM – 530001</b></p> <p>MICR code: <b>530025003</b></p> <p>SWIFT Code: <b>SYNBINBB032</b></p> <p>Bidders shall obtain confirmation for receipt of EOI/ tender document FEE / EMD from <a href="mailto:treasury@dcil.co.in">treasury@dcil.co.in</a> and a copy of transaction details shall be submitted along with the bid.</p>
G	Place of obtaining EOI documents	<p>The EOI documents can be downloaded from the below mentioned websites:</p> <p><a href="http://www.dredge-india.com">www.dredge-india.com</a> , <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a></p>
H	EOI issue date	<b>From 30.10.2020 to 27.11.2020 upto 1500 hours</b>
I	Pre Bid Queries / Clarifications	<p>Pre Bid Queries shall be sent to the below mail id and DCI will make efforts to issue the clarifications as soon as practicable online through websites at Sl. No. G. 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: <a href="mailto:hodmktg@dcil.co.in">hodmktg@dcil.co.in</a></p>
J	Due date of submission	<b>Upto 1500 hours on 27.11.2020</b>
K	Address to which EOI documents should be	<b>General Manager (PE) &amp; HOD (Marketing) Dredging Corporation of India Ltd.</b>

	sent	<b>Dredge House, Ground floor, Marketing Department, H. B. Colony Road, Seethammadhara, Visakhapatnam -530022, India.</b> Email : <a href="mailto:hodmktg@dcil.co.in">hodmktg@dcil.co.in</a>
L	Date & Time of opening of Technical bids	<b>@ 1530 hours on 27.11.2020</b>
M	Date & Time of opening of Price bids	Will be informed later to technically qualified bidder(s)

2. This notice of EOI 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 EOI, should it become necessary at any stage.
3. 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.
4. **Brief description of EOI Process**
  - i. The EOI process involves qualification of interested parties who make an application in accordance with the provisions of this EOI (the "Applicant/Bidder").
  - ii. **DCI will initially scrutinise the technical bid as per the eligibility criteria and other conditions of the EOI document. Thereafter, the successful bidders in the technical evaluation stage will be qualified for the price bid stage and accordingly the respective parties' price bid will be opened. The bidder who has quoted the highest rate without any deviations or counter conditions to the EOI document will be considered as successful bidder. The successful bidder will be entering into a Charter Agreement with DCI as per Annexure-7.**
  - iii. Any request for further information or clarification on the EOI document may be submitted in writing through email before 14 days from the last date of bid submission to the General Manager (PE) & HOD (Marketing), 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](http://www.dredge-india.com) and [www.eprocure.gov.in](http://www.eprocure.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 EOI 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 EOI 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](http://www.dredge-india.com) and [www.eprocure.gov.in](http://www.eprocure.gov.in). Interested parties are advised to check the website 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 EOI shall be valid. Written communication shall be issued by DCI when changes, clarifications or amendment to the EOI document is deemed necessary by DCI at its sole discretion.
- vi. EOI submittals should be in English. Duly authorized representative shall sign on each page of the documents. EOI 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 EOI.
- vii. If at any time during the evaluation of EOI, 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. EOI which is found to be incomplete in content and/ or attachments and/or authentication etc. is liable to be rejected.

## **5. Eligibility Criteria**

- a. **The firm should be in the business of Dredging/ Marine/ Port operations for at least 5 years.**
- b. **The firm should be a single entity and JV/consortiums are not allowed.**
- c. **The firm should have annual average turnover of INR 9.85 crores (or equivalent in foreign currency) for the preceding three financial years.**
- d. **Net worth of the bidder should be positive as per the last audited financial statement.**
- e. **The bidder must have Minimum Working Capital of at least Rs. 2.0 crore as per last audited annual financial statement.**

**Bidders have to submit all relevant supporting documents in the technical bid to satisfy the above requirements. Failing to submit the relevant documents will lead to rejection of that particular bid.**



6. Interested firms are requested to go through and fill up the EOI documents enclosed. The EOI 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 EOI document and no editing, addition, deletion or modification of EOI document as hosted on website is permitted. If such action is observed at any stage, such EOI will not be considered and will be summarily rejected.

7. The EOI 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 EOI process.

**8. Nature of proposed Charter and Areas of operations**

a. **The charterer should be willing to charter DCI Dredge-Aquarius on the general terms and conditions based on BIMCO’s “BARECON 2001” standard bareboat charter which will take care of the interest of both Owners and Charterers as per Annexure-7.**

b. **The dredger shall be deployed for legal operations in the waters of the following countries only (except Pakistan & China):**

- **India**
- **Bangladesh, Sri Lanka and Republic of Maldives**
- **All Gulf Cooperation Council countries**
- **All Southeast Asia Countries**

The dredger is not allowed to be deployed in countries against which economic/ political sanctions are under currency either by Government of India/ UNO.

**9. Inspection of Dredger**

**The Dredger is available for Inspection from 09.11.2020 to 21.11.2020. The interested party/firm can visit on board the dredger before submitting the EOI.** 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	Contact Details
DCI Dredge Aquarius	Paradip Port, Paradip, Odisha	Project Manager, Project Office - Paradip Dredging Corporation of India Limited Paradip Port-754142, Odisha, India. Phone No.: 06722-221161

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

a. Notwithstanding anything contained in this EOI, DCI reserves the right to accept or reject any Application and to annul the EOI 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 thereof.

- b. DCI reserves the right to disqualify any Applicant during or after completion of EOI 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 EOI. 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.

**11. Documents to be submitted with EOI:**

- a. Document fee and EMD
- b. Annexure-1 duly filled & signed along with information required as per annexure and supporting documents thereof.
- c. Profile of the company, copy of Articles & Memorandum of Association or partnership deed.
- d. Annexure-2 Letter of application duly filled & signed
- e. 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).
- f. Annexure-4 Integrity Pact
- g. The complete EOI document duly signed & stamped from bidder
- h. 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 -Charter hire proposals".

**12. DISCLAIMER**

The information contained in this Expression of Interest document (the "EOI") 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 EOI and such other terms and conditions subject to which such information is provided. This EOI is not an agreement and is neither an offer nor invitation by DCI to the prospective Applicants or any other person.

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 EOI. The issue of this EOI 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***(To be submitted on the letter head of the party submitting the EOI)*

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/ <del>Joint Venture</del> / Special Purpose Vehicle (Please furnish copy of Partnership Deed/ Articles of Association / Relevant documents showing establishment of <del>Joint Venture</del> / 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.	
11	Whether your firm has been disqualified by any Government/ Shipping Company / client, at any time in the past. If yes, state reasons:	
12	Please give details of office infrastructure in India/ Abroad: a. Head / Registered office b. Number of offices owned by the firm and their location each c. Number of employees and Master- Mariners with break-up office location wise	

**Letter of Application**

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

To,  
General Manager (PE) & HOD (Marketing)  
Dredging Corporation of India Ltd.  
Dredge House, Seethammadhara,  
Visakhapatnam-530022

Subject: **EOI FOR CHARTERING OF DCI CSD DREDGE-AQUARIUS**

With reference to your notice for EOI no. \_\_\_\_\_ dated \_\_\_\_\_ we have examined the EOI terms and conditions, specifications of the **DCI Dredge-Aquarius**, proposed charter agreement and understood its contents. We are interested in hiring the **DCI Dredge-Aquarius** on bareboat charter and hereby submit our expression of interest for chartering of **DCI Dredge -Aquarius**.

- 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 EOI 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 authorize General Manager (PE) & HOD (Marketing), 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 EOI document.

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

Yours faithfully,

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

(Name and seal of the Applicant)

Date:

Place:

**Financial Information***(To be duly certified by a Chartered Accountant)***Average turnover**

Financial year	Turnover in Indian rupees
Year 1	
Year 2	
Year 3	
Average	

**Net worth & Working capital (in INR)**

Cash accruals Year 1	Cash accruals Year 2	Cash accruals Year 3	Net worth Year 1	Working Capital Year 1

**Instructions:**

1. The Applicant shall attach copies of the balance sheets, profit & loss statements, 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 share holders).
4. Year 1 will be the latest completed financial year preceding the EOI, Year 2 shall be the year immediately preceding Year 1 and so on.
5. The Applicant shall provide an Auditor's Certificate specifying the Networth of the Applicant and also specifying the methodology adopted for calculating such Net worth.
6. Information on credit facility available with the bidder.

**INTEGRITY PACT**

*(Before award of contract: To be submitted on company letter head  
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 EOI/tender & its number). 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 under the relevant Anti-corruption Laws of India, 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 / Anticorruption Laws of India; 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 or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the” Guidelines on Banning of business dealings “is annexed and marked as Annexure-B”.

### **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 equivalent to 5% of the Contract value or the amount equivalent to Performance Bank Guarantee.

3. Bidder, agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder/contractor can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the bidder/contractor shall compensate the principal, only to the extent of the damage in the amount proved.

### **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 as per the procedure mentioned in “Guidelines on Banning of business dealings”.

**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.

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

1. The Principal appoints competent and credible Independent External Monitor 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/ Anti corruption laws of India, 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, Government of India.

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

**Section 9 - Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract is made. The Pact duration in respect of unsuccessful bidders shall expire after 3 months of the award of the contract.

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 Bidder/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)  
(Office Seal)

\_\_\_\_\_  
(For & On behalf of Bidder/Contractor)  
(Office Seal)

Place\_\_\_\_\_

Date\_\_\_\_\_

Witness1: \_\_\_\_\_

(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 Tender. 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 / retainer ship 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.

Guidelines on Banning of Business Dealings

1.0 Introduction

1.1 Employer deals with Agencies viz. parties/ contractors/ suppliers/ bidders, who are expected to adopt ethics of highest standards and a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of Employer to deal with Agencies who commit deception, fraud or other misconduct in the tendering process.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2.0 Scope

2.1 The Information for Bidders/ Instruction to Bidders and even the General Conditions of Contract (GCC) of Employer generally provide that Employer shall have the rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct or fraud or anything unethical not expected from a reputed contractor.

2.2 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.3 These guidelines shall apply to all the Projects/ Regional Offices/ Liaison Offices of DCIL including its subsidiaries and JVs, if any.

2.4 It is clarified that these guidelines do not deal with the poor performance of the contractors/ Agencies.

2.5 The banning shall be with prospective effect, i.e. future business dealings.

3.0 Definitions

In these Guidelines, unless the context otherwise requires:

- i) “Party / Contractor / Supplier / Bidders” shall mean and include a public limited company or a private limited company, a joint Venture, Consortium, HUF, a firm whether registered or not, an individual, cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. “Party / Contractor/ Supplier / Bidder” in the context of these guidelines is indicated as ‘Agency’.
- ii) “Unit” shall mean the Project/ Regional Office/ Liaison Office.
- iii) “Competent Authority” and ‘Appellate Authority’ shall mean the following: The concerned Director shall be the ‘Competent Authority’ for the purpose of these guidelines. CMD shall be the ‘Appellate Authority’ in respect of such cases.
- iv) “Investigating Committee” shall mean any Officer/Committee appointed by Competent Authority to conduct investigation.
- v) “List of approved Agencies viz. Parties / Contractors / Suppliers/Bidders” shall mean and include list of Parties/ Contractors / Suppliers / Bidders etc if registered with Employer.

#### 4.0 Initiation of Banning / Suspension

Action for banning / suspension business dealings with any Agency shall be initiated by the department responsible for invitation of bids after noticing the irregularities or misconduct on the part of Agency concerned. Besides the concerned department, Vigilance Department of each Unit/ Corporate Vigilance may also be competent to initiate such action.

#### 5.0 Suspension of Business Dealings.

5.1 If the conduct of any Agency dealing with Employer is under investigation, the Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Committee, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Committee. The Investigating Committee may ensure that their investigation is completed and whole process of final order is over within such period. However, if investigations are not completed in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

5.2 The order of suspension shall be communicated to all Departmental Heads of DCIL (including its subsidiaries and JVs, if any) and Heads of the Units. During the period of suspension, no business dealing may be held with the Agency.

5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.5 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.

#### 6.0 Ground on which Banning of Business Dealings can be initiated:

6.1 If the security consideration, including questions of loyalty of the Agency to Employer so warrants;

6.2 If the director / owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last three years.

6.3 If business dealings with the Agency have been banned by the Ministry of Shipping, Government of India and the relevant government department of Employer's Country.

6.4 If the Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;

6.5 If the Agency uses intimidation / threatening or brings undue outside pressure on Employer or its official for acceptance / performances of the job under the contract;

6.6 If the Agency misuses the premises or facilities of Employer, forcefully occupies or damages Employer's properties including land, water resources, forests / trees or tampers with documents/records etc. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

## 7.0 Banning of Business Dealings

7.1 A decision to ban business dealings with any Agency shall apply throughout DCIL including its subsidiaries/JVs, if any.

7.2 There will be an Investigating Committee consisting of officers not below the rank of JGM/DGM from Indenting Division, Finance, Law and Contracts. Member from department responsible for invitation of bids shall be the convener of the committee. The functions of the committee shall, inter-alia include:

- i) To study the report of the unit/division responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
- ii) To recommend for issue of show-cause notice to the Agency by the concerned unit/division as per clause 9.1.
- iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendations to the Competent Authority for banning or otherwise.

## 8.0 Removal from List of Approved Agencies - Suppliers/ Contractors, etc.

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

8.2 The effect of such an order would be that the Agency would not be qualified for competing in Open Tender Enquiries or Limited Tender Enquiries till the period mentioned in the order.

8.3 Past performance of the Agency may be taken into account while processing approval of the Competent Authority for award of the contract.

## 9.0 Show-cause Notice

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency, Statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.

9.2 If the Agency requests for inspection of any relevant document in possession of Employer, necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass an appropriate speaking order:

- a) For exonerating the Agency if the charges are not established;
- b) For removing the Agency from the list of approved Suppliers / Contractors, etc.
- c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned.

## 10.0 Appeal against the Decision of the Competent Authority

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing etc. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11.0 Circulation of the names of Agencies with whom Business Dealings have been banned

i) The concerned unit shall forward the name and details of the Agency(ies) banned to HO office-DCIL for displaying the same on DCIL website.

ii) DCIL shall also forward the name and details of the Agency(ies) banned to the Ministry of Shipping, GoI besides forwarding the name and details to the contracts/procurement group of all CPSUs of shipping & port sector.

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**TECHNICAL SPECIFICATIONS OF DCI CSD DR-AQUARIUS**

Type of Ship	: Self Propelled Cutter Suction Dredger
Name	: DCI DREDGE AQUARIUS
Year of Built	: 1977
Classifications	: Indian Register of Shipping
Length between p.p.	: 84.66 m
Breadth	: 19.00 m
Depth	: 7.60 m
L.OA Cutter ladder up	: 107.00 m
Draft loaded	: 4.85 m
Draft empty	: 4.07 m
GRT	: 2904.45
NRT	: 745.24
Speed	: 11.5 Knots
<b>Designed output</b>	<b>: 500 Cum/Hr</b>
<b>Designed pumping distance Max.</b>	<b>: 1000 m</b>

**DREDGING DEPTHS**

Ladder in lowest trunion at 45 deg. max	: 25.00 m
Minimum at 13.5 deg.	: 8.00 m
Ladder in lowest trunion at 45 deg. max	: 20.00 m
Minimum at 13.5 deg.	: 6.00 m
Suction pipe dia	: 850 mm
Delivery pipe dia	: 850 mm

**DIESEL ENGINES**

For Main Generator drive	: 2 x 3126 kw at 570 rpm
For Sand pump II & III drive	: 2 x 3126 kw at 570 rpm
For auxilliary generator drive	: 2 x 196 kw at 1500 rpm
For emergency fire fighting pump drive	: 1 x 7 kw at 3000 rpm
For H.O.B.	: 6 kw
Total installed power	: 12909 kw

**SAND PUMPS**

Pump I : Ladder pump, Max.	: 16 m underwater
Suction side dia	: 850 mm
Delivery side dia	: 700 mm
Impeller dia	: 2.06 m
Driven by	: 2 DC motors each 882 kw at 950 rpm
Pumps II & III	: Type 207-48-85-70
Suction side dia	: 850 mm
Delivery side dia	: 700 mm
Impeller dia	: 2.06 m
Driven by	: 1 diesel engine, 2800 kw at 570 rpm
Cutter drive	: 2 DC motors x 1470 kw, System Kramer Stall load, Gear box type



Spuds : 2G 2735.  
: Length 36.60m, Dia 1.80 m,  
Weight 107 tons, can be tilted by own means  
Spud carriage distance : 6.10 m

### **PROPULSION**

Driven by : 2 DC motors each 882 kw,  
Total power 1764 kw at 950 rpm  
Gear box type : AS 560 made by Jahnel. Propeller  
shaft 250 rpm.

### **GENERATORS**

Boardnet : 2x1000 KVA, 380 V, 50 Hz  
at 1000 rpm  
Propulsion + sand pump I : 1x1050 kw, 600 V at 1000 rpm  
1x936 kw, 600 V at 1000 rpm  
Propulsion + Cutter drive : 1x1050 kw, 600 V at 1000 rpm  
1x936 kw, 600 V at 1000 rpm  
Converter set for side winches : 1AC Motor, 370 kw. 380 V  
at 1480 rpm, 2x320 kw, 440 V at 1480 rpm  
Converter set for ladder, spud, bow winch : 1AC Motor, 370 kw, 380 V at 1480 rpm,  
2x160 kw, 280 V at 1480 rpm

### **NAVIGATIONAL INSTRUMENTS**

- a) 2 Gyro Compass, Type Navigat II, made by Plath
- b) Magnetic Compass, made by Observator
- c) Netopilot, made by Plath
- d) Telltale of tiller, made by Plath
- e) Radar, Type RM 1260/125, made by Raytheon
- f) Radar, Type 916, made by Decca
- g) Radio telegraphy, existing of main transmitter, 1500 W, Type S1250 made by Electromeka, Main Receiver, Type R-2000
- h) Echosounder Type F851S, made by Furuno
- i) VHF Type RT 146 made by Sailor.

### **DREDGING INSTRUMENTS**

- i) Swing angel and Dredge profile, computer type MK 20, Indication: cut width, dredge depth, spud carriage position, carriage speed, cutter ladder angle position – made by Observator.
- ii) Velocity meter made by IHC
- iii) Density meter made by IHC.

### **AUXILIARIES**

i) Raw water cooling water pumps : 2x340 Cum/hr, 1x190 Cum/hr  
ii) Fresh water pumps : 3x140 cu/hr, 2x340 cum/hr, 1x190 cum/hr  
iii) Injector cooling water pumps : 3x4 Cum/hr  
iv) Gland & flush pumps : 3x110 Cum/hr, 1x110 Cum/hr  
v) Spare gland & Flush pumps : 1x110 Cum/hr, 1x110 Cum/hr  
vi) Lub oil pumps : 4x55 Cum/hr  
vii) Spare lub oil pump : 1 x 55 Cum/hr

## **ANCHORS**

- i) 2 Bow anchors+ 1 spare, type pole anchor : 2460 kg each.
- ii) 1 Chain, type link chain : 467 m, dia 44 mm

## **LIFE SAVING EQUIPMENT**

- i) Life boat with Engine : 1 no., max. 10 persons
- ii) Life rafts : 2 nos., each 25 persons
- iii) Life buoys : 8 nos.
- iv) Life jackets : 32 nos.
- v) Line throwing sets : 4 nos.

## **FIRE FIGHTING EQUIPMENT**

- i) Fire alarm installation : 1 no.
- ii) Diesel driven emergency fire fighting pump : 1 no.
- iii) Dry chemical fire extinguisher : 1 no.
- iv) CO2 Emergency fire fighting installation : 1 no.
- v) CO2 fire extinguishers : 14 nos.
- vi) Dry chemical fire extinguishers : 26 nos.

## **HOISTING EQUIPMENT**

- i) Travelling deck crane : Made by Bailly
- ii) Lifting capacity : 300 kn at 14m  
200 kn at 20m  
190 kn at 21m
- iii) Reach overboard : S.B. at 21m 14.50m  
P.S. at 21m 8.50 m
- iv) Lifting height above deck : at 21m, 16 m
- v) Hoisting speed : with load 4.8 m/min  
without load 6.5 m/min  
fine hoist 2.4 m/min  
swing speed 0.29 rpm  
boom hoist appx. 2.5 m/min

## **WINCHES**

- i) Bow winch : 1 combined winch 3 drums, 1 bow wire, 2 aft side wires, DC motor, 147 kw, 1150 rpm, max. 1800 rpm. Drums dia 1000 mm, width 1000 mm, flange 2100 mm, wire dia 54 mm.
- ii) Fore side winches : 2, each with a grooved drum and cables towage, DC motor, 295 kw, nom. 1250 rpm, max. 1800 rpm, gear box type DWN 710, made by Jahnel.
- iii) Ladder winch : 1 drum, P.S. half left grooved, S.B. half right grooved, DC motor, 147 kw, nom 250 rpm.
- iv) Spud hoisting winch : 2 drums, 1 for hoisting working spud, 1 for auxiliary spud, DC motor, 147 kw, nom. 1150 rpm.

**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:

EOI NO:

Dear Sir(s),

In accordance with Letter Inviting EOI under your reference No \_\_\_\_\_ dated \_\_\_\_\_, M/s. \_\_\_\_\_ having their Registered / Head Office at \_\_\_\_\_ (hereinafter called the Applicant/Bidder), wish to participate in the said EOI 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 EOI which amount is liable to be forfeited on the happening of any contingencies mentioned in the EOI 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 \_\_\_\_\_ payable at VISAKHAPATNAM 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 \_\_\_\_\_ 2020 at \_\_\_\_\_.

WITNESS:

(SIGNATURE)

(NAME)

(SIGNATURE)

(NAME)

Designation with Bank Stamp

(Applicant should fill the rates & submit this Annexure separately in Cover-II)

1. Shipbroker	<b>BIMCO STANDARD BAREBOAT CHARTER</b> <b>Code Name: "BARECON 2001"</b>	
	2. Place and date	
3. Owners/Place of business (Cl. 1) <b>Dredging Corporation of India Limited, Dredge House, H. B. Colony Main Road, Seethammadhara, Visakhapatnam, Andhra Pradesh - 530022, India</b>	4. Bareboat Charterers/Place of business (Cl. 1)	
5. Vessel's name, Call Sign and Flag (Cl.1 and 3) <b>DCI CSD DREDGE-AQUARIUS</b> <b>Call Sign: 2461 VTXM</b> <b>Official Number: 2461</b> <b>Flag: India</b>		
6. Type of Vessel: <b>Cutter Suction Dredger</b>	7. GT/NT <b>3397 / 1019</b>	
8. When/Where built <b>1977, Netherlands</b>	9. Total DWT (abt.) in metric tons on summer freeboard <b>817 T</b>	
10. Classification Society <b>Indian Register of Shipping</b>	11. Date of Last special survey by the vessel's classification society <b>Intermediate survey by IRS on 30.07.2020</b>	
12. Further Particulars of Vessel (also indicate minimum number of months validity of class certificates agreed acc to Cl. 3) <b>See Annexure-5 for technical specification</b>		
13. Port or Place of delivery (Cl. 3) <b>Paradip, India</b>	14. Date and Time for delivery (Cl. 4) <b>Within one month from the date of Signing of this charter agreement</b>	15. Cancelling date (Cl. 5) <b>30 days from date as per box 13 &amp; 14</b>
16. Port or Place of redelivery (Cl. 15) <b>Paradip, India</b>	17. No. of months' validity of trading and class certificates upon redelivery (Cl. 15) <b>-NA -</b>	
18. Running days notice of other than stated in Cl. 4 - <b>NIL</b>	19. Frequency of dry-docking (Cl. 10(g)) <b>Every Two – Three Years</b>	

<p>20. Trading Limits (Cl.6)</p> <p><b>Shall be deployed for legal operations in the waters of the following countries only (except Pakistan &amp; China):</b></p> <ul style="list-style-type: none"> <li>• India</li> <li>• Bangladesh, Sri Lanka and Republic of Maldives</li> <li>• All Gulf Cooperation Council countries</li> <li>• All Southeast Asian Countries</li> </ul>	
<p>21. Charter period (Cl. 2)</p> <p><b>Minimum 02 years and can be extended further for one year at sole discretion of Owner.</b></p> <p><b>Owners shall have the right to withdraw the dredger at any time during the contract without prior notice, if the payments are not received as per the payment schedule.</b></p>	<p>22. Charter hire (Cl. 11)</p> <p>Day Hire Rate : INR _____ per day of 24 hours or pro rata*</p> <p><i>(to be filled by Applicant/Bidder)</i></p> <p><i>*Pro-rata payment shall be applicable only on the date of delivery and re-delivery</i></p> <p><b>Taxes: Payable extra as applicable.</b></p>
<p>23. New class and other safety requirements (state percentage of Vessel's insurance value acc. to Box 29) (Cl. 10(a)(ii)) - NA</p>	<p>24. Rate of interest payable acc. to Cl. 11 (f) and, if applicable, acc. to PART IV</p> <p><b>If Charterer fails to make payment within 15 days from the date of Invoice, or any other amounts fall due, then, interest at SBI PLR + 2% shall be charged for all the delayed payments.</b></p>
<p>25. Currency and method of payment (Cl. 11)</p> <p><b>Currency of Payment : Indian Rupees</b></p> <p><b>Payment Terms:</b></p> <ol style="list-style-type: none"> <li>a) Charterer shall pay two months charter hire in advance before delivery of the vessel for foreign deployment and one month charter hire in advance before delivery of the vessel for domestic (i.e. Indian waters) deployment.</li> <li>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.</li> <li>c) Advance Hire Paid shall be released by Owner to Charterer after receipt of the Final Bill payment.</li> </ol>	
<p>26. Place of payment; also state beneficiary and bank account (Cl. 11)</p> <p><b>Name: M/s Dredging Corporation of India Limited, Visakhapatnam</b></p> <p><b>Type of Account : Current Account</b></p> <p><b>Account Number : 35833070000014</b></p> <p><b>IFSC Code: SYNB0003583</b></p> <p><b>SWIFT Code: SYNBINBB032</b></p>	<p>27. Bank guarantee/bond (sum and place) (Cl. 24) (optional)</p> <p>a) Towards Payment Security, Charterer shall submit irrevocable Bank guarantee equivalent to four months Charter hire for foreign deployment and irrevocable Bank guarantee equivalent to two months Charter hire for domestic (i.e. Indian waters) deployment, which shall be valid for entire period of charter/ extension</p>

	<p>period plus 90 days.</p> <p><b>b) Payment Security shall be released by Owner to Charterer after receipt of the Final Bill payment.</b></p>
<p>28. Mortgage(s), if any (state whether <a href="#">12(a)</a> or <a href="#">(b)</a> applies; if <a href="#">12(b)</a> applies state date of Financial Instrument and name of Mortgagee(s)/Place of business) (<a href="#">Cl. 12</a>)</p> <p style="text-align: center;">NA</p>	<p>29. Insurance (hull and machinery and war risks) (state value acc. To <a href="#">Cl. 13(f)</a> or, if applicable, acc. To <a href="#">Cl. 14(k)</a>) (also state if <a href="#">Cl. 14</a> applies)</p> <p><b>Applicable as per Clause 14</b></p> <p><b>Owner shall insure the vessel for Hull Machinery and Hull War risk.</b></p> <p><b>As the Charter hire at Box (22) is exclusive of such cost of insurance premiums to be met by the Owner, the Charterer along with the 1<sup>st</sup> invoice, shall reimburse the proportionate actual cost of the insurance premiums, stamp duties and other expenses for the chartered period as incurred by Owner for maintaining the hull machinery and War risk cover during the period of Charter hire.</b></p> <p><b>Sum Insured : INR 24.0 crore</b></p> <p><b>Protection &amp; Indemnity insurance covering men, machine, material on the vessel along with third party damage shall be obtained by Charterer and the same to be covered for the entire charter period. A copy of the same to be submitted to Owner at the time of signing charter agreement or before delivery of vessel.</b></p>
<p>30. Additional Insurance cover, if any, for owner's account limited to (<a href="#">Cl. 13(b)</a>) or, if applicable, <a href="#">Cl. 14(g)</a>) -NIL-</p>	<p>31. Additional insurance cover, if any, for charterer's account limited to (<a href="#">Cl. 13(b)</a>) or, if applicable, <a href="#">Cl. 14(g)</a>)</p> <p><b>Any other additional Insurance required in addition to at box 29 shall be obtained by Charterer at their cost in the name of Owner and/ or Charterer, as applicable.</b></p>
<p>32. N.A</p>	<p>33. N.A</p>
<p>34. N.A</p>	<p>35. Dispute Resolution (state <a href="#">30(a)</a>, <a href="#">30(b)</a>, <a href="#">30(c)</a> or <a href="#">30(d)</a>; if <a href="#">30(c)</a> agreed Place of Arbitration must be stated) (<a href="#">Cl. 30</a>)</p> <p><b>30(c) - Arbitration shall be according to Arbitration and Conciliation Act 1996</b></p>

	<b>(India) and venue will be Visakhapatnam</b>
36. N.A.	37. N.A.
38. N.A.	39. N.A.
40. N.A.	41. N.A.
42. N.A.	43. N.A.
44. N.A.	45. N.A.
46. Number of additional clauses covering special provisions, if agreed: - <b>NIL</b>	47. Charter Hire Extension : <b>At Owner's Option, if requested by Charterer, the charter hire agreement will be extended.</b>
<b>On Behalf of OWNER</b>	<b>On Behalf of CHARTERER</b>
<b>Signature</b>	<b>Signature</b>
<b>Name:</b>	<b>Name:</b>
<b>Designation:</b>	<b>Designation:</b>

**1. 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](#).

**2. 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”)

**3. 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](#).

**4. 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.

**5. 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.



## **6. 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.

## **7. Surveys on Delivery and Redelivery**

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

The Owners and Charterers shall each appoint independent surveyor (preferably IRS) for the purpose of determining and agreeing in writing the condition of the Vessel at the time of delivery and redelivery hereunder. The Owners shall bear all expenses of the On-hire Survey including loss of time, if any, and the Charterers shall bear all expenses of the Off-hire Survey including loss of time, if any, at the daily equivalent to the rate of hire or pro rata thereof.

## **8. 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; 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 shall be for the Charterers' 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.

## **9. Inventories, Oil and Stores**

A Complete inventory of the Vessel's entire equipment, outfit including spare parts, appliances and of all consumable stores on board 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 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.

## **10. Maintenance and Operation**

- (a) (i) Maintenance and Repairs - During the Charter Period the Vessel shall be in the full possession and at the absolute disposal for all purposes of the Charterers and under their complete control in every respect. The Charterers shall maintain the Vessel, her machinery, boilers, appurtenances and spare parts in a good state of repair, in efficient operating condition and in accordance with good commercial maintenance practice and, except as provided for in [Clause 14\(I\)](#), if applicable, at their own expense they shall at all times 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.
- (ii) New Class and Other Safety Requirements- In the event of any improvement, structural changes or new equipment becoming necessary for the continued operation of the Vessel by reason of new class requirements or by compulsory legislation costing, **same shall be to the account of the Charterer.**

(iii) Financial Security-The Charterers shall maintain financial security or responsibility in respect of third party liabilities as required by any government, including federal, state or municipal or other division or authority thereof, to enable the Vessel, without penalty or charge, lawfully to enter, remain at, or leave any port, place, territorial or contiguous waters of any country, state or municipality in performance of this Charter without any delay. This obligation shall apply whether or not such requirements have been lawfully imposed by such government or division or authority thereof.

The Charterers shall make and maintain all arrangements by bond or otherwise as may be necessary to satisfy such requirements at the Charterer's sole expense and the Charterers shall indemnify the Owners against all consequences whatsoever (including loss of time) for any failure or inability to do so.

(b) Operation of the Vessel - The Charterers shall at their own expense and by their own procurement man, victual, navigate, operate, supply, fuel and, whenever required, facilitate repair the Vessel during the Charter Period and they shall pay all charges and expenses of every kind and nature whatsoever incidental to their use and operation of the Vessel under this Charter, including annual flag State fees and any foreign general municipality and/or state taxes.

The Master, officers and crew of the Vessel shall be the servants of the Charterers for all purposes whatsoever, ~~even if for any reason~~ although appointed by the Owners. The wages for the Crew shall be paid by the Charterer.

Charterers shall comply with the regulations regarding officers and crew in force in the country of the Vessel's flag or any other applicable law.

(c) The Charterers shall keep the Owners and the mortgagee(s) advised of the intended employment planned dry-docking and major repairs of the Vessel, as reasonably required

(d) Flag and Name of Vessel during the Charter Period, the Charterers shall have the liberty to paint the Vessel in their own colours, install and display their funnel insignia and fly their own house flag. The Charterer shall also have the liberty, with the owner's consent, which shall not be unreasonably withheld, to change the flag and/or the name of the Vessel during the Charter Period. Painting and re-painting, instalment and re-instalment, registration and re-registration, if required by the Owners, shall be at Charterer's expense and time.

(e) Changes to the Vessel - Subject to Clause 10(a)(ii), the Charterers shall make no structural changes in the Vessel or changes in the machinery, boilers, appurtenances or spare parts thereof without in each instance first securing the Owner's approval thereof. If the Owners so agree, the Charterers shall, if the Owners so require, restore the Vessel to its former condition before the termination of this Charter.

(f) Use of Vessel's Outfit, Equipment and Appliances - The Charterers shall have the use of all outfit, equipment, and appliances on board the Vessel at the time of delivery, provided the same or their substantial equivalent shall be returned to the Owners on redelivery in the same good order and condition as when received, ordinary wear and tear excepted. The Charterers shall from time to time during the Charter Period replace such items of equipment as shall be so damaged or worn as to be unfit for use. The Charterers are to procure that all repairs to or replacement of any damaged, worn out or lost parts or equipment be effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value of the Vessel. The Charterers have the right to fit additional equipment at their expense and risk but the Charterers shall remove such equipment at the end of the period if requested by the Owners. Any equipment including radio equipment on hire on the Vessel at time of delivery shall be kept and maintained by the Charterers and the Charterers shall assume the obligations and liabilities of the Owners under any lease contracts in connection there with and shall reimburse the Owners for all expenses incurred in connection therewith, also for any new equipment required in order to comply with radio regulations.

(g) Periodical Dry-Docking - The Charterers shall dry-dock the Vessel and clean and paint her underwater parts whenever the same may be necessary, but not less than once during the period stated in Box 19 or, if Box 19 has been left blank, every Thirty (30) calendar months after delivery or such other period as may be required by the Classification Society or flag State.

**(h) Safe Manning – Charterer has to comply with all the safe manning requirements as per the guidelines / rules of the concerned statutory / regulatory body. DCI at its discretion may post one or two representatives on board the dredger continuously throughout the charter period on DCI account; however all logistics supports such as arranging customs, immigration, local transport, food & accommodation onboard to be borne by Charterer.**

## 11. Hire

- (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.
- (c) **Payment of hire shall be made online/ epayment** 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)** running days, shall be calculated proportionally according to the number of days and hours remaining before redelivery and advance payment **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.

## 12. 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).*

## 13. Insurance and Repairs

- (a) During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against hull and machinery, war and Protection and Indemnity risks only 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 to protect the interests of both the Owners and the Charterers and the mortgagee(s) (if any), and The Charterers 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.

#### **14. 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 Charterers 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 Owners'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.

**15. 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](#).

**16. 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".

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. General Average**

The Owners shall not contribute to General Average.



**22. 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.

**23. Contracts of Carriage**

Not Applicable

**24. 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.

**25. 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".

**26. 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.

## **27. 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.

## **28. 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.

**29. 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.

**30. 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 3of 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) Singapore Law to apply and Arbitration to be in Mumbai, India, in accordance with the Arbitration rules of the Singapore Chamber of Maritime Arbitration ("SCMA Rules") for the time being in force at the commencement of the Arbitration.

(e) Notwithstanding (a), (b), (c) or (d) 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 (d) 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(e) shall apply in all cases.

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

- i. In case of dispute between DCI and the contractor for contract up to Rs. 10 crores, the issue will be referred to Chief General Manager (CGM), Dredging Corporation of India Limited and the decision of CGM, shall be final, conclusive and binding on all the parties and the contract upon all question relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of workmanship, or materials used on the work or any matter arising out or relating to the specifications and instructions concerning the works or the execution or failure to execute the same arising during the course of work. The above shall not be subjected to arbitration and in no case shall the works be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor strictly in accordance with the instructions of CGM.
- ii. Any dispute or difference arises between the DCI and the contractor in connection with the contract or as to the rights and liabilities of the parties hereto, other than those referred to in above or on matters which are stated to be final and binding on the contractor shall be referred to the arbitration by a sole Arbitrator, as per the provisions of the Arbitration and Conciliation Act 1996 and the award of the sole Arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration and Conciliation Act 1996.
- iii. The arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modifications or re-enactment thereof. The venue of the Arbitration shall be Visakhapatnam and the courts at Visakhapatnam shall have exclusive jurisdiction on all the matters with reference to this contract.

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

### **31. 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.

**FORM OF PERFORMANCE SECURITY / 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, 1<sup>st</sup> 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 ..... (Rupees .....only) 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 at VISAKHAPATNAM 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 ..... 2020 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. .... Lakhs (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 ..... the .....day of .....for .....

(Indicate the name of the Bank)