

DREDGING CORPORATION OF INDIA LIMITED

**“Dredge House”, H. B. Colony Main Road,
Seethammadhara, Visakhapatnam,
Andhra Pradesh- 530022
Telephone: +91-891-2871209
Email: hodmktg@dcil.co.in**



Expression of Interest

for

**“EMPANELMENT OF DREDGING FIRMS TO UNDERTAKE ECOLOGICAL /
ENVIRONMENTAL DREDGING WITH DCI”**

Dredging Corporation of India Limited
"Dredge House", H.B. Colony Main Road,
Seethammadhara, Visakhapatnam-530022, India

**NOTICE INVITING EXPRESSION OF INTEREST FOR
"EMPANELMENT OF DREDGING FIRMS TO UNDERTAKE ECOLOGICAL /
ENVIRONMENTAL DREDGING WITH DCI"**

1. Dredging Corporation of India (DCI) Limited, Visakhapatnam was formed during the year 1976 to promote Dredging, Land Reclamation, Beach nourishment 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 and Shipyards since its inception. Presently the dredging fleet consists of ten trailer suction hopper dredgers, one Cutter suction dredger, one Backhoe Dredger and one Inland Cutter Suction Dredger. DCI stands till date 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 is carrying out dredging projects at various ports as well as inland/shallow water/river dredging projects in India. Further, DCI is looking forward to participate/ secure for more Inland/ National Waterways works and also to venture in Ecological / Environmental dredging projects.
5. In this direction, DCI propose to Empanel Ecological / Environmental Dredging Contractors in India to take up the works in association with DCI through:
 - i. Supply of ecological or environmental dredging crafts / de-siltation / sludge management / segregation of sand / treatment equipment on wet lease basis.
 - ii. Working on back to back basis.
 - iii. Joint Venture/consortium/other suitable modes with DCI for Joint Execution.
6. In this pursuit, online Expression of Interest is invited in single stage single cover system (Technical) through Central Procurement Portal (CPP) from experienced and reputed firms. Interested firms have to submit their EOI applications through CPP Portal <https://eprocure.gov.in/eprocure/app>. The interested firm has to get themselves enrolled on the above portal and follow the procedure laid therein for submission of EOI. The complete EOI document shall be available on the CPP Portal - <https://eprocure.gov.in/eprocure/app> and website of "DCI"- <https://dredge-india.com>.
7. Interested firms are requested to go through and submit the EOI documents with all relevant technical documents and valid certificates of dredgers & equipment, etc. as per requisite tender conditions.

8. Empanelment criteria (Eligibility):

a. Incorporation/ Registration:

Bidders should be registered in India under the relevant acts/ rules as a company, a partnership firm or a proprietary firm, a Government/ Semi-Government/ Private/ Autonomous Body or JV / Consortium under an existing agreement (with Indian or foreign registered firms other than China & Pakistan) or with the intent to enter into such agreement supported by a Joint Bidding Agreement. Bidders that are government owned entity in the Employer's country may participate only if they can establish that they (i) operate under commercial law and (ii) are not dependent agencies of the Ministry of Ports, Shipping and Waterways. In case of JV/ Consortium, lead partner must be the Indian registered firm.

b. Experience / Financial Criteria:

Bidder/ Applicant shall have at least 7 years of experience in execution of ecological / environmental dredging / de-siltation / cleaning of contaminant soils, etc. in ports, maritime organizations, rivers, reservoirs, lakes, backwaters, water bodies, etc. (or) Operation and Management of ecological / environmental dredgers and allied equipment / de-silting plants for carrying out dredging works on rivers, sea, lakes, backwaters, Ports & Inland waterways, shallow waters, water bodies, etc."

Firm shall fulfill the below experience / financial criteria so as to empanel for a particular category:

| Category | Value of work | Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:- | | | Average Annual financial turnover during the last 3 years, ending 31 st March of the previous financial year |
|----------|---------------|--|--------------------------------|----------------------------------|---|
| | | One work not less than | Two works (each not less than) | Three works (each not less than) | |
| A | Upto 50 Cr | INR 40 Cr | INR 25 Cr | INR 20 Cr | INR 15 Cr |
| B | Upto 100 Cr | INR 80 Cr | INR 50 Cr | INR 40 Cr | INR 30 Cr |
| C | Upto 150 Cr | INR 120 Cr | INR 75 Cr | INR 60 Cr | INR 45 Cr |

Contractor has to fulfill the criteria for either of one work or two works or three works as specified above.

In support of experience, bidders shall submit original notarized copies of work completion certificates alongwith corresponding work orders/ contract agreement from clients. Firm shall submit original Turnover statement duly certified by Chartered Account in support of financial criteria. Also, firm shall submit notarized documents of Balance sheets and Profit & Loss Account statements for the respective period alongwith EOI application.

c. Equipment criteria:

The Firm/ JV/ Consortium shall be in possession by Ownership of at least two amphibious Dredgers or de-siltation plants with necessary ancillaries for operation.

Note: Firm/ Party should submit copies of registration certificate, certificate of survey, plying permissions, seaworthiness certificate, certificate of insurance, crew list, technical specifications of the dredger/ craft/ equipment, etc.

- d. Applicant should not have been blacklisted/ debarred by Government /Semi-Govt./ PSU Organization in India and/or **country of Registration** during last 03 years. An undertaking in this regard shall be submitted by the applicant for self and its authorized partner, if any.

Note: In case of JV, cumulative of all the JV members criteria shall be taken into consideration for Eligibility criteria. Maximum three members, Lead partner shall be Indian firm/ company and shall have at least 51%. Party can submit bid/ application either as sole entity or as part of JV/ Consortium. In case party submits multiple applications, all such applications shall be rejected.

CVC and other Govt. guidelines will be followed for qualification/ shortlisting depending on the value of works in consideration. Hence, Applicants are advised to submit their highest valued and diverse works.

9. The purpose of the EOI is to shortlist Interested parties/ firms to work in association with DCI for undertaking works of Ecological / Environmental Dredging Projects either through Wet lease of equipment or working on back to back basis or Joint Venture/ consortium/ other suitable modes for Joint execution with DCI. The shortlisted parties/ firms will be empaneled with DCI and will be invited for short tenders/ submission during the requirement stage.

Note: In case of JV/ Consortium/ other suitable modes of Joint Execution with DCI, the Empaneled party should not participate for the same work either in individual capacity or as part of JV/ Consortium with any other firms.

10. In case of Addendum, Corrigendum and any modification, Dredging Corporation of India Limited shall notify the same only through online portal <https://eprocure.gov.in/eprocure/app> or DCI website <https://dredge-india.com>. Interested parties are advised to check the website regularly till the date of submission for corrigenda/ addenda if any, which will be published only in the above websites.

11. The e-tender portal charges / registration charges / transaction charges / annual milestone charges or any applicable charges till completion of the empanelment shall be borne by the respective successful / unsuccessful applicant / bidder.

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 on overall disputes arising under, pursuant to and/ or in connection with the EOI process.

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

14. DCI reserves the right to accept or reject any or all EOIs or annul this process without assigning any reason and liability whatsoever and to re-invite EOI at its sole discretion.

15. DCI reserve to empanel multiple parties at the same time to any category (A or B or C).

16. This EOI document is neither an agreement nor an offer by Dredging Corporation of India Limited (DCI) to the prospective Bidders or any other person. The purpose of this EOI is to provide information to the interested parties that may be useful to them in the formulation of their Application/ Bid pursuant to this Tender.

17. This EOI is only intended for interested parties and the interested firm shall bear all costs associated with the preparation and submission of the EOI and for further process. DCI shall not, under any circumstances, be responsible or liable for any such costs, whether direct, incidental or consequential.

18. The bidder has to upload all the supporting documents towards technical qualifications in the online portal <https://eprocure.gov.in/eprocure/app> as per due dates mentioned below:

| Sl.No. | Description | Remarks |
|--------|----------------------------------|---|
| 1 | Date of issue of EOI | From 18.03.2024 upto 1500 hrs on 18.04.2024 |
| 2 | Date of submission of Queries | On or before 28.03.2024 |
| 3 | Date of hosting of clarification | On or before 04.04.2024 |
| 4 | Date of submission of EOI | 18.04.2024 upto 1500 hrs |
| 5 | Date of Opening of Technical Bid | 18.04.2024 upto 1530 hrs |

General Manager (Business Development)
Dredging Corporation of India Limited

**DREDGING CORPORATION OF INDIA LIMITED
VISAKHAPATNAM**

INSTRUCTIONS TO BIDDERS & TERMS OF REFERENCE

1. Submission of EOI:

- 1.1 All interested parties are required to submit an Expression of Interest (“EOI”), which shall comprises of:
- i. EOI document fee of Rs 5,900.00 (Rupees Five thousand and Nine Hundred only) (including 18%GST) (non-refundable) by way of RTGS or similar transaction to the DCI Bank A/c. No. 3583307 000014, CURRENT ACCOUNT, CANARA BANK, DCIL Branch, Visakhapatnam IFSC Code: CNRB0013583. Copy of the transaction details to be submitted with the EOI application, without which the application shall not be considered for evaluation.
 - ii. Registration details of the company/ firm/ party/ organization/ JV.
 - iii. Documentary evidence of owning dredgers, owning / hiring the Equipment and current status of the equipment – i.e. ecological or environmental dredging crafts, de-siltation / sludge management / segregation of sand / treatment equipment, etc. (Proof of Ownership, Registration details, production details, proof of insurance, etc., and in case of hiring equipment agreement with owner / parent company to be submitted).
 - iv. Documentary evidence for the Turnover for the last three financial years and Net worth details.
 - v. Documentary evidence for fulfillment of the eligibility criteria mentioned under Cl. No. 8 of NIT.
 - vi. Details of available Manpower/ key personnel.
 - vii. Other documents like PF registration & ESI registration, GST certificates, PAN, Income tax return certificates, etc. or related documents from the Countries of Registration.
 - viii. Complete EOI document duly signed by the authorized signatory (alongwith addendum, corrigendum, etc.)
 - ix. Duly signed Integrity pact on company / JV letterhead.
 - x. Notarized Power of Attorney in the name of Authorized signatory submitting the EOI application.
 - xi. All annexures duly filled and signed.
 - xii. Company profile and presentation with the EOI.
 - xiii. ISO/ISM certificates, if any

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All the above documents duly filled in, enclosing all necessary documents and signed & stamped by the authorised representative of the firm shall be uploaded in the procurement portal.

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

2. Brief EOI Process:

Pre-Empanelment Process:

- 2.1 DCI invites EOI from interested parties
- 2.2 The EOI submitted by the Applicants shall be evaluated by the Evaluation Committee of DCI. The said Committee will examine the EOI proposals/ documents to determine whether they are complete, whether the documents have been properly signed, stamped and whether the EOI documents are generally in order.
- 2.3 EOI Applications shall be shortlisted and **Empanelled** with DCI. DCI will issue an Empanelment letter to the firms in this regard. **This letter shall not be used as credential for submission to any third party (ies) without written approval of DCI.** The said empanelment will be for a period of 3 years, thereafter extension shall be for maximum one more year depending on requirement of DCI & performance of firms and mutual agreement. The Empanelment can be terminated by either party by giving 3 months' notice, however, the works/ tenders already underway/ submitted shall survive such termination of the Empanelment.
- 2.4 Whenever requirement arises, depending on the value of work, DCI will send for "short tenders/ submissions with detailed T & C" from the Empaneled firms fulfilling qualification criteria of particular work / category(ies) (Turnover, Work Experience, Equipment etc.), either for
- i. wet leasing of equipment or
 - ii. working on back to back basis or
 - iii. Joint Venture/consortium/other suitable modes for Joint execution with DCI or any other mode as deemed fit.
- 2.5 In addition to the above, the bid capacity of the empanelled firm shall be verified as per the below formula:

Bid Capacity = $[(A \cdot N^{1.5}) - B]$, where

A = Maximum value of works executed in any one year during the last five years (updated to the current price level), in INR

B = Value at current price level of the existing commitments and ongoing works to be completed during the period of completion of work for which the bids have been invited

N = No. of years prescribed for completion of works for which bids are invited (i.e. 1).

Empanelled firms shall submit filled in Formula for the bid capacity while submitting their commercial offer for a particular work.

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- 2.6 Interested parties who fulfill the requirements of short tenders/ submissions and quoting L1 rates may be invited for further negotiations/ finalization of detailed terms.
- 2.7 DCI and finalized party(ies) will enter into a suitable Pre-contract agreement, Post Contract agreements, lease agreements of dredgers/ equipment, etc. as per requirements of intended/ secured work. Such Party shall submit requirements like Bid Security, Performance Security, Bank Guarantees, etc. to DCI for their part of works as necessary whose details will be given alongwith the short tenders/ submissions.
- 2.8 Dredging Corporation of India Limited reserves the right to withdraw from the process or any part thereof without assigning any reason whatsoever. No liability whatsoever shall be accrue to DCI in such event.
- 2.9 Bidders/ Applicants to note that, DCI at its discretion may invite EOI from time to time for empanelment of more firms.

3. Other Terms & Conditions:

- 3.1 Either party shall be solely responsible for and ensure the payment of all taxes, levies, imposts, cesses, duties and other forms of taxation, including goods and services tax, income tax, work contract tax, Labour welfare cess, octroi, entry tax, corporation profits tax, advance corporation tax, capital gains tax, residential and property tax, customs and other import and export duties, excise duties, stamp duty and any interest, surcharge, penalty or fine in connection therewith, imposed and/or levied in relation to the services provided under the Pre/ Post/ lease/charter Contract Agreement, which are payable by the Parties under Applicable Laws.
- 3.2 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.
- 3.3 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 as deemed necessary at its sole discretion online at websites <https://eprocure.gov.in/eprocure/app> and www.dredge-india.com.
4. 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.
5. 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.
6. EOI applications/ bids shall be valid for a period of 180 days from the date of opening of bids, same shall be extended suitably upon request of DCI.

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7. Disqualification:

- 7.1 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.
- 7.2 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:
- i. Misrepresentation by the potential Firm; (or)
 - ii. Failure by the Firm to provide necessary and sufficient information required to be provided in the EOI; (or)
 - iii. Firm convicted by a Court of law;
 - iv. Firm against whom any adverse order has been passed by a regulatory authority that casts a doubt on the ability of the Firm to manage large works;
 - v. Any suppression and non-disclosure of material facts by the Firm/ Party.

8. 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/ application. 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-4. The addresses of the same are:

1. Sri. P.K. Dash,
Near Laharpur Dam,
Bhopal – 462043,
Mob: 9425011441
E-mail: pkdash81@gmail.com
2. Sri. Kishore Kumar Sansi,
B-301, Badhwar Apartments,
Sector-6, Plot No.3, Dwarka,
West Delhi – 110075,
Mob: 9686009000
E-mail: kishoresansi@hotmail.com

For full details of the scheme of IP, Bidders/ Applicants may visit the website of Central Vigilance Commission, New Delhi, India.

Signatories to the Integrity Pact with regard to this contract can represent a matter with regard to the contract to the Independent External Monitors (IEMs) under the Integrity Pact Provisions. Firms signing the Integrity Pact shall not approach for Negotiation/ Conciliation/ Arbitration/ Adjudication while representing matters to the IEMs and the firm will await their decision in the matter.

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9. Settlement of Disputes

In case of dispute between DCI and the contractor for contract up to Rs .10 Crores, the issue will be referred to Managing Director (MD), Dredging Corporation of India Limited and the decision of MD, DCI shall be final, conclusive and binding on all the parties and the contract upon all question relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of workmanship, or materials used on the work or any matter arising out or relating to the specifications and instructions concerning the works or the execution or failure to execute the same arising during the course of work. The above shall not be subjected to arbitration and in the no case shall the works be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor strictly in accordance with the instructions of MD.

Any dispute or difference arises between the DCI and the contractor in connection with the contract or as to the rights and liabilities of the parties hereto, other than those referred to above or on matters which are stated to be final and binding on the contractor shall be referred to the arbitration by a sole arbitrator, as per the provisions of the Arbitration and Conciliation Act 1996 and the award of the sole Arbitrator shall be final and binding upon the parties hereto, subject to the provision of the Arbitration and Conciliation Act 1996

The arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modifications or re-enactment thereof. The venue or the Arbitration shall be Visakhapatnam and the courts at Visakhapatnam shall have exclusive jurisdiction on all the matters with reference to this contract.

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. The arbitration costs shall be borne equally by the parties unless the settlement agreement provides for a different apportionment. All other expenses incurred by a party shall be borne by that party. The venue/seat of Arbitration shall be Visakhapatnam and language shall be English. Arbitrator is prohibited from awarding any interest for the pre-reference period and pendent elite.

Notwithstanding any reference to arbitration herein, the firm/ contractor shall continue to perform its obligations under the Contract unless agreed otherwise;

10. Language of EOI:

The application/ bids, as well as correspondence and documents relating to the EOI, shall be in English only. If any supporting document submitted or in any language other than English, translation of the same in English language is to be duly attested by the bidders. For purpose of interpretation of the bid, the English translation shall govern if any documentary evidence for "Experience" is in other languages, a true translation of the copy attested by notary shall be enclosed.

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Annexure- 1

EXPRESSION LETTER

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

Reference No. _____

Date _____

To
General Manager (BD)
Dredging Corporation of India Ltd
Dredge House, H.B.Colony Main Road,
Seethammadhara
Visakhapatnam-530 022
Phone +91 – 891 – 2871209
Email: hodmktg@dcil.co.in

Sir,

Sub: Expression of Interest for Empanelment of dredging firms to undertake Ecological / Environmental Dredging with DCI

Ref:

- 1) This is with reference to the Notice Inviting EOI No. _____ dated _____ inviting Expression of Interest for _____. In this regard, we confirm that, we have read and understood the contents of the Invitation of Expression of Interest (Invitation) and are desirous to associate with DCI, and for this purpose:
- 2) We propose to submit our Eol in individual capacity as _____ (insert name)
- 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 DCI 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.

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- 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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Annexure- 2

COMPLIANCE OF CONDITIONS AND NO COUNTER CONDITIONS

(On Letterhead)

Dated _____

To
General Manager (BD)
Dredging Corporation of India Ltd
Dredge House, H.B.Colony Main Road,
Seethammadhara
Visakhapatnam-530 022
Phone +91 – 891 – 2871209
Email: hodmktg@dcil.co.in

Sir,

**Sub: Expression of Interest for Empanelment of dredging firms to undertake
Ecological / Environmental Dredging with DCI**

Ref:

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

Thanking you,

Yours faithfully,

Place:

Date:

SIGNATURE OF THE FIRM WITH SEAL, NAME AND ADDRESS

**DREDGING CORPORATION OF INDIA LIMITED
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Annexure- 3

DECLARATION ABOUT RELATIVES

Reference No. _____

Date _____

To
General Manager (BD)
Dredging Corporation of India Ltd.
Dredge House, H.B. Colony Main Road,
Seethammadhara
Visakhapatnam-530 022.
Phone +91 – 891 – 2871209
Email: hodmktg@dcil.co.in

Sir,

**Sub: Expression of Interest for Empanelment of dredging firms to undertake
Ecological / Environmental Dredging with DCI**

Ref: NIEOI No. _____

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,

SIGNATURE OF THE FIRM WITH SEAL, NAME AND ADDRESS

Place :

Date :

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Annexure- 4

UNDERTAKING ABOUT ILLEGAL GRATIFICATION

Reference No. _____

Date _____

To

**General Manager (BD)
Dredging Corporation of India Ltd
Dredge House, H.B. Colony Main Road,
Seethammadhara
Visakhapatnam-530 022.
Phone +91 – 891 – 2871209
Email: hodmktg@dcil.co.in**

**Sub: Expression of Interest for Empanelment of dredging firms to undertake
Ecological / Environmental Dredging with DCI**

Ref :

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 undertake 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

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Annexure- 5

INTEGRITY PACT

{To be submitted on company letter head duly signed & stamped (while submitting EOI), and to be signed & stamped on Rs.100/- non-judicial stamp paper (while signing Pre-Contract Agreement by the successful bidder) in two sets}

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

And

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

Preamble:

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

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

Section 1 - Commitments of the Principal

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

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

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

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

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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

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

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

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

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

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

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

Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of 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.

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Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

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

Section 6: Equal treatment to all Bidders/Contractors/Subcontractors.

1. The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment 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).

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer (CVO).

Section 8: Independent External Monitor/ Monitors

1. The Principal appoints competent and credible Independent External Monitors(IEMs) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, DCIL.
3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid

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interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties Offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairman, DCIL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit Proposals for correcting problematic situations.

7. Monitor shall be entitled to compensation on the same terms as being extended to/ provided to Independent Directors on the DCIL Board.

8. If the Monitor has reported to the Chairman DCIL, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman DCIL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

The following are Independent External Monitor (IEMs):

| | |
|---|---|
| 1. Sri P.K.Dash, Near Laharpur Dam, Bhopal – 462043, Mob: 9425011441 E-mail: pkdash81@gmail.com | 2. Sri. Kishore Kumar Sansi, B-301, Badhwar Apartments, Sector-6, Plot No.3, Dwarka, West Delhi – 110075, Mob: 9686009000 e-mail: kishoresansi@hotmail.com |
|---|---|

Section 9 - Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 08 months after the last payment under the contract, and for all other Bidders 08months from the date of signing MOU.

If any claim is made /lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Chairman of DCIL.

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Section 10 - Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turnout to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like warranty/ Guarantee etc. shall be outside the purview of Monitors.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)

(Office Seal)

Place _____

Date _____

Witness 1:
(Name & Address)

Witness2:
(Name & Address)

(For & On behalf of Bidder/Contractor)

(Office Seal)

Witness 1:
(Name & Address)

Witness2:
(Name & Address)

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.1 There shall be compulsory registration of Indian agents of foreign suppliers for all Tenders. An agent who is not registered with DCI shall apply for registration in the prescribed Application Form.

1.2 Registered agents will file an authenticated Photostat copy (duly attested by a Notary Public) / Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission / remuneration / salary / retainership being paid by the principal to the agent before the placement of order by DCI.

1.3 Wherever the Indian representatives have communicated on behalf of their principals and foreign parties have stated that they are not paying any commission to the Indian agents and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

1.4 DISCLOSURE OF PARTICULARS OF AGENTS / REPRESENTATIVES IN INDIA, IF ANY.

2.1 Bidders of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents / representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent / representative be a foreign Company, it is to be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission / remuneration included in the quoted price(s) for such agents / representatives in India.

2.1.3 Confirmation of the Bidder that the commission / remuneration if any, payable to his agents / representatives in India, is to be paid by DCI in Indian Rupees only.

2.2 Bidders of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agent of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents / representatives.

2.2.2 The amount of commission / remuneration included in the price (s) quoted by the bidder for himself.

2.2.3 Confirmation of the foreign principals of the Bidder that the commission / remuneration, if any, reserved for the Bidder in the quoted price (s), is paid by DCI in India in equivalent Indian Rupees.

2.3 In either case, the event of contract materializing, the terms of payment will provide for payment of the commission / remuneration, if any payable to the agents / representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

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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.

Details of Dredgers

(To be filled by the Bidder for each dredger separately)

1. Name of the Owner:
2. Name of the Dredger:
3. Ownership /Registration certificate attached:
4. Builder's name and Address:
5. Year of built:
6. Main dimensions:
 - (a) Length (in mtr):
 - (b) Breadth (in mtr):
 - (c) Depth (in mtr):
 - (d) Draft (in mtr):
7. Standard dredging depth (in mtr):
8. Total installed power (KW):
9. Suction pipe diameter (in mm):
10. Discharge pipe diameter (in mm):
11. Maximum pumping distance through pipeline by dredger on its own (in mtr):
12. Cutter power (KW):
13. Bucket capacity (Cum):
14. Minimum pump output in cum of in-situ solids per hour for coarse sand and clay:
15. Communication system held in operational condition on board:
16. LSA (Life Saving Appliances) & FFA (Fire Fighting Appliances):
17. Place where the dredger is presently available:

NOTE: *The Dredgers that are owned by the participating Firm and currently under possession & registered with the same firm will be considered for evaluation & qualification purpose under eligibility criteria. Details of the proposed owned dredgers to be provided alongwith all certificates & other documents pertaining to respective dredger for information & evaluation purpose.*

DETAILS OF OTHER EQUIPMENT

Details of the following shall also to be submitted: (With Major Specifications details)

- i. Tugs**
 - ii. Barges**
 - iii. Boats**
 - iv. House boats**
 - v. Pipeline (Shore & Floating)**
 - vi. Survey Launches**
 - vii. Survey Equipment**
 - viii. Pontoons and**
 - ix. other ancillary crafts/ equipment available with the party.**
- 1. Bidder may submit the list of above with necessary details/ documentary evidence of ownership/ hiring for the same.**
 - 2. Bidders are advised to submit details of all the equipment available with the firm/ party.**

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Annexure- 8

| FORM FOR CUSTOMER CODE CREATION/CHANGES IN ERP | | | |
|--|--|---|-------------|
| <u>1.0 VENDOR DETAILS:</u> | | | |
| | | | |
| Name of the Vendor | | * | Vendor Code |
| Address (including PIN code) | | | |
| Mobile Number | | Email ID | - |
| <u>2.0 Taxation and Other Registration Details : (Supporting copies needs to be attached)</u> | | | |
| PAN No. | | GSTIN | |
| Type of Customer | Registered / Unregistered / Composite Dealer (Tick whichever is applicable) | | |
| Note: In case vendor does not provide PAN, TDS @ 20% will be deducted | | | |
| <u>3.0 Bank Details : (Copy of cancelled cheque needs to be attached)</u> | | | |
| Bank Name, Branch & City | | | |
| Bank Account Number | | IFSC Code | |
| <u>4.0 PURPOSE FOR WHICH VENDOR CODE IS REQUIRED TO BE CREATED/MODIFIED IN ERP</u> | | | |
| | | | |
| Recommended by (Person requesting for creating/modification of the Vendor Code) | Approved by (Concerned Section HOD) | Remarks if any | |
| Name : | | | |
| Signature : | | | |
| Date | | | |
| Created by (in ERP) (AM-F) | Approved by (JGM - IT) | Approved by (in ERP) (JGM - F) | |
| Name : | | | |
| Signature : | | | |
| Date | | | |