

Sub: Expression of Interest for formation of JV/consortium with DCI for joint execution of dredging works– Reg.

Ref: 1. EOI invited vide Ref No. DCI/MKTG/JV-CONSORTIUM/2018 03.10.2018 bearing tender id 2018_DCIL_366133_1
2. Corrigendum No. 1 No. DCI/MKTG/JV-CONSORTIUM/2018 31.10.2018
3. Corrigendum No. 2 DCI/MKTG/JV-CONSORTIUM/2018 Dt. 15.11.2018
4. Corrigendum No. 3 DCI/MKTG/JV-CONSORTIUM/2018 Dt. 28.11.2018
5. Corrigendum No. 4 DCI/MKTG/JV-CONSORTIUM/2018 Dt. 20.12.2018
6. Corrigendum No. 5 DCI/MKTG/JV-CONSORTIUM/2018 Dt. 03.01.2019

This is to be read in continuation of EOI with subject matter bearing tender id 2018_DCIL_366133_1 invited vide NIT Dt. 03.10.2018. The bidders who have submitted their bids against the tender 2018_DCIL_366133_1 need not submit their applications once again. In this regard, the last date for submission of subject EOI has been extended till 1500 Hours on 07.02.2019 vide our corrigendum 6.

**Dredging Corporation of India Limited
Visakhapatnam**

Sub: Expression of Interest for formation of JV/consortium with DCI for joint execution of dredging works- Reg.

Ref: 1. EOI invited vide Ref No. DCI/MKTG/JV-CONSORTIUM/2018 03.10.2018 bearing eprocure tender id 2018_DCIL_366133_1
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3. Corrigendum No. 2 DCI/MKTG/JV-CONSORTIUM/2018 Dt. 15.11.2018
4. Corrigendum No. 3 DCI/MKTG/JV-CONSORTIUM/2018 Dt. 28.11.2018
5. Corrigendum No. 4 DCI/MKTG/JV-CONSORTIUM/2018 Dt. 20.12.2018
6. Corrigendum No. 5 DCI/MKTG/JV-CONSORTIUM/2018 Dt. 03.01.2019

Reference is invited to the Tender invited by DCI vide NIT Dt. 03.10.2018 cited above. In this connection, all the bidders are hereby informed that **the revised schedule of bidding is process is as under:**

Sl.	Ref.	Description	Schedule as per Corrigendum 5	Revised Schedule Corrigendum 6
1.	Cl. 1 i.v. page 5 & Clause 11 page 10	The due date and time of submission of EOI	Before 1500 hours on 24.01.2019	Before 1500 hours on 07.02.2019
2.	Cl. 1 i.v. page5	The date of opening of EOI	1530 hours on 24.01.2019	1530 hours on 07.02.2019

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)

DCI/MKTG/JV-CONSORTIUM/2018

03.01.2019

**Dredging Corporation of India Limited
Visakhapatnam**

Sub: Notice inviting Expression of Interest for formation of JV/consortium with DCI for joint execution of dredging works– Corrigendum 5- Reg.

Ref: 1.EOI invited vide Ref No. DCI/MKTG/JV-CONSORTIUM/2018
03.10.2018
2.Corrigendum No. 1 No. DCI/MKTG/JV-CONSORTIUM/2018
31.10.2018
3.Corrigendum No. 2 DCI/MKTG/JV-CONSORTIUM/2018 Dt.
15.11.2018
4.Corrigendum No. 3 DCI/MKTG/JV-CONSORTIUM/2018 Dt.
28.11.2018
5.Corrigendum No. 4 DCI/MKTG/JV-CONSORTIUM/2018 Dt.
20.12.2018

Reference is invited to the Tender invited by DCI vide NIT Dt. 03.10.2018 cited above. In this connection, all the bidders are hereby informed that **the revised schedule of bidding is process is as under:**

Sl.	Ref.	Description	Schedule as per Corrigendum 4	Revised Schedule Corrigendum 5
1.	Cl. 1 i.v. page 5 & Clause 11 page 10	The due date and time of submission of EOI	Before 1500 hours on 03.01.2019	Before 1500 hours on 24.01.2019
2.	Cl. 1 i.v. page5	The date of opening of EOI	1530 hours on 03.01.2019	1530 hours on 24.01.2019

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**

Sub: Notice inviting Expression of Interest for formation of JV/consortium with DCI for joint execution of dredging works– Corrigendum 4- Reg.

- Ref:**
1. EOI invited vide Ref No. DCI/MKTG/JV-CONSORTIUM/2018 03.10.2018
 2. Corrigendum No. 1 No. DCI/MKTG/JV-CONSORTIUM/2018 31.10.2018
 3. Corrigendum No. 2 DCI/MKTG/JV-CONSORTIUM/2018 Dt. 15.11.2018
 4. Corrigendum No. 3 DCI/MKTG/JV-CONSORTIUM/2018 Dt. 28.11.2018

Reference is invited to the Tender invited by DCI vide NIT Dt. 03.10.2018 cited above. In this connection, all the bidders are hereby informed that **the revised schedule of bidding is process is as under:**

Sl.	Ref.	Description	Schedule as per Corrigendum 3	Revised Schedule Corrigendum 4
1.	Cl. 1 i.v. page 5 & Clause 11 page 10	The due date and time of submission of EOI	Before 1500 hours on 20.12.2018	Before 1500 hours on 03.01.2019
2.	Cl. 1 i.v. page5	The date of opening of EOI	1530 hours on 20.12.2018	1530 hours on 03.01.2019

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

[Signature]
HOD (MKTG)

26/12/18

DCI/MKTG/JV-CONSORTIUM/2018

28.11.2018

**Dredging Corporation of India Limited
Visakhapatnam**

Sub: Notice inviting Expression of Interest for formation of JV/consortium with DCI for joint execution of dredging works- Corrigendum 3- Reg.

- Ref:**
1. EOI invited vide Ref No. DCI/MKTG/JV-CONSORTIUM/2018 03.10.2018
 2. Corrigendum No. 1 No. DCI/MKTG/JV-CONSORTIUM/2018 31.10.2018
 3. Corrigendum No. 2 DCI/MKTG/JV-CONSORTIUM/2018 15.11.2018

Reference is invited to the Tender invited by DCI vide NIT Dt. 03.10.2018 cited above. In this connection, all the bidders are hereby informed that **the revised schedule of bidding is process is as under:**

Sl.	Ref.	Description	Schedule as per Corrigendum 2	Revised Schedule Corrigendum 3
1.	Cl. 1 i.v. page5 & Clause 11 page 10	The due date and time of submission of EOI	Before 1500 hours on 29.11.2018	Before 1500 hours on 20.12.2018
2.	Cl. 1 i.v. page5	The date of opening of EOI	1530 hours on 29.11.2018	1530 hours on 20.12.2018

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)

DCI/MKTG/JV-CONSORTIUM/2018

15.11.2018

**Dredging Corporation of India Limited
Visakhapatnam**

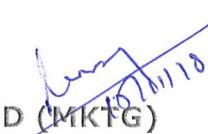
Sub: Notice inviting Expression of Interest for formation of JV/consortium with DCI for joint execution of dredging works- Corrigendum ~~1~~- Reg.

Ref: 1. EOI invited vide Ref No. DCI/MKTG/JV-CONSORTIUM/2018
03.10.2018
2. Corrigendum No. 1 No. DCI/MKTG/JV-CONSORTIUM/2018
31.10.2018

Reference is invited to the Tender invited by DCI vide NIT Dt. 03.10.2018 cited above. In this connection, all the bidders are hereby informed that **the revised schedule of bidding is process is as under:**

Sl.	Ref.	Description	Schedule as per Corrigendum 1	Revised Schedule Corrigendum 2
1.	Cl. 1 i.v. page5 & Clause 11 page 10	The due date and time of submission of EOI	Before 1500 hours on 15.11.2018	Before 1500 hours on 29.11.2018
2.	Cl. 1 i.v. page5	The date of opening of EOI	1530 hours on 15.11.2018	1530 hours on 29.11.2018

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)

DCI/MKTG/JV-CONSORTIUM/2018

31.10.2018

**Dredging Corporation of India Limited
Visakhapatnam**

Sub: Notice inviting Expression of Interest for formation of JV/consortium with dci for joint execution of dredging works– Corrigendum 1- Reg.

Ref: EOI invited vide Ref No. DCI/MKTG/JV-CONSORTIUM/2018
03.10.2018

Reference is invited to the Tender invited by DCI vide NIT Dt. 03.10.2018 cited above. In this connection, all the bidders are hereby informed that **the revised schedule of bidding is process is as under:**

Sl.	Ref.	Description	Schedule as per tender Dt. 03.10.2018	Revised Schedule
1.	Cl. 1 i.v. page5 & Clause 11 page 10	The due date and time of submission of EOI	Before 1500 hours on 01.11.2018	Before 1500 hours on 15.11.2018
2.	Cl. 1 i.v. page5	The date of opening of EOI	1530 hours on 01.11.2018	1530 hours on 15.11.2018

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
(A GOVT. OF INDIA UNDERTAKING)

**INVITATION FOR "EXPRESSION OF INTEREST
FOR FORMATION OF JV/CONSORTIUM WITH
DCI FOR JOINT EXECUTION OF DREDGING
WORKS"**

'Dredge House' Port Area, Visakhapatnam — 530 001 (A.P)
Telephone: +91-891-2871312
Fax: +91-891-2791802

Dredging Corporation of India Limited

(A Govt. of India undertaking)

"Dredge House", Port area, Visakhapatnam-530001, A.P., India

Phone: +91 891 2871312, Fax: +91 891 2791802

NOTICE INVITING EXPRESSION OF INTEREST FOR FORMATION OF JV/CONSORTIUM WITH DCI FOR JOINT EXECUTION OF DREDGING WORKS

1. Introduction

- 1.1. Dredging Corporation of India Limited, Visakhapatnam (DCI), is a public sector undertaking under the Ministry of Shipping, Government of India. DCI was formed during the year 1976 to promote Dredging, Land Reclamation, 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.
- 1.2. 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 meter depth and comparable to the best in the world. DCI stands today as India's premier organization in dredging and land reclamation projects.
- 1.3. In addition to the most sophisticated dredging fleet, DCI has in its fold Senior, Master Mariners, Marine/ Mechanical/ Civil engineers backed by vast experience in the field of dredging and reclamation works. All our dredgers are provided with most modern electronic equipment for position fixing, production monitoring etc. for effective dredging operations. DCI is also equipped with computer systems with integrated data processing facility for communicating with the projects located in different Projects.

2. The Expression of Interest (EOI)

- 2.1.** DCI is intending to have suitable dredging firms with vast experience in Rock Dredging for Joint Participation/ execution of Rock Dredging works which are secured through Nomination/ Tenders.
- 2.2.** In this connection, an Invitation ("Invitation") has been prepared to enable potentially interested Dredging Firms from India or Abroad to submit their ***Expression of Interest ("Eoi")*** to form JV with DCI.
- 2.3.** For the purposes of this Transaction, the potential Firm shall ascertain the applicability of all Indian laws and shall ensure compliance with the same.
- 2.4.** DCI plans to enter into an MoU Agreement with the shortlisted firm for Formation of Joint Venture/ Consortium for participation/ Execution of Rock Dredging Works.
- 2.5.** In this regard, sealed EOI covers are invited from reputed firms who are interested to form a JV/ Consortium with DCI for Joint Participation/ Execution of Rock Dredging works. Tentative Scope of the work and other details are enclosed.
- 2.6.** 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.
- 2.7.** Firms are requested to submit their EOI document so as to reach the office/ email 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 parties are advised to check the website regularly for corrigenda/ addenda if any, which will be published only in the website.
- 2.8.** 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.

- 2.9.** 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)

Dredging Corporation of India Limited

(A Govt. of India undertaking)

"Dredge House", Port area, Visakhapatnam-530001, A.P., India

Phone: +91 891 2871312, Fax: +91 891 2791802

EXPRESSION OF INTEREST FOR FORMATION OF JV/CONSORTIUM WITH DCI FOR JOINT EXECUTION OF DREDGING WORKS

1. SUBMISSION OF EXPRESSION OF INTEREST

- i. Dredging Corporation of India Limited, a public sector undertaking with the Government of India ("DCI") is the premier dredging company in India. DCI plans to identify suitable Dredging Company with experience in Rock Dredging works for Joint participation/ execution of Rock Dredging along with DCI in upcoming Dredging projects.
- ii. An advertisement has been published online at www.dredge-india.com & www.eprocure.gov.in inviting interested parties to submit their Expression of Interest for formation of JV/ Consortium with DCI for joint execution of Rock Dredging Works secured through Nomination/ tender.
- iii. 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
- iv. The due date and time of submission of EOI along with RFQ and statement of legal capacity in the prescribed format shall be before **1500 Hrs on 01.11.2018** unless otherwise notified. The date of opening of EOI will be at **1530 Hrs on 01.11.2018**. 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 parties are advised to check the website regularly for corrigenda/addenda if any, which will be published only in the website.

1.2. The Process of EOI

The process consists of three stages

- i. **First stage** - Submission of EOI by complying all EOI conditions

- ii. **Second stage** - power point Presentation by short listed firms to DCI on their rock dredging capabilities
- iii. **Third stage** - Identified JV/ Consortium Partner Entering in to an MOU with DCI with for formation of JV/ Consortium for joint execution of Rock Dredging works secured through Nomination/ tenders.

1.1.1. In first stage, all interested parties are required to submit an Expression of Interest ("Eoi"), which shall comprise of

- Expression Letter (provided in Annexure 1) along with complete EOI document signed & stamped on each page,
- Request for Qualification ("RFQ", provided in Annexure 2) and
- Statement of Legal Capacity (provided in Annexure 3).
- Integrity Pact (as per Annexure 4)

The Eoi shall be used for prequalifying the interested parties on the criteria specified, without conferring any right or expectation whatsoever. The Firms submitting the bids as per conditions of the EOI shall be evaluated as per Preliminary eligibility criteria.

1.1.2. In the second stage, the qualified firms shall be invited to make a presentation to DCI on their capabilities in execution of rock dredging works. The Venue of Presentation shall be DCI head office and the schedule will be fixed up after the technical evaluation of EOI bids.

1.1.3. Based on the evaluation and presentation on rock dredging capabilities, the JV/ Consortium partner shall be selected

1.2. **Memorandum of Understanding (MoU)**

DCI plans to enter into MoU agreement with the selected firm for Joint participation/ Execution of upcoming Rock Dredging Works in India. The MoU shall be in the nature of an exclusive agreement between DCI and the selected company.

2. **Preliminary Eligibility Criteria**

2.1. The Eoi shall be submitted by dredging Firms as a single entity. JV/ Consortiums are not eligible.

2.2. For submitting the EoI and for being considered for subsequent qualification process, the interested parties must satisfy the following eligibility criteria

A.	Technical Capacity	<ul style="list-style-type: none"> i. Minimum 7 years of experience in the field of dredging and related activities. ii. Should have successfully completed during the last 7 years <ul style="list-style-type: none"> a. at least one dredging work of value not less than INR 1535 Crore/ USD 217.73 Million/ equivalent (or) quantity of at least 9.2 M Cum b. at least two dredging works of value not less than INR 960 Crore/ USD 136.17 Million/ equivalent each (or) quantity of at least 5.7 M Cum each (or) c. at least three dredging works of value not less than to INR 768 Crore/ USD 108.94 Million/ equivalent each (or) quantity of at least 4.6 M Cum each <ul style="list-style-type: none"> * each of above dredging work must consist of atleast 25% rock dredging quantity. iii. The firm should have necessary equipment required for dredging at Ports / rivers / Marine establishments in their command such as Cutter Suction dredgers Equipment for Rock Dredging works, Equipment for underwater drilling and blasting works, etc. List of equipment available with the firm with detailed specifications and ownership details to be enclosed. iv. Must possess one Cutter Suction Dredger with minimum cutter power of 3000 HP. v. Necessary manpower for manning the equipment to execute the works, with documentary evidence for the same along with this EOI.
B.	Financial Capacity	<ul style="list-style-type: none"> i. Shall have minimum average annual turnover of Rs. 580 crore/ USD 82.27 Million/ Equivalent in dredging works during the last three financial years cumulative.

		ii. Solvency certificate from bankers for at least INR 25 crore/ USD 3.55 USD / Equivalent to be attached.
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3. Interested firms shall submit documentary evidence establishing their qualification for the EOI as per clause 2.0., without which the firm will not be qualified for next stage.
4. No oral modification or interpretation of any provisions of this EOI shall be valid. Written communication shall be issued by DCI when changes, clarifications or amendment to the EOI document is deemed necessary by DCI at its sole discretion.
5. This Invitation along with its enclosures does not constitute any commitment on the part of DCI. Furthermore, this invitation confers neither any right nor expectations to any party to participate in the said process. Further, this process would be in accordance with the provisions of the Articles of Association of DCI
6. DCI reserves the right to withdraw from the processor any part thereof without assigning any reason whatsoever. No liability whatsoever shall accrue to DCI in such an event.
7. 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.
8. **Disqualification**
- 8.1. 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.
- 8.2. Without prejudice, a sole 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 during or after completion of EOI process; 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 dredging works.
- 8.3. The interested party(ies) are therefore required to read the Guidelines and satisfy themselves that they are qualified as per the Guidelines and give an undertaking to the effect that they are qualified. Further, interested parties would be required to provide certain information on the criteria, laid down in the Eligibility Guidelines along with their EoI. The interested party(ies) shall be required to provide with their EoI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against

its chief executive officer ("CEO") or any of its Directors / Managers / employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of DCI.

- 8.4. If an information becomes known which would have entitled DCI to reject or disqualify the interested party(ies), DCI reserves the right to reject such interested party(ies) at any time after such information becomes known to DCI.
- 8.5. The sole interested Firm not satisfying the eligibility and requisite qualification criteria specified in the above sections are not eligible. It must be noted that the sole interested Firm must be eligible, as per the criteria mentioned above, on the date of submission of the EoI and shall continue to be eligible throughout the process.

Terms and Conditions for Submission

9. The interested parties shall submit their EoI duly signed by the authorized signatory. The Bid shall be valid for a period of 90 days from the last date of submission of bids.
10. The RFQ as given in Annexure 2 shall be duly filled in and accompanied by the following documents:
 - 10.1. Audited Balance Sheet and Profit & Loss Account of the sole interested Firm as approved by the Board of Directors for the last 5 financial years.
 - 10.2. List of Dredging Contracts carried out in the last seven years and the contact persons in the customer organizations along with their contact particulars.
 - 10.3. Annual billing of Dredging Contracts during last three years in aggregate certified by the statutory auditors.
 - 10.4. Copy of registration / incorporation certificate.
 - 10.5. List of branches / offices including the nature of presence (Joint Venture, Subsidiary, Branch Office)
 - 10.6. List of Rock Dredging works and the size of projects carried out in the last Seven years.
 - 10.7. Background of the Firm. (As per point 1 to 5 of Annexure 2)
 - 10.8. A statement of reasons for interest in DCI.
 - 10.9. Details of litigation and/or legal/ statutory enquiry if any, including litigation against DCI.
 - 10.10. Any other information considered material.

- 10.11. Statement as regards any indictment by any income tax, sales tax, customs and excise authorities.
11. The EoI and all documents submitted along with it must be in English, 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. Each copy of the EoI shall be bound in separate volumes. Submission of the aforesaid documents by electronic means via email shall also be accepted. The EoI duly completed should be submitted not later than **15:00 hours on 01.11.2018** in a sealed envelope super scribed "**CONFIDENTIAL- EXPRESSION OF INTEREST FOR FORMATION OF JV/CONSORTIUM WITH DCI FOR JOINT EXECUTION OF DREDGING WORKS**" at the following address:
- Mr. V. K. Praviraj**
Head of 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
12. The EoI submitted by interested parties shall be evaluated on the basis of the criteria specified in the Preliminary 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 party(ies) and such interested party(ies) shall be obliged to provide the same forthwith.
13. Notwithstanding anything contained in this EOI, DCI reserves the right to accept or reject any Application and to annul the EOI process and reject all Applications, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
14. 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.
15. **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 a separate envelope super scribed Integrity Pact. 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 tendered will also be required to sign the Integrity Pact as enclosed in Annexure. 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, SubhNiwas, 12-13-548,
Street 14, Nagarjuna Nagar, Taranaka,
Hyderabad-500017
Phone 9701345950
Email- madduris2000@gmail.com

16. **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.

17. **Governing Laws/Jurisdiction:**

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

18. **Arbitration**

Should any dispute or difference arises between the DCI and the selected firm in connection with the MOU, or as to the rights and liabilities of the parties hereto, it shall be referred to the arbitration by a sole Arbitrator, a person to be nominated and appointed by Chairman and Managing Director, DCI, Visakhapatnam and the award of the sole Arbitrator shall be final and binding upon the parties 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.

19. **Proposed Work Scope:**

The proposed work scope in brief for rock Dredging project to be carried out through JV/ Consortium involves dredging/ reclaiming the following types of material.

Quantity to be Dredged/ Reclaimed	11.45 M Cum
Material to be Dredged/ Reclaimed	Hard Calcareous- 4.67 M Cu.M. Weathered Rock- 2.93 M Cu.M Clayey Sand- 3.71 M Cu.M. & Dense Gravel- 0.15 M Cu.M.
Estimated Cost	Around 1900 Cr.
Equipment Required	Min 2 CSD & Max 3 CSDs
Daily out put required	20,700 Cum (considering 26 operations days per month)
Total Period of Dredging	24 Months (including Mob & De-Mob)
Mob & De-Mob	93 days
Strength of Rock	Varies from 3 to 45 MPA

- i. The JV/ Consortium partner should have in possession of suitable CSD(s), men and material, and also to take up the drilling and blasting of rock if required, and relevant approvals for blasting etc.,
- ii. In case of Breakdown of Equipment, JV/ Consortium partner is expected to mobilize additional equipment to complete the project without time/cost overruns.

Expression Letter

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

Reference No. _____

Date _____

To

The Head of Department (Marketing)
Dredging Corporation of India Limited
"Dredge House", Port Area,
Visakhapatnam - 530 035
Phone +91 - 891 - 2871312
Fax +91 - 891 -2791802
Email: hodmktg@dcil.co.in

Sub: Invitation of Expression of Interest for "formation of JV/consortium with DCI for joint execution of dredging works"

Sir,

1) This is with reference to the advertisement dated _____ inviting Expression of Interest for "**formation of JV/consortium with DCI for joint execution of dredging works**", we have read and understood the contents of the Invitation of Expression of Interest (Invitation) and are desirous of entering 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 country, we have not been convicted by a Court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to associate with a public sector unit or which relates to a grave offence that outrages the moral sense of the community.

5) We further certify that in regard to matters relating to security and integrity of the 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.

8) The Statement of Legal Capacity and Request for Qualification as per formats indicated hereinafter, duly signed by us, satisfy the eligibility criteria, are enclosed.

We shall be glad to receive further communication on the subject.

Yours faithfully,

Authorized Signatory

For & on behalf of the Party.

Enclosure:

1. Request for Qualification (Annexure 2)
2. Statement of Legal Capacity (Annexure 3)
3. Integrity Pact (annexure 4)

ANNEXURE 2

Request for Qualification

(To be submitted in respect of interested party)

Name of the interested Party(ies) _____

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:

5. Date & Place of incorporation:

6. Date of commencement of business:

7. Full address including Phone No./Fax No/e-mail.:

i) Registered Office:

ii) Head Office:

8. Address for correspondence:

9. The Audited Balance Sheets and the Profit & Loss Accounts as approved by the Board of Directors for the last 5 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.

10. List of Dredging works carried out in the last seven years and the contact persons in the customer organizations along with their contact particulars.

11. Annual billing of Dredging works during last three years in aggregate certified by the statutory auditors.

12. Copy of registration / incorporation certificate.

13. List of branches / offices in India and abroad

14. List of offices in various countries including the nature of presence (Joint Venture, Subsidiary, Branch Office) and the name of local partners, if any

15. List of Rock Dredging works carried out (and their respective project size) in the last 7 years including client details.

16. Please provide details of all contingent liabilities that, if materialized, would have or would reasonably be expected to have a material adverse affect on the business, operations (or results of operations), assets, liabilities and/or financial condition of the Company, or other similar business combination or transaction.

17. Contact Person(s):

i) Name:

ii) Designation:

iii) Phone No.:

iv) Mobile No.:

v) Fax No.:

vi) Email:

18. Please find attached the relevant information pursuant to Clause 10 at page 9 & 10 of the Expression of Interest.

Yours faithfully,

Authorized Signatory
For & on behalf of the (party)

Place:

Date:

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

Statement of Legal Capacity

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

Reference No. _____

Date _____

To

The Head of Department (Marketing)
Dredging Corporation of India Limited
"Dredge House", Port Area,
Visakhapatnam - 530 035
Phone +91 - 891 - 2871312
Fax -'91 - 891 - 2791802
Email: hodmktg@dcil.co.in

Sub: Invitation of Expression of Interest for "formation of JV/consortium with DCI for joint execution of dredging works"

Sir,

This is with reference to the advertisement dated _____ inviting Expression of Interest for Joint Venture with DCI

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

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

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

Further, the authorized signatory is vested with requisite powers to furnish such letter and Request for Qualification and authenticate the same.

Yours faithfully,

For and on behalf of (party)

Authorized Signatory

Signatures of _____ (insert individual's name) Attested

Attested

Authorized Signatory

For and on behalf of (party)

**Strike off whichever clause is not applicable*

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

INTEGRITY PACT

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

And

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

Preamble:

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

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

Section 1 - Commitments of the Principal

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

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

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

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

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

this 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.

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 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.

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'.

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) _____

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.

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.

Annexure B to Integrity Pact

GUIDELINES ON BANNING OF BUSINESS DEALINGS

CONTENTS:

S. No.	Description	Page(s)
1.	Introduction	9
2.	Scope	9
3.	Definitions	10
4.	Initiation of Banning / Suspension	11
5.	Suspension of Business Dealings	11-12
6.	Ground on which Banning of Business Dealing can be initiated	12-13
7.	Banning of Business Dealings	13-14
8.	Removal from List of Approved Agencies-Suppliers/Contractors etc.	14-15
9.	Procedure for issuing Show-cause Notice	15
10.	Appeal against the Decision of the Competent Authority	15
11.	Review of the Decision by the Competent Authority	15
12.	Circulation of the names of Agencies with whom Business Dealings have been banned	16

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.

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) *'Party/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. *'Party/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.
- 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 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 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 of facts;
- 6.8. If the Agency uses intimidation/threatening or brings undue outside pressure on the Company (DCI) or its official in acceptance/performance 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.

(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:

- 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.
 - 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 for more 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.

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.