##### OBLIGATIONS OF THE MARKETING REPRESENTATIVE

1. The **Marketing Representative (MR)** shall
   1. Obtain orders for the Company i.e. **Goa Shipyard Ltd (GSL)** from Govt. Departments, public and private parties in the territory of operation.
   2. Arrange seminars, presentations, etc., to the buyers, whenever necessary, with the assistance of the Company, to develop market for the Company and attract new and capable buyers. The cost of such seminars, presentations etc., travel of the Company’s representatives shall be borne by the Company.
   3. Obtain from the buyers necessary information/documents to enable the Company to make their offer for design, construction & supply of ships and other products & services.
   4. Introduce the Buyer and assess his sincerity towards the project and financial condition & credit worthiness, however the Company shall also verify the creditworthiness & the financial standing of the buyers introduced by the Marketing Representative & the Marketing Representative shall be in no way responsible or liable for defaults in payments on the part of the buyers introduced by them.
   5. Inform the buyers of the various requirements to be completed in India for export of vessels. It shall be the responsibility of the Company to clearly indicate these requirements, sanctions, permissions, licenses to be obtained by the Buyer in this regard. The Company shall indicate these requirements to the Marketing Representative for his necessary action.
   6. Recommend suitable price structure strategy, after making proper assessment of competitive prices & the Buyers requirements so as to achieve best terms & price for the Company.
   7. Assist to the best of their ability to the Company and the buyer in formulating the Agreement for design, construction & supply of vessel and/or other products & services, so that Agreement terms and conditions do not violate the laws of India and the country of the buyer.
   8. Assist the Company, during the construction period, in prompt release of stage payments from buyer and any other assistance required for due performance of the Agreement.
   9. Arrange for payment of advance by the Buyers and other Authorities in the Territories in respect of Orders placed by them on the Company and also for opening of LC (Letters of Credit) in favour of the Company whenever so stipulated in the contracts.
   10. Take all necessary follow up actions to recover the monies due to the Company from the buyers in the Territory and to ensure that the dues are paid or remitted to the Company promptly in accordance with the conditions of sale.
   11. Appear on behalf of the Company with the Bankers, Exchange Control and other Authorities and do all that is necessary to ensure prompt remittance of the dues to the Company.
   12. Shall keep the Company informed of the performance of the ships and/or products sold by the Company to various Buyers as per the Buyers feedback so as to make suitable recommendations / modifications in the ships and/or products based upon the actual experience of the respective buyers.
   13. Co-ordinate between the buyer/ Company and foreign/indigenous equipment suppliers for expeditious repairs/maintenance of buyer’s vessels. Expenses incurred for repairs of such vessels by equipment supplier/any other agency with concurrence of the Company shall be reimbursed at actuals.
   14. Conduct market survey and determine the market potential for the said products in other countries also.
   15. Monitor various market trends prevailing in other countries and recommend suitable strategies to meet the market demands.
   16. Advise the Company on the advertisement/publicity campaign to be carried out in other countries and its allied issues such as media selection, copy matter, design layouts, budgeting, etc., so as to build image of the Company as one that of reliability and quality oriented with regard to the said products.
   17. Advise Company in regard to all commercial aspects including the competitiveness of prices, acceptability of delivery schedules, packing requirements, procedures involved in submitting / negotiating tender formalities to be observed in dealing with the Govt. Authorities and other Procurement Agencies in respect of Products in the Territories.
   18. Assist the visiting Company’s delegations in regard to discussions and negotiations with the Authorities and for arranging presentations and demonstrations, if required and also provide the required facilities regarding Office accommodation, Telex, Fax/E-mail, etc. during their visit.
   19. Not represent any other Firm/Company/Institute for the promotion and sale of goods similar to the Products, either directly or indirectly.
   20. Carry out any other duty/work in the field of marketing assigned by the Company from time to time on mutually agreed terms & conditions.