

DCI/MKTG/BA-UK/621/2017

Dt: 09.02.2018

**Dredging Corporation of India Limited
Visakhapatnam**

Sub: Expression of Interest (EOI) for Empanelment of Business Associates in United Kingdom/European countries – **Corrigendum – 6** – Reg.

Ref: 1. EOI No. DCI/MKTG/BA-UK/621/2017, dated 26.10.2017
2. Corrigendum No. 1, dated 10.11.2017
3. Corrigendum No. 2, dated 23.11.2017
3. Corrigendum No. 3, dated 08.12.2017
4. Corrigendum No. 4, dated 26.12.2017
5. Corrigendum No. 5, dated 10.01.2018

With reference to our above mentioned EOI, all the interested parties are hereby informed the revised schedules (*as per Indian Standard Time*) for submission of EOI is given as below.

	Original schedule	1 st Revised schedule	2 nd Revised schedule	3 rd Revised schedule	4 th Revised schedule	5 th Revised schedule	6 th Revised schedule
Last date of submission	10.11.2017 upto 1530 hours	24.11.2017 upto 1530 hours	08.12.2017 upto 1530 hours	22.12.2017 upto 1530 hours	10.01.2018 upto 1530 hours	09.02.2018 upto 1530 hours	23.02.2018 upto 1530 hours
Date of opening of Technical bid	10.11.2017 upto 1630 hours	24.11.2017 upto 1630 hours	08.12.2017 upto 1630 hours	22.12.2017 upto 1630 hours	10.01.2018 upto 1630 hours	09.02.2018 upto 1630 hours	23.02.2018 upto 1630 hours

HOD (Marketing)
Dredging Corporation of India Ltd.

DCI/MKTG/BA-UK/621/2017

Dt: 10.01.2018

**Dredging Corporation of India Limited
Visakhapatnam**

Sub: Expression of Interest (EOI) for Empanelment of Business Associates in United Kingdom/European countries – **Corrigendum – 5** – Reg.

Ref: 1. EOI No. DCI/MKTG/BA-UK/621/2017, dated 26.10.2017
2. Corrigendum No. 1, dated 10.11.2017
3. Corrigendum No. 2, dated 23.11.2017
3. Corrigendum No. 3, dated 08.12.2017
4. Corrigendum No. 4, dated 26.12.2017

With reference to our above mentioned EOI, all the interested parties are hereby informed the revised schedules for submission of EOI is given as below.

	Original schedule	1 st Revised schedule	2 nd Revised schedule	3 rd Revised schedule	4 th Revised schedule	5 th Revised schedule
Last date of submission	10.11.2017 upto 1530 hours	24.11.2017 upto 1530 hours	08.12.2017 upto 1530 hours	22.12.2017 upto 1530 hours	10.01.2018 upto 1530 hours	09.02.2018 upto 1530 hours
Date of opening of Technical bid	10.11.2017 upto 1630 hours	24.11.2017 upto 1630 hours	08.12.2017 upto 1630 hours	22.12.2017 upto 1630 hours	10.01.2018 upto 1630 hours	09.02.2018 upto 1630 hours

HOD (Marketing)
Dredging Corporation of India Ltd.

DCI/MKTG/BA-UK/621/2017

Dt: 26.12.2017

**Dredging Corporation of India Limited
Visakhapatnam**

Sub: Expression of Interest (EOI) for Empanelment of Business Associates in United Kingdom/European countries – **Corrigendum – 4** – Reg.

Ref: 1. EOI No. DCI/MKTG/BA-UK/621/2017, dated 26.10.2017
2. Corrigendum No. 1, dated 10.11.2017
3. Corrigendum No. 2, dated 23.11.2017
3. Corrigendum No. 3, dated 08.12.2017

With reference to our above mentioned EOI, all the interested parties are hereby informed the revised schedules for submission of EOI is given as below.

	Original schedule	1 st Revised schedule	2 nd Revised schedule	3 rd Revised schedule	4 th Revised schedule
Last date of submission	10.11.2017 upto 1530 hours	24.11.2017 upto 1530 hours	08.12.2017 upto 1530 hours	22.12.2017 upto 1530 hours	10.01.2018 upto 1530 hours
Date of opening of Technical bid	10.11.2017 upto 1630 hours	24.11.2017 upto 1630 hours	08.12.2017 upto 1630 hours	22.12.2017 upto 1630 hours	10.01.2018 upto 1630 hours

HOD (Marketing)
Dredging Corporation of India Ltd.

DCI/MKTG/BA-UK/621/2017

Dt: 08.12.2017

**Dredging Corporation of India Limited
Visakhapatnam**

Sub: Expression of Interest (EOI) for Empanelment of Business Associates in United Kingdom/European countries – **Corrigendum – 3** – Reg.

Ref: 1. EOI No. DCI/MKTG/BA-UK/621/2017, dated 26.10.2017
2. Corrigendum No. 1, dated 10.11.2017
3. Corrigendum No. 2, dated 23.11.2017

With reference to our above mentioned EOI, all the interested parties are hereby informed the revised schedules for submission of EOI is given as below.

	Original schedule	1 st Revised schedule	2 nd Revised schedule	3 rd Revised schedule
Last date of submission	10.11.2017 upto 1530 hours	24.11.2017 upto 1530 hours	08.12.2017 upto 1530 hours	22.12.2017 upto 1530 hours
Date of opening of Technical bid	10.11.2017 upto 1630 hours	24.11.2017 upto 1630 hours	08.12.2017 upto 1630 hours	22.12.2017 upto 1630 hours

HOD (Marketing)
Dredging Corporation of India Ltd.

DCI/MKTG/BA-UK/621/2017

Dt: 23.11.2017

Dredging Corporation of India Limited
Visakhapatnam

Sub: Expression of Interest (EOI) for Empanelment of Business Associates in United Kingdom/ European countries – **Corrigendum – 2** – Reg.

Ref: 1. EOI No. DCI/MKTG/BA-UK/621/2017, dated 26.10.2017
2. Corrigendum No. 1, dated 10.11.2017

With reference to our above mentioned EOI, all the interested parties are hereby informed the revised schedules for submission of EOI is given as below.

	Original schedule	1 st Revised schedule	2 nd Revised schedule
Last date of submission	10.11.2017 upto 1530 hours	24.11.2017 upto 1530 hours	08.12.2017 upto 1530 hours
Date of opening of Technical bid	10.11.2017 upto 1630 hours	24.11.2017 upto 1630 hours	08.12.2017 upto 1630 hours

HOD (Marketing)
Dredging Corporation of India Ltd.

**DREDGING CORPORATION OF INDIA LIMITED
VISAKHAPATNAM
(A GOVERNMENT OF INDIA UNDERTAKING)**

*Expression of Interest (EOI)
For Empanelment of Business Associates in United Kingdom /
European countries*



ADDRESS TO WHICH EOI DOCUMENTS ARE TO BE DESPATCHED:

**HEAD OF THE DEPARTMENT (MARKETING)
DREDGING CORPORATION OF INDIA LIMITED
DREDGE HOUSE, PORT AREA
VISAKHAPATNAM - 530001**

LAST DATE OF RECEIPT OF EOI DOCUMENTS – 10/11/2017 @ 1530 HRS

DATE OF OPENING OF EOI – 10/11/2017 @ 1630 HRS

Dredging Corporation of India Limited

(A Govt. of India undertaking)

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

Phone: +91 891 2871312, Fax: +91 891 2560581

EOI DOCUMENT

1. Dredging Corporation of India Limited, Visakhapatnam (DCI), is a public sector undertaking under the Ministry of Shipping, Government of India. DCI was formed during the year 1976 to promote Dredging, Land Reclamation and Marine services to Major ports and other maritime organizations. The Corporate office of the Corporation is situated at Visakhapatnam in Andhra Pradesh, India.
2. DCI has been a key player in India in the dredging sector over the last few decades. DCI has successfully undertaken several Capital Dredging, Land reclamation projects and carrying out annual maintenance dredging of Major and Minor ports in India, Indian Navy, Shipyard since its formation. Presently the dredging fleet consists of 12 trailer suction hopper dredgers, 3 Cutter suction dredgers, 1 Inland Cutter Suction Dredger, 1 Backhoe Dredger and other ancillary crafts. 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 today 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 backed by 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. DCI is also equipped with computer systems with integrated data processing facility for communicating with the projects located in different Projects.
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. DCI plans to expand its dredging activities outside India and is in process of participating in dredging tenders in United Kingdom / European countries.

5. Since, DCI does not have its base in United Kingdom / European countries; DCI is intending to have suitable Business Associates having suitable equipment, infrastructure and interest in associating with DCI, to explore dredging market and to execute the projects in association with DCI. DCI propose to invite reputed firms in the field of dredging for executing dredging work in United Kingdom / European countries.
6. The Proposed business associate in respected country is expected to provide DCI with necessary/ suitable pre-bid inputs, requisite details for submitting the offers/ tenders and the bids shall be submitted jointly by DCI and Business Associate or as a single entity by DCI. Thereafter on award of work, DCI and Business Associate will jointly execute the projects as per contract terms and conditions agreed with the client organization and other mutually agreed terms between DCI and the Business Associate. In this direction, DCI invites "Expression of Interest (EOI) for Empanelment of Business Associates in United Kingdom / European countries".
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 in United Kingdom / European countries for which application is made initially for a period of two years extendable by another one year at the discretion of DCI on satisfactory performance of the work. Scope of the work and other details of the EOI document are enclosed.
8. Interested firms are requested to go through the EOI documents in detail, before filling up the EOI documents, enclosing relevant supporting documents/ information and giving their complete details. The documents should be strictly as per the EOI document and no editing, addition, deletion or modification of the 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 rejected.
9. Firms are requested to submit their EOI document so as to reach the office mentioned in the EOI document on or before the time and date mentioned therein. Addendum, modification, in the event of changes in the time schedule, Dredging Corporation of India Limited shall notify the same only through www.dredge-india.com or www.eprocure.gov.in or www.tenders.gov.in. Interested parties are advised to check the website regularly for corrigenda/ addenda if any, which will be published only in the website.
10. DCI will not be responsible for postal or courier delays, if any, in receipt of the EOI documents. The EOI documents received after the

closure of the time and date are liable to be rejected. EOI submitted by e-mail/ fax will not be accepted under any circumstances.

11. 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,

Yours Faithfully,
For DREDGING CORPORATION OF INDIA LIMITED

Head of the Department (MKTG)

**DREDGING CORPORATION OF INDIA LIMITED
EMPANELMENT OF BUSINESS ASSOCIATES IN UNITED KINGDOM / EUROPEAN COUNTRIES**

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DREDGING CORPORATION OF INDIA LIMITED
EMPANELMENT OF BUSINESS ASSOCIATES IN UNITED KINGDOM / EUROPEAN COUNTRIES

SECTION - I NOTICE INVITING EXPRESSION OF INTEREST

I	Name of Work	Expression of interest for empanelment of Business associates in the field of dredging works in United Kingdom / European countries.
II	Tenure	The initial validity of empanelment will be for a period of 2 years from the date of empanelment and extendable by one more year at mutual consent of both the parties.
III	Pre-qualification criteria	Eligibility criteria as per Section-II Clause 5
IV	Area of Operation	The Business Associate will carry out dredging operations in United Kingdom / European countries.
V	Cost of EOI document	Rs 10,000.00 (Rupees Ten thousand only) or equivalent in USD non refundable by way of Demand Draft (DD) from Nationalized/ Scheduled Bank drawn in favour of Dredging Corporation of India Ltd, Payable at Visakhapatnam. Cost of document to be submitted in a separate Cover-A.
VI	Empanelment fee	Rs. 5,00,000.00 (Rupees Five Lakh only) or equivalent in USD non refundable by way of DD from Nationalized/ Scheduled Bank drawn in favour of Dredging Corporation of India Ltd, payable at Visakhapatnam. Empanelment fee is to be submitted in a separate Cover-A. The empanelment fee of the unsuccessful firms will be refunded on completion of the empanelment process.
VII	Place of obtaining EOI documents	The EOI documents can be downloaded from the below mentioned websites. Hard copy may be provided on request from DCI on payment of requisite fee. www.dredge-india.com www.eprocure.gov.in www.tenders.gov.in

**DREDGING CORPORATION OF INDIA LIMITED
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VIII	Period of Issue of EOI Documents/ downloading from website	From 26.10.2017 to 10.11.2017
IX	Last date for Receipt of EOI	Up to 1530 hrs. On 10.11.2017
X	Address to which EOI documents should be sent	HEAD OF THE DEPARTMENT (MARKETING) DREDGING CORPORATION OF INDIA LIMITED DREDGE HOUSE, PORT AREA VISAKHAPATNAM – 530 001
XI	Date & Time of Opening of Technical Bids	1630 hrs on 10.11.2017 in the presence of such firms/ their Authorized representatives who wish to present, at DCI Ltd, Head Office, Visakhapatnam.
XII	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:-

DCI 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.

SECTION: II SUBMISSION OF EOI AND ELIGIBILITY CRITERIA

1. Introduction

- 1.1. Dredging Corporation of India Limited, a public sector undertaking, Government of India ("DCI" or the "Company") is the premier dredging company in India. DCI plans to empanel reputed dredging firms in the field of dredging works as Business associates in United Kingdom / European countries.
- 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").
- 1.3 For the purposes of this Transaction, the potential Firms shall ascertain the applicability of all Indian laws and Local laws in United Kingdom / European countries and shall ensure compliance with the same.

2. Advertisement Inviting EOI

An advertisement has been issued in the newspapers inviting interested parties to submit their EOI for empanelment as Business Associates of DCI in United Kingdom / European countries.

3. The Process

- 3.1. This is the first stage in the process of entering into MoU. In this stage, all interested parties are required to submit an Expression of Interest ("EOI"), which shall comprise 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

COVERING LETTER

REQUEST FOR CLARIFICATION

UNDERTAKING

DECLARATION

UNDERTAKING ON ILLEGAL GRATIFICATION

STATEMENT OF LEGAL CAPACITY

INTEGRITY PACT

DREDGING CORPORATION OF INDIA LIMITED
EMPANELMENT OF BUSINESS ASSOCIATES IN UNITED KINGDOM / EUROPEAN COUNTRIES

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 party who has not submitted cost of the document and empanelment fee will be disqualified.

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

- 3.2. The process thereafter would be the qualified firms in each country enter an agreement with DCI as Business associate in the respective Country for executing the dredging works on behalf of DCI/ Jointly with DCI.

4. Memorandum of Understanding (MoU)

- 4.1. DCI plans to empanel business associates in United Kingdom / European countries for executing the works together with DCI/ on behalf of DCI.
- 4.2. Companies having experience in Dredging works registered in India/ Country of Empanelment, having its operations in India/ Country of Empanelment are eligible for submission of EOI.
- 4.3. The MoU will be in the nature of an exclusive agreement between DCI and the qualified company.

5. Eligibility Criteria

- 5.1. The EOI may be submitted by firms either as a sole firm or as part of a consortium. The Company shall be registered/ incorporated in India (or) in the country of empanelment i.e. (United Kingdom or any other European country).
- 5.2. For submitting the EOI and for being considered for subsequent qualification process, the interested parties must satisfy the following eligibility criteria:

A.	Technical Capacity	<p>i) Minimum 5 years of experience in the field of dredging/ Shallow water Dredging/ River or Lake dredging/ Inland dredging and related activities.</p> <p>ii) Should have successfully completed at least 5 (five) dredging projects at ports/ rivers / lakes/ dams/ shallow water dredging/ alongside dredging at ports during the last 5 years.</p>
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		<p>Documentary evidence to be submitted.</p> <p>iii) The firm should have established office and other infrastructure in the respective country they wish to be empanelled as business associate.</p> <p>iv) The firm should have necessary equipment required for dredging at ports/ rivers/ lakes/ dams/ shallow water dredging projects/ alongside dredging at ports in their command. List of equipment available with the firm with detailed specifications and ownership details to be enclosed.</p> <p>v) Necessary manpower for manning the equipment to complete the works assigned, with documentary evidence for the same to be submitted along with this EOI.</p>
B.	Financial Capacity	<p>i) Shall have minimum turnover of Rs. 50.00 Cr in dredging and infrastructure works during the last three financial years.</p> <p>ii) Solvency certificate from bankers for at least Rs 25.00 Cr to be attached.</p> <p>iii) The firm should be financially sound and should not have applied for Corporate Debt Restructuring.</p>

5.3 In case of consortium, the above criteria would apply to the consortium as a whole. The turnover of the lead member must be at least 51% of the stipulated turnover during the last 3 years.

6. General Conditions

6.1 Interested parties must submit documentary evidence establishing their qualification for the EOI as per clause 5 of Section II, without which the firm will not be qualified for the next stage.

6.2 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.

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- 6.3 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.
- 6.4 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.
- 6.5 This notice of EOI is being issued with no financial commitment and DCI reserves the right to change or vary any part thereof at any stage.

6. Disqualification

- 6.1 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.
- 6.2 Without prejudice, a sole Firm or a consortium 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 any member of the consortium during or after the EOI process; (or)
 - Failure by the parties mentioned above to provide necessary and sufficient information required to be provided in the EOI; (or)
 - Where a party has already submitted an EOI as sole interested Firm and such party submits another EOI as a member of a consortium;(or)
 - Where a party has already submitted an EOI as a member of a consortium and such party submits another EOI either as a sole interested Firm or a member of another consortium. (or)
 - Parties convicted by a Court of law; (or)
 - 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.

SECTION – III SCOPE OF WORK

- 1.** In the past DCI has executed capital dredging and Reclamation works in Middle East and Far East Countries. DCI is looking for expanding its market base outside India in United Kingdom/ European countries. Since, DCI does not have its base in United Kingdom/ European countries, DCI is intending to have suitable Business Associates having suitable equipment, infrastructure and interest in associating with DCI, to explore dredging market and to execute the projects in association with DCI.

The proposed business associate in the respective country is expected to provide DCI with necessary data, requisite details for submitting the offers/ tenders and bids shall be submitted jointly by DCI and Business Associate or as a single entity by DCI and execute the projects jointly by DCI and Business Associate as per contract terms and conditions agreed with the client organization and other mutually agreed terms.

DCI plans to enter into MOU with potential companies meeting the qualification criteria for empanelment as Business associates in the respective country for Joint Participation/ executing the work on behalf of DCI, in upcoming projects and invited Expression of Interest.

AND whereas the potential firms meeting the eligibility criteria have indicated their willingness for empanelment as Business Associates of DCI and cooperate with respect to preparing and submitting the bids jointly to the Employer for the Project and in the event of a contract being awarded by the Employer, the Parties agree jointly to carry out and execute the Project in accordance with the terms and conditions of the Contract, to be entered into with the Employer.

2. PURPOSE OF BUSINESS ASSOCIATE

DCI and Business Associate agree to cooperate in the preparation and submission of the Joint Bid and joint execution in the event of the award of a Contract to the Parties, on terms accepted by each of the Parties in writing to perform the Contract, on the terms set out in this Agreement.

3. BID REPRESENTATIVES

For the purpose of executing the Contract, 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. Each party will authorise one representative for the purpose

(i.e. Bid representatives).

4. PARTICIPATING INTEREST/SHARING RATIO

This aspect will be mutually discussed between DCI and Business Associate based on the Experience, Availability of equipment, working capital and other parameters, for the part of the work and the sharing ratios will be mutually discussed and agreed between the parties for each work.

5. BID SUBMISSION/NEGOTIATIONS

The Bid Representatives shall sign and submit the Joint Bid and attend all negotiations with the Employer/ Client/ PMC on behalf in connection with the Joint Bid prior to the award of Contract.

6. 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).

7. Liability

The internal liabilities/ responsibilities of the Parties shall be as mutually discussed and agreed upon and a detailed agreement will be executed detailing the roles and responsibilities of each firm for each 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

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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.

8. DETAILED CONSORTIUM AGREEMENT

Upon submission of a Firm Price Bid, if necessary, the Parties will enter into a more detailed Consortium Agreement detailing management of the Consortium and the internal responsibilities and liabilities and other terms & conditions for executing the Contract.

9. ASSIGNMENT

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

10. RELATIONSHIP OF THE PARTIES

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

11. DURATION OF THE AGREEMENT

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.

12. 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.

13. NOTICES

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

14. PRE-AWARD EXPENSES

- 14.1 Each Party shall bear its own pre-award expenses unless it is mutually agreed otherwise.
- 14.2 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.

15. AMENDMENTS

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

16. TAXES

The Parties agree that:

- (i) 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 in the future.
- (ii) However the tax imposed on a Party and/ or on the Consortium in the performance of the Contract shall be a cost to the Consortium and to be borne by the Consortium.

17. 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, then such Party can be withdrawn from the Consortium on 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 and/ or deciding not to participate shall not participate in the Bid and the tender Submission either in its/ their own name or in association with any third party.

18. LANGUAGE

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

19. 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

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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.

20. GOVERNING LAWS/JURISDICTION:

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. Interested firms who possess the requisite credentials, infrastructure and experience and interest should clearly mention their interest for empanelment so as to examine their credentials 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 in United Kingdom or any other European country. DCI reserves the right to associate full/ part of the work with Business Associate for that particular country.

21. ARBITRATION

Should any dispute or difference arise between DCI Ltd and the selected firm in connection with this EOI, or as to the rights and liabilities of the parties hereto, it will be referred to Chairman and Managing Director, DCI whose decision shall be final and binding. The venue of the meetings will be at Visakhapatnam, and the courts at Visakhapatnam will have exclusive jurisdiction on all matters with reference to this EOI.

SECTION - IV GENERAL AND SPECIAL CONDITIONS OF CONTRACT

1. EOI shall be submitted in two Envelopes- **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 OF DCI IN UNITED KINGDOM/ EUROPEAN COUNTRIES – EOI NO. DCI/MKTG/BA-UK/621/2017 Dt. 26.10.2017"** along with the name of the Firm. EOI submitted in open covers shall be summarily rejected.
2. The prospective firms who wish to be empanelled in different countries may submit separate EOI applications for each country they wish to be empanelled duly enclosing empanelment fee of Rs. 5.00 Lakhs or equivalent in USD per each Country, with all annexures and supporting documents.
3. The EOI shall be sent so as to reach the address, date and time mentioned in Section-I. EOI received beyond specified time and date shall be summarily rejected. The Company shall not be in any way responsible for postal delays. The EOI will be opened at the time and place mentioned in Section-I. The EOI may be sent by post/ courier/ handed over personally to at the address mentioned in Section-I in closed cover as specified above.
4. All EOIs must be absolutely clear, failing which the same will not be considered.
5. 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.
6. 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.
7. The EOI should be valid for a period of 180 days (one hundred eighty days) from the date of opening.
8. 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 by 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.
9. Conditional EOIs and additional conditions of the Firms will not be considered.

DREDGING CORPORATION OF INDIA LIMITED
EMPANELMENT OF BUSINESS ASSOCIATES IN UNITED KINGDOM / EUROPEAN COUNTRIES

10. 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 committed breach.
11. All rules and regulations governing the Dredging Corporation of India Limited will be applicable.
12. Payments will be regulated as per the terms and conditions between DCI and the business associate and on receipt of corresponding payment from the employer.
13. Canvassing in connection with EOI is strictly prohibited and the EOI submitted by the Firms who resorts to canvassing are liable for rejection.
14. Notwithstanding anything stated elsewhere in this EOI document, DCI reserves the right to terminate the empanelment at any time by giving one month notice.
15. This empanelment of the Business associate is not transferable. The firms empaneled 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.
16. Any change in the constitution of the Firm shall not be permitted except with the clear written consent of the Corporation.

**DREDGING CORPORATION OF INDIA LIMITED
EMPANELMENT OF BUSINESS ASSOCIATES IN UNITED KINGDOM / EUROPEAN COUNTRIES**

ANNEXURE- 1

APPLICATION FORM

(To be forwarded on the letter head of the interested party/ each member of the consortium 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, India

In response to your Empanelment Notice dated 26.10.2017 we are forwarding the following information and documents for empanelment as a Business Associate **in the Country of _____**:

1.	Name of the company/ Firm	
2.	Full Address of Local office/ Branch with Phone No. and 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/ consortium (Certified Supporting documents like copy of partnership deed, agreement, Memorandum and articles of association etc. enclosed)	
5.	Valid Service tax / VAT Regn. No. (Certified Photocopy Enclosed)	
6.	Copy of PAN (Certified Copy enclosed)	
7.	Return of Income for the last 3 financial years attach	
8.	Audited Balance sheet for the last three years attach	
9.	Name of the Bank with full address (With banker's certificate showing credential of the company and Account No. with attesting the	

DREDGING CORPORATION OF INDIA LIMITED
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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 the criteria	As per section – II Clause 5
12.	Details of Rs. 5,00,000 (Rs. Five Lakh only) or equivalent in USD as empanelment fee (non refundable fee) in favour of DCI Ltd, Visakhapatnam	
13.	Assets and Facilitates Available in the country of interest	

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.
- C) No claim will be made on DCI Ltd regarding any loss/ damage due to this bid/ transaction.
- D) The decision of CMD, 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:

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, India

Sub: Invitation of Expression of Interest for Appointment of Business Associates in United Kingdom/ European countries.

Sir,

- 1) This is with reference to the 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:

- 1) _____
- 2) _____
- 3) _____ etc.

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

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- 5 We further certify that in regard to matters relating to security and integrity of the countries of India and United Kingdom/ European countries, 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.
- 8 The Statement of Legal Capacity, Request for Qualification as per formats indicated hereinafter, duly signed by us, satisfy the eligibility criteria are enclosed.

Yours faithfully,

Authorized Signatory
For & on behalf of the Party.

REQUEST FOR QUALIFICATION

(To be submitted in respect of interested party and in case of JV/consortium to be submitted by each 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 five years and the contact persons in the customer organizations along with their contact particulars. Also provide details, if any, of dredging works carried out for the central/ state governments and their organizations in last three years.
12. Copy of registration/ incorporation certificate.

**DREDGING CORPORATION OF INDIA LIMITED
EMPANELMENT OF BUSINESS ASSOCIATES IN UNITED KINGDOM / EUROPEAN COUNTRIES**

13. List of branches / offices

14. Contact Person(s):

- i) Name:
- ii) Designation:
- iii) Phone No.:
- iv) Mobile No.:
- v) Fax No.:
- vi) Email:

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.

UNDERTAKING

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

1. We shall enter into Agreement with Dredging Corporation of India Ltd, Visakhapatnam to work as Business Associate to work together/ on behalf of 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 of purchasing firm/ organization and DCI Ltd.
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/ consortium 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. enforce 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 EOI floated by DCI.
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

ANNEXURE- 5

**UNDERTAKING AS TO COMPLIANCE OF CONDITIONS AND NO
COUNTER CONDITIONS**

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

Dated _____

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

Sir,

Sub : EOI NO. DCI/MKTG/BA-UK/621/2017 Dt. 26.10.2017 – EOI FOR
EMPANELMENT OF BUSINESS ASSOCIATES IN UNITED KINGDOM/
EUROPEAN COUNTRIES- Reg.

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 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
EMPANELMENT OF BUSINESS ASSOCIATES IN UNITED KINGDOM / EUROPEAN COUNTRIES**

ANNEXURE- 6

DECLARATION ABOUT RELATIVES

Dated _____

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

Sir,

Sub : EOI NO. DCI/MKTG/BA-UK/621/2017 Dt. 26.10.2017 - EOI FOR
EMPANELMENT OF BUSINESS ASSOCIATES IN UNITED
KINGDOM/ EUROPEAN COUNTRIES - Reg.

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

Or

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

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

(Strike out /fill-in as applicable)

Thanking you,

Yours faithfully,

Place :

Date :

SIGNATURE OF THE FIRM WITH SEAL, NAME AND ADDRESS

UNDERTAKING ABOUT ILLEGAL GRATIFICATION

Sub : EOI NO. DCI/MKTG/BA-UK/2017 Dt. 26.10.2017 - EOI FOR
EMPANELMENT OF BUSINESS ASSOCIATES IN UNITED KINGDOM/
EUROPEAN COUNTRIES- Reg.

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
EMPANELMENT OF BUSINESS ASSOCIATES IN UNITED KINGDOM / EUROPEAN COUNTRIES**

ANNEXURE- 8

STATEMENT OF LEGAL CAPACITY

(To be forwarded on the letter head of the interested party submitting the EOI).

Reference No. _____

Date _____

To

The Head of the Department (Marketing)

Dredging Corporation of India Limited

"Dredge House", Port Area,

Visakhapatnam - 530 035, India

Phone +91 - 891 - 2871312

Fax -91 - 891 - 2560581

Email: vkpraviraj@dcil.co.in

**Sub: Expression of Interest (EOI) For Empanelment of Business
Associates in United Kingdom/ European Countries**

Sir,

This is with reference to the advertisement dated _____ inviting Expression of Interest (EOI) for Empanelment of Business Associates in United Kingdom/ European Countries.

We have read and understood the contents of the Invitation and the advertisement and pursuant to this hereby confirm that:

We satisfy the eligibility criteria laid out in the Invitation and the advertisement.

We have agreed that _____ (insert individual's name) will act as our representative on our behalf and has been duly authorized (vide board resolution dated **) to submit the EOI. Signatures of (insert individual's name) are attested herein below. Further, the authorized signatory is vested with requisite powers to furnish such letter and Request for Qualification and authenticate the same.

Yours faithfully,
For and on behalf of (party)

Authorized Signatory

Signatures of _____ (insert individual's name) Attested

Attested

Authorized Signatory

For and on behalf of (party)

Note: Strike off whichever clause is not applicable

*** Please attach a certified true copy of the extract of the relevant board resolution*

**DREDGING CORPORATION OF INDIA LIMITED
EMPANELMENT OF BUSINESS ASSOCIATES IN UNITED KINGDOM / EUROPEAN COUNTRIES**

ANNEXURE- 9

PROFORMA OF PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20____, between, on one hand, Dredging Corporation of India Limited, Visakhapatnam, India through Shri. V. K. Praviraj, HOD (Marketing) (hereinafter called the 'BUYER/ EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. _____, represented by Shri. _____, _____ **(Name of Person)**, _____ (Designation) (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the 'BUYER/ EMPLOYER' has invited _____ (*name of the work*) and the BIDDER/SELLER is submitting his bid for the same and WHEREAS the BIDDER is a Private Limited company/ Public Limited company/ Government undertaking/ Registered partnership firm constituted in accordance with the relevant law in the matter and the 'BUYER/EMPLOYER' is Dredging Corporation of India Limited.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

- (i) Enabling the BUYER/EMPLOYER to obtain the desired said stores/equipment/services/works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- (ii) Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the 'BUYER/ EMPLOYER' will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the 'BUYER/ EMPLOYER'

- 1.1 The 'BUYER/ EMPLOYER' undertakes that no official of the 'BUYER/EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The 'BUYER/ EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide

DREDGING CORPORATION OF INDIA LIMITED
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any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 1.3 All the officials of the 'BUYER/ EMPLOYER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'BUYER/ EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'BUYER/ EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'BUYER/ EMPLOYER' and such a person shall be debarred from further dealings related-to the contract process. In such a case while an enquiry is being conducted by the 'BUYER/ EMPLOYER' the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/ EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5* The BIDDER further confirms and declares to the 'BUYER/EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'BUYER/ EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'BUYER/ EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'BUYER/ EMPLOYER' or alternatively, if any relative of an officer of the 'BUYER/EMPLOYER' has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of EOI.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'BUYER/ EMPLOYER'.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the EOI process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the EOI process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the

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BIDDER) shall entitle the 'BUYER/ EMPLOYER' to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iii) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (iv) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (v) To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the 'BUYER/ EMPLOYER' resulting from such cancellation/ rescission and the 'BUYER/ EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vi) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the 'BUYER/ EMPLOYER'.
- (vii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) Forfeiture of Performance Guarantee in case of a decision by the 'BUYER/ EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The 'BUYER/ EMPLOYER' will be entitled to take all or any of the actions mentioned at para 6.1(i) to (ix) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the 'BUYER/ EMPLOYER' to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

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6. Fall Clause

- 7.1 The BIDDER undertakes that it has not performed/is not performing similar project at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar project was performed by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the 'BUYER/EMPLOYER', if the contract has already been concluded.

7. Independent Monitors

- 7.1 The 'BUYER/ EMPLOYER' has appointed the following Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- 1) Shri. M. Narayana Rao, Ex. CMD, MIDHANI
H No. 8-2-293/82/J/A-60, Journalist Colony
Jubilee Hills, Hyderabad-500033, India
Phone: 040-23115247/ 9989055569
 - 2) Shri. M. Sundara Ram, IRTS (Retd.)
203, Subh Nivas, 12-13-548
Street 14, Nagarjuna Nagar,
Tarnaka, Hyderabad-500017, India
Phone: 040-27153535/ 9701345950
- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/bidding, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER/EMPLOYER,
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER/EMPLOYER, including that provided by the BIDDER. The BIDDER 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 shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The BUYER/ EMPLOYER, 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 parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/ EMPLOYER within 8 to 10 weeks from the date of reference or intimation to

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him by the BUYER/ EMPLOYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER/ EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER/ EMPLOYER

10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. Validity

11.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 3 years or the complete execution of the contract to the satisfaction of the BUYER/ EMPLOYER and the BIDDER/SELLER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11.3 If the BIDDER is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

12. The parties hereby sign this Integrity Pact at _____ on _____

BUYER/ EMPLOYER

BIDDER.

Name of the Officer.
and Designation

Name of the Officer.
and Designation

Witness

Witness

1. _____

1. _____

2. _____

2. _____,

* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER/ EMPLOYER in regard to involvement of Indian agents of foreign bidders.