

DCI/MKTG/Sand/723/2019

10.04.2019

**Dredging Corporation of India Limited
Visakhapatnam**

Sub: Invitation for Expression of Interest for Empanelment with DCI for supply of sand – Corrigendum 1- reg.

Ref: EOI invited vide Ref No. DCI/MKTG/Sand/723/2018 14.03.2019

Reference is invited to the Tender invited by DCI vide NIT Dt. 14.03.2019. Further to Pre bid meeting held at DCI head office on 28.03.2019, the following shall be construed as part of EOI document:

1. In Case of JV/ Consortium:
 - a. Lead partner shall fill and submit Annexure 1 to 9 on behalf of "JV/ Consortium". However, Details of each firm to be provided along with the details of JV/ Consortium wherever required.
 - b. If Lead member is a foreign firm and wish to Authorize Indian Firm for representing him on his behalf, he must submit notarized Power of attorney executed in the country of Lead partner for doing so."
 - c. Notarized Power of attorney/ Letter of authority for each firm's representatives signing the JV/ Consortium Agreement shall be submitted. Such Power of attorney for each representative shall be executed in the country of Origin of the firm.
 - d. The JV/ Consortium agreement shall be executed on Indian Stamp paper.
2. Indian Stamp papers shall be used for executing annexure(s) as per requirement.
3. Power of attorney/ Board resolution submitted with EOI application for representing the firm(s) shall be duly notarized.
4. In the clause 1.g. of Scope of work, Section III Special Conditions The wording "**Export/ Shipping out the same to end user**" shall be read as "**Transport the same to end user**"
5. Indian Law will be applicable for this EOI.
6. Bidder's attention is invited to the fact that "Sand Requirement specified in the EOI is for Natural Sand confirming to IS 383 and other specifications detailed in the EOI Document".
7. The Due date of submission of EOI has been extended till 1500 hours on 25.04.2019. The EOI shall be opened on the same day at 1530 Hours.

All other terms and Conditions remain unaltered. Bidders are advised to visit tender websites regularly till the due date of submission of bid.

HOD (MKTG)



**DREDGING CORPORATION OF INDIA LIMITED
VISAKHAPATNAM**

**INVITATION FOR
EXPRESSION OF INTEREST FOR
EMPANELMENT WITH DCI FOR SUPPLY OF SAND**

LAST DATE OF RECEIPT OF EOI DOCUMENTS - 11.04.2019 @ 1500 HRS
DATE OF OPENING OF EOI PROPOSALS - 11.04.2019 @ 1530 HRS

Dredging Corporation of India Limited
"Dredge House", Port area, Visakhapatnam-530001, A.P., India
Phone: +91 891 2871312, Fax: +91 891 2791802

**EXPRESSION OF INTEREST FOR
ENTERING INTO MoU WITH DCI FOR SUPPLYING SAND**

Sub: **Expression of Interest for Empanelment with DCI for Supply of Sand**

1. DCI was formed during the year 1976 to promote Dredging, Land Reclamation, Beach Nourishments and Marine services to Major ports, Minor ports, Navy and other Maritime organizations. The Corporate office 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 formation. Presently the dredging fleet consists of 11 Trailer suction hopper dredgers, 2 Cutter suction dredgers, 1 Inland Cutter suction dredger and 1 Backhoe Dredger. Trailer Suction hopper dredgers and cutter suction dredgers are capable of dredging up to 25 mtr 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.
4. This Invitation ("Invitation") has been prepared to enable potentially interested Firms from India or Abroad to submit their Expression of Interest ("EOI").
5. DCI is intending to empanel suitable Firms for supply of sand for various construction activities of National Highway Authority of India (NHAI)/ its concessionaries/ Contractors.
6. DCI plans to enter into MoU with the suitable Firms for supply of sand. In this direction, DCI invites "Expression of Interest for Empanelment with DCI for supply of Sand".
8. In this connection, sealed EOI covers are invited from reputed Firms 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.

10. 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.

11. 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 and www.eprocure.gov.in. Interested Firms are advised to check the website regularly for corrigenda/ addenda if any, which will be published only in the website.

12. 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 shall also be accepted.

13. 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

HOD (Marketing)

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

TABLE OF CONTENTS

SECTION- I	NOTICE INVITING EOI	Page 5 to 7
SECTION- II	SUBMISSION OF EOI & ELIGIBILITY CRITERIA	Page 8 to 14
SECTION- III	SPECIAL CONDITIONS	Page 15 to 18
SECTION- IV	GENERAL CONDITIONS	Page 19 to 21
ANNEXURE-1	APPLICATION FORM	Page 22 to 23
ANNEXURE-2	EXPRESSION LETTER	Page 24 to 25
ANNEXURE-3	REQUEST FOR QUALIFICATION	Page 26 to 27
ANNEXURE-4	UNDERTAKING	Page 28
ANNEXURE-5	COMPLIANCE TO CONDITIONS OF EOI	Page 29
ANNEXURE-6	DECLARATION ABOUT RELATIVES	Page 30
ANNEXURE-7	DECLARATION ABOUT ILLEGAL GRATIFICATION	Page 31
ANNEXURE-8	DECLARATION ABOUT BUSINESS DEALINGS WITH NHAI/ CONCESSIONARIES/ CONTRACTORS	Page 32
ANNEXURE-9	INTEGRITY PACT	Page 33 to 49

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

SECTION - I NOTICE INVITING EXPRESSION OF INTEREST

I	Name of Work	Expression of Interest for Empanelment with DCI for Supply of Sand as required for Construction works.
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 1.5
IV	Area of Operation from where sand can be supplied.	<p>1. India</p> <p><u>South East Asia & Far East Asia - Key countries include:</u></p> <p>2. Singapore</p> <p>3. Malaysia</p> <p>4. Hong Kong</p> <p>5. Thailand</p> <p>6. Indonesia</p> <p>7. Taiwan</p> <p>8. Philippines</p> <p>9. Sri Lanka</p> <p>10. Bangladesh</p> <p>11. Myanmar</p> <p><u>Middle East Asia - Key countries include</u></p> <p>12. UAE</p> <p>13. Israel</p> <p>14. Bahrain</p> <p>15. Oman</p> <p>16. Qatar</p> <p>17. Saudi Arabia</p> <p>18. Kuwait</p>
V	Cost of EOI document	<p>Rs 5,000.00 (Rupees Five Thousand only) or equivalent in USD; non refundable by way of DD/ RTGS (online payment) from Nationalized Bank drawn in favour of Dredging Corporation of India Ltd, payable at Visakhapatnam. Cost of document to be submitted in a separate envelope and marked as Cover –A.</p> <p>In case of RTGS payment, documentary evidence to be submitted with the bid.</p>
VI	Empanelment fee	Rs. 1,00,000.00 (Rupees One Lakh only) or equivalent in USD; non refundable by way of DD/NEFT/ RTGS

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

		<p>(online payment) from Nationalized Bank drawn in favour of Dredging Corporation of India Ltd, payable at Visakhapatnam. Empanelment fee to be submitted in a separate envelope and marked as Cover –A.</p> <p>In case of RTGS payment, documentary evidence to be submitted with the bid.</p> <p>The empanelment fee of the unsuccessful Firms will be refunded on completion of the empanelment process.</p>
VII	Obtaining EOI documents	The EOI documents can be downloaded from the below mentioned websites.
VIII	Websites hosting EOI & further correspondence	www.dredge-india.com www.eprocure.gov.in
IX	Period of Issue of EOI Documents/ downloading from website	From 14.03.2019 to 11.04.2019 up to 1500 hours
X	Last date for Receipt of EOI	Up to 1500 hrs. On 11.04.2019
XI	Address to which EOI documents should be sent	HOD (Marketing) Marketing Department Dredging Corporation of India Limited Dredge House, Port Area Visakhapatnam – 530001 Andhra Pradesh, India Email: hodmktg@dcil.co.in
XII	Date & Time of Opening of Technical Bids	1530 hrs on 11.04.2019 in the presence of such Firms/ their Authorized representatives who wish to present at Head Office- DCI, Visakhapatnam.
XIII	Pre-bid queries / clarifications	Pre Bid Queries shall be sent on or before 25.03.2019. DCI will make efforts to issue the clarifications as soon as practicable online through websites at Sl. No. VIII. However, DCI reserves the right, in their sole discretion, not to respond to any questions raised or provide clarifications sought, if considered inappropriate or prejudicial to do so. Queries can be send to the following email id: hodmktg@dcil.co.in
XIV	Pre-bid meeting	28.03.2019 at 11.00 hrs

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

	date & venue	Venue: DCI Head office, Port Area, Visakhapatnam, A.P., India.
XV	Addendum etc.	Addendum, modification, change of last date, if any etc., will be uploaded on the web-site only. Interested Firms are requested to verify the website before submitting the EOIs
XVI	DCI bank account Details for online payments	<p>DREDGING CORPORATION OF INDIA LIMITED, "DREDGE HOUSE", PORT AREA, VISAKHAPATNAM-530001</p> <p>CURRENT ACCOUNT: 35833070000014</p> <p>SYNDICATE BANK, DCI LIMITED BRANCH, DREDGE HOUSE, PORT AREA, VISAKHAPATNAM - 530001</p> <p>MICR code: 530025003</p> <p>IFSC Code: SYNB0003583</p> <p>SWIFT Code: SYNBINBB032</p>

Note: -

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

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**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

SECTION: II SUBMISSION OF EOI AND ELIGIBILITY CRITERIA

1. SUBMISSION OF EXPRESSION OF INTEREST

1.1. Introduction

- 1.1.1 Dredging Corporation of India Limited, (“DCI” or the “Company”) is premier dredging company in India. DCI intends to invite reputed Firms in the field of Sand mining/ Sand extraction/ Sand supplying/ Selling of sand for Supplying Sand in India. The sand can be arranged from the countries mentioned at Section I, Sl. No. IV. Firms outside India can also participate in this EOI for supply of sand from their respective countries.
- 1.1.2 NHAI (National Highways Authority of India) is executing Mega road projects and bridges, and other construction projects across India. Due to shortage of construction material like sand, NHAI is exploring various options of obtaining the sand for developmental activities.
- 1.1.3 DCI has signed an MoU with NHAI and has agreed to supply the required sand to NHAI or their Authorized contractors or any other user organizations for construction activities by acquiring the sand from India and as well as from outside India.
- 1.1.4 In this connection, DCI is looking towards reputed Firms who are in supply of sand to meet the demand in Indian construction activities. In this regard, an Invitation/ EOI has been prepared to enable to empanel potentially interested Firms with DCI who are in the subject business and meeting the qualification criteria and to submit their Expression of Interest (“Eoi”).
- 1.1.5 For those empanelled Firms, DCI shall facilitate the sale of sand with the assistance of NHAI to the prospective buyers/ Contractors in India, if it confirms to the specified quality standards. DCI along with NHAI will host the information like available sand stock/quantity, quality, locations and rates on NHAI portal.
- 1.1.6 For the purposes of this Transaction, the potential Firms shall ascertain the applicability of all Indian laws and Local laws in the countries mentioned at Section I, Sl. No. IV (applicable as per the said Firm’s interest of country) and ensure compliance with the same.

1.2. Advertisement Inviting Eoi

An advertisement has been issued online inviting interested Firms to submit their Eoi for Empanelment with DCI for supply of Sand in India.

Expression of Interest for Entering into MoU with DCI For Supply of Sand

1.3. The Process

1.3.1. This is the first stage in the process of Empanelment. In this stage, all interested Firms 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

Firms need to specifically mention the countries of interest in their EoI.

Special Conditions

General Conditions

Application Form with documents to be submitted

Expression Letter

Request for Qualification

Undertaking

Compliance to Conditions of EOI

Declaration about Relatives

Undertaking on Illegal Gratification

JV/ Consortium Agreement & Letter of Authority (for JV/ Consortiums)

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

- The submitted bids shall be rejected in case cost of EOI document and empanelment fee was not submitted.

The EoI will be used for prequalifying the interested Firms on the criteria specified, without conferring any right or expectation whatsoever. The Firms qualifying the requisite criteria shall be called for making a "presentation on their capabilities" at DCI head office.

- * Note: In case of online submission of EOI, bidders are required to zip/rar their whole EOI document and submit as a single file. The file shall be evaluated only after confirmation of receipt of Tender document fee & Empanelment fee.

1.4. Memorandum of Understanding (MoU)

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

1.4.1 Qualified Firms shall be invited to enter into an MOU with DCI. The MoU will be in the nature of an exclusive agreement between DCI and the qualified Firm.

1.5. Eligibility Criteria

1.5.1 The EoI may be submitted by sole Firm (or) by JV/ Consortium of Firms Incorporated in India/ Abroad (except Pakistan and China). The Company (or) at least one of the Firm in case of JV/ Consortium shall be registered/ incorporated in the country from where the Firm will supply the sand.

* In Case of JV/ Consortium maximum number of partners shall be three. JV/ Consortium(s) shall submit notarized JV/ Consortium agreement as a part of EOI application and Lead partner shall submit an authority letter from other partners for acting on behalf of consortium in regard to this EOI. Lead partner shall have atleast 51% share holding the JV/ Consortium.

1.5.2. The interested Firm(s) should specify the country/ countries of interest from where it intends to supply the sand and should also possess the necessary credentials/ experiences/ licenses to supply the Sand in India with documentary evidence.

1.5.2 For submitting the EoI and for being considered for subsequent qualification process, the interested Firms must satisfy the following eligibility criteria:

A.	Technical Capacity	<ul style="list-style-type: none"> i) Minimum 7 years of experience in the field of Sand mining/ Sand extraction/ Sand supplying/ Selling of sand for construction purpose. ii) Should have successfully completed at least 1 (one) contract of Sand mining/ Sand extraction/ Sand supplying/ Selling of sand in India or in the countries as mentioned at Section-I, Sl. No. IV in last seven years. Documentary evidence like work orders, work completion certificates, contract agreements and any other supporting documents to be submitted; iii) Should have at least minimum equipment as follows (own/hired/leased): <ul style="list-style-type: none"> a. Cutter Suction Dredger (or) b. Excavators, Dozers & trucks iv) Should have necessary licenses, clearances, permits, facilities for shipping/ transport or any other essential documents for supplying of sand in India.
B.	Financial	Shall have minimum average annual turnover of INR.

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

	Capacity	15.00 crore or equivalent in USD in the field of Sand Mining/ Sand supplying during the last three financial years.
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* in case if JV/ Consortium, the above eligibility criteria shall be met collectively by JV/ Consortiums partners. However, Lead partner shall have at least 51% of the turnover of the above specified criteria.

1.5.3 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.

1.5.5 Where the financial statement is expressed in currency other than Indian Rupees, the eligible amount as described above shall be computed by taking the equivalent amount at the exchange rates (RBI Rate) as applicable 7 days prior to the EoI due date and if the day as on the date happens to be a non-trading date, the first subsequent trading date thereafter will be considered. The date and the exchange rate used must be mentioned.

1.6. Evaluation Criteria

The Firms which qualify the eligibility criteria as per Clause 1.5 will only be considered for evaluation. The evaluation will be as under:

1.6.1. Technical Capability

1.6.1.1. Similar Works

Sl. No.	Criteria	Points
a.	Experience in the field of Sand mining/ Sand extraction/ Sand supplying/ Selling of sand for construction purpose.	5 Points for 7 years experience. Additional 2.5 points for each additional 5 years Maximum: 10 Points
b.	Completion of contracts of Sand mining/ Sand extraction/ Sand supplying/ Selling of sand in India or in the countries as mentioned at Section-I, Sl. No. IV in last seven years. (only last 7 years shall be considered)	1 project/contract of Sand mining/ Sand extraction/ Sand supplying/ Selling of sand in India or in the countries as mentioned at Section-I, Sl. No. IV: 10 Points Additional 2 points for each additional work. Maximum: 20 points

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

c.	Availability of Equipment	10 marks for each cutter suction dredger. 5 marks for each set of Excavator, Dozer and truck. Maximum: 20 points
d.	Licenses, clearances, permits, facilities for shipping/ transport or any other essential documents for supplying of sand in India.	5points for submission of documentary evidence of licenses, clearances and permits. 5 points for supply of sand from abroad. 5 points for experience/ possession of facilities for shipping/ transportation of goods to India Maximum: 15 points
e.	Average Annual turnover in the field of Dredging/ Sand Mining/ Sand supplying during the last three financial years.	10 points for Turnover of 15 crore. Additional 2 points for each additional 15 crore. maximum :20points
f.	Presentation to DCI Committee	Maximum: 15 points (awarded by committee)
Total		100 marks

* Firm (or) JV/ Consortium shall get at least 60 marks to be qualified for empanelment with DCI for supply of Sand. Qualified Firms shall be invited for entering into MOU with DCI.

1.6. Disqualification

1.6.1 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.

1.6.2 Without prejudice, a sole Firm (or) JV/ 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)
- Failure by the Firms mentioned above to provide necessary and sufficient information required to be provided in the EoI; (or)
- Firms convicted by a Court of law; (or)

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

- Firms 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.

1.6.4 If an information becomes known which would have entitled DCI to reject or disqualify the interested Firm(ies), DCI reserves the right to reject such interested Firm(ies) at any time after such information becomes known to DCI.

1.7. Terms of submission

1.7.1 The EoI and all documents submitted along with it must be in English, and wherever such documents are not in English, the EoI and/ or the documents should be accompanied by a translated version duly certified by the authorized person signing the EoI. Submission of the aforesaid documents by electronic means via email shall also be accepted. The EoI duly completed should be submitted not later than 1500 hours on 11.04.2019 in a sealed envelope super scribed **“EXPRESSION OF INTEREST FOR DCI” AT THE FOLLOWING ADDRESS:**

**Head of the Department (Marketing)
Dredging Corporation of India Limited
“Dredge House”, Port Area,
Visakhapatnam – 530 001
Phone +91 – 891 – 2871312
Fax +91 – 891 – 2791802
Email: hodmktg@dcil.co.in**

1.7.2 The EoI submitted by interested Firms shall be evaluated on the basis of the criteria specified in the Eligibility Criteria, the EoI submitted, public sources of information and the Disqualifications in this document. If at any time during the evaluation process, DCI require any clarifications, they reserve the right to request such information from the interested Firm(ies) and such interested Firm(ies) shall be obliged to provide the same forthwith.

1.7.4. DCI reserves the right to accept or reject any EoI without stating any reasons thereof. Only those Firms that are found eligible, in the sole discretion of DCI will be informed of the same, and provided further information. No liability whatsoever shall accrue to DCI in such an event.

1.7.5. 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.

Expression of Interest for Entering into MoU with DCI For Supply of Sand

- 1.7.6 The following is to be submitted in the EOI application and in the order as given below:
- a. Annexure 5- Covering letter
 - b. Annexure 1- Application form
 - c. Annexure 2- Expression letter
 - d. Pre-qualification criteria as per Clause 1.5.2
 - Work experience
 - List of offices in the country of interest (if available)
 - Equipments (if available)
 - Manpower (skilled professionals)
 - Audited last three years balance sheets and profit & loss statements
 - e. Annexure 3- Request for qualification
 - f. Annexure 4- Undertaking
 - g. Annexure 6- Declaration about relatives
 - h. Annexure 7- Undertaking about illegal gratification
 - i. Annexure 8 – undertaking on stamp paper – Business Dealings with NHAI/ its concessionaries/ its contractors only through DCI
 - j. Annexure 9 – Integrity Pact
 - k. JV/ Consortium Agreement in case application being made by JV/ Consortium
 - l. Letter of Authority in the name of Lead partner from all the other partners for acting on behalf of JV/ Consortium in case application being made by JV/ Consortium

1.8. Enquiries

- 1.8.1. DCI reserves the right, in their sole discretion, not to respond to any questions raised or provide clarifications sought, if considered inappropriate or prejudicial to do so. Nothing in this section shall be taken or read as compelling or requiring DCI to respond to any question or provide any clarification. No extension of any time and date referred to in this Invitation will be granted on the basis or grounds that DCI has not responded to any question or provided any clarification.

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

SECTION – III SPECIAL CONDITIONS

1. SCOPE OF WORK

Due to shortage of sand for the construction industry in the Indian market and considering the requirement of sand in non-housing sector; also keeping in view of National interest, DCI is exploring the possibilities to extract sand from shallow waters/ lakes/ reservoirs/ rivers through de-silting/dredging activity. In this regard, an MOU has been entered with NHAI for supply of sand to the required construction Firms. DCI will facilitate the NHAI web portal for selling of sand to the end users/buyers.

In this connection, DCI is intending to have suitable Firms for empanelment from nationally and internationally who are in the field of Sand mining/ Sand extraction/ Sand supplying/ Selling of sand business and to enter an MOU with DCI for supply of Sand in India. DCI if possible is willing to charter its dredgers for extraction of sand through de-silting/dredging activity and supplying of the same to NHAI/ its concessionaries/ its contractors.

The scope of work of the empanelled Firms will be as under:

- a. Empanelled Firms shall Supply from their own sources in the countries mentioned at Section I SI No. 4 to India by following all the statutory rules of the country of origin of Sand and of India.
- b. Empanelled Firm shall submit the Quantity, Quality, Unit rate and lead time for delivery along with documentary evidence of the same on monthly basis which shall be appraised to NHAI/ its concessionaries.
- c. Empanelled Firms can also utilize DCI's Dredging equipment (subject to availability or request DCI to execute the de-silting/ dredging of sand in the countries as mentioned at Section I-SI. No. IV. However, it would be at sole discretion of DCI to provide equipments or execute the work. DCI will provide its dredgers/ equipments for de-silting/ dredging projects or execute the de-silting/ dredging projects nationally or internationally as applicable and subject to availability of the required dredgers/ equipments.
 - In such case, the respective empanelled Firm will have to enter separate detailed operational/ commercial agreement with DCI for each such de-silting/ dredging project for that particular country with mutually agreed terms and conditions.
- d. The empanelled Firm shall have all the dredging clearances including environmental clearances, permissions, and licenses in hand before start of the de-silting/dredging operations. Similarly, empanelled Firm should have all permissions and licenses for the supply of sand from the extraction point to till the end user.
- e. The quality of sand extracted from India or Abroad needs to be complying with the requirements of the market/ purchasers/ buyers/ industry standards of India and is the sole responsibility of the empanelled Firm.

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

- f. It is the responsibility of the empanelled Firm to supply the extracted sand to the construction Firm/ industry/ designated port land with inclusive of all logistics, taxes/ customs, etc associated from the source to the destination.
- g. If required, the empanelled Firm to screen & stock the extracted sand in India for shipping/ exporting out the same to the end user or to screen & stock the extracted sand in Abroad for shipping/ exporting out the same to India & in turn to the end user.
- h. The empanelled Firm has to arrange for all logistic requirements outside India and within India for the de-siltation/dredging operations as well as for the selling of sand.
- i. In case of sand extracted from outside India, the empanelled Firm shall be responsible for importing sand including of paying all statutory taxes.
- j. Empanelled Firms shall have business dealings with NHAI/ its concessionaries/ Contractors only through DCI and in no case have any business dealings without approval of DCI in connection with sand mining/ sand extraction/ sand supplying/ selling of sand. In case of breach, DCI is liable to take action as deemed fit.

The assistance/ Scope of DCI under:

- k. DCI shall facilitate the sale of sand with the assistance of NHAI to the prospective buyers/ Contractors in India, if it confirms to the specified quality standards (IS 383 standard) and free from phyto-sanitary issues. DCI along with NHAI will host the information like available sand stock/ quantity, quality, locations and rates on portal/ directly contact the prospective buyers.
- l. DCI shall be responsible for marketing of sand to the end users/ buyers.
- m. DCI may assist the Empanelled Firm in liaison with ports for stockpile areas. However, DCI shall not entertain any claims from the empanelled Firms in this regard.
- n. For every transaction on selling of sand, the buyer shall pay 2 percent of the sales value to DCI directly (Nodal Agency & Transaction fee). The payment shall be remitted to DCI account after purchase order by buyer and before issuing of delivery order.

2. PURPOSE OF MOU:

DCI and the empanelled Firm agree to Supply and selling of sand in India i.e. to provide the sand to the concessionaires/ contractors of NHAI and/or other organizations/ agencies of India and/or other Firm/agencies and if applicable a separate Commercial/ Operational Agreement as may be necessary shall be executed detailing out the process of operation and other commercial matters and all matters including those delineated in this Invitation to EOI and the signed MoU.

Interested Firms who possess the requisite credentials, infrastructure, experience and interest should clearly mention their interest of country for

Expression of Interest for Entering into MoU with DCI For Supply of Sand

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 Firms in a single country.

3 EXCLUSIVITY:

During the validity period of the MoU, unless with the previous written consent of the other Firm to the contrary, the Firms 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 Firm(ies).

4 LIABILITY:

The internal liabilities/ responsibilities of the Firms shall be as mutually discussed and agreed upon in the MoU and as applicable a detailed commercial / operational 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 de-silting/ dredging project.

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

5 ASSIGNMENT:

Neither Firm shall assign, sublet or transfer any interest under the MoU, without the prior written consent of the other Firm.

6 DURATION OF THE MOU:

The Agreement shall be effective as from the date of signing of MOU and, except as otherwise provided therein, shall continue until all and each Firm has completed and settled all its obligations and liabilities under the MOU. 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 Firms, and to the other of them.

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

7 CONFIDENTIALITY:

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

8 NOTICES:

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

9 AMENDMENTS

Any amendments to the MOU shall be in writing and signed by the authorized representatives of the Firms.

10 GOVERNING LAW

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

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

SECTION - IV GENERAL CONDITIONS

1. EOI shall be submitted in two **Covers A and B** as indicated in Section -II and the EOI shall be sealed and super scribed in bold letters as **“EOI FOR ENTERING INTO MOU WITH DCI FOR SUPPLY OF SAND– EOI NO. DCI/MKTG/Sand/723/2019 Dt. _____”**along with the name of the Firm. EOI submitted in open covers shall be summarily rejected.

In case of EOI submittal, the EOI document shall be sent to hodmktg@dcil.co.in as single file in Zip/ Rar format.

2. The prospective Firms who wish to be empanelled in different countries may submit a single EOI application with clearly mentioning the country/ countries for which they wish to be empanelled by duly enclosing an empanelment fee of INR. 1.00 Lakh or equivalent in USD. However, the decision of DCI will be final on the number of countries a particular Firm will be empanelled and no claim in this regard will be entertained from any Firm. DCI can also appoint two or more Firms to get empanelled for a single country.
3. The EOI shall be sent so as to reach the address/ email, before date and time mentioned in Section-I. EOI received beyond specified time and date shall be summarily rejected. DCI shall not be in any way responsible for postal delays. The EOI will be opened at the time and place as mentioned in Section-I. The EOI may be sent by post/courier/handed over personally or mailed 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 of bids.
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 Firm are false and/ or do not correspond to the one given/

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

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.
10. In the event of any breach of MOU/ agreement on the part of the empanelled Firm, DCI reserves the right to withhold the payments of bills and/ or forfeiture of any deposit of that Firm with DCI. DCI will also debar/ blacklist the Firm from participating in any future tenders/ projects of DCI.
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 agreed in the MOU and separate detailed commercial/ operational agreement between DCI and the empanelled Firm.
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's notice.
15. This empanelment of the Firm is not transferable.
16. Any change in the constitution of the Firm shall not be permitted except with the clear written consent of the Corporation.
17. SETTLEMENT OF DISPUTES/ARBITRATION CLAUSE:

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

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 Firms hereto, other than those referred to in above or on matters which are stated to be final and binding on the contractor shall be referred to the arbitration by a sole Arbitrator, a person to be nominated and appointed by

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

Chairman/Managing Director, DCI, Visakhapatnam and the award of the sole Arbitrator shall be final and binding upon the Firms hereto, subject to the provisions 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 of the Arbitration shall be Visakhapatnam and the courts at Visakhapatnam shall have exclusive jurisdiction on all the matters with reference to this contract.

18. **Integrity Pact (IP)**: Shall cover this tender throughout its various phases, and IP would be deemed as a part of the contract through an appropriate provision. The bidders should sign and submit an Integrity Pact to be executed between the bidder and Dredging Corporation of India Limited along with the bid in cover-B. Bids not accompanied by duly signed Integrity Pact shall be liable for rejection. IP would be implemented through the Independent External Monitor (IEM) for this tender. The successful tenderer/bidder will also be required to sign the Integrity Pact as enclosed at Annexure-8. The addresses of the same are:

- 1) Shri M.Narayana Rao, Ex.CMD, Midhani,
House No. 8-2-293/82/J/A-60,
Journalist colony, Jubilee Hills,
Hyderabad 500033
Phone- 9989055569
Email- nrmyneni@gmail.com

- 2) Shri M.Sundara Ram, IRTS(Retd.), Chief Operations Manager, NEFR
203, Subh Niwas, 12-13-548,
Street 14, Nagarjuna Nagar, Taranaka,
Hyderabad-500017
Phone 9701345950
Email- madduris2000@gmail.com

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

APPLICATION FORM

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

To
The Head of the Department (Marketing)
Dredging Corporation of India Ltd
Dredge Hose, Port Area
Visakhapatnam-530 001
Phone +91 – 891 – 2871312
Fax +91 – 891 – 2791802
Email: hodmktg@dcil.co.in

**Sub: Invitation of Expression of Interest for Entering into MOU with DCI
for Supply of Sand.**

In response to your EOI No. _____ dated _____ we are forwarding the following information and documents for entering into MOU with DCI in the country/countries of _____:

1.	Name of the company/ Firm (or) JV/ Consortium	
2.	Full Address of Local office/ Branch with Phone No. Fax No.	
3.	Full address of Regd. Office with phone no. Fax No & Email Id	
4.	Company under Proprietorship/ Partnership/ Pvt. Co/ Public Limited Company (Certified Supporting documents like copy of partnership deed, agreement, Memorandum and articles of association etc. enclosed)	
5.	Valid Service tax / VAT Regn. No. (Certified Photocopy Enclosed)	
6.	Copy of Permanent Account Number (Certified Copy enclosed)	
7.	Return of Income for the last three financial years (attached)	
8.	Audited Balance sheet for the last three	

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

	years (attached)	
9.	Name of the Bank with full address (With banker's certificate showing credential of the company and Account No. with attesting the 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 1.5
12.	Details of INR 1,00,000 (Indian Rupees One Lakh only) or equivalent in USD as empanelment fee (non refundable fee) in favour of DCI Ltd, Visakhapatnam for each application.	
13.	Assets and Facilitates Available in the country/countries 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 do the payment to DCI Ltd as agreed in the MOU and detailed commercial/operational agreement.
- 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 Firm, price, margin and other terms & condition shall be final and binding.
- E) The applicant will indemnify DCI Ltd against any claim/ third Firm litigation regarding work executed.

Signature of authorized
Signatory & seal

End: as above.

Date:

Place:

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

ANNEXURE- 2

EXPRESSION LETTER

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

Reference No. _____

Date _____

To
The Head of the Department (Marketing)
Dredging Corporation of India Ltd
Dredge Hose, Port Area
Visakhapatnam-530 001
Phone +91 – 891 – 2871312
Fax +91 – 891 – 2791802
Email: hodmktg@dcil.co.in

**Sub: Invitation of Expression of Interest for Entering into MOU with DCI
for Supply of Sand.**

Sir,

- 1) This is with reference to the advertisement dated _____ inviting Expression of Interest for entering into MOU with DCI for Supplying Sand, we have read and understood the contents of the Invitation of Expression of Interest (Invitation) and are desirous to enter into MOU with DCI, and for this purpose:
- 2) We propose to submit our EoI 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 countries of India and _____ (*mention the names of interested countries*) , we have not been convicted by a Court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to associate with a public sector unit or which relates to a grave offence that outrages the moral sense of the community.
- 5) We further certify that in regard to matters relating to security and integrity of the countries of India and _____ (*mention the names of interested 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.

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

- 6 We further certify that no investigation by a regulatory authority is pending either against us or against our sister concerns or against our CEO or any of our directors/ managers/ employees.

- 7 We undertake that in case, due to any change in facts or circumstances during the pendency of the process, we are attracted by the provisions of disqualification in terms of the Invitation and/ or such other communication as may be addressed to us by DCI we would intimate DCI of the same forthwith.

Yours faithfully,

Authorized Signatory
For & on behalf of the Firm. (or) JV/ Consortium

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

ANNEXURE- 3

REQUEST FOR QUALIFICATION

(To be submitted in respect of interested Firm)

Name of the interested Firm / JV (or) Consortium

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 three 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 Sand mining/ Sand extraction/ Sand supplying/ Selling of sand works/ contracts carried out in the last seven years and the contact persons in the customer organizations along with their contact particulars. Works carried out for the central/ state governments and their organizations if any to be mentioned separately.

12. Copy of registration / incorporation certificate.

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

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 (Firm/member)

Place:

Date:

Note: Please follow the order adopted in the Format provided. If the interested Firm 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.

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

ANNEXURE- 4

UNDERTAKING

(On Stamp paper of Rs.100/-)

1. We shall enter into Memorandum of Understanding (MOU) with Dredging Corporation of India Ltd, Visakhapatnam to Supply Sand on terms and conditions as agreed in the said MOU and detailed commercial/operational agreement.
2. We agree to accept all the terms and conditions as laid down in the EOI documents and corrigenda/addenda (if any).
3. We also hereby declare that all the above information and documents submitted are true to the best of my knowledge.
4. It is certified that our Firm has not been black listed/ banned for participation in tender by any Central/ State Government/ PSU/ any other body/ authority of India or any other country.
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 in India or in the country of our interest.
6. 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

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

ANNEXURE- 5

**COVERING LETTER AND UNDERTAKING AS TO COMPLIANCE OF
CONDITIONS AND NO COUNTER CONDITIONSON LETTER HEAD**

Dated _____

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

Sir,

Sub : EOI NO. DCI/MKTG/Sand/723/2019 -Dt. _____ ; EOI FOR
ENTERING INTO MOU WITH DCI FOR SUPPLYING SAND -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.

3. 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

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

ANNEXURE- 6

DECLARATION ABOUT RELATIVES

Dated _____

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

Sir,

Sub : EOI NO. DCI/MKTG/Sand/723/2019, Dt. _____; EOI FOR
ENTERING INTO MOU WITH DCI FOR SUPPLYING SAND - 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

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

ANNEXURE- 7

UNDERTAKING ABOUT ILLEGAL GRATIFICATION

Sub : EOI NO. DCI/MKTG/Sand/723/2019, Dt. _____ ;EOI FOR ENTERING
INTO MOU WITH DCI FOR SUPPLYING SAND - 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 any 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 (or) JV/ Consortium WITH SEAL, NAME AND ADDRESS

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

ANNEXURE- 8

(on stamp paper)

**UNDERTAKING ABOUT BUSINESS DEALINGS WITH NHAI/ ITS
CONCESSIONAIRES/ ITS CONTRACTORS DURING THE VALIDITY OF MOU**

Sub : EOI NO. DCI/MKTG/Sand/723/2019, Dt. _____ ; EOI FOR ENTERING
INTO MOU WITH DCI FOR SUPPLY OF SAND - Reg.

With reference to your subject EOI we hereby give an Undertaking that if Empanelled, we shall be having business dealings with NHAI/ its concessionaries/ its contractors in respect of Sand supply only through DCI during the validity of the MOU.

We understand that in case of breach, DCI deserves the right to take action against us as deemed fit.

Place :

Date :

SIGNATURE OF THE FIRM (or) JV/ Consortum WITH SEAL, NAME AND ADDRESS

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

ANNEXURE - 9

INTEGRITY PACT

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

And

_____ (*Indicate Firm (or) JV/ Consortium name*) hereinafter referred to as 'The Bidder/Contractor'

Preamble:

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

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

Section 1 - Commitments of the Principal

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

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

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

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

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

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

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

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 pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

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

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

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

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to

Expression of Interest for Entering into MoU with DCI For Supply of Sand

disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-B".

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages 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 anticorruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

1. The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s)/ Contractor(s)/ Subcontractor(s).

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, 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.

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

Section 8: Independent External Monitor/ Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent he parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, DCIL.
3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties Offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman, DCIL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit Proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to/ provided to Independent Directors on the DCIL Board.
8. If the Monitor has reported to the Chairman DCIL, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman DCIL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor would include both singular and plural'.

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

Section 9 - Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders & months ---- the contract has been awarded.

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

Section 10 - Other provisions

- This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turnout to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(Office Seal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

Place_____

Date_____

Witness2: _____

(Name & Address) _____

Witness2: _____

(Name & Address) _____

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

Annexure A to Integrity Pact

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with DCI shall apply for registration in the prescribed Application–Form.

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

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the 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

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA IF ANY.

2.1 Tenderers 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 shall 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 Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by DCI in Indian Rupees only.

2.2 Tenderers 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 agents 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.

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

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

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by DCI in India in equivalent Indian Rupees on *Integrity Pact* satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .

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

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to 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.

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

Annexure B to Integrity Pact

GUIDELINES ON BANNING OF BUSINESS DEALINGS

CONTENTS:

S. No.	Description	Page(s)
1.	Introduction	41
2.	Scope	41
3.	Definitions	42-43
4.	Initiation of Banning / Suspension	43
5.	Suspension of Business Dealings	43-45
6.	Ground on which Banning of Business Dealing can be initiated	45-46
7.	Banning of Business Dealings	46-47
8.	Removal from List of Approved Agencies-Suppliers/Contractors etc.	47
9.	Procedure for issuing Show-cause Notice	47-48
10.	Appeal against the Decision of the Competent Authority	48
11.	Review of the Decision by the Competent Authority	48
12.	Circulation of the names of Agencies with whom Business Dealings have been banned	48

Expression of Interest for Entering into MoU with DCI For Supply of Sand

1. Introduction

- 1.1. Dredging Corporation of India Limited (DCI), being a Public Sector Enterprise and '*State*', within the meaning of Article 12 of the Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. DCI has also to safeguard its commercial interests. DCI deals with *Agencies*, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of DCI to deal with Agencies who commit deception, fraud or exercise of coercion or undue influence or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on DCI to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2. Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

- 2.1. The General Conditions of Contract (GCC) of DCI generally provide that DCI reserves its rights to remove from list of approved suppliers/contractors or to ban business dealings if any Agency has been found to have committed misconduct, violation of any law or any term of the agreement and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
- 2.2. Similarly, in case of sale of material there is a clause to deal with the Agencies/customers/buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
- 2.3. However, absence of such a clause does not in any way restrict the right of Company (DCI) to take action/decision under these guidelines in appropriate cases.
- 2.4. The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.5. These guidelines apply to all the Departments/Offices and subsidiaries of DCI.
- 2.6. It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor/inadequate performance or for any other reason.
- 2.7. The banning shall be with prospective effect, i.e., future business dealings.

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) *'Firm/Contractor/Supplier/Purchaser/Customer'* shall mean and include a public limited company or a private limited company, a Firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. *'Firm/Contractor/Supplier/Purchaser/Customer'* in the context of these guidelines is indicated as *'Agency'*.
- ii) *'Inter-connected Agency'* shall mean two or more companies having any of the following features:
 - a. If one is a subsidiary of the other.
 - b. If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - c. If Management is common;
 - d. If one owns or controls the other in any manner;
- iii) *'Competent Authority'* and *'Appellate Authority'* shall mean the following:
 - a. For Company (entire DCI) Wide Banning The Executive Director – SBU in charge of Procurement shall be the *'Competent Authority'* for the purpose of these guidelines. Chairman, DCI shall be the *'Appellate Authority'* in respect of such cases.
 - b. In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach DCI Board as Second Appellate Authority.
 - c. For Departments / Offices only

Any officer not below the rank of Executive Director appointed or nominated by the Functional Director / SBU Head shall be the *'Appellate Authority'* in all such cases.
 - d. For Corporate Office only For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Head of CMMG shall be the "Competent Authority" and Director (Technical) shall be the "Appellate Authority".
 - e. Chairman, DCI shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iv) *'Investigating Department'* shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other authority or agency set up by the Central or State Government having powers to investigate.

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

- v) *List of approved Agencies - parties/Contractors/ Suppliers/ Purchasers/ Customers shall mean and include list of approved/ registered Agencies - parties/Contractors/ Suppliers/ Purchasers/ Customers, etc.*

4. Initiation of Banning/Suspension

Action for banning/suspension of business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. The Vigilance Department of DCI shall have the right to recommend banning/suspension and this shall be binding on the Department/SBU and non-compliance of these recommendations/ instructions shall be deemed to be a misconduct on the part of the Head of the Department/SBU.

5. Suspension of Business Dealings

5.1. If the conduct of any Agency dealing with DCI is under investigation by any department (except Foreign Suppliers of imported coal/coke), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department.

The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

5.2. The order of suspension shall be communicated to all Departmental Heads within the Departments/Offices. During the period of suspension, no business dealing may be held with the Agency.

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

5.4. If the gravity of the misconduct/violation under investigation is very serious and it would not be in the interest of DCI, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Chief Vigilance Officer (CVO), DCI Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct/ violation, it would not be desirable for all the Departments/Offices and Subsidiaries of DCI to have any dealings

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

with the Agency concerned, an order suspending business dealings may be issued to all the Departments/ Offices by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.

5.5. For suspension of business dealings with Foreign Suppliers, following shall be the procedure :-

i. Suspension of the foreign suppliers shall apply through out the Company including Subsidiaries.

ii. Based on the complaint forwarded by General Manager (Materials) or received directly by Corporate Vigilance, if gravity of them is conduct under investigation is found serious and it is felt that it would not be in the interest of DCI to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to General Manager (Materials) to place it before a Committee consisting of the following :

1. Head of the Department (Finance);
2. Head of the Concerned Department;
3. HOD (HR);
4. HOD (Legal).

The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by General Manager (Materials).

iii. The comments/recommendations of the Committee shall then be placed by General Manager (Materials) before the Board of DCI and if the Board opines that it is a fit case for suspension, Competent Authority may pass necessary orders which shall be communicated to the foreign supplier by General Manager (Materials).

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

5.7. It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by

Expression of Interest for Entering into MoU with DCI For Supply of Sand

another three months, during which period the investigations must be completed.

6. Grounds on which Banning of Business Dealings can be initiated

- 6.1. If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2. If the Director/Owner of the Agency, proprietor or partner of the Firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or DCI, during the last five years;
- 6.3. If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4. If the Agency continuously refuses to return/refund the dues of DCI without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 6.5. If the Agency employs a public servant dismissed/removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6. If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.7. If the Agency has resorted to Corrupt, fraudulent practices, coercion, undue influence and other violations including misrepresentation off acts;
- 6.8. If the Agency uses intimidation/threatening or brings undue outside pressure on the Company (DCI) or its official in acceptance/performances of the job under the contract;
- 6.9. If the Agency indulges in repeated and/or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10. Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by Company (DCI) or not;
- 6.11. Based on the findings of the investigation report of CBI/Police/internal Vigilance or any other investigative agency including Government Audit against the Agency for malafide /unlawful acts or improper conduct on his part in matters relating to the Company (DCI) or even otherwise;
- 6.12. Established litigant nature of the Agency to derive undue benefit;
- 6.13. Continued poor performance of the Agency in several contracts;
- 6.14. If the Agency misuses the premises or facilities of the Company (DCI), forcefully occupies tampers or damages the Company's properties including land, water resources, forests / trees, etc.

Expression of Interest for Entering into MoU with DCI For Supply of Sand

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

- 7.1. Normally, a decision to ban business dealings with any Agency should apply throughout the Company including Subsidiaries. However, the Competent Authority of the Department/Unit except Corporate Office can impose such ban unit-wise only if in the particular case banning of business dealings by respective Department/Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct/default to beyond the Department/Unit. Any ban imposed by Corporate Office shall be applicable across all Departments/Offices of the Company including Subsidiaries.
- 7.2. For Company-wide banning, the proposal should be sent by ACVO of the Department/Unit to the CVO through the Chief Executive of the Department/Unit setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents except for banning of business dealings with Foreign Suppliers of imported coal/coke.

The Corporate Vigilance shall process the proposal of the Department/Unit for a prima-facie view in the matter by the Competent Authority nominated for Company-wide banning. The CVO shall get feedback about that agency from all other Departments/Offices. Based on this feedback, a prima-facie decision for banning/or otherwise shall be taken by the Competent Authority.

If the prima-facie decision for Company-wide banning has been taken, the Corporate Vigilance shall issue a show-cause notice to the agency conveying why it should not be banned throughout DCI.

After considering the reply of the Agency and other circumstances and, facts of the case, a final decision for Company-wide banning shall be taken by the Competent Authority.

- 7.3. There will be a Standing Committee in each Department/Unit to be appointed by Chief Executive for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers of coal/coke. However, for procurement of items/award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of Executive Director/General Manager from Finance, Procurement and Legal:

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

- i) To study the report of the Investigating Agency and decide if a prima-facie case for Company-wide/Local unit wise banning exists, if not, send back the case to the Competent Authority.
- ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
- iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendation to the Competent Authority for banning or otherwise.

7.4. If the Competent Authority is prima-facie of the view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

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

- 8.1. If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers/Contractors, etc.
- 8.2. The effect of such an order would be that the Agency would not be qualified for competing in Open Tender Enquiries.
- 8.3. Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract

9. Show-cause Notice

- 9.1. In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.
- 9.2. If the Agency requests for inspection of any relevant document in possession of DCI, necessary facility for inspection of documents may be provided.
- 9.3. The Competent Authority may consider and pass an appropriate speaking order:
 - a. For exonerating the Agency if the charges are not established;
 - b. For removing the Agency from the list of approved Suppliers/Contractors, etc.

Expression of Interest for Entering into MoU with DCI For Supply of Sand

c. For banning the business dealing with the Agency.

9.4. If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10. Appeal against the Decision of the Competent Authority

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

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

11. Review of the Decision by the Competent Authority

Any petition/application filed by the Agency concerning the review of the banning order passed originally by Chief Executive/Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Chief Executive/Competent Authority upon disclosure of new facts/ circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.

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

12.1. Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2. If Government Departments or a Public Sector Enterprise request form ore information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority/Appellate Authority may be supplied.

**Expression of Interest for Entering into MoU with DCI
For Supply of Sand**

- 12.3.** If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, DCI may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.
- 12.4.** Based on the above, Departments/Offices may formulate their own procedure for implementation of the Guidelines.