

DCI/MKTG/BA-E&C/747/2019

Date: 01.07.2019

Sub Expression of Interest (EOI) for "Empanelment of Business Associate for Dredging projects in India and in Abroad" – **Corrigendum no-01** – reg.

Ref: EOI No. DCI/MKTG/BA-E&C/747/2019, dated 08.04.2019

Reference is invited to the Expression of interest invited by DCI vide NIT No. DCI/MKTG/BA-E&C/747/2019, dated 08.04.2019. In this regard all the prospective bidders are hereby informed that the due date for submission of EOI has been extended till 04th October 2019 up to 1500 hours.

All other Terms and Conditions of the EOI remain unaltered.

Head of the Department- Marketing
Dredging Corporation of India Limited

**DREDGING CORPORATION OF INDIA LIMITED
(A GOVT. OF INDIA UNDERTAKING)**

**“Dredge House”, Port Area,
Visakhapatnam, Andhra Pradesh- 530001**

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**Invitation for “Expression of Interest”
For Empanelment of Business Associate”
for Dredging Projects in India and in Abroad**

Dredging Corporation of India Limited

(A Govt. of India undertaking)

"Dredge House", Port area, Visakhapatnam-530001, India

Phone: +91 891 2871332, Fax: +91 891 2791802

Invitation For "Expression of Interest" For Empanelment of Business Associate For Dredging Projects In India & abroad

1. Dredging Corporation of India Limited, Visakhapatnam (DCI) was formed during the year 1976 to promote Dredging, Land Reclamation and Marine services to Major ports and other maritime organizations of India. The Corporate office of the Corporation is situated at Visakhapatnam in Andhra Pradesh, India.

2. DCI has successfully undertaken several Capital Dredging, Land reclamation projects and has been carrying out annual maintenance dredging of Major and Minor ports in India, Indian Navy, Shipyards since its inception. Presently the dredging fleet consists of 11 trailer suction hopper dredgers, 2 Cutter suction dredgers, 1 Backhoe Dredger and 1 Inland Cutter Suction Dredger. Trailer Suction hopper dredgers and cutter suction dredgers are capable of dredging up to 25 m depth and comparable to the best in the world. DCI stands to-day as India's premier organization in dredging and land reclamation projects.

3. In addition to the most sophisticated dredging fleet, DCI has in its fold Senior Master Mariners, Marine/ Mechanical/ Civil engineers with vast experience in the field of dredging and reclamation works. All our dredgers are provided with most modern electronic equipment for position fixing, production monitoring etc. for effective dredging operations.

4. DCI has been a key player in India in the dredging sector over the last few decades. In the past, DCI has executed Capital dredging and Reclamation works in Middle East and Far East Countries.

5. Now, DCI is exploring to take up the shallow water/riverine dredging projects in India and abroad. **In this direction, DCI is intending to have Business Associates who are having relevant experience in dredging and having suitable owned dredgers and other allied dredging equipment, infrastructure, skilled man power etc; for chartering of their dredging equipment and accessories to DCI or execute the dredging projects with DCI in India and abroad.**

6. In this pursuit, DCI invites "Expression of Interest" (EOI) for Empanelment of Business Associate (Section-III) for the following:

- i. **To execute the entrusted work (either fully or partially) by the empanelled "Business Associate" (BA) in India and in abroad and/or**
- ii. **To provide dredger(s) and ancillary equipments on hire basis to DCI for executing Dredging Projects in India and in abroad.**

7. In this connection, sealed EOI covers are invited from reputed firms who are in the field of Dredging for empanelment as Business Associates of DCI for dredging projects in India & abroad. **The proposed Empanelment shall be for a period of two years and extendable further for two years on mutual consent. However, the firm after every two years has to send its application again (without submitting documents pertaining to eligibility criteria) for getting empanelled. The firm needs to submit empanelment fee only once during the first two years of empanelment. After every two years of empanelment, DCI will carry out performance evaluation of the empanelled firm and based on successful evaluation, the empanelment will be considered. However, further consideration of empanelment of a firm would be sole discretion of DCI.** Scope of the work and other details of the EOI are enclosed.

8. 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.

11. Firms are requested to submit their EOI document so as to reach the office mentioned in the EOI document. Addendum, Corrigendum and any modification, Dredging Corporation of India Limited shall notify the same only through www.dredge-india.com or 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.

12. 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,

Head of the Department (Marketing)
Dredging Corporation of India Limited

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EMPANELMENT OF BUSINESS ASSOCIATES IN INDIA**

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SECTION - I NOTICE INVITING EXPRESSION OF INTEREST

I	Name of Work	<p>"Expression of Interest" (EOI) for Empanelment of Business Associate (Section-III) for the following</p> <p>i. To execute the entrusted work (either fully or partially) by the Empanelled Business Associate in India and abroad, and/or</p> <p>ii. To provide dredger(s) and ancillary equipments on hire basis to DCI for executing Dredging Projects in India and abroad.</p>
II	Tenure	<p>The Empanelment will be for a period of two years. After every two years, if the firm desire for getting empanelled again for further two years, the firm has to submit again the application (without submitting documents pertaining to eligibility criteria). The empanelment fee is to be paid only during the first two years of empanelment.</p> <p>However, after every two years, a review of firm's performance over the last two years would be evaluated for further consideration of empanelment. The performance evaluation of the firm would be based on factors like quality of work executed with DCI during empanelment period, adherence to project timelines, availability & suitability of dredgers and other equipments, level of skilled manpower, payment conditions, etc.</p> <p>After successful review, the firm will be continued as business associate for a period of another two years; however extension of empanelment will be done at the sole discretion of DCI. Unsuccessful review of the firms will lead into rejection of the respective firm's business associate empanelment with DCI.</p>
III	Eligibility criteria	<p>Eligibility and Evaluation criteria as per Section-II Clause 1.5</p>

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IV	Area of Operation	In India and abroad
V	Cost of EOI document	<p>Rs 5,000.00 (Rupees Five thousand only) or equivalent in USD non refundable by way of DD from any Nationalized/ Scheduled Bank drawn in favour of <i>Dredging Corporation of India Ltd</i>, payable at <i>Visakhapatnam</i>. Cost of document to be submitted in a separate cover –A</p> <p>Firms can also deposit the amount by way of RTGS or similar transaction to the DCI account at Sl. No. VII. Copy of the transaction number to be provided with the EOI document without which the bid shall be deemed invalid.</p>
VI	Empanelment fee	<p>Rs. 50,000.00 (Rupees Fifty thousand only) or equivalent in USD for Category-A and Rs. 1,00,000.00 (Rupees One Lakh only) or equivalent in USD for Category-B (non refundable) by way of DD from any Nationalized/ Scheduled Bank drawn in favour of Dredging Corporation of India Ltd, payable at Visakhapatnam. Empanelment fee to be submitted in separate cover-A.</p> <p>The empanelment fee of the unsuccessful firms will be refunded within one month of giving information by DCI to the said firm about it being disqualified.</p> <p>Firms can also deposit the amount by way of RTGS or similar transaction to the DCI account at Sl. No. VII. Copy of the transaction number to be provided with the EOI document without which the bid shall be deemed invalid.</p>
VII	DCI account details for online payment	<p>Name of beneficiary : DREDGING CORPORATION OF INDIA LIMITED</p> <p>Account No. 35833070000014</p> <p>IFSC Code: SYNB0003583</p> <p>Account Type: CURRENT ACCOUNT</p> <p>Name of the Bank: SYNDICATE BANK</p> <p>Branch address: DCI LIMITED BRANCH, DREDGE HOUSE, PORT AREA, VISAKHAPATNAM – 530001</p>

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		MICR code: 530025003
VIII	Place of obtaining EOI documents	The EOI documents can be downloaded from the below mentioned websites.
IX	Website for downloading EOI documents	www.dredge-india.com www.eprocure.gov.in
X	EOI issue date	From 08.04.2019
XI	Pre Bid Queries/ Clarifications	Pre Bid Queries shall be sent to the below mail ids and DCI will make efforts to issue the clarifications as soon as practicable online through websites at Sl. No. IX or by mail. However, DCI reserves the right, in their sole discretion, not to respond to any questions raised or provide clarifications sought, if considered inappropriate or prejudicial to do so. Queries can be send to the following email id: hodmktg@dcil.co.in , tvskumar@dcil.co.in
XII	Due date	N. A.
XIII	Address to which EOI documents should be sent	Head of the Department (Marketing) Marketing Department Dredging Corporation of India Limited Dredge house, Port area, Visakhapatnam Andhra Pradesh- 530001, India Email : hodmktg@dcil.co.in
XIV	Date & Time of opening of Technical bids	Once in every three months, the technical bids received from the interested parties (<i>bids that have been submitted during the corresponding last three months</i>) will be opened for evaluation under the empanelment process.
XV	Addendum etc.	Addendum, modification, change of last date, if any etc., will be uploaded on the web-site only. Interested firms are requested to verify the website before submitting the EOIs.

Note: -

Dredging Corporation of India Limited reserves the right to withdraw from the process or any part thereof without assigning any reason what so ever. No liability what so ever shall be accrue to DCI in such event.

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**SECTION: II
SUBMISSION OF EOI, ELIGIBILITY AND EVALUATION CRITERIA**

1. SUBMISSION OF EXPRESSION OF INTEREST

1.1. Introduction

1.1.1. Dredging Corporation of India Limited, ("DCI" or the "Company") is the premier dredging company in India. **DCI intends to empanel reputed dredging firms as Business associates of DCI for providing dredger(s) and ancillary equipment on hire basis to DCI for executing Dredging Projects in India & abroad and if necessary, to execute the work (fully or partially as required) jointly with DCI.**

1.1.2. This Invitation has been prepared to enable potentially interested firms who are meeting the qualification criteria to submit their Expression of Interest ("EoI").

1.1.3. For the purposes of this transaction, the potential firms shall ascertain the applicability of all Indian laws and shall ensure compliance with the same.

1.2. Notice Inviting EoI

1.2.1. A notice has been issued online inviting interested parties to submit their EoI for Empanelment of Business Associates with DCI **to provide Dredger(s) & ancillary equipments on Hire and/or for Joint Execution of Dredging Projects in India and abroad.**

1.2.2. 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.

1.2.3. The EOI documents along with any addendum/corrigendum can be downloaded from www.dredge-india.com and www.eprocure.gov.in websites. Interested parties are advised to check the website regularly for corrigenda/ addenda if any, which will be published only in above websites.

1.3. Purpose of EOI

1.3.1. DCI is submitting its offers/bids with its credentials in dredging projects in India and in abroad. In this regard DCI is in pursuit of Contractors/Agencies who if required can execute the dredging work fully/partially as required with their equipment, men and material etc.,

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or/and provide their dredgers & suitable marine/ancillary equipment to DCI on hire basis for completion of dredging work by DCI.

- 1.3.2.** In this regard an Expression of Interest is being called to empanel the interested parties initially for a period of (two) 2 years. A separate commercial agreement or charter agreement will be made between DCI and the selected Business associate before going for executing the project or hiring of dredger &/or ancillary equipment on separate terms and conditions in line with the terms and conditions of the respective project and as per EOI conditions. This will be on project to project basis.
- 1.3.3. While DCI bidding/ submitting offers,** DCI will approach Empanelled Business Associate for their participation in the tenders / offers / charter rates of dredging equipment, on project to project basis. Interested Business associates shall submit their consent along with their availability of dredgers/equipment for charter to DCI or shall submit their commercial offer to DCI to take up the dredging work by Business Associate. Depending upon the competent rates or offers submitted by the empanelled business associates, DCI will submit its offer/bid with necessary changes. The selection of business associate(s) is the sole discretion of DCI and business associate confers no right or expectation on so. In case business associate take up the project, DCI will monitor the project and shall assist in completing the project.
- 1.3.4. Before submission of bid/ offer by DCI,** a pre-contract Agreement that would be outlining the way of proceeding for tendering/ submission of offer will be entered between DCI and the respective Business Associate, who has offered their suitable dredger/equipment for charter to DCI or/and submitted feasible commercial offer/Quotation with appropriate deployment schedule of equipment & working method for completing the project by Business Associate, on project to project basis.
- 1.3.5. On award of work,** and before entering into an agreement by DCI with the Employer/ Client; a detailed commercial/operational agreement will be entered based on clause 1.3.4 on back to back terms & conditions of the original bid/tender document's terms & conditions in addition to mutually workable conditions when business associate is executing the project. In case of providing dredger(s) & ancillary equipments on hire basis to DCI, a charter hire agreement will be entered on mutually workable conditions between DCI and the selected Business Associate instead of a commercial/operational agreement.

1.4. Submission of EOI and Empanelment

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1.4.1. All interested parties are required to submit an Expression of Interest ("EoI"), which shall comprises of:

- **Cover A** – Comprises cost of EOI document and Empanelment fee
- **Cover B**- Comprises the following:
 - Notice Inviting EOI
 - Submission of EOI & Eligibility Criteria
 - Scope of work
 - General conditions and Special conditions
 - Application form with documents to be submitted
 - Expression letter
 - Request for qualification
 - Undertaking
 - Declaration
 - Declaration on illegal gratification
 - List of equipment available with the bidder

All the above documents duly filled in, enclosing all necessary documents and signed by the authorised representative of the firm shall be placed in **Cover-B**

Cover- A will be opened at the scheduled time of opening and **Cover B** will be opened thereafter, of those who submitted the requisite cost of the document and empanelment fee. The covers without document fee and empanelment fee will not be considered for evaluation and summarily rejected.

The EoI will be used for prequalifying the interested parties on the criteria specified, without conferring any right or expectation whatsoever.

1.4.2. DCI shall shortlist and empanel capable parties based on their technical & commercial capabilities and resource capabilities and who are having the similar/allied work experience and complying the eligibility criteria as per clause 1.5. The suitable parties who are empanelled after short listing through EOI, those parties shall be communicated in connection with providing dredger & ancillary equipment on hire basis to DCI or assisting DCI in submission of bids/offer & executing the work in association with DCI, on tender to tender basis.

1.5. Eligibility Criteria for EOI

1.5.1. The EoI may be submitted by domestic entities of India or any other country either as a sole firm or as a part of a consortium. The Company shall be registered/incorporated in the country from where they are applying and should submit valid company

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registration/incorporation certificate. Consortium can have a maximum of 3 partners. The aggregate qualification of all members of consortium will be considered for the qualification purpose. However lead partner shall be declared/specified for communication purpose and taking responsibilities.

1.5.2. For submitting the EoI and getting qualified for empanelment, the interested parties must satisfy the following eligibility criteria as per the below categories that are based on the estimated project cost. Applicant is required to submit separate bid for each category for which he intends to get empanelled (kindly specify the Category on top of the covers):

A.	Technical Capacity	<ol style="list-style-type: none"> 1. Should have minimum 5 years of experience in the field of dredging and related activities. 2. The Party shall submit application as Single Entity or as a Consortium (maximum 3 members). 3. In case of <u>Category-A</u>, the firm should have minimum two Cutter suction dredger under ownership of the firm (in case of Consortium under ownership of any single member) & being able to provide to DCI on hire/lease during the empanelment period and in case of <u>Category-B</u>, the firm should have minimum three Cutter suction dredger under ownership of the firm (in case of Consortium under ownership of any single member) & being able to provide to DCI on hire/lease during the empanelment period. <p>Along with necessary manpower for manning the equipment to execute the works, with documentary evidence for the same along with this EOI.</p> <p>List of all equipments available with the firm with detailed specifications and ownership details/certificates to be submitted; without which the bid shall not be considered for evaluation.</p> <ol style="list-style-type: none"> 4. Past work experience:-
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		<p><u>Category – A</u></p> <p><u>for the estimated project cost up to INR 100 crore:</u></p> <p>Experience of having successfully completed similar works* during last 7 years, ending last day of the month previous to the one in which applicants are submitting their bid should be either of following:</p> <p style="padding-left: 40px;">Three completed similar works for the Project each costing not less than Rs 40.0 Crores. OR</p> <p style="padding-left: 40px;">Two completed similar works for the Project each costing not less than Rs. 50.0 crores. OR</p> <p style="padding-left: 40px;">One completed similar work for Project costing not less than Rs. 80.0 crores.</p> <p><u>Category – B</u></p> <p><u>for projects with estimated cost of the project cost up to INR 200 crore & above:</u></p> <p>i. Experience of having successfully completed similar works* during last 7 years, ending last day of the month previous to the one in which applicants are submitting their bid should be either of following:</p> <p style="padding-left: 40px;">Three completed similar works for the Project each costing not less than Rs 80.0 Crores. OR</p> <p style="padding-left: 40px;">Two completed similar works for the Project each costing not less than Rs. 100 crores. OR</p> <p style="padding-left: 40px;">One completed similar work for Project costing not less than Rs. 160 crores.</p> <p>{* Similar works mean:</p> <ul style="list-style-type: none">• Providing dredgers & ancillary marine equipments on charter/hire basis for dredging/de-siltation projects in river, lake, ponds, reservoir, shallow water, port, harbor, etc OR
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		<ul style="list-style-type: none"> • Executing dredging/de-siltation in river, lake, ponds, reservoir, shallow water, port, harbor, etc (which can also include bund construction, installation of navigational aids, bandalling, reclamation works but not amounting to more than 50% of total contract value)}.
B.	Financial Capacity	<p><u>Category – A</u> <u>for the estimated project cost up to INR 100 crore:</u> Shall have minimum average annual turnover of Rs. 30.0 crores in dredging (Capital and/or Maintenance in soil and/or rock) and allied works like reclamation, beach nourishment, debris removal, rock revetment, salvage works, bund construction, breakwater construction, environmental dredging in the last three financial years.</p> <p><u>Category – B</u> <u>for projects with estimated cost of the project cost up to INR 200 crore & above:</u> Shall have minimum average annual turnover of Rs. 60.0 crores in dredging (Capital and/or Maintenance in soil and/or rock) and allied works like reclamation, beach nourishment, debris removal, rock revetment, salvage works, bund construction, breakwater construction, environmental dredging in the last three financial years.</p>

Note: *Bidders are advised to submit documentary evidence like work completion certificates, work orders, etc., duly establishing the contract value for the works completed and/or charter agreements of the vessels with contract value, List of equipment owned by the firm including dredgers, barges, boats, survey vessels, etc with their detailed specifications and Ownership certificate/document. Works, equipments and financial details without documentary evidence will not be considered for evaluation.*

1.6. Memorandum of Understanding (MoU) for Empanelment

1.6.1. DCI will enter into an MOU with the parties who are shortlisted based on technical and financial qualifications as business associates of DCI

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for providing dredger(s) & ancillary equipments on hire basis or/and for executing the project by Business Associate.

1.6.2. The MoU will be in the nature of an exclusive agreement between DCI and the qualified company. After identification of tender/ works by DCI, depending upon the scope of work, equipments required and other obligations of the tender/work, DCI at its own sole discretion will decide on consideration of business associate(s) and the method of Association.

1.6.3. DCI as per the business associate's interest of category will approach accordingly considering the value of the project. However, Category-B firms can also be approached for project cost pertaining to Category-A. However, Category-A firms will not be approached for project cost pertaining to Category-B.

Further, for chartering/hire of dredgers and ancillary equipments irrespective of Category, DCI can approach any business associates to provide dredgers and ancillary equipments on hire basis based on the suitability of the equipments.

1.6.4. DCI shall empanel sufficient number of Business Associates based on the eligibility criteria to have enough competition while bidding/ submitting offers to the clients.

1.7. This Invitation along with its enclosures does not constitute any commitment on the part of DCI. Furthermore, this invitation confers neither any right nor expectations to any party to participate in the said process. Further, this process would be in accordance with the provisions of the Articles of Association of DCI.

1.8. No oral modification or interpretation of any provisions of this EOI shall be valid. Written communication shall be issued by DCI in case of changes are made, clarifications or amendment to the EOI document is deemed necessary at its sole discretion online at websites www.dredge-india.com and www.eprocure.com.

1.9. DCI reserves the right to withdraw from the process or any part thereof without assigning any reason whatsoever. No liability whatsoever shall accrue to DCI in such an event.

1.10. This notice of EOI is being issued with no financial commitment and the DCI reserves the right to change or vary any part thereof at any stage.

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1.11. The interested Firm shall bear all costs associated with the preparation and submission of the EoI. DCI shall not, under any circumstances, be responsible or liable for any such costs, whether direct, incidental or consequential.

1.12. Enquiries

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. Nothing in this section shall be taken or read as compelling or requiring DCI to respond to any question or provide any clarification. No extension of any time and date referred to in this Invitation will be granted on the basis or grounds that DCI has not responded to any question or provided any clarification.

1.13. Disqualification

1.13.1. DCI shall not consider for the purpose of qualification, an EoI, which is found to be incomplete in content and/ or attachments and/ or authentication, etc.

1.13.2. Without prejudice, a Firm may be disqualified and its EoI dropped from further consideration for, but not limited to, any of the reasons listed below:

- Misrepresentation by the potential Firm; (or)
- Failure by the parties mentioned above to provide necessary and sufficient information required to be provided in the EoI; (or)
- Parties convicted by a Court of law
- Parties against whom any adverse order has been passed by a regulatory authority that casts a doubt on the ability of the party to manage large works.

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SECTION -III

SCOPE OF WORK OF THE EMPANELLED FIRMS

1. The Parties/Agencies who are technically and financially qualified will be empanelled and shall be entering into an MOU with DCI for a period of two years.
2. Interested firms who possess the requisite credentials, infrastructure and experience and interest should clearly mention their interest for empanelment under which Category, so as to examine their credentials accordingly and consider the proposal. However, the decision of DCI shall be final for this empanelment and have the right to appoint one or more business associates. DCI reserves the right to associate full/ part of the work with one or more Business Associate (BA) as required.
3. While submitting bids/offers by DCI, the empanelled BA's shall be approached for their consent and participation in the following two ways.

4. Case 1 -Execution of project by BAs

- i. DCI shall inform to the selected/all empanelled BAs on the tenders/work to participate (based on their category they have opted). The BAs who are interested shall submit their consent along with their commercial offer. The offer shall submitted by the empanelled firms shall comprise of the following within the dates prescribed:
 - EMD in the form of DD/BG/online transaction as required towards tender security for an amount prescribed in the tender document. Without EMD the submitted offer/proposal by the Business Associate shall not be considered.
 - Dredging methodology.
 - Schedule of completion of work with the proposed dredging/ ancillary equipment.
 - Price proposal/ Quotation.
 - Other Documents as deemed necessary.
 - Before submission of offer by BA, the BA if required may also have to attend meeting or site visit for obtaining details and for more clarification on site/work.
- ii. DCI on sole discretion will select suitable party. After receipt of offer from Business associate, DCI shall submit its offer/bid based on the offer of that Business Associate who has submitted competitive/lowest offer along with fulfilling tender conditions plus the percentage of work/responsibilities of DCI in that respective project.

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- iii. On award of work by the employer/client to DCI, the selected competitive/lowest offer submitted by the Business Associate shall submit performance guarantee to DCI in the form of BG for the amount prescribed in tender or as decided by DCI and shall enter detailed agreement with DCI on back to back terms & conditions of the tender/work and in addition to any mutual conditions like payment part, etc before DCI enters into an agreement with the employer/client. In turn, DCI will enter into an agreement with the employer/client within the scheduled date and by submitting the prescribed amount of Performance Guarantee to employer/client. Business associate shall execute the work in close coordination with DCI and as per the price quoted and schedule programme submitted to DCI.
- iv. In case of BA executing full work, DCI shall monitor the total execution, attending to the meetings with Employer, assisting to get approvals from the employer, joint surveys, raising the bills and receiving the payments from employer, etc.
- v. In case of BA executing partial work, execution of balance work will be carried out by DCI along with the responsibilities as mentioned above at sl. no. (iv).
- vi. In case business associate has withdrawn his proposal at any stage of the tender/work before finalization/awarding of the same by the Employer/Client & in case of awarded to DCI before submitting of performance security by BA to DCI, the EMD submitted by BA to DCI shall be forfeited.
- vii. EMDs of the business associate who has offered lowest bid/quote (L1) will be retained and rest of the EMDs of the BA's will be returned within 30 days after submission of the DCI's bid to Client.

5. Case 2- Hiring Equipment by DCI

DCI shall contact selected/all empanelled BAs who are interested to submit their daily rates for the available equipments like CSD / TSHD / Grab dredgers / Backhoe dredger / Barges / Pipelines / Booster stations / Tug boats / House boats / earth moving equipments such as Proclainer, Bull dozer, etc on hire basis to DCI as per requirement. DCI on sole discretion will select suitable party offering appropriate equipment & lowest price and subsequently entering with the selected business associate into a charter agreement.

6. However preference will be given to those BA that are willing to execute the project/work and it is the sole discretion of DCI whether to participate by chartering or to execute the work full/partially through the BA depending on the site characteristics, scope of work, equipment requirements for projects.

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7. In retrospect, the Empanelled parties are also expected to communicate to DCI on the identified works/ tenders.

8. ROLES AND RESPONSIBILITIES (*After award of work*)

8.1 DCI:

- Project Management
- Joint Surveys and Data Processing.
- Day to day Liaisoning and Correspondence with Employer/Client.
- Raising bills & Realisation of Payments.
- Planning and Deployment.
- Supply, manning and operation of DCI's Dredgers.
- Aware of all local taxes, custom formalities applicable as per rules and regulations in force from time to time in connection to importing and exporting of DCI's dredging fleet and other equipments.

8.2 BUSINESS ASSOCIATE (BA):

- Supply, manning and operation of BA's Dredgers.
- Supply, Manning and operation of boats, tugs, other equipment, etc. as required for completing the projects.
- Supply, Manning and Operation of Survey Vessels etc.
- Procurement, Erection and Maintenance of Navigational Aids.
- Completion of dredging work as per terms and conditions of contract (if required including bund construction & other dredging allied activities).
- Aware of all local taxes, custom formalities applicable as per rules and regulations in force from time to time in connection to importing and exporting of BA's dredging fleet and other equipments.
- Obtain or should have all the necessary permission to do the business/ work at the country of dredging from the appropriate department/ authorities/ Ministry of the country at own cost.
- Should be aware of the considerable lead time required for completing all of the above formalities in India and/or abroad and should not affect the project schedule.

9 BID REPRESENTATIVES

For the purpose of executing the Contract in case of joint execution, DCI shall act as the Lead Member or Business associate will act as Lead member and perform its responsibilities to be mutually agreed on the type of work to be executed and the lead member takes the responsibility until the final completion of the works. The parties authorise each one representative for the purpose.

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10 EXCLUSIVITY

During the validity period of this Agreement, unless with the previous written consent of the other Party to the contrary, the Parties shall not enter into any similar agreement/ Memorandum of Understanding of any nature in respect of the Project and/ or discuss matters concerned under this Agreement, either directly or indirectly or through its subsidiary/ associate or otherwise with any other party (ies).

11 LIABILITY

The internal liabilities/ responsibilities of the Parties shall be as mutually discussed and agreed upon and a detailed charter agreement or commercial/operational agreement as applicable will be executed detailing the roles and responsibilities of each firm for each tender/work in line with the terms & conditions as applicable in the project implementation contract.

The Parties do hereby undertake to be responsible for all obligations and liabilities relating to the Works and in accordance with the terms of the tender and the Contract Agreement in proportion of the percentage participation in works set out.

The parties do also hereby agree that liabilities of the parties under this agreement is only to the extent of the works allocated to the respective parties as agreed and liabilities (including but not limited to penalty and/ or liquidated damages by whatsoever name called) thereto to any party imposed by the employer under the main contract/ agreement or otherwise owing to the action and/ or inaction and/ or inefficiency and/ or deficiency and/ or improper execution and/ or delayed execution and/ or for any other reason which is due to and/ or attributable to the other party in connection with the work executed/ executable by other party, then the other party should make good the liability, whatsoever, on demand in full to the party on whom such liability is imposed.

12 ASSIGNMENT

Neither Party shall assign, sublet or transfer any interest under this Agreement, without the prior written consent of the other Party.

13 RELATIONSHIP OF THE PARTIES

This Agreement relates only to the EOI contemplated in it and for the Project in particular and for no other purpose.

14 DURATION OF THE AGREEMENT

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The Agreement shall be effective as from the date hereof and, except as otherwise provided herein, shall continue until all and each Party has completed and settled all its obligations and liabilities under the Agreement. It shall, however, remain valid for the settlement of any disputes, rights and obligations arising from the Agreement which may subsist in relation to the Employer to third parties, and to the other of them.

15 CONFIDENTIALITY

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

16 NOTICES

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

17 PRE-AWARD EXPENSES

- i. Each Party shall bear its own pre-award expenses unless it is mutually agreed otherwise.
- ii. In case external expenses would have to be made prior to award of the Contract, the amount and allocation between the Parties of these external expenses shall be shared proportionately.

18 AMENDMENTS

Any amendments to this Agreement shall be in writing and signed by the authorized representatives of the Parties.

19 TAXES

The Parties agree that each party shall bear its tax liability as per the existing tax structure or in accordance with any new revision/modifications imposed by the Government of India / any other respective country in the future.

20 WITHDRAWAL

Should a Party be in breach of its obligations under this Agreement or should a Party decide not to participate in the submission of the Tender jointly with DCI, then such Party can be withdrawn from the EOI on

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terms to be mutually agreed with the other Party(ies), provided that such Party shall always remain bound by the confidentiality clauses of this Agreement. The withdrawing Party, which is in breach shall not participate in the Bid and the tender submission either in its/ their own name or in association with any third party.

21 LANGUAGE

All notices, communication and statements shall be made in English language.

22 GOVERNING LAW

The laws of union of India shall govern all matters relating to the MOU formation process. Only courts at Visakhapatnam (with all exclusion of all other courts) shall have the jurisdiction to decide or adjudicate on any matter, which may arise out of or in connection with this transaction.

23 SETTLEMENT OF DISPUTES

If any dispute or difference of any kind whatsoever shall arise between the Engineer/DCI and the Contractor in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either Engineer/DCI or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given and the disputes herein shall be settled by arbitration under the provisions of Indian Arbitration and Conciliation Act-1996.

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

Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) DCI shall pay the Contractor any monies due to the Contractor.

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SECTION - IV

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- 1.** EOI shall be submitted in two **Covers A and B** as indicated in section -II and the EOI shall be sealed and super scribed in bold letters as "**EOI FOR EMPANELMENT OF BUSINESS ASSOCIATES IN INDIA AND ABROAD for DCI – EOI NO. DCI/MKTG/BA-ID/747/2019 Dt. _____, Category-____**" along with the name of the Firm.
- 2.** The prospective firms who wish to be empanelled as Business Associate of DCI in India & abroad shall submit EOI applications duly enclosing empanelment fee of Rs. 50,000 for Category-A and/or Rs. 1,00,000 for Category-B.
- 3.** The EOI shall be sent so as to reach the address as mentioned in Section-I. The Company shall not be in any way responsible for postal delays. The EOI will be opened at the time and place as informed to the participants. The EOI may be sent by post/ courier/ handed over personally to/ at the mentioned address in closed cover.
- 4.** The EOI document cost and Empanelment fee shall be submitted through DD/ RTGS on or before submitting the EOI to DCI.
- 5.** All EOIs must be absolutely clear, failing which the same will not be considered.
- 6.** All columns would be properly and legibly filled in. No column would be left blank. Alterations, if any, not authenticated with attestation may result in the rejection of the EOI.
- 7.** The EOIs prepared by the Firm and all correspondence and document relating to the EOI exchanged by the Firm and the Company shall be written in English.
- 8.** The EOI should be valid for a period of 180 days (one hundred eighty) days from the date of opening.
- 9.** DCI reserves the right to inspect the premises of the firm to assess their credentials/ capabilities prior empanelment or after the empanelment. If at any time subsequent to the empanelment it is found that the credentials given the party are false and/ or do not correspond to the one given/ submitted along with the EOI, DCI reserves the right to cancel the empanelment without any financial liability.
- 10.** Conditional EOIs and additional conditions of the Firms will not be considered.

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- 11.** In the event of any breach of agreement on the part of the empanelled firm, DCI reserves the right to withhold the payments of bills. DCI also reserves the right to get the balance work executed by some other sources at the risk and cost of the firm breach the agreement.
- 12.** All rules and regulations governing the Dredging Corporation of India Limited will be applicable.
- 13.** Payments will be regulated as per the terms of the charter agreement or detailed operational agreement entered between DCI and the business associate and on receipt of corresponding payment from the employer as applicable.
- 14.** Canvassing in connection with EOI is strictly prohibited and the EOI submitted by the Firms who resorts to canvassing are liable for rejection.
- 15.** Notwithstanding anything stated elsewhere in this EOI document, DCI reserves the right to terminate the empanelment at any time by giving one month notice.
- 16.** This empanelment of the Business associate is not transferable. The firms empanelled are not allowed to sub-contract the work without prior approval of DCI. Later, if it is found that this work is transferred or sub-contracted to anybody at any point of time, DCI reserves the right to cancel the contract with all its consequences and carrying out the work at the risk and cost of the agency.
- 17.** Any change in the constitution of the Firm shall not be permitted except with the clear written consent of the Corporation.
- 18.** **Integrity Pact (IP):** Shall cover this EOI throughout its various phases, and IP would be deemed as a part of the contract through an appropriate provision. The bidders should sign and submit an Integrity Pact to be executed between the bidder and Dredging Corporation of India Limited along with the bid in cover-B. Bids not accompanied by duly signed Integrity Pact shall be liable for rejection. IP would be implemented through the Independent External Monitor (IEM) for this tender. The successful applicant will also be required to sign the Integrity Pact as enclosed at Annexure-8. The addresses of the same are:
 - 1) Shri. M. Narayana Rao, Ex.CMD, Midhani,
House No. 8-2-293/82/J/A-60,
Journalist colony, Jubilee Hills, Hyderabad 500033
Phone- 9989055569
Email- nrmyneni@gmail.com
 - 2) Shri. M. Sundara Ram, IRTS(Retd.), Chief Operations Manager, NEFR
203, Subh Niwas, 12-13-548, Street 14, Nagarjuna Nagar, Taranaka,
Hyderabad-500017
Phone 9701345950; Email- madduris2000@gmail.com

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SECTION V

ANNEXURE- 1

APPLICATION FORM

(To be forwarded on the letter head of the interested party submitting the EOI along with necessary documents for empanelment).

Head of the Department (Marketing)
Dredging Corporation of India Ltd
Dredge Hose, Port Area
Visakhapatnam-530 001

In response to your Empanelment Notice dated _____ we are forwarding the following information and documents for empanelment as a Business Associate of DCI in India & abroad under **Category-_____**:

1.	Name of the company/ Firm	
2.	Full Address of Local office/ Branch with Phone No. Fax No.	
3.	Full address of Regd. Office with phone no. Fax No & Email Id	
4.	Company under Proprietorship/ Partnership/ Pvt. Co/ Public Limited Company (Certified Supporting documents like copy of partnership deed, agreement, Memorandum and articles of association etc. enclosed)	
5.	GST, Valid Service tax / VAT Regn. No/ any other tax registration as applicable (Certified Photocopy Enclosed)	
6.	Copy of PAN (Certified Copy enclosed)	
7.	Return of Income for the last 3 financial years	
8.	Audited Balance sheet and Profit & Loss statements for the last three years	
9.	Name of the Bank with full address (With banker's certificate showing credential of the company and Account No. with attesting the	

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	signature of the Account operators, on a separate sheet).	
10.	Authority letter for representing the firm in any tender process duly supported Board resolution in case of companies. (or) power of attorney	
11.	Qualification related documents	As per section-II, Clause 1.5
12.	Details of Rs. 50,000 / equivalent in USD OR Rs. 1,00,000 / equivalent in USD as Empanelment fee (non refundable fee) in favour of DCI Ltd, Visakhapatnam for each application.	
13.	Assets, Offices and Facilitates Available in India & abroad. (Party can also specify their country of interest with submission of credentials if any like established office, previous work experience, etc.)	

DECLARATION:

- A) All the documents submitted by us are valid and self attested. We will be responsible for any false declaration/ misrepresentation of facts.
- B) We agree to accept the payment from DCI Ltd only after the same is received by DCI Ltd from its employer/client.
- C) No claim will be made on DCI Ltd regarding any loss/ damage due to this bid/ transaction.
- D) The decision of MD, DCI Ltd regarding the selection of business associate/ price, margin and other terms & condition shall be final and binding.
- E) The applicant will indemnify DCI Ltd against any claim/ third party litigation regarding work executed.

Signature of authorized
Signatory & seal

End: as above.

Date:

Place:

**DREDGING CORPORATION OF INDIA LIMITED
EMPANELMENT OF BUSINESS ASSOCIATES IN INDIA**

SECTION V

ANNEXURE- 2

EXPRESSION LETTER

(To be forwarded on the letter head of the interested Firm submitting the EoI)

Reference No. _____

Date _____

To
Head of the Department (Marketing)
Dredging Corporation of India Ltd
Dredge Hose, Port Area
Visakhapatnam-530 001
Phone +91 – 891 – 2871332
Fax +91 – 891 – 2791802
Email: hodmktg@dcil.co.in

Sub: Invitation of Expression of Interest for Empanelment of Business associate(s) for dredging projects in India & abroad under Category-____:.

Sir,

- 1) This is with reference to the online advertisement dated _____ inviting Expression of Interest for Appointment of Business Associates, we have read and understood the contents of the Invitation of Expression of Interest (Invitation) and are desirous to empanel with DCI, and for this purpose:
- 2) We propose to submit our EoI in individual capacity as _____ (insert name)
(or)

We propose to submit our EoI as a consortium _____ (name) with the following firms:

- i. _____
- ii. _____
- iii. _____ etc.

- 3 We believe that our firm satisfies the eligibility criteria set out in the Invitation for EOI.

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- 4 We certify that as regards matters other than security and integrity of the country, we have not been convicted by a Court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to associate with a public sector unit or which relates to a grave offence that outrages the moral sense of the community.
- 5 We further certify that in regard to matters relating to security and integrity of India and any other country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our sister concerns.
- 6 We further certify that no investigation by a regulatory authority is pending either against us or against our sister concerns or against our CEO or any of our directors/ managers/ employees.
- 7 We undertake that in case, due to any change in facts or circumstances during the pendency of the process, we are attracted by the provisions of disqualification in terms of the Invitation and/ or such other communication as may be addressed to us by DCI we would intimate DCI of the same forthwith.

Yours faithfully,

Authorized Signatory

For & on behalf of the Party.

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SECTION V

ANNEXURE 3

REQUEST FOR QUALIFICATION

(To be submitted in respect of interested party)

Name of the interested Firm _____

1. Constitution (Tick, wherever applicable)
 - i) Public Limited Company
 - ii) Private Limited Company
 - iii) Others, if any (Please specify)

2. Sector (Tick, wherever applicable)
 - i) Public Sector
 - ii) Joint Sector
 - iii) Others, if any (Please specify)

3. Details of Shareholding

4. Nature of business/products dealt with:

6. Date & Place of incorporation:

7. Date of commencement of business:

8. Full address including Phone No./ Fax No./e-mail.:
 - i) Registered Office:
 - ii) Head Office:

9. Address for correspondence:

10. The Audited Balance Sheets and the Profit & Loss Accounts as approved by the Board of Directors for the last 3 financial years is attached. Also attached is a certificate from the chartered accountant/ auditor certificate, certifying the Net Worth according to the latest audited financial statements as approved by the Board of Directors.

11. List of Dredging works carried out in the last seven years and the contact persons in the customer organizations along with their contact particulars. Works carried out for the central/ state governments and their organizations.

12. Annual billing of Dredging and its allied works as defined at Section-II, Cl 15.2.B during last 3 years in aggregate certified by the statutory auditors.

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13. Copy of registration / incorporation certificate.

14. List of branches / offices

15. Contact Person(s):

i) Name:

ii) Designation:

iii) Phone No.:

iv) Mobile No.:

v) Fax No.:

vi) Email:

16. Please find attached the relevant information.

Yours faithfully,

Authorized Signatory

For & on behalf of the (party/member)

Place:

Date:

Note: Please follow the order adopted in the Format provided. If the interested party is unable to respond to a particular question/ request, the relevant number must nonetheless be set out with the words "No response given" against it.

**DREDGING CORPORATION OF INDIA LIMITED
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SECTION V

ANNEXURE 4

UNDERTAKING

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

1. We shall enter into Agreement with Dredging Corporation of India Ltd, Visakhapatnam to work as Business Associate to provide dredger & ancillary equipment subject to availability or to execute the work with DCI on terms and conditions decided by the client/ organisation / Government and other mutually agreed terms.
2. We agree to accept all the terms and conditions as laid down in the tender documents/contract documents of DCI's Employer/Client and DCI Ltd, in case the work is executed through us.
3. We also hereby declare that all the above information and documents submitted are true to the best of my knowledge.
4. It is certified that our firm has not been black listed/ banned for participation in tender by any Central/ State Government/ PSU/ any other body/ authority.
5. We shall ensure compliance of all Government regulations / conventions / policies/ guidelines / orders etc. in force related to any or all of the business activities undertaken.
6. The bidder shall personally satisfy that they meet all the stipulated provisions in the tender floated by DCI's Employer/Client, in case of DCI executing the work through us.
7. We hereby indemnify DCI Ltd, Visakhapatnam against any damage / loss/ penalty imposed by any lawful authority towards this business transaction. All such liabilities will be borne by us without demur.

Signature of the applicant /Authorized

Signatory with stamp & date

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SECTION V

ANNEXURE 5

**COMPLIANCE OF CONDITIONS AND
NO COUNTER CONDITIONS ON LETTER HEAD**

Dated _____

To
M/s. Dredging Corporation of India Ltd.,
Visakhapatnam.
Sir,

Sub: **EOI NO. DCI/MKTG/BA-E&C/747/2019 Dt. _____
FOR EMPANELEMENT OF BUSINESS ASSOCIATE FOR
DREDGING PROJECTS IN INDIA & ABROAD UNDER
CATEGORY-_____**

1. I/We hereby confirm having read by me/us read and/or explained to me/us so far all the terms and conditions stated in the EOI documents and agree to abide unconditionally the terms and conditions stated therein.

2. Should this EOI be accepted, I/We hereby agree to abide by and fulfil the terms and conditions and other provisions contained in the EOI documents, which have been read by me/us read and/or explained to me/us so far as they are applicable. In default of compliance any of these conditions, I/We agree to set off the extra cost if any, for carrying out the work at my/our risk and cost against the our bills or funds available with the Dredging Corporation of India Limited, or its successors and to pay the DCI or its successors on demand as debt due any amount required to meet the extra cost of carrying out the work over and above Deposits furnished by me/us for each work.

3. I/We hereby confirm having read and understood all the terms and conditions of the EOI and abide by these terms and conditions. All the pages in the EOI documents have been initialled /signed and stamped in token of acceptance of the terms and conditions of the EOI documents.

4. I/ We hereby confirm that we have not put/ specified/ laid down any counter conditions and we accept the EOI conditions and agree to abide by the same

Thanking you,

Yours faithfully,

Place :

Date :

SIGNATURE OF THE FIRM WITH SEAL, NAME AND ADDRESS

**DREDGING CORPORATION OF INDIA LIMITED
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SECTION V

ANNEXURE 6

DECLARATION ABOUT RELATIVES

Dated _____

To
M/s. Dredging Corporation of India Ltd.,
Visakhapatnam
Sir,

**Sub: EOI NO. DCI/MKTG/BA-E&C/747/2019 Dt. _____ -
EMPANELMENT OF BUSINESS ASSOCIATE FOR DREDGING
PROJECTS IN INDIA & ABROAD UNDER CATEGORY-_____.**

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

Or

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

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

(Strike out /fill-in as applicable)

Thanking you,

Yours faithfully,

Place :

Date :

SIGNATURE OF THE FIRM WITH SEAL, NAME AND ADDRESS

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SECTION V

ANNEXURE 7

UNDERTAKING ABOUT ILLEGAL GRATIFICATION

Sub: EOI NO. DCI/MKTG/BA-E&C/747/2019 Dt. _____ Invitation of Expression of Interest for Selection Of Business Associate For Dredging Projects In India & Abroad under Category-_____.

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

Place :

Date :

SIGNATURE OF THE FIRM WITH SEAL, NAME AND ADDRESS

**DREDGING CORPORATION OF INDIA LIMITED
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SECTION V

ANNEXURE 8

INTEGRITY PACT

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

And

_____ (*Indicate firm name*) hereinafter referred to as ‘The Bidder/ Contractor”

Preamble:

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

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

Section 1 - Commitments of the Principal

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

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it there be a substantive suspicion in this

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regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

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

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

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

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

c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractors will not use improperly, for purposes of competition or personal gain, or passion to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the bidder(s)/ contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure-A.

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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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 Section2, 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 Section3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

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

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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, and the Chairman DCIL has not, within the reasonable time taken visible action to proceed against such offence or reported it to

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the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

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, and for all other Bidders & months ---- the contract has been awarded.

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

- This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 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.

(For & on behalf of the Principal)
(Office Seal)

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

Place_____

Date_____

Witness2: _____

(Name & Address) _____

Witness2: _____

(Name & Address) _____

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.1 There shall be compulsory registration of Indian agents of foreign suppliers for all 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.

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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.

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Annexure-B

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 SJVN including its subsidiaries and JVs.

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'.

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- 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 SJVN (including its subsidiaries and JVs) 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.

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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 Department 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 SJVN including its subsidiaries/JVs.

7.2 There will be an Investigating Committee consisting of officers not below the rank of AGM/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.

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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 misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.

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

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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 IT&C Division of SJVN's Corporate Office for displaying the same on SJVN website.

ii) Corporate Contracts Department 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.
