

DCI/MKTG/Mktg-Const./758/2019

Dt: 16.07.2019

Sub Expression of Interest for "Appointment of Marketing Consultant"
- ***Corrigendum no-01*** - reg.

Ref: EOI no. DCI/MKTG/Mktg-Cons./758/2019, dated 25.06.2019

Reference is invited to the Expression of interest invited by DCI vide NIT No. DCI/MKTG/Mktg-Const./758/2019, dated 25.06.2019. In this regard, all the prospective bidders are hereby informed that the due date for submission of EOI has been extended till 30th July 2019 up to 1500 hours.

All other Terms and Conditions of the EOI remain unaltered.

Head of the Department - Marketing
Dredging Corporation of India Limited

DREDGING CORPORATION OF INDIA LIMITED

**"Dredge House", Port Area,
Visakhapatnam, Andhra Pradesh- 530001**

Telephone: +91-891-2871312

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Email : hodmktg@dcil.co.in



**Invitation for "Expression of Interest"
For Appointment of Marketing Consultant**

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

Invitation For "Expression of Interest" For Appointment of Marketing Consultant

- 1.** Dredging Corporation of India Limited, Visakhapatnam (DCI) was formed during the year 1976 to promote Dredging, Land Reclamation and Marine services to Major ports and other maritime organizations of India. The Corporate office of the Corporation is situated at Visakhapatnam in Andhra Pradesh, India.
- 2.** DCI has successfully undertaken several Capital Dredging, Land reclamation projects and has been carrying out annual maintenance dredging of Major and Minor ports in India, Indian Navy, Shipyards since its inception. Presently the dredging fleet consists of 11 trailer suction hopper dredgers, 2 Cutter suction dredgers, 1 Backhoe Dredger and 1 Inland Cutter Suction Dredger. Trailer Suction hopper dredgers and cutter suction dredgers are capable of dredging up to 25 m depth and comparable to the best in the world. DCI stands to-day as India's premier organization in dredging and land reclamation projects.
- 3.** In addition to the most sophisticated dredging fleet, DCI has in its fold Senior Master Mariners, Marine/ Mechanical/ Civil engineers with vast experience in the field of dredging and reclamation works. All our dredgers are provided with most modern electronic equipment for position fixing, production monitoring etc. for effective dredging operations. DCI has been a key player in India in the dredging sector over the last few decades.
- 4.** In the past, DCI has executed Capital dredging and Reclamation works in Middle East & Far East Countries and currently doing a project in a neighbouring country. Now, DCI intends to continue to participate in Dredging & Reclamation works and related Marine works in the Indian neighbouring countries, Middle East countries and Far East countries.
- 5.** In this connection, DCI is intending to have suitable Marketing Consultants having suitable infrastructure facilities in the above mentioned countries, interest in promoting DCI's business and to assist DCI from the stage of exploring new dredging assignments till realisation, execution and completion of the dredging projects.
- 6.** In this pursuit, DCI invites "Expression of Interest" (EOI) for Appointment of Marketing Consultant (Section-III) for a period of two year and extendable for

one more year on sole discretion of DCI from the firms in the field of businesses that are related to dredging / land reclamation / port operations / marine operations / shipping / oil & gas sector / de-silting of water bodies / sand mining.

7. In this connection, sealed EOI covers are invited from reputed firms who are in the field of business as mentioned above for getting appointed as Marketing Consultant.

8. Interested firms are requested to go through and fill up the EOI documents enclosed. The EOI documents shall be enclosed with relevant supporting documents/ information and shall provide complete details of the intended bidder. The documents should be strictly as per the EOI document and no editing, addition, deletion or modification of EOI document as hosted on website is permitted. If such action is observed at any stage, such EOI will not be considered and will be summarily rejected.

11. Firms are requested to submit their EOI document so as to reach the office mentioned in the EOI document on or before 16.07.2019 upto 1500 hours (IST). Addendum, Corrigendum and any modification, Dredging Corporation of India Limited (DCI) shall notify the same only through www.dredge-india.com or www.eprocure.gov.in. Interested parties are advised to check the website regularly for corrigenda/ addenda if any, which will be published only in the website.

12. The EOI process shall be governed by, and construed in accordance with, the laws of India and the Courts at Visakhapatnam shall have exclusive jurisdiction overall disputes arising under, pursuant to and/ or in connection with the EOI process.

Thanking you,

Head of Department (Marketing)
Dredging Corporation of India Limited

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SECTION - I NOTICE INVITING EXPRESSION OF INTEREST

I	Name of Work	"Expression of Interest" (EOI) for Appointment of Marketing Consultant of DCI
II	Scope of services	As provided at Section-III
II	Tenure	The Appointment will be for a period of two years and mutually extendable for one more year on sole discretion of DCI. The performance of the consultant will be evaluated after every one year based on factors mentioned in the scope of work provided at Section-III. After successful review, the firm will be continued as Marketing Consultant for a period of another one year; however continuation/extension of appointment period will be done at the sole discretion of DCI.
III	Eligibility criteria	Eligibility criteria as per Section-II Clause 1.5
IV	Area of Operation	As provided at Section-III
V	Cost of EOI document	Not applicable. EOI documents will be made available to the interested parties only in soft copy.
VI	Empanelment/Appointment fee	NIL
VII	DCI account details for online payment	Name of beneficiary : DREDGING CORPORATION OF INDIA LIMITED Account No. 35833070000014 IFSC Code: SYNB0003583 Account Type: CURRENT ACCOUNT Name of the Bank: SYNDICATE BANK Branch address: DCI LIMITED BRANCH, DREDGE HOUSE, PORT AREA, VISAKHAPATNAM – 530001

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		MICR code: 530025003
VIII	Place of obtaining EOI documents	The EOI documents can be downloaded from the below mentioned websites.
IX	Website for downloading EOI documents	www.dredge-india.com www.eprocure.gov.in
X	EOI issue date	From 25.06.2019
XI	Pre Bid Queries/ Clarifications	Pre Bid Queries shall be sent to the below mail ids and DCI will make efforts to issue the clarifications as soon as practicable online through websites at Sl. No. IX or by mail. However, DCI reserves the right, in their sole discretion, not to respond to any questions raised or provide clarifications sought, if considered inappropriate or prejudicial to do so. Queries can be send to the following email id: hodmktg@dcil.co.in , tvskumar@dcil.co.in
XII	Due date	Upto 1500 hours (IST) on 16.07.2019
XIII	Address to which EOI documents should be sent	Head of the Department (Marketing) Marketing Department Dredging Corporation of India Limited Dredge house, Port area, Visakhapatnam Andhra Pradesh- 530001, India Email : hodmktg@dcil.co.in
XIV	Date & Time of opening of Technical Proposal	At 1530 hours (IST) on 16.07.2019
XV	Addendum etc.	Addendum, modification, change of last date, if any etc., will be uploaded on the web-site only. Interested firms are requested to verify the website before submitting the EOIs.

Note: -

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

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SECTION: II

SUBMISSION OF EOI, ELIGIBILITY & EVALUATION CRITERIA

1. SUBMISSION OF EXPRESSION OF INTEREST

1.1. Introduction

1.1.1. Dredging Corporation of India Limited, ("DCI" or the "Company") is the premier dredging company in India. DCI intends to appoint reputed firms in the field of businesses related to dredging / land reclamation / port operations / marine operations / shipping operations / oil & gas sector / de-silting of water bodies / sand mining as a Marketing Consultant of DCI.

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

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

1.2. Notice Inviting EoI

1.2.1. A notice has been issued online inviting interested parties to submit their EoI for Appointment of Marketing Consultant of DCI.

1.2.2. DCI reserves the right to terminate or alter the process at any stage, without prior notice or assigning any reasons thereof, and without incurring any liability in respect thereof.

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

1.3. Purpose of EOI

1.3.1. DCI is looking to expand its market base outside India and is also submitting its offers/bids with its credentials in dredging projects/tenders outside India. In this regard, DCI is in pursuit of suitable firms/agencies who can assist DCI in:

- make aware about dredging projects/tenders to DCI

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- to promote DCI to the relevant companies/authorities
- grabbing new dredging projects outside India
- provide vital information/data during tender submission process
- understand local statutory & tax requirements while submitting bid/proposal
- establish a presence of DCI in the market.

1.3.2. In this regard, an Expression of Interest is being called to appoint the interested parties initially for a period of (two) 2 years and extendable for further one more year. After getting qualified, the firm will have to enter into an MOU with DCI that will define scope of services to be provided by the firm as a Marketing consultant of DCI.

1.4. EOI Submission and Process of EOI

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

Cover-A: Technical Proposal

- Notice Inviting EOI
- Submission of EOI, Evaluation & Eligibility Criteria
- Scope of work
- General conditions and Special conditions
- Application form with documents to be submitted
- Expression letter
- Undertaking
- Declaration
- Declaration on illegal gratification
- Copy of Articles & Memorandum of Association or partnership deed
- Copies of Applicant's duly audited balance sheets and profit and loss accounts for the preceding five years.
- Details of past completed similar services, if any.
- Any other details establishing the capabilities of the company if any.

Cover-B: Price Proposal

- Price Proposal (Annexure-3)

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All the above documents duly filled in, enclosing all necessary documents and signed by the authorised representative of the firm shall be placed in a two covers.

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

1.4.2. Brief description of EOI process: The EOI process involves qualification of interested parties who make an application in accordance with the provisions of this EOI (the "Applicant"). At the end of this process, DCI expects to shortlist suitable pre-qualified parties and the process involve broadly is as per the following:

- A. First-stage short-listing: DCI will undertake the initial screening of all the applications based on the qualifying criteria. Applicants not meeting any of the qualifying criteria and other essential conditions, etc., mentioned in the EOI document will be summarily rejected. All the eligible applicants will be evaluated on the basis of the documents submitted by them. The short-listed agencies will be called for making a presentation to a committee set up by DCI.
- B. Second-stage short-listing: The shortlisted agencies will be required to make a presentation on the previous works done by the organization to the selection committee, their exposure to the relevant market and to demonstrate any other capability of the firm pertaining to marine/ shipping/ port/ dredging/ sand mining. The firm wherever possible should provide evidences/proofs of their capability. The Committee will evaluate the consultants based on their past performance, experience, Infrastructure/ Offices, Existing Clientele, etc. after considering their presentation(s).
- C. Awarding of marks:
 - i. Document evaluation:

<u>Description</u>	<u>Marks</u>
Firms showing experience in the field of businesses related to Dredging / Land Reclamation	5
Firms showing experience in the field of businesses related to Shallow water dredging / De-silting of water bodies	5
Firms showing experience in the field of businesses related to Sand Mining	4
Firms showing experience in the field of businesses related to Marine operations / Port	3

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operations	
Firms showing experience in the field of businesses related to Shipping operations / Oil & Gas sector	3
Total	20

ii. Presentation:

<u>Description</u>	<u>Marks</u>
Quality of presentation (content)	3
Quality of presentation (personnel)	3
Capability or exposure shown in terms of their involvement in businesses pertaining to Dredging / Land Reclamation / Shallow water dredging / De-silting of water bodies	5
Capability or exposure shown in terms of their involvement in businesses pertaining to Sand Mining / Marine operations / Port operations / Shipping operations / Oil & Gas sector	3
Team / Members that will be heading & will be responsible for the tasks as associated in the Scope of work of the Marketing Consultant as per the EOI	3
Previously/currently carrying out and marketing activity / Consultant services for any other company	3
Total	20

Note:

- a. The marks indicated 1.4.2.C.ii above are maximum marks and DCI's committee can assign marks as per the presentation & the supporting documents/evidences shown during the presentation.
- b. All the parties who are giving presentation has to submit one hard copy of their presentation duly signed & sealed from respective party's end to DCI before giving presentation. This hard copy of presentation will also form the part of EOI document.
- c. Parties have to demonstrate their capabilities and have to submit/show proof/evidences of the same during the presentation even if it is already submitted in the bid submitted by the Applicants.

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d. After awarding of marks the firm to be considered as qualified should get atleast 50% of the total marks i.e. considering 1.4.2.C.i & ii the total is 40 marks, hence the firm in order to be qualified should get atleast 20 marks.

1.5. Eligibility Criteria for EOI

1.5.1. The EoI may be submitted by domestic entities of India or any other country as a sole firm only. Consortium or JV's are not allowed.

1.5.2. The applicant should be in the businesses related to dredging / land reclamation / port operations / marine operations / shipping / oil & gas sector / de-silting of water bodies / sand mining for at least in the last 5 years with good financial standing.

1.5.3. The applicant should have local offices with necessary facilities in the country / area for which they are proposing to offer marketing consultancy services to DCI.

1.5.4. The applicant should have average annual financial turnover for the last three financial years of not less than USD 100,000.

1.5.5. The applicant should establish the capability of assisting DCI in the dredging industry with sufficient documentary evidence.

1.5.6. For submitting the EoI and getting qualified for appointment, the interested parties must satisfy the above eligibility criteria. The applicant can select country(ies) of interest as per the below categories that are based on the geographical areas. Applicant is required to mention in their bid that for which category bidder intends to get appointed:

I.	Category – A	<u>Indian Neighbouring Countries:</u> <ul style="list-style-type: none"> ➤ Sri Lanka ➤ Bangladesh ➤ Myanmar
II.	Category – B	<u>Middle East Countries:</u> <ul style="list-style-type: none"> ➤ Iran ➤ Kuwait ➤ Bahrain ➤ Qatar ➤ United Arab Emirates ➤ Oman ➤ Saudi Arabia
III.	Category – C	<u>Far East Countries:</u> <ul style="list-style-type: none"> ➤ Thailand

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		<ul style="list-style-type: none">➤ Malaysia➤ Singapore➤ Cambodia➤ Vietnam➤ Indonesia➤ Philippines
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Note:

- i. *Bidders are advised to submit documentary evidences to support their claim for satisfying the eligibility criteria. Applications without documentary support/evidence will not be considered for evaluation.*
- ii. *Applicant has to clearly mention the Category of interest for which they have applied. Applicant can apply for one or more category with adequate & relevant supporting documents pertaining to that particular category.*
- iii. *Upon successful qualification, the qualified firm may be selected as Marketing Consultant for one or more countries based on the information/documents provided in the bid and the decision for the same would be solely with DCI.*
- iv. *The countries / categories for which the qualified firm has been selected as the Marketing Consultant would be mentioned in the MOU that would be entered between DCI & the qualified Applicant.*

1.6. Memorandum of Understanding (MoU) for Appointment

- 1.6.1.** DCI will enter into an MOU with the parties who are shortlisted based on their qualifications as Marketing Consultant of DCI.
- 1.6.2.** The MoU will be in the nature of an exclusive agreement between DCI and the qualified company.
- 1.7.** This Invitation along with its enclosures does not constitute any commitment on the part of DCI. Furthermore, this invitation confers neither any right nor expectations to any party to participate in the said process. Further, this process would be in accordance with the provisions of the Articles of Association of DCI.
- 1.8.** No oral modification or interpretation of any provisions of this EOI shall be valid. Written communication shall be issued by DCI in case of changes are made, clarifications or amendment to the EOI document is deemed necessary at its sole discretion online at websites www.dredge-india.com and www.eprocure.com.

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- 1.9.** DCI reserves the right to withdraw from the process or any part thereof without assigning any reason whatsoever. No liability whatsoever shall accrue to DCI in such an event.
- 1.10.** This notice of EOI is being issued with no financial commitment and the DCI reserves the right to change or vary any part thereof at any stage.
- 1.11.** The interested Firm shall bear all costs associated with the preparation and submission of the EoI. DCI shall not, under any circumstances, be responsible or liable for any such costs, whether direct, incidental or consequential.

1.12. Enquiries

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

1.13. Disqualification

- 1.13.1.** DCI shall not consider for the purpose of qualification, an EoI, which is found to be incomplete in content and/ or attachments and/ or authentication, etc.
- 1.13.2.** Without prejudice, a Firm may be disqualified and its EoI dropped from further consideration for, but not limited to, any of the reasons listed below:
- Misrepresentation by the potential Firm; (or)
 - Failure by the parties mentioned above to provide necessary and sufficient information required to be provided in the EoI; (or)
 - Parties convicted by a Court of law
 - Parties against whom any adverse order has been passed by a regulatory authority that casts a doubt on the ability of the party to manage large works.

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SECTION -III

SCOPE OF WORK OF THE EMPANELLED FIRMS

1. The Parties/Agencies who are qualified will be appointed and shall be entering into an MOU with DCI and the validity of the MOU will be for a period of two years.
2. Interested firms who possess the requisite credentials, infrastructure and experience and interest should clearly mention their interest for appointment under which Category, so as to examine their credentials accordingly and consider the proposal. However, the decision of DCI shall be final for this appointment and have the right to appoint one or more Marketing Consultant even for a single country.
3. ***BEFORE AWARD OF WORK BY CLIENTS (PRE-BID ACTIVITIES):***
 - a) Identification of market for dredging, land reclamation, shallow water dredging, sand mining, marine construction and related activities.
 - b) To purchase tender documents of the upcoming jobs and obtaining other details of the prospective projects and promptly dispatch them to DCI's head office in India.
 - c) Liaison with clients, arranging for discussions, site visits, negotiations, etc., in connection with works/projects.
 - d) To provide all information, data and guidance on local Laws, taxes, rules and regulations, practices and procedures enabling DCI for securing the works/ projects.
 - e) Obtain relevant tender data and information from the Client and to also provide relevant local inputs as may be necessary by DCI during the tender preparation, cost estimation and clarification stage.
 - f) Submission of pre-qualification credentials/tenders to clients and to pre-qualify DCI for the works with concerned clients. Necessary information required for pre-qualification shall be provided by DCI as and when required by the Consultant.
 - g) Submission of bids of DCI on time as prepared by DCI. Follow-up with the Client in regard to project / tender status. Keep DCI informed of developments at pre-bid and post-bid evaluation stage and expeditiously follow-up with the Client.
 - h) Provide effective liaison with all relevant agencies and advise & assist in complying with the requests or otherwise during the clarification,

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negotiations and pre-award stage and assist in securing the award of work for DCI.

- i) Co-ordination of visits of DCI's officials or representatives in connection with the project/tender and providing them with office facilities such as telex, fax, telephone, photocopying, typing, transport, etc. Also to provide assistance in arranging their boarding and lodging, etc.
- j) Arrange for obtaining offers and/or rates, proposal from various local and other agencies for different components of the project including infrastructure, logistic and other facilities. Feedback on status of offers submitted and their finalization, etc.

4. DURING EXECUTION OF THE PROJECT (POST-BID ACTIVITIES):

- a) Assistance in mobilization and infrastructure development including establishment of site office, housing, medical and other facilities including office equipment, communication facilities, secretarial facilities, furniture, vehicles etc.
- b) Advise and assist in complying with the request of Client or requirement of project or otherwise in obtaining various statutory or other necessary clearances, consents, licenses, permits, certificates and approvals etc., from the prescribed / competent authorities.
- c) Ensure prompt entry of our dredgers & other equipment, assistance in Customs clearance and safe transportation to site of all supply items/equipment/dredger(s) and also to assist and advise DCI in the matter of importation of dredgers/crafts, equipment and materials and to assist in re-export of our craft and equipment.
- d) Assist in arranging qualified local labour including secretarial assistance and translators where necessary for the execution of the project.
- e) Assist during visits of DCI's personnel or representatives in connection with the project. Also provide assistance in obtaining visas and work permits for these personnel.
- f) Provide local liaison and co-ordination between Client, DCI and local Government / authorities, suppliers, etc.
- g) To advise and assist DCI in all matters relating to all religious and other local customs.
- h) To assist and advise DCI:
 - To liaise with concerned authority/Port with a view to secure prompt and suitable berths for the dredgers as and when required.
 - To arrange Pilotage and towage if required.

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- To assist in arranging supply of provisions, bunkers, water, stores and spare parts subject to availability.
 - To assist DCI in identifying suitable workshops for repairs of dredger & its equipment.
- i) Provide any other assistance as may be required by DCI during and after execution of the project.

8 EXCLUSIVITY

During the validity period of this MOU, unless with the previous written consent of DCI to the contrary, the Marketing Consultant shall not enter into any similar agreement / Memorandum of Understanding of any nature in respect of the Dredging/Reclamation Projects and/or discuss matters concerned under this MOU & the projects, either directly or indirectly or through its subsidiary/ associate or otherwise with any other party(ies) or disclose any facts/information about DCI apart from marketing purpose or for the prospective projects.

9 RELATIONSHIP OF THE PARTIES

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

10 CONFIDENTIALITY

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

11 NOTICES

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

12 AMENDMENTS

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

13 TAXES

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

14 LANGUAGE

All notices, communication and statements shall be made in English

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language.

15 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.

16 SETTLEMENT OF DISPUTES

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

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

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

Notwithstanding any reference to arbitration herein,

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

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SECTION - IV

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- 1.** EOI shall be submitted in a **Two Covers** as indicated in section-II and the covers shall be sealed and super scribed in bold letters as “**EOI FOR APPOINTMENT OF MARKETING CONSULTANT OF DCI – EOI NO. DCI/MKTG/Mktg-Conslt./758/2019 Dt. 25.06.2019, Category- _____**” along with the name of the Firm.
- 2.** The EOI shall be sent so as to reach the address as mentioned in Section-I. DCI shall not be in any way responsible for postal delays. The Technical proposal will be opened at the time and place as mentioned in Section-I while Price Proposal opening will be informed later to the qualified applicant. The EOI may be sent by post/ courier/ handed over personally to/ at the mentioned address in a single cover which consists of Cover-A (Technical Proposal) & Cover-B (Price Proposal).
- 3.** All EOIs must be absolutely clear, failing which the same will not be considered.
- 4.** 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.
- 5.** 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.
- 6.** The EOI should be valid for a period of 180 days (one hundred eighty) days from the date of opening.
- 7.** DCI reserves the right to inspect the premises of the firm to assess their credentials/ capabilities prior appointment or after the appointment. If at any time subsequent to the appointment it is found that the credentials given by the party are false and/ or do not correspond to the one given/ submitted along with the EOI, DCI reserves the right to cancel the appointment without any financial liability.
- 8.** Conditional EOIs and additional conditions of the Firms will not be considered.
- 9.** In the event of any breach of MOU on the part of the appointed firm, DCI reserves the right to withhold the payments of bills.
- 10.** All rules and regulations governing the Dredging Corporation of India Limited will be applicable.

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- 11.** In case DCI is successful in obtaining the project during the validity of MOU, the MOU shall remain in force and effective for the duration and up to the completion of the project.
- 12.** On expiry of the MOU, the parties shall have no claims on each other whatsoever, except fees for services in connection with PROJECT.
- 13.** The Consultant shall meticulously observe, follow and carry out the written directions/ instructions given to them by DCI from time to time.
- 14.** Both DCI and Consultant shall not use or disclose any confidential information during the validity of MOU and thereafter except for the mutual benefit of DCI and Consultant without prior approval of the other party in writing.
- 15.** DCI shall provide the required Technical Publicity material from time to time free of cost to the Consultant to suit local requirements, without any financial implication to the consultant.
- 16.** Consultant shall not incur any liability, charge, lien or encumbrance on behalf of DCI or in any way pledge or purport to pledge the credit of DCI or accept any order or make any contract binding upon DCI without prior approval of DCI in writing.
- 17.** DCI can avail the services of any other Consultant for services not covered under this MOU, with in the same region.
- 18.** Price: DCI will reimburse the following expenditure to be incurred by the Marketing Consultant during consultation period at actuals against documentary evidences:
 - i. Payment to be made towards purchase of Tender Documents.
 - ii. Expenditure to be incurred towards Visa fee, Transportation, Fax, Telephone facility, Accommodation facilities to be provided by the Consultant to DCI officials during their visits from time to time. If required one representative of the Consultant will accompany DCI officials during such visit and only local travel & accommodation expenses will be reimbursed for that representative.
 - iii. Payment to Ports, Customs, and Government Agencies for obtaining licenses, permits, clearances of the Vessel, etc. during execution of the Contract.
 - iv. Payments made towards provisions, bunkers, water, stores, and spares to be arranged by the Marketing Consultant as per the advice of DCI.

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EOI FOR APPOINTMENT OF MARKETING CONSULTANT**

19. The applicant shall quote for the consultancy charges in their PRICE PROPOSAL (Annexure-III) and to be submitted in a separate sealed envelope.

20. Schedule of payment for Consultancy charges:

For Pre-Bid Activities		Percentage of total lump sum charges quoted
i	After award of work and on signing of agreement with the client for the work	25%
For Post-Bid Activities		
ii	Monthly payments will be made as percentage of total quoted price proportionate to progress of completion of the work.	65%
iii	On completion of project and on receipt of final bill from the client.	Balance 10%

21. Canvassing in connection with EOI is strictly prohibited and the EOI submitted by the Firms who resorts to canvassing are liable for rejection.

22. Notwithstanding anything stated elsewhere in this EOI document, DCI reserves the right to terminate the appointment at any time by giving one month notice.

23. Any change in the constitution of the Firm shall not be permitted except with the clear written consent of the Corporation.

24. 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. Bids not accompanied by duly signed Integrity Pact shall be liable for rejection. IP would be implemented through the Independent External Monitor (IEM) for this tender. The successful applicant will also be required to sign the Integrity Pact as enclosed at Annexure-8. The addresses of the same are:

- 1) Shri. M. Narayana Rao, Ex.CMD, Midhani,
House No. 8-2-293/82/J/A-60,
Journalist colony, Jubilee Hills, Hyderabad 500033
Phone- 9989055569
Email- nrmyneni@gmail.com
- 2) Shri. M. Sundara Ram, IRTS(Retd.),
Chief Operations Manager, NEFR
203, Subh Niwas, 12-13-548, Street 14, Nagarjuna Nagar,
Taranaka, Hyderabad-500017
Phone 9701345950; Email- madduris2000@gmail.com

**DREDGING CORPORATION OF INDIA LIMITED
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SECTION V

ANNEXURE- 1

APPLICATION FORM

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

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

In response to your EOI dated _____ we are forwarding the following information and documents for getting appointment as a Marketing Consultant of DCI under **Category-_____**:

1	Full name of the company / firm and address including Phone: Fax: E-mail:	
	Full Name of the Authorised person signing the EOI bid (submit documents like power of attorney or management directive establishing that the authorised person can submit EOI / tenders and take decision in terms of this EOI on behalf of the company during the MOU period.	
	Full Name of the Contact person who will remain the sole point of contact of the Applicant for communicating with DCI in the country of interest. (submit details only if in case of person is different from the authorised person otherwise mention "same as above")	
	Full Name of the Contact person who will remain the sole point of contact of the Applicant for communicating with DCI and who is based/placed in India with duly establishing his/her relation with the Applicant.	
2	Date of Establishment of the firm and the names of the Partners or Corporate status. (A copy of the partnership Deed or Articles of Association to be	

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		enclosed)	
3	a	Professional experience in the field of marketing with specific reference to dredging, dredging related services, marine and shipping operations.	
	b	Personnel — Qualification and experience. Please provide the details giving organizational chart.	
4		Full particulars of branches and associates at various other Ports.	
5	a	Names of the dredging firms, shipping firms and other firms represented.	
	b	Any other activities related to dredging and shipping business	
	c	Whether representing any Surveyors at -----	
	d	Please provide details of dredging assignments secured for the Principals or cargo secured for the Principals or any other contracts secured for the Principals as their Consultant	
6		Whether party holds a C&F License and is engaged in Customs Clearance work.	
7		State whether you have latest IT facilities and if so, details of software applications developed related to marketing.	
8	a	Names of bankers and indication of financial standing (a copy of balance sheet in respect of last financial year to be enclosed in case of a limited company and Income Tax Clearance Certificate in case of a proprietorship and partnership company).	
	b	Are you agreeable in principle to give a bank guarantee if so required by the Corporation?	
9		State whether any of the partners or Directors of the company is on the board of Local Trade Association. If so, give details.	
10		Was your agency terminated any time in the past? If yes, why and how it was terminated? Please give details.	

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NOTE:

1. All points must be answered
2. Documentary evidence is to be provided wherever required.
3. For details, if space provided is inadequate, separate sheet to be used.
4. Only duly filled questionnaires complete in all respects with supporting documents will be considered
5. This questionnaire duly filled should be signed by an authorized executive of the company.

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SECTION V

ANNEXURE - 2

EXPRESSION LETTER

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

Reference No. _____

Date _____

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

Sub: Invitation of Expression of Interest for Appointment of Marketing Consultant under Category- _____:.

Sir,

- 1) This is with reference to the online advertisement dated _____ inviting Expression of Interest for Appointment of Marketing Consultant, we have read and understood the contents of the Invitation of Expression of Interest (Invitation) and are desirous to be appointed as Marketing Consultant of DCI, and for this purpose:
- 2) We propose to submit our EoI in individual capacity as _____ (insert name) and the power of attorney/boards resolution/management directive authorising our official to represent our company & take decisions on company's behalf are enclosed with this annexure.
- 3) We believe that our firm satisfies the eligibility criteria set out in the Invitation for EOI.
- 4) We certify that as regards matters other than security and integrity of the country, we have not been convicted by a Court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to associate with a public sector unit or which relates to a grave offence that outrages the moral sense of the community.

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- 5 We further certify that in regard to matters relating to security and integrity of India and any other country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our sister concerns.

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

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

Yours faithfully,

Authorized Signatory

For & on behalf of the Party.

**DREDGING CORPORATION OF INDIA LIMITED
EOI FOR APPOINTMENT OF MARKETING CONSULTANT**

ANNEXURE – 3

**EXPRESSION OF INTEREST FOR APPOINTMENT OF MARKETING
CONSULTANT UNDER CATEGORY _____**

PRICE PROPOSAL

Charges to be paid to the Marketing consultant towards Marketing Efforts and for carrying out other activities as per the scope of work and Terms & Conditions brought out in the EOI other than for the activities for which cost is to be reimbursed at actuals as detailed below:-

Sl. No.	Contract value	Consultancy charges	
2.1	Up to 5 Million USD		% of contract value
2.2	Above 5 Million USD and up to 10 million USD		% of contract value
2.3	Above 10 Million USD and up to 15 million USD		% of contract value
2.4	Above 15 Million USD and up to 20 million USD		% of contract value
2.5	Above 20 Million USD		% of contract value

Note:

- i. Rates quoted shall be inclusive of all taxes, levies, surcharges, etc.
- ii. Above payments are subject to DCI being awarded with the contract and as per the payment terms mentioned at Section-III of this EOI. In case of project terminating prematurely, the payments will be on pro rata basis for the amount of work done.

**DREDGING CORPORATION OF INDIA LIMITED
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SECTION V

ANNEXURE 4

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

Dated _____

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

Sub: **EOI NO. DCI/MKTG/Mktg-Conslt./758/2019 Dt.
25.06.2019 FOR APPOINTMENT OF MARKETING
CONSULTANT OF DCI UNDER CATEGORY-_____**

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

Thanking you,

Yours faithfully,

Place :

Date :

SIGNATURE OF THE FIRM WITH SEAL, NAME AND ADDRESS

**DREDGING CORPORATION OF INDIA LIMITED
EOI FOR APPOINTMENT OF MARKETING CONSULTANT**

SECTION V

ANNEXURE 5

DECLARATION ABOUT RELATIVES

Dated _____

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

**Sub: EOI NO. DCI/MKTG/Mktg-Conslt./758/2019 Dt.
25.06.2019 - APPOINTMENT OF MARKETING
CONSULTANT OF DCI UNDER CATEGORY - _____.**

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

Or

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

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

(Strike out /fill-in as applicable)

Thanking you,

Yours faithfully,

Place :

Date :

SIGNATURE OF THE FIRM WITH SEAL, NAME AND ADDRESS

**DREDGING CORPORATION OF INDIA LIMITED
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SECTION V

ANNEXURE 6

UNDERTAKING ABOUT ILLEGAL GRATIFICATION

Sub: EOI NO. DCI/MKTG/Mktg-Const./758/2019 Dt. 25.06.2019 Invitation of Expression of Interest for Appointment of Marketing Consultant of DCI under Category - _____.

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

Place :

Date :

SIGNATURE OF THE FIRM WITH SEAL, NAME AND ADDRESS

**DREDGING CORPORATION OF INDIA LIMITED
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SECTION V

ANNEXURE 7

NON-DISCLOSURE / CONFIDENTIALITY AGREEMENT

Confidentiality Agreement

Between

Dredging Corporation of India Limited

And

This agreement is made between of _____(Name), _____
(address) and Dredging Company of India Limited, Dredge House, Port Area,
Visakhapatnam-530001, Andhra Pradesh, India referred to individually as "Party" and
collectively as "Parties".

The Parties intend to enter into discussions & share information relating to the Tender / upcoming works (the "Project"). During the course of these discussions, each Party may disclose certain proprietary and confidential information, both written and oral, to the other Party. The Parties wish to protect their proprietary and confidential information and the proprietary and confidential information of their clients.

In this agreement, "Confidential Information" means all information of whatever nature disclosed directly or indirectly by either Party to the other Party after the date of this agreement, whether written, oral or in any other format in relation to the Project.

In consideration of each Party disclosing Confidential Information to the other Party, the Parties hereby agree that:

1. The Party receiving the Confidential Information (the 'Receiving Party') shall during the validity period the MOU or for a period of one year from the date of receipt whichever is the last, to treat all Confidential Information as confidential and not to disclose the Confidential Information, in whole or in part except as hereinafter provided and shall not use the Confidential Information other than for the sole purpose of evaluating and assessing the Project & promotion of DCI, except as may be subsequently agreed in writing by the disclosing party (the "Disclosing Party").
2. The Receiving Party may disclose the Confidential Information to its employees, agents, associates or subcontractors and advisors (the "Representatives") whose participation, review or evaluation is essential and who are informed of the confidential nature of the Confidential Information and agree to be bound by the terms and conditions of this agreement.
3. The restrictions referred to above shall not apply to information which is:
 - a. Already in the possession of the Receiving Party at the time of disclosure, or;
 - b. Lawfully received from a third party, or;
 - c. Generally available to the public other than as a result of a disclosure by the Receiving Party or its Representatives or;
 - e. Independently developed or created by the Receiving Party or its agents or subcontractors without access to the disclosed Confidential Information.

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4. Nothing herein shall restrict the Receiving Party from disclosing the Confidential Information or any part thereof pursuant to a judicial or other lawful government order, but only to the extent required by such order.
5. On the written request of the Disclosing Party at any time, the Receiving Party shall immediately, at its own cost, return or destroy all Confidential Information at the option of the Disclosing Party any documents in its possession (including all multiple copies thereof whether in hard copy or electronic form) in so far as they contain the Confidential Information or any material derived from or based on the Confidential Information.
6. The Receiving Party accepts that monetary damages may not be a sufficient remedy for any breach of this agreement by it or its representatives and that the Disclosing Party may be entitled to specific performance and injunctive relief as remedies for any breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this agreement by the Receiving Party or its representatives but shall be in addition to all other remedies available at law.
7. The supply of Confidential Information pursuant to this agreement shall not be construed as the grant of any license, rights of ownership or other rights in respect of the Confidential Information save for the purpose specified in the introductory paragraph.
8. No failure or delay of either Party to enforce or exercise any right under this agreement shall be construed as a waiver of such right.
9. Entry into this agreement shall not place any obligation on either Party to enter into any further contractual relationship with the other Party.
10. This agreement shall be binding upon the Parties as of the date signed by both Parties.
11. This Agreement shall be governed by and construed in accordance with the laws of India and the Parties agree to submit to the non-exclusive jurisdiction of Indian courts for all disputes or actions arising out of this agreement.

For and on behalf of

For and on behalf of

**DREDGING CORPORATION OF INDIA LIMITED
EOI FOR APPOINTMENT OF MARKETING CONSULTANT**

SECTION V

ANNEXURE 8

INTEGRITY PACT

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

And

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

Preamble:

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

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

Section 1 - Commitments of the Principal

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

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

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

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

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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)

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

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

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

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

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

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

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

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

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

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the” Guidelines on Banning of business dealings “is annexed and marked as Annexure-B”.

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

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

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

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

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

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

Section 8: Independent External Monitor/ Monitors

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

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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'.

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) _____

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Annexure-A

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

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

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

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

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

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

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

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

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

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

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

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

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

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

2.4 Failure to furnish correct and detailed information as called for in paragraph – 2.1 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same liable to termination by DCI. Besides this there would be a penalty of banning business dealings with DCI or damage or payment of a named sum.

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Annexure-B

Guidelines on Banning of Business Dealings

1.0 Introduction

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

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

2.0 Scope

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

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

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

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

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

3.0 Definitions

In these Guidelines, unless the context otherwise requires:

- i) "Party / Contractor / Supplier / Bidders" shall mean and include a public limited company or a private limited company, a joint Venture, Consortium, HUF, a firm whether registered or not, an individual, cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. "Party / Contractor/ Supplier / Bidder" in the context of these guidelines is indicated as 'Agency'.

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- ii) “Unit” shall mean the Project/ Regional Office/ Liaison Office.
- iii) “Competent Authority” and ‘Appellate Authority’ shall mean the following: The concerned Director shall be the ‘Competent Authority’ for the purpose of these guidelines. CMD shall be the ‘Appellate Authority’ in respect of such cases.
- iv) “Investigating Committee” shall mean any Officer/Committee appointed by Competent Authority to conduct investigation.
- v) “List of approved Agencies viz Parties / Contractors / Suppliers/Bidders” shall mean and include list of Parties/ Contractors / Suppliers / Bidders etc if registered with Employer.

4.0 Initiation of Banning / Suspension

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

5.0 Suspension of Business Dealings.

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

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

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

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

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

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

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

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

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

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

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

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

7.0 Banning of Business Dealings

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

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

i) To study the report of the unit/division responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.

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ii) To recommend for issue of show-cause notice to the Agency by the concerned unit/division as per clause 9.1.

iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.

iv) To submit final recommendations to the Competent Authority for banning or otherwise.

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

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

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

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

9.0 Show-cause Notice

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

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

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

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

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

10.0 Appeal against the Decision of the Competent Authority

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

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

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

i) The concerned unit shall forward the name and details of the Agency(ies) banned to IT&C Division of SJVN's Corporate Office for displaying the same on SJVN website.

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