



नौवहन महानिदेशालय, मुंबई
DIRECTORATE GENERAL OF SHIPPING, MUMBAI

Request for Proposals (RFP)
for
**Selection of Consultancy firm for development of Safety
Training and Competency standards for Offshore Industry**

RFP Ref. No.: 25-63011/35/2025-NT-DGS(comp. no.34190)

Date of Issue: 10.11.2025

ISSUING AUTHORITY:
DIRECTORATE GENERAL OF SHIPPING, MUMBAI
Postal Address: 9th Floor Beta Building, I-Think Techno Campus, Kanjurmarg (East),
Mumbai - 400 042 (India)

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(From 9:30 A.M. to 6:00 P.M.)

Disclaimer

The information contained in this Request for Proposal (RFP) document or subsequently provided to Applicants/Consultants whether verbally or in documentary or any other form by or on behalf of the Directorate General of Shipping (DGS) is provided on the terms and conditions set out in this RFP and any other terms and conditions subject to which such information is provided.

This RFP is not an agreement and does not constitute an offer or invitation by client to the prospective Applicants or any other party. Its purpose is solely to provide information that may assist Applicants in preparing their Proposals.

This RFP contains assumptions, assessments, statements, and information made by DGS in relation to the proposed consultancy. These are provided for reference purposes only and may not be complete, accurate, adequate, or correct. Each Applicant should conduct its own independent assessment, investigation, and analysis and obtain independent advice as it may deem necessary before submitting any Proposal.

The information provided herein is not intended to be an exhaustive account of applicable legal or regulatory requirements and should not be considered a complete or authoritative statement of law. DGS shall not be responsible for the accuracy or interpretation of legal provisions contained in this document.

DGS, its employees, and advisors make no representation or warranty and shall have no liability to any person including any Applicant under any law or contract for any loss, damage, cost, or expense arising from any aspect of this RFP, including its accuracy, completeness, reliability, or suitability for any particular purpose.

DGS reserves the right to amend, revise, update, or withdraw the RFP at any stage, to accept or reject any or all Proposals, and to cancel or annul the bidding process, without assigning any reason and without incurring any liability whatsoever. The issue of this RFP does not imply that client is bound to select any Applicant or to appoint the selected Consultant.

All costs associated with the preparation and submission of the Proposal, including but not limited to documentation, travel, presentations, and other expenses, shall be borne solely by the Applicant. client shall not be liable in any manner for such costs, regardless of the outcome of the selection process.

TABLE OF CONTENT

Title / Sub-title
Disclaimer
Section 1: Letter of Invitation
Section 2: Instructions to Consultants (ITC)
A. General
1. Introduction
2. Code of Integrity
3. Eligibility and Qualification Criteria for Consultants
4. Conflict of Interest
B. Preparation of Proposals
5. General Considerations
6. Bid Security
7. Cost of Preparation of Proposal
8. Language of Proposals
9. Documents Comprising the Proposal:
10. Only One Proposal:
11. Pre-Proposal Conference
12. Proposal Validity
13. Clarification and Amendment of RFP
14. Technical Proposal Format and Content:
15. Financial Proposal:
C. Submission, Opening and Evaluation of Proposals
16. Submission of Proposal
17. Opening of the Technical Proposal
18. Determination of Responsiveness
19. Non-conformities, Errors, and Omissions
20. Immaterial non-conformities
21. Clarification of Proposals
22. Evaluation of Technical Proposals
23. Confidentiality:
24. Opening of Financial Proposals
25. Selection of Consultant
D. Negotiations and Award:
26. Negotiations
27. Notification of Award
28. Signing of Contract
29. Performance Security
30. Grievance Redressal/ Complaint Procedure
Section 3: ITB – Data Sheet
Section 4: Eligibility, Qualification and Evaluation Criteria
1. Eligibility Criteria
2. Qualification Criteria
3. Technical Evaluation Criteria
4. Financial Evaluation Criteria
5. Combined Evaluation and Recommendation for Award of Contract
Section 5: Terms of Reference (ToR)

Title / Sub-title
1. Introduction
2. Objectives of the Assignment
3. Scope of Services
4. Deliverables and Outputs
5. Timelines / Work Schedule
6. Client's Input and Responsibilities
7. Team Composition and Qualification
8. Reporting Requirements
9. Terms of Payment
10. Confidentiality and Intellectual Property Rights
Section 6: Proposal Submission Forms
Form T-1: Proposal Form (Covering Letter)
Form T-1A: Details of the Consultant Submitting the Proposal
Form T-2: Consultant's Organization and Experience
Form T-2A: Details of Consultant Similar Assignment
Form T-2B: Summary of Consultant Similar Assignment
Form T-3: Comments and Suggestions on the ToR, Counterpart Staff, and Facilities
Form T-4: Description of Approach, Methodology and Work Plan
Form T-5: Work Schedule and Planning for Deliverables
Form T-6: Team Composition, Assignment, and Key Experts' Inputs
Form T-7: Terms and Conditions – Compliance
Form T-8: Checklist for Consultants
Form T-9A: Bid Security (Bank Guarantee Format)
Form T-9B: Bid Securing Declaration
Form T-10: Integrity Pact
Form T-11: Declaration on Blacklisting/Debarment and Conflict of Interest Status
Form T-12: Joint Venture / Consortium Declaration
Form T-13: Financial Capability Statement
Section 7: General Conditions of Contract (GCC)
1. General Provisions
1.1 Definitions
1.2 Law Governing Contract
1.3 Language
1.4 Notices
1.5 Location
1.6 Authorized Representatives
1.7 Authority of Member in Charge
1.8 Taxes and Duties
1.9 Code of Integrity
2. Commencement, Completion, Modification and Termination of Contract
2.1 Effectiveness of Contract
2.2 Commencement of Services
2.3 Intended Completion Date
2.4 Modifications or Variations
2.5 Force Majeure
2.6 Termination
3. Obligations of the Consultant
3.1 General
3.2 Conflict of Interests

Title / Sub-title
3.3 Confidentiality
3.4 Insurance to be Taken Out by the Consultant
3.5 Consultant's Actions Requiring client's Prior Approval
3.6 Reporting Obligations
3.7 Documents Prepared by the Consultant to Be the Property of the client
4. Consultant's Experts
4.1 Description of Key Experts
4.2 Removal and/or Replacement of Experts
5. Obligations of the Client
5.1 Assistance and Exemptions
5.2 Services, Facilities and Property of the client
5.3 Counterpart Personnel
5.4 Payment Obligation
5.5 Change in the Applicable Law
6. Payments to the Consultant
6.1 Contract Price
6.2 Taxes and Duties
6.3 Mode of Billing and Payment
6.4 Interest on Delayed Payments
7. Settlement of Disputes
7.1 Amicable Settlement
7.2 Dispute Settlement
7.3 Good Faith
7.4 Limitation of Liability
7.5 Indemnity
Section 8: Special Conditions of Contract (SCC)
Section 9: Annexures
1. Instructions for Online Proposal Submission
2. Contract Agreement Form
3. Non-Disclosure Agreement (NDA)
4. Service Level Agreement (SLA)
5. Format for Submission of Pre-Proposal Queries
6. Draft PBG Format
7. Estimated Project Cost

Section 1: Letter of Invitation

Subject: Request for Proposal (RFP) for the Selection Consultancy firm for development of Safety Training and Competency standards for Offshore Industry

Dear Sir,

- 1) Directorate General of Shipping (DGS) (hereinafter referred to as the 'client') Government of India, is seeking to engage a Consultancy firm for development of Safety Training and Competency standards for Offshore Industry (*hereinafter called "Services"*). The full details of this assignment are outlined in the Request for Proposal (RFP) document.
- 2) The Proposals are invited online from experienced consultant/ agencies that meet the eligibility and qualification criteria detailed in the RFP.
- 3) The RFP document is available on both the Central Public Procurement Portal (CPPP) at <https://eprocure.gov.in/eprocure/app> and the official client website at <https://www.dgshipping.gov.in>.

4) 1	RFP Ref No.	25-63011/35/2025-NT-DGS(comp. No.34190)
2	Name of Assignment	Request for Proposal (RFP) for the Selection of Consultancy firm for development of Safety Training and Competency standards for Offshore Industry
3	Date of Publishing	10/11/2025; 18:00 Hrs.
4	Start date for receiving Queries / requests for clarification	11/11/2025; 10:00 Hrs.
5	Last date for receiving Queries / requests for clarification	21/11/2025; 18:00 Hrs.
6	Pre-Bid meeting	21/11/2025; 11:00 Hrs.
7	Start date of submission of Proposal	24/11/2025; 13:00 Hrs.
8	Last date of submission of Proposal	15/12/2025; 17:00 Hrs.
9	Mode of submission-Online	CPPP portal (https://eprocure.gov.in/eprocure/app)
10	Opening of Technical Proposal date and time	16/12/2025; 17:00 Hrs
11	Technical presentation by the firms	To be intimated separately
12	Date for opening of financial Proposals	To be intimated later only to qualified firms
13	Authority to be contacted in case	Name: -Capt. Ravi Sikarwar

	of any clarification / request for entry permission for physical visit	Designation: Nautical Surveyor Email: ravi.sikarwar@gov.in
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- 5) The interested firms or applicants shall submit their Technical and Financial Proposals online through the CPPP portal (<https://eprocure.gov.in/eprocure/app>) on or before specified date and time. Submissions must be digitally signed by the Consultant's authorized signatory and include complete and legible scanned copies of the original documents duly initialled by the consultant Authorized Representative.
- 6) Joint ventures or consortiums are *permitted* to submit a proposal for this assignment.
- 7) The RFP includes the following documents:

Section 1 – Request for Proposals Letter

Section 2 - Instructions to Consultants and Data Sheet

Section 3 – Data Sheet

Section 4 - Eligibility Qualification and Evaluation Criteria

Section 5 – Terms of Reference

Section 6 – Proposal Submission Forms

Section 7 – General Conditions of Contract

Section 8 – Special Condition of Contract

Section 9 –Annexures

Yours Sincerely,

Capt. Ravi Sikarwar,

Nautical Surveyor

Section 2 – Instructions to Consultants (ITC)

A. General

1) Introduction

- a) This Section provides the relevant information as well as instructions to assist prospective consultants in preparation and submission of Proposals. It also includes the mode and procedure to be adopted by the client (hereinafter referred to as the ‘client’) for receipt and opening as well as scrutiny and evaluation of Proposals and subsequent placement of award of contract.
- b) The client named in the **Data Sheet** will select an eligible consulting firm / organization ((hereinafter referred to as the Consultant), in accordance with the method of selection specified in the **Data Sheet**.
- c) Before preparing the Proposal and submitting the same to the client, the Consultant should read and examine all the terms & conditions, instructions etc. contained in the Request for Proposals document ((hereinafter referred to as RFP) . Failure to provide required information or to comply with the instructions incorporated in this RFP may result in rejection of Proposals submitted by consultants.
- d) The successful Consultant will be expected to complete the Services by the Intended Completion period as provided in the **Data Sheet** and communicated in the services contract.
- e) The estimated Project Cost is as given in the **Data Sheet** .

2) Code of Integrity

- a) The client and all officers or employees of the client, whether involved in the procurement process or otherwise, or Consultants and their representatives or employees participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity in accordance with the code of integrity prescribed under GFR.
- b) In case of breach of the code of integrity by a consultant, the client, after giving a reasonable opportunity of being heard, may take appropriate measures including.
 - (i) exclusion of the Consultant from the procurement process.
 - (ii) calling off of pre-contract negotiations and forfeiture or encashment of Proposal security.
 - (iii) forfeiture or encashment of any other security or bond relating to procurement.
 - (iv) recovery of payments made by the client along with interest thereon at bank rate.
 - (v) cancellation of the relevant contract and recovery of compensation for loss incurred by the client.
 - (vi) debarment of the Consultant from participation in any future procurements of any client for a period of up to three years.

3) Eligibility and Qualification Criteria for Consultants

- a) This RFP is open to all Consultants who meet all eligibility and qualification criteria specified in Section 4 of this RFP document. Consultants must also ensure that they do not have any conflict of interest, as defined under the ITC 4.
- b) Client employees, Committee members, Board members, and their immediate relatives (spouses or children) are not eligible to participate.
- c) Additionally, consultant who have been involved in corrupt or fraudulent practices or have been debarred from public procurement by any state or central government entity, are also ineligible.

4) Conflict of Interest

- a) A consultant must provide professional, objective, and impartial advice. Their primary duty is to prioritize the client's interests, avoiding any conflicts that may arise from other assignments, their own corporate interests, or the desire for future work.
- b) A consultant is obligated to immediately disclose any actual or potential conflicts of interest that could impact their ability to act in the client's best interest. Failure to do so may result in their disqualification, contract termination
- c) Prohibited Circumstances: A consultant will be disqualified under the following specific circumstances:
 - i) Conflict between consulting activities and procurement: A firm hired to provide goods, works, or non-consulting services for a project or its affiliates is barred from also providing consulting services related to those same goods or works. Similarly, a firm providing consulting services for a project's preparation cannot later provide the goods, works, or non-consulting services for that project.
 - ii) Conflict among consulting assignments: A consultant, including its experts and sub-consultants, or any of their affiliates, cannot be hired for an assignment that conflicts with another assignment they are undertaking for the same or a different client.
 - iii) Relationship with client's staff: A consultant with a close business or family relationship with a client's professional staff who are directly or indirectly involved in the assignment's terms of reference, selection, or supervision is ineligible for the contract. This disqualification can only be waived if the conflict is resolved to the satisfaction of the client throughout the selection and execution of the contract.

Preparation of Proposals

5) General Considerations:

The consultant must prepare their proposal in strict accordance with the requirements outlined in the RFP. Failure to include all requested information will be considered a material deficiency and may result in the rejection of the proposal.

6) Bid Security

- a) Consultant who are not exempted from submission of bid security/EMD, shall furnish bid security as specified in the **Data Sheet**. Any proposal not accompanied by Bid Security other than exempted consultant shall be rejected as non-responsive.
- b) Consultants mentioned in the **Data Sheet** are exempted from payment of EMD.
- c) Unless otherwise specified in **Data Sheet**, the earnest money shall be valid for a period of forty-five days beyond the final bid validity period. Document for establishing submission or waiver of EMD must be uploaded.
- d) The Bid Security shall be forfeited / Bid security declaration shall be executed under the following circumstances:
 - 1) If the Consultant is found to have violated the Code of Integrity.
 - 2) If the Consultant withdraws, amends, or modifies its proposal during validity period or any extension agreed by the consultant thereof.
 - 3) If the successful Consultant fails to sign the Contract Agreement within the stipulated time after being notified of the award.
 - 4) If the successful Consultant fails to furnish the required Performance Security within the specified time frame.
 - 5) If the Consultant is found to have submitted false, incorrect, or misleading information or documents in support of its proposal.
 - 6) If the Consultant engages in corrupt, fraudulent, coercive, or collusive practices in competing for the contract.
- e) The Bid Security of unsuccessful consultant shall be returned without interest after expiry of the final Bid validity and latest on or before the 30th day after the signing of the Contract with the successful consultant and the furnishing of the required Performance Security.
- f) The Bid Security of the successful consultant shall be returned /bid-Securing Declaration stand expired upon signing of the Contract and submission of the required Performance Security.

7) Cost of Preparation of Proposal:

The Consultant(s) shall bear all direct or consequential costs, losses and expenditures associated with or relating to the preparation, submission, and subsequent processing of their Proposals, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the client may require, or any other costs incurred in connection with or relating to their Proposals. All such costs, losses and expenses shall remain with the Consultant(s), and the client shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a

Consultant(s) for participation in the Procurement Process, regardless of the conduct or outcome of the Procurement Process.

8) Language of Proposals

Proposal submitted by the Consultant and all subsequent correspondences and documents relating to the Proposal exchanged between the Consultant and the client, shall be written in English language. However, the language of any printed literature furnished by the Consultant in connection with its Proposal may be written in any other language, provided the same is accompanied by a self-certified English translation and, for purposes of interpretation of the Proposal, the English translation shall prevail.

9) Documents Comprising the Proposal:

The Consultant shall upload all documents specified in the *Data Sheet*, strictly using the formats provided in *Section 6* of this RFP.

10) Only One Proposal:

A Consultant, including any member of a joint venture, shall submit only one proposal, either independently or as part of a joint venture. If a Consultant or joint venture member participates in more than one proposal, all such proposals shall be disqualified.

However, a sub-consultant or a consultant's personnel may be included as Key Experts or Non-Key Experts in multiple proposals only if the circumstances justify it and the *Data Sheet* permits it.

11) Pre-Proposal Conference

- a) To address any queries or clarify issues related to the RFP, a Pre-Proposal Meeting may be convened at the date, time, and location specified in the *Data Sheet*.
- b) Participation is not mandatory: However, if a Consultant chooses not to (or fails to) participate in the Pre-Proposal conference or does not submit a written query, it shall be assumed that they have no issues regarding the techno-commercial conditions.
- c) During the meeting, queries raised by representatives of prospective Consultants shall be responded to appropriately. However, participants shall also be requested to submit their queries in writing either by the close of office the following working day or via email to maintain an official electronic record.
- d) The client shall issue written responses to all such queries without disclosing the identity of the originator. If required, the client shall issue an amendment to the RFP in accordance with the provisions of the *ITC13*. Such amendments shall be binding on all prospective Consultants.

12) Proposal Validity:

- a) Proposals shall remain valid for the period specified in the **Data Sheet**, or any extended date as may be amended by the client in accordance with **ITC 13**.
- b) A Proposal valid for a shorter period shall be rejected as nonresponsive.
- c) In case the day upto which the Proposals are to remain valid falls on/subsequently declared a holiday or closed day for the client , the Proposal validity shall automatically be deemed to be extended upto the next working day.
- d) In exceptional circumstances, before the expiry of the original time limit, the client may request the Consultants to extend the validity period for a specified additional period. The request and the Consultants' responses shall be made in writing or electronically.
 - 1. The Consultant has the right to refuse to extend the validity of its Proposal, in which case such Proposal shall not be further evaluated.
 - 2. If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
 - 3. If any Key Experts become unavailable for the extended validity period, the Consultant shall seek permission to substitute another Key Expert. The Consultant shall provide adequate written justification and evidence to the Procuring Entity with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than the originally proposed one. The technical evaluation score, however, shall remain based on the evaluation of the CV of the original Key Expert.
 - 4. If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Entity, such Proposal shall be rejected.

13) Clarification and Amendment of RFP:

- a) The Consultant may seek clarification on any part of the RFP during the period specified in the **Data Sheet**. All such requests shall be made in writing or by electronic means to the client's address as provided in the **Data Sheet**. The client shall respond in writing or by electronic means and circulate the response, including an explanation of the query (without disclosing the source), on online procurement portal.
- b) The client finds it necessary to amend the RFP based on the clarifications, it shall issue a formal amendment in writing or electronically before the Proposal submission deadline. Such amendments shall be uploaded on online procurement portal and communicated to the concern Consultant and shall be binding on them.
- c) In case of substantial amendments, the client may extend the Proposal submission deadline to provide adequate time for Consultants to incorporate the changes.

- d) The Consultant may submit a revised Proposal or modifications to any part thereof at any time prior to the Proposal submission deadline. No modifications shall be accepted after the deadline.

14) Technical Proposal Format and Content:

- a) The Technical Proposal shall be prepared using the Standard Forms provided in **Section 6** and should upload all documents as per **ITB 9**. The Technical Proposal shall strictly exclude any financial information. Any Technical Proposal containing material financial data shall be considered non-responsive and rejected.
- b) The Consultant shall submit only one Curriculum Vitae (CV) per Key Expert position and shall not propose alternative Key Experts. Non-compliance with this requirement will result in the Proposal being declared non-responsive.

15) Financial Proposal:

- a) The Consultant shall prepare and upload the Financial Proposal using the prescribed template (BOQ in Excel) provided with this RFP.
- b) The Financial Proposal must be a Fixed Price offer in Indian Rupees, clearly indicating the consolidated amount for all deliverables and services. Conditional or variable pricing will not be accepted.
- c) The quoted price shall be comprehensive and inclusive of all applicable taxes, duties, levies, and out-of-pocket expenses (boarding, lodging, travel, forwarding, insurance, transportation, delivery, etc.). No additional charges beyond the quoted price shall be payable by the client.
- d) Taxes should be quoted at prevailing rates at the time of submission. Any increase in taxes after submission shall be borne by the client, while any reduction or exemption shall be passed on to the client.
- e) The client reserves the right to request proof of payment for any tax, duty, or levy included in the proposal.
- f) All fields in the Financial Proposal must be duly completed.
- g) Discounts and Rebates: Conditional discounts/rebates or those offered suo-motu after the Proposal Opening (technical or financial) shall not be considered for evaluation or ranking. However, if the Consultant is selected without considering such discounts/rebates, the same shall be availed and incorporated in the contract.
- h) The quoted price shall be treated as the final and only payment for the complete discharge of all contractual obligations. No additional claims shall be entertained, except for statutory taxes as per prevailing laws.
- i) Any Financial Proposal that is conditional or not submitted in the prescribed format shall be summarily rejected.

B. Submission, Opening and Evaluation of Proposals:

16) Submission of Proposal:

- a) Technical and Financial Proposals must be uploaded on the eProcurement Portal mentioned in the Data Sheet accordance with the instructions given in Annexure -1. The information is also available on the online procurement portal CPPP. The proposals must be uploaded until the deadline for the Proposal submission as notified therein. If the office happens to be closed on the deadline to submit the Proposal as specified above, this deadline shall not be extended. No manual Proposals shall be made available or accepted for submission. Proposals submitted through modalities other than those stipulated in Data Sheet shall be liable to be rejected as nonresponsive.
- b) Consultants are advised to ensure they submit their Proposal within the deadline of submission, taking the server clock as a reference, failing which the portal shall not accept the Proposal. No request on the account that the server clock was not showing the correct time and that a particular consultant could not submit their Proposal because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The client shall not be responsible for any failure, malfunction or breakdown of the e-procurement portal.
- c) The date for submission and opening of Proposals shall be extended, under the following circumstances:
 - i) A sufficient number of Proposals have not been received within the stipulated time, and the client is of the view that an extension may lead to receipt of additional Proposals; or
 - ii) The RFP document requires substantial modifications arising from discussions during the pre-Proposal meeting or otherwise and the time available for preparation of Proposals is deemed insufficient, warranting an extension.
- d) Modification & Resubmission: Once submitted in e-Procurement, the Consultant cannot view or modify his Proposal since it is locked by encryption. However, resubmission of the Proposal by the Consultants for any number of times superseding earlier Proposal(s) before the submission date and time is allowed. Resubmission of a Proposal shall require uploading all documents, including the financial Proposal, afresh. The system shall consider only the last Proposal submitted.
- e) Withdrawal: The Consultant may withdraw his Proposal before the Proposal submission deadline, and it shall be marked as withdrawn and shall not get opened during the Proposal opening. No Proposal should be withdrawn after the Proposal submission deadline and before the Proposal validity period expires. If a Consultant withdraws the Proposal during this period, the client shall be within its right to forfeit the Bid Security (or enforce the Bid Securing Declaration, if it was allowed in lieu of Bid Security), in addition to other punitive actions provided in the RFP Document.

17) Opening of the Technical Proposal:

- a) The client shall publicly open online the *Technical Parts* of all proposals received by the submission deadline, at the date, time, and place specified in the **Data Sheet**, in the presence of the designated representatives of the consultants and any other interested

parties who wish to attend. The status of opening may also be viewed by the consultants online through the e-procurement portal.

- b) The *Financial Parts* of the proposals shall remain encrypted and unopened in the e-procurement system until the public opening scheduled after the evaluation of the Technical Parts has been completed.
- c) During the opening, the client will announce the consultants' names, the presence or absence of a Bid Security or Bid Securing Declaration (if required) and any other relevant details may also be announced online.
- d) If the scheduled proposal opening day is declared a holiday for the client, the proposals will be opened at the same time and location on the next working day.
- e) An electronic summary of the bid opening shall be generated and uploaded on the e-procurement portal. The client shall also prepare the official minutes of the bid opening, capturing all information disclosed during the process, and make the same available online for viewing.

18) Determination of Responsiveness

- a) The Proposal Evaluation Committee, constituted by the client, shall determine the responsiveness of each Proposal with reference to the requirements outlined in the RFP, based solely on the contents of the Proposal as submitted.
- b) A Proposal shall be considered substantially responsive if it meets all the requirements of the RFP, without material deviation, reservation, or omission. For this purpose:
 - i) A “deviation” means a departure from the specified requirements of the RFP.
 - ii) A “reservation” means setting conditions or limitations, or failure to accept the terms of the RFP in full.
 - iii) An “omission” means failure to provide part or all the information or documentation required under the RFP.
- c) A material deviation, reservation, or omission is one that:
 - i) Substantially affects the scope, quality, or performance of the Services to be provided under the Contract;
 - ii) Limits in a substantial way the rights of the client or the obligations of the Consultant under the Contract; or
 - iii) If rectified, would unfairly affect the competitive position of other Consultants who submitted substantially responsive Proposals.
- d) The Proposal Evaluation Committee shall carefully examine the technical aspects of each Proposal to confirm compliance with the RFP requirements, and to ensure that there are no material deviations, reservations, or omissions.
- e) A Proposal shall be deemed responsive if it conforms to all terms, conditions, and requirements set out in the RFP, or if it contains only minor deviations or errors that do not materially affect the substance of the Proposal and can be corrected without altering the intent or content of the Proposal.

- f) Proposals that are determined to be non-responsive or found to contain material deviations, reservations, or omissions shall be rejected and shall not be considered for further evaluation.

19) Non-conformities, Errors, and Omissions

- a) Provided that a Proposal is substantially responsive, the client may waive any non-conformity, deviation, or omission that does not constitute a material deviation.
- b) Where a Proposal is substantially responsive, the client may request the Consultant to submit additional information or documentation within a reasonable time frame to correct non-material omissions or documentary non-conformities. Such clarifications shall not relate to any aspect of the Proposal Price. Failure to respond within the stipulated time may result in rejection of the Proposal.
- c) If a Proposal is substantially responsive, the Proposal Evaluation Committee may rectify quantifiable non-material non-conformities related to the Proposal Price. For comparison purposes only, the Proposal Price shall be adjusted to reflect the price of missing or non-conforming items or components, as applicable.

20) Immaterial non-conformities

- a) The Proposal Evaluation Committee may waive minor deviations, non-conformities, or omissions in the Proposal that do not constitute a material deviation, reservation, or omission, and may deem such Proposal to be responsive.
- b) The Proposal Evaluation Committee may, at its discretion, request the Consultant to provide clarifications or submit documents of a historical and factual nature within a reasonable period. Failure to comply with such a request within the stipulated time shall result in rejection of the Proposal.
- c) The Proposal Evaluation Committee may rectify immaterial non-conformities or omissions based on the information or documentation submitted by the Consultant, provided such rectification does not affect the substance of the Proposal.

21) Clarification of Proposals

- a) During the evaluation of Techno commercial or Financial Proposals, the client may, at its discretion, but without any obligation to do so, ask the Consultant to clarify its Proposal by a specified date. The consultant should answer the clarification within that specified date (or, if not specified, 7 days from receiving such a request). The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the Proposal shall be sought, offered, or permitted that may grant any undue advantage to such Consultant. Any clarification submitted by a Consultant regarding its Proposal that is not in response to a request by the client shall not be considered.
- b) The client reserves its right to, but without any obligation to do so, seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the Proposal Opening and which have not undergone change since then and do not grant any undue advantage to any Consultant. There is a provision on the portal for

requesting Short-fall documents from the Consultants. The system allows taking the shortfall documents from consultants only once after the technical Proposal opening.

- c) If the consultant fails to provide satisfactory clarification and/or missing information, its RFP shall be evaluated based on available information and documents.

22) Evaluation of Technical Proposals

- a) The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by the Consultant in its/ his Proposal and other allied information deemed appropriate by client. Evaluation of Proposals shall be based only on the criteria/ conditions mentioned in the **Section 4 – Evaluation Criteria**.
- b) The determination shall not consider the qualifications of other firms, such as the consultant's subsidiaries, parent entities, affiliates, or any other firm(s) different from the consultant.
- c) The Consultant's Technical Proposal shall be evaluated in two parts:
 - i) Part A comprises mandatory eligibility and qualification criteria that must be met by all Consultants. Technical Proposals that do not satisfy the requirements under Part A shall be deemed non-responsive and will not be considered for further evaluation under Part B.
 - ii) Technical Proposals of Consultants who qualify under Part A shall then be evaluated under Part B, using the scoring criteria, sub-criteria, and point system specified in the **section 4**.
- d) Shortlisted Consultants (those meeting the criteria in Part A) shall be required to deliver a presentation on their submitted Technical Proposal, as per the details provided in the **Data Sheet**. The presentation shall be strictly limited to the contents of the submitted Technical Proposal to facilitate better understanding of the proposal by the client evaluation committee.
- e) The client's Evaluation Committee shall evaluate each responsive Technical Proposal based on its alignment with the TOR and the RFP requirements.
- f) Each proposal will be assigned a technical score.
- g) Any proposal that fails to achieve the minimum qualifying technical score stated in the **Data Sheet** shall be rejected and excluded from further consideration.
- h) Only those consultants who meet the minimum qualifying technical score requirement shall be eligible for the opening of their financial proposals.

23) Confidentiality:

- a) From the time of opening of the Proposals until the publication of the Contract award, Consultants shall not contact the client on any matter related to their Technical or Financial Proposal. Any information relating to the evaluation of Proposals and the recommendation for award shall remain confidential and shall not be disclosed to Consultants or any other person not officially involved in the process, until the client

issues the Notification of Intention to Award the Contract. However, the client may notify Consultants of the outcome of the Technical Proposal evaluation, where applicable.

- b) Any attempt by a Consultant, or by any person acting on its behalf, to unduly influence the client during the evaluation process or in the decision-making for the award of the Contract shall result in the rejection of the Consultant's Proposal. Such conduct may also invite action against the consultant under the prevailing law or debarment.
- c) Notwithstanding the above, if a Consultant wishes to communicate with the client on any matter related to the selection process during the period between Proposal opening and Contract award publication, such communication shall be made only in writing.

24) Opening of Financial Proposals:

- a) Upon completion of the technical evaluation, the client shall notify through online procurement portal to all Consultants whose Proposals have been determined to be non-responsive, i.e., those that did not meet the minimum qualifying technical score.
- b) Simultaneously, the client shall notify those Consultants who have achieved the minimum qualifying technical score, disclosing their overall technical score along with a detailed breakdown by criterion and sub-criterion. The notification shall also specify the date, time, and location of the public opening of the Financial Proposals and include an invitation to attend.
- c) The public opening of Financial Proposals shall be scheduled no earlier than the number of Business Days specified in the Data Sheet from the date of publication of the technical evaluation results on the online procurement portal.
- d) Attendance at the public opening of Financial Proposals whether in person or online and is optional and at the discretion of the Consultant.
- e) The Financial Proposals shall be opened publicly by the client, in the presence of the representatives of the Consultants and any other interested parties who choose to attend.
- f) A record of the public opening shall be prepared and uploaded on the online procurement portal.

25) Selection of Consultant:

(i) Quality-and-Cost-Based Selection (QCBS).

Combined Technical and Financial Evaluation

In a Quality-and-Cost-Based Selection (QCBS) process, the total score is calculated by weighting and combining the technical (quality) and financial (cost) scores. The weightage of technical and financial proposal is given in **Data sheet**. The specific formula is provided in the **section 4**. The consultant with the highest combined score will be considered to have the most advantageous proposal and will be invited to contract negotiations.

C. Negotiations and Award:

26) Negotiations

A. Technical Negotiations

- i) Technical negotiation shall be held at the date, time, and address specified in the **Data Sheet**. The Consultant shall be represented by an authorized person(s) who holds a valid Power of Attorney authorizing them to negotiate and sign the Contract on behalf of the Consultant. Technical negotiations shall include discussions on the TOR, the Consultant's proposed methodology and work plan, the client's inputs, relevant Special Conditions of the Contract, and finalization of the "Description of Services" section of the Contract.
- ii) These discussions shall not result in any substantial modification to the original scope of services defined in the TOR or the key terms of the Contract, as such changes may affect the quality of outputs, the price, or the basis of the original evaluation.
- iii) **Availability of Key Experts**
 - a) The invited Consultant shall confirm the availability of all Key Experts proposed in its Technical Proposal as a condition precedent to entering into negotiations. If any Key Expert is not available, the Consultant shall propose a replacement in accordance with **ITC Clause 12**. Failure to confirm the availability of the proposed Key Experts or provide acceptable replacements may result in the rejection of the Consultant's Proposal and initiation of negotiations with the next-ranked Consultant.
 - b) Substitution of Key Experts during negotiations shall be permitted only in cases of circumstances beyond the reasonable control of the Consultant and not foreseeable at the time of Proposal submission, such as death or certified medical incapacity. In such cases, the Consultant shall propose a substitute within the period specified in the invitation to negotiations. The replacement Key Expert must possess qualifications and experience equal to or better than those of the originally proposed expert, subject to the client's approval.

B. Financial Negotiations

- i) Financial negotiations shall include clarification of the Consultant's tax liabilities and the manner in which these will be reflected in the Contract.
- ii) If the selection method includes cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be subject to negotiation unless approved by competent authority of the client.

C. Conclusion of Negotiations

- i) The client shall prepare formal minutes of the negotiations, which shall be signed by both the client and the Consultant's authorized representative.
- ii) Negotiations shall conclude with a review and finalization of the draft Contract. The finalized draft shall then be initiated by both the client and the Consultant's authorized representative.
- iii) If negotiations fail, the client shall notify the Consultant in writing, outlining the pending issues and points of disagreement, and provide a final opportunity for

resolution. If the disagreement remains unresolved, the client may terminate the negotiations and communicate the reasons for doing so.

- iv) Upon termination of negotiations with the first-ranked Consultant, the client shall invite the next-ranked Consultant for negotiations. Once negotiations commence with the next-ranked Consultant, the client shall not reopen discussions with any previously considered Consultant.

27) Notification of Award

- a) Prior to the expiration of the Proposal validity period, the client shall notify the successful Consultant in writing that its Proposal has been accepted. This notification, referred to as the “Letter of Award ” (LoA) in the Conditions of Contract and Contract Forms, shall specify the accepted Contract price. The expected date of Contract award shall be as indicated in the ***Data Sheet***.
- b) The Letter of Award (LoA) shall constitute the legal formation of the contract, subject only to the furnishing of performance security as per the provisions of the sub- clause below. The client, at its discretion, may directly issue the contract subject only to the furnishing of performance security, skipping the issue of LoA.

28) Signing of Contract

Promptly after the notification of award, the client shall send the Contract Agreement to the successful Consultant. Within twenty-eight (28) days of receiving the Contract Agreement, the Consultant shall sign, date, and return the executed Contract to the client.

29) Performance Security

- a) Within twenty-eight (28) days of receiving the Letter of Award, the successful Consultant shall furnish the Performance Security as specified in the ***Data Sheet***.
- b) The Performance Security shall be submitted in the form of a Bank Guarantee or Fixed Deposit Receipt (FDR) issued by a Scheduled Commercial Bank in India, in favour of the client.
- c) The Performance Security shall remain valid for a period of six (6) months beyond the completion of all contractual obligations, including any extensions, if applicable.
- d) Failure of the successful Consultant to submit the required Performance Security or to sign the Contract Agreement within the stipulated time shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such a case, the client reserves the right to award the contract to the next most advantageous Consultant.
- e) Upon signing of the Contract Agreement and submission of the required Performance Security by the successful Consultant, the client shall promptly release the Bid Securities of both the successful and unsuccessful Consultants.

- f) The Consultant shall be solely responsible for renewing or extending the validity and claim period of the PBG in case of non-completion of the project
- g) client reserves the right to invoke the Performance Bank Guarantee in case the Consultant:
 - i) Fails to discharge contractual obligations during the Contract Period, or
 - ii) Causes any loss to client due to negligence or non-performance in project implementation as per agreed terms and conditions.

30) Grievance Redressal/ Complaint Procedure

- a) The consultant has the right to submit a complaint or seek de-briefing regarding the rejection of his proposal, in writing or electronically, within 10 days of the declaration of techno-commercial or financial evaluation results. The complaint shall be addressed to the authority mentioned in **Data Sheet**.
- b) Within 5 working days of receipt of the complaint, the client shall acknowledge the receipt in writing to the complainant, indicating that it has been received, and the response shall be sent in due course after a detailed examination.
- c) The client /authority shall convey the final decision to the complainant within 15 days of receiving the complaint. No response shall be given regarding the confidential process of evaluating Proposals and awarding the contract before the award is notified, although the complaint shall be kept in view during such a process. However, no response shall be given regarding the following topics explicitly excluded from such complaint process:
 - 1) Only a consultant who has participated in the procurement process, i.e., pre-qualification, Consultant registration or bidding, as the case may be, can make such representation.
 - 2) Only a directly affected Consultant can represent in this regard.
 - 3) In the case of EOI, before the submission of Technical/ financial Proposals, an application for review concerning the technical/ financial Proposal may be filed only by a consultant who has qualified in the EOI;
 - 4) If a technical Proposal has been evaluated before the opening of the financial Proposal, an application for review concerning the financial Proposal may be filed only by a consultant whose technical Proposal is found to be acceptable.
- d) No third-party information (RFPs, evaluation results) can be sought or included in the response.
- e) The following decisions of the client shall not be subject to review:
 - 1. Determination of the need for procurement.
 - 2. Complaints against Terms of Reference except under the premise that they are either vague or too specific to limit competition
 - 3. Selection of the mode of procurement or RFP system.
 - 4. Choice of the selection procedure.
 - 5. Provisions limiting the participation of Consultants in the Procurement

Process, in terms of policies of the Government

6. Provisions regarding purchase preferences to specific categories of consultants in terms of policies of the Central Government
7. Cancellation of the Procurement Process except where it is intended to subsequently re- tender the same Services.

Section 3. ITB-Data Sheet

The following specific information for the procurement of Consultancy Services shall complement, supplement, or amend the provisions of the Instructions to Consultants (ITC). In the event of any conflict between the provisions of the ITC and those specified in this Data Sheet, the provisions of the Data Sheet shall prevail

ITC Reference	Details
ITC 1 (b)	The client is: Directorate General of Shipping 9thFloor, Beta Building, I- Think Techno Complex, Kanjur Marg (E), Mumbai– 42 The Method of Selection of Consultant is Quality & Cost Based Selection (QCBS)
ITC 1 (d)	The intended completion date/Period is 12 Months
ITC 1 (e)	The estimated Project cost is approx. Rs. 2,00,00,000 (Two Crore Rupees) However, consultants are free to propose their own fees, which will be evaluated on their merits
ITC 6(a)	The amount of Bid security shall be Rs. 6,00,000 (Six Lakh Rupees) in the form of any one of the following : The EMD shall be submitted through any one of the following instruments/modes, in favour of the client: a) Bank Guarantee (BG): Issued by a scheduled commercial bank in India, in the format prescribed in this RFP. The BG must be valid for a period of 45 days beyond the final bid validity period. b) Demand Draft (DD) / Banker's Cheque: Drawn from a scheduled commercial bank, payable at Mumbai , in favour of "Directorate General of Shipping". c) Fixed Deposit Receipt (FDR): A fixed deposit, pledged in favour of "Directorate General of Shipping". d) Online Payment / Electronic Transfer (NEFT/RTGS): to the account details provided in the Data Sheet. Proof of such transfer must be uploaded along with the bid. Consultant has to upload scanned copy / proof of the DD /BG along with technical proposal and has to ensure delivery of hardcopy to the client within 5 days of Bid End date / Bid Opening date.
ITC 6(b)	Exemption from EMD: Consultants registered as: Micro and Small Enterprises (MSEs) under the MSME Act, or Start-ups recognized by the Department for Promotion of Industry and Internal Trade (DPIIT), or Consultants registered with Central Purchase Organizations (CPOs) for the services under this RFP, are exempted from payment of EMD upon submission of valid supporting documents.

ITC Reference	Details
	Bid Security Declaration (Mandatory for Exempted Consultants): Consultants claiming exemption from EMD payment must mandatorily submit a signed Bid Security Declaration in the format provided in Section 6. Failure to submit the declaration shall result in disqualification of the bid.
ITC 9	A) Technical Proposal / Envelop: List of documents to be uploaded online in the technical envelope 1. Copy of Incorporation/Registration Certificate of consultant. 2. Copy of GST Registration Certificate and PAN Card. 3. Declaration on Blacklisting/Debarment and Conflict of Interest Status – (<i>Form T-11</i>). 4. Bid Security / EMD Document (DD/Bank Guarantee/Online payment receipt, as applicable). 5. Bid Securing Declaration – for consultants claiming exemption from furnishing EMD (<i>Form T-9B</i>). 6. Checklist for Consultants (<i>Form T-8</i>) 7. Audited Annual Financial Statements (Balance Sheet, Profit & Loss Account, and Schedules) for the last three (3) financial years ending 31st March 2025. 8. Letter of Proposal Submission (<i>Form T-1</i>). 9. Consultant's Details (<i>Form T-1A</i>). 10. Consultant's Experience in Similar Assignments/Projects (<i>Form T-2 & 2B</i>). 11. Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be provided by the client (<i>Form T-3</i>). 12. Financial Capability Statement (<i>Form T-13</i>). 13. Consultant's Approach, Methodology, and Work Plan (<i>Form T-4</i>). 14. Eligibility and Qualification Compliance Sheet (<i>Form T-7</i>). 15. Profile of Key Experts / Resource Persons (<i>Form T-6</i>). 16. Work Schedule and Planning for Deliverables (<i>Form T-5</i>). 17. Key Resource Deployment Plan (<i>Form T-6</i>). 18. Joint Venture / Consortium Declaration (if applicable) (<i>Form T12</i>). 19. Any Other Document(s) specifically mentioned in the RFP / Data Sheet / Instructions to Consultants (ITC). A. Financial proposal /Envelop As per the financial proposal in BOQ Excel sheet
ITC 10	Participation of Sub-consultants, Key Experts, and Non-Key Experts in more than one Proposal shall not be permitted.
ITC 11(a)	The pre-bid meeting shall be held electronically on 21st November, 2025 at 11 AM

ITC Refe rence	Details
	The web-link to attend the pre-Proposal meeting is as follows: https://teams.microsoft.com/l/meetup-join/19%3ameeting_YWI3MjYxYjQtODVlZi00MTI5LTkxZDktYTc2M2NjYTUzZjMy%40thread.v2/0?context=%7b%22Tid%22%3a%22cb5a1016-54aa-436e-9000-56e0cd62fa91%22%2c%22Oid%22%3a%228296d0fc-eaff-4bf7-ab81-ce36b47e8208%22%7d
ITC 12(a)	Proposals shall be valid for 180 calendar days from the last date of submission of proposal
ITC 13(a)	Clarifications may be requested online as per the CPP Portal Client's address: Directorate General of Shipping, 9thFloor, Beta Building, I-Think Techno Complex, Kanjur Marg (E), Mumbai– 42 Email: - ravi.sikarwar@gov.in
ITC 16 (a)	The client shall use the following electronic-procurement system to manage this Request for Proposal (RFP) process: Central Public Procurement Portal (CPPP) https://eprocure.gov.in/eprocure/app The Proposals must be uploaded on the e-procurement portal as per the timeline mentioned in the portal.
ITC 17 (a)	Technical proposal will be opened on the e-procurement portal by the client's Evaluation Committee at the date and time indicated below. Date: 16/12/2025 Time: 17:00 Hrs. Directorate General of Shipping, 9thFloor, Beta Building, I- Think Techno Complex, Kanjur Marg (E), Mumbai– 42
ITC 22 (g)	The minimum technical score required to pass is: 60/100 Marks
ITC 24 (c)	Days shall be 10 business days
ITC 25 (i)	The weights given to the Technical (T) and Financial (P) Proposals are: T = 70, and P = 30
ITC 26 A(i)	Directorate General of Shipping, 9thFloor, Beta Building, I- Think Techno Complex, Kanjur Marg (E), Mumbai– 42
ITC 27(a)	The expected date of award of contract is
ITC 29 (a)	The Performance Security shall be 5 % of the total contract value

Section 4 – Eligibility, Qualification and Evaluation Criteria

This section outlines the criteria that the client will use to evaluate Proposals and determine the qualification of consultants. No other factors, methods, or criteria shall be applied for the purpose of evaluation beyond those specified herein.

A) Eligibility and Qualification Criteria:

1) Eligibility Criteria:

The consultant should meet the following all eligibility criteria:

Sr. No.	Particulars	Criteria	Supporting Documents to be uploaded
1	Legal Status	The Consultant must be a legally registered entity in India, such as a Private Limited Company, Limited Company, or Limited Liability Partnership (LLP). In the case of a Consortium / Joint Venture, the Lead Consultant and each Consortium Member must also be a legally registered entity	Copy of the incorporation / registration certificate clearly indicating the nature of business.
2	Tax and Statutory Compliance	The Consultant must have valid and active registrations for: Goods and Services Tax Identification Number (GSTIN) & Permanent Account Number (PAN) In the case of a Consortium / Joint Venture, all members must have PAN and GSTIN registrations.	Copy of certificate for Registration under GSTIN and copy of PAN
3	Minimum Operational Experience of the Firm	The firm must have at least 5 years of operational experience in consultancy services from the date of incorporation.	Copy of the incorporation / registration certificate clearly indicating the nature of business
4	Blacklisting/Debarment	The Consultant must not have been blacklisted or debarred by any government department, public sector undertaking, or multilateral agency as on the date. In case of a Joint Venture/	Self-Declaration on company letterhead by authorized signatory

Sr. No.	Particulars	Criteria	Supporting Documents to be uploaded
		Consortium, all members must meet this requirement. Of submission.	
5	Conflict of Interest	The Consultant must not have any conflict of interest, as defined in the Instructions to Consultants (ITC) section of this RFP. In case of a Joint Venture /Consortium, all members must comply with this requirement.	Declaration by authorized signatory
6	Bid Security Compliance	Submission of EMD	Copy of Account Payee Demand Draft/Insurance Surety Bonds/Banker Cheque/ Fixed Deposit Receipt or Bank Guarantee. If the Consultant is claiming exemption from submission of EMD, following documents need to be submitted A valid and relevant registration certificate (e.g., Udyam Registration for MSEs, DPIIT recognition certificate for Start-ups); and A duly signed Bid Security Declaration as prescribed in the RFP.

2) Qualification Criteria:

The consultant should meet the following all qualification criteria:

Sr. No.	Particulars	Criteria	Supporting Documents to be uploaded
1	Turnover	The Consultant must have a minimum average annual turnover of Rs. 10 Crore during the last three (3) financial	Audited Annual Financial Statements (Balance Sheet, Profit

Sr. No.	Particulars	Criteria	Supporting Documents to be uploaded
		years ending 31st March 2025, as evidenced by audited financial statements. In case of Consortium / Joint Venture The Lead Consultant must meet at least 50% of the turnover requirement. The combined turnover of all Consortium Members must meet 100% of the required turnover. In case of MSEs, the firm must have a minimum turnover of Rs. 4 Crore during the last three (3) financial years)	& Loss Account, and Schedules) for the last three (3) financial years ending 31st March 2025. A Certificate from a Chartered Accountant (CA) clearly certifying: Annual Turnover for each of the last three financial years; and The Average Annual Turnover over the three-year period; and The above information shall be provided as per the prescribed format Consortium proposal Document to be submitted by the Lead Consultant and by each Consortium Member separately.
2	Financial: Net worth	The Consultant must have a positive net worth for the last three (3) consecutive financial years, i.e., 2022-23, 2023-24 and 2024-25 as evidenced by audited financial statements. Joint Venture / Consortium: The Lead Consultant must have a positive net worth for the same period.	Audited financial statements for the past 3 financial years. CA Certificate for 3 Years.
3	Experience of Consultant in Similar Projects	The Consultant must demonstrate successful completion of similar consultancy assignments during the last five (5) years reckoned from the last date of bid submission, meeting any one of the following: a) One (1) similar assignment of value not less than Rs. 1.6 Crore; OR b) Two (2) similar assignments of value not less than Rs. 1 Crore each; OR c) Three (3) similar assignments of value not less than Rs. 0.8 Crore each.	Experience shall be supported by work orders, completion certificates, or client letters specifying the nature, value, and duration of the assignment.

Sr. No.	Particulars	Criteria	Supporting Documents to be uploaded
		Projects done for global clients with equivalent value of project as per the currency conversion as on the date of the publication of the RFP would also be considered In case of JV/Consortium the Lead member must meet at least 50% of the technical experience requirement on its own. In case of MSEs, the firm must have a) One (1) similar assignment of value not less than Rs. 1 Crore; OR b) Two (2) similar assignments of value not less than Rs. 0.8 Crore each; OR c) Three (3) similar assignments of value not less than Rs. 0.5 Crore each.	

Similar Assignments refer to consultancy or advisory projects involving formulation or implementation of training, competency, and operational standards in offshore, maritime, shipping or related sectors.

B) Technical Evaluation Criteria:

Technical Proposal of Consultants, who meet the criteria in Part A, shall be evaluated further using the scoring scheme contained in Part B below

Part B

Sr. No.	Criteria	Points	Notes
A	Specific experience of the Consultant (as a firm) relevant to the Assignment: For 3 or upto 3 similar assignments of minimum contract value of Rs 0.8 Crore (2 Marks) For 5 or upto 5 similar assignments of minimum contract value of Rs. 0.8 Crore (5 Marks) For more than 5 similar assignments of minimum contract value of Rs. 0.8 Crore (8 Mark) Additional 2 marks for a similar assignment carried out for an international client	10	<i>[Notes to Consultant: Ref Form T-2]</i>
B	Adequacy and quality of the proposed methodology and work	40	<i>Notes to Consultant: Ref Form T-4, T-5, T-6. The</i>

Sr. No.	Criteria	Points	Notes
	plan in responding to the Terms of Reference (TORs)		<i>Procuring Entity shall assess whether the proposed methodology is a clear response to the TORs, the work plan is realistic and implementable; the overall team composition is balanced and has an appropriate skill mix, and the work plan has the correct input of Experts]</i>
(i)	Technical approach and methodology for carrying out the assignment (30 marks)		
(ii)	Demonstration of the understanding of the client's requirements, key issues & challenges and mitigation proposed (10 marks)		
C	Key Experts' qualifications and competence for the Assignment:	50	<i>[Notes to Consultant: Ref Form T-6. Each position number corresponds to that in Form T-6]</i>
K-1	<i>Team Leader (20 marks) with qualification of MBA/MTech/ME or other relevant advanced qualification in the maritime sector and experience of atleast 15 years with minimum 5 years in the maritime sector/consulting maritime sector</i>		
K-2	<i>Consultant (10 marks) with minimum 3 years of experience preferred in similar roles with mandatorily MBA/MTech/ME or other relevant advanced qualification in the maritime or offshore sector</i>		
K-3	<i>Consultant (10 marks) with minimum 3 years of experience preferred in similar roles with mandatorily MBA/MTech/ME or other relevant advanced qualification in the maritime or offshore sector</i>		
K-4	<i>Consultant (10 marks) with minimum 3 years of experience preferred in similar roles with mandatorily MBA/MTech/ME or other relevant advanced qualification in the maritime or offshore sector</i>		
	<i>The number of points to be assigned to each of the above positions shall be determined considering the following sub-criteria and relevant percentage weights (total 100%):</i> <i>a. Educational Qualification & Training General and relevant Education: [20%]</i> <i>b. Adequacy for the assignment professional experience in the sector/ similar assignments/ knowledge of administrative systems /government</i>		

Sr. No.	Criteria	Points	Notes
	<i>organizations: [80%]</i>		
	Total Marks all criteria	<i>100</i>	

C) Financial Evaluation Criteria:

The financial proposals of technically qualified consultants shall be opened online on the scheduled date, in the presence of the consultants' authorized representatives.

The consultant with the lowest financial bid (L1) shall be awarded a financial score of 100. Financial scores for all other consultants shall be calculated using the following formula:

$$\text{Financial Score of a Consultant (Fn)} = (\text{Financial cost of L1 Consultant} / \text{Financial cost of the Consultant}) \times 100$$

An illustrative example is provided below; (Weightage T-70 % , F-0%)

Consultant Name	Price Quoted	Financial Score out of 100
Consultant A	Rs. 9,00,000	88.89
Consultant B	Rs.10,00,000	80.00
Consultant C	Rs. 8,00,000	100.00

Combined evaluation and recommendation for award of contract

The Combined Score (S) for each consultant shall be calculated as follows:

$$S = (\text{Technical Score} \times 0.0) + (\text{Financial Score} \times 0.0)$$

The consultant achieving the highest Combined Score (S) shall be ranked first and considered for award of the contract.

Consultant Name	Tech Score	Fin Bid (Rs.)	Fin Score	Tech Wt 70%	Fin Wt 30%	Combined	Rank
Consultant B	92	10,00,000	80.00	64.4	24	88.4	2
Consultant A	88	9,00,000	88.89	61.6	26.6	88.2	3
Consultant C	85	8,00,000	100.00	59.5	30	89.5	1

The consultant obtaining the highest combined score shall be recommended for award of contract by the evaluation committee.

Section -5 Terms of Reference (ToR)

Introduction

The Directorate General of Shipping (hereinafter referred to as "Client") is the statutory authority responsible for maritime administration in India. Its mandate encompasses maritime education and training, the development of the shipping industry, and ensuring compliance with international and national maritime laws and standards.

The Client plays a pivotal role in implementing shipping policies and legislation to safeguard life at sea, ensure the safety of ships, and prevent marine pollution. It also facilitates the regulation and promotion of maritime education and training in accordance with the International Maritime Organization (IMO) conventions and other relevant global stakeholders. Key responsibilities include the regulations related to safety of life at sea, prevention of pollutions at sea, Maritime Training of seafarers, employment and welfare of seafarers, the examination and certification of Merchant Navy Officers, and the supervision and governance of allied maritime departments.

Background

India's offshore sector has witnessed unprecedented growth over the past decades, driven by strategic expansion in the maritime, oil and gas, and renewable energy sectors. This sector relies on an extensive array of specialized vessels that facilitate critical offshore operations such as surveys, exploration, production, installation, logistics, and maintenance.

As the nation emphasizes energy security and self-reliance, the demand for state-of-the-art offshore service vessels has grown exponentially. These vessels incorporate advanced technology and cater to diverse operational requirements. However, this rapid evolution also presents distinct challenges:

1. **Standardization of Safety Protocols:** The diversity in vessel operations and global regulatory frameworks necessitates the creation of India-centric safety and operational guidelines.

2. **Emerging Needs in Offshore Wind Energy and Mineral Exploration:** India's focus on offshore wind energy and seabed mineral exploration introduces a broader spectrum of vessel types, requiring a more dynamic and inclusive regulatory approach.
3. **Global Competitiveness:** To compete internationally, India must ensure its offshore service vessels and personnel adhere to global standards in safety, operational excellence, and environmental compliance.

These challenges underscore the critical need for a robust regulatory and training framework tailored to India's unique operational and regulatory landscape.

Objective

Given the evolving landscape of India's offshore sector and the inherent challenges of ensuring operational safety and competency, it is imperative to align industry practices with regulatory frameworks. The primary objective is to develop a **comprehensive regulatory and operational framework** that:

- a) Ensures safety, environmental protection, and operational excellence across diverse offshore activities.
- b) Harmonizes industry standards with global best practices to mitigate operational risks and enhance India's offshore sector's competitiveness.
- c) Establishes Safety training and competency standards for offshore personnel to meet the demands of emerging technologies and operational complexities.

The Client intends to engage a **Consultant** to:

- a) **Benchmark Global Standards:** Analyze international regulations and safety protocols governing the offshore sector.
 - b) **Identify Gaps:** Conduct a gap analysis to identify discrepancies between existing practices in India and global best practices.
 - c) **Recommend Guidelines:** Develop tailored safety, operational, and competency standards aligned with India's regulatory needs and international frameworks.
 - d) **Support Implementation:** Offer insights into the practical implementation of these recommendations for sustained compliance and operational improvement.
1. Through this initiative, the Client seeks to establish a regulatory framework for operational safety & complementing competency and training standards that positions India's offshore industry and workforce as globally competitive, efficient, and safe

Detailed Scope of Services

The consultant shall be entrusted with the development of a comprehensive training, competency, and safety framework for personnel deployed on offshore service vessels and installations, including oil rigs and vessels engaged in offshore wind, mineral exploration,

and energy production. The detailed scope of work shall include, but not be limited to, the following activities:

1. Data Collection and Global Benchmarking

1.1 The consultant shall undertake a comprehensive study aimed at identifying, analysing, and documenting prevailing training, certification, and competency standards applicable to personnel engaged in offshore service operations across at least five globally prominent offshore jurisdictions. These jurisdictions shall include, but are not limited to, the Gulf of Mexico (United States), the Norwegian Continental Shelf, the North Sea (United Kingdom and European Union), the Middle East (covering the United Arab Emirates, Kingdom of Saudi Arabia, and Qatar), and Asia-Pacific regions such as Singapore, Malaysia, and Australia. The objective of this benchmarking exercise is to derive actionable insights from mature regulatory environments that govern complex offshore activities and to inform the formulation of India-specific standards that are harmonised with global best practices.

1.2 As part of the benchmarking process, the consultant shall evaluate in detail the following components in each of the selected jurisdictions:

- The mandatory and recommended training programs, certifications, and competency frameworks applicable to a wide range of offshore job roles and disciplines. This shall include, but is not limited to, internationally recognised standards such as the Standards of Training, Certification and Watchkeeping (STCW), Basic Offshore Safety Induction and Emergency Training (BOSIET), Further Offshore Emergency Training (FOET), certifications administered under the Offshore Petroleum Industry Training Organisation (OPITO), the International Well Control Forum (IWCF), the International Marine Contractors Association (IMCA), and classification society endorsements such as those from DNV.
- The role-specific thresholds concerning training duration, minimum operational exposure, and required safety qualifications based on the complexity of tasks and vessel functions. This should also account for variations in requirements for entry-level personnel, supervisory roles, and specialist functions.
- The prevailing regulatory guidance and oversight structures enforced by the International Maritime Organization (IMO), national maritime authorities (flag states and port states), classification societies, and other maritime safety and compliance agencies operating within those regions.
- The codes of practice, industry protocols, and performance standards issued by sector-specific organisations, including but not limited to the Oil Companies International Marine Forum (OCIMF), International Marine Contractors Association (IMCA), International Association of Drilling Contractors (IADC), and other relevant bodies.
- The structure and integration of Environmental Management Systems (EMS) and Occupational Health and Safety Assessment Series (OHSAS) frameworks, with a focus on alignment with ISO standards (e.g., ISO 9001, 14001, 45001) and national regulations such as the Oil Industry Safety Directorate (OISD) guidelines in India.

1.3 The benchmarking exercise shall also include an exhaustive mapping of training and competency standards specific to different classes and categories of offshore service

vessels. The consultant shall ensure that the following vessel types are duly covered in the scope of assessment:

- Offshore Supply Vessels (OSVs), Anchor Handling Tug Supply Vessels (AHTS), and Platform Supply Vessels (PSVs), which serve critical logistics and anchor handling functions in offshore installations.
- Accommodation Barges, Derrick Barges, Heavy-Lift Barges, and Pipe-Lay Vessels, which are deployed for infrastructure support, subsea cable and pipeline laying, and structural lifting operations.
- Diving Support Vessels (DSVs), Multipurpose Support Vessels (MSVs), and Construction Support Vessels (CSVs), particularly those equipped with dynamic positioning, remotely operated vehicles (ROVs), and saturation diving systems.
- Mobile Offshore Drilling Units (MODUs) such as self-elevating jack-up rigs, drill ships, and Floating Production Storage and Offloading (FPSO) units.

Through this benchmarking and data collection phase, the consultant shall develop a well-substantiated foundation to inform the subsequent gap analysis and standards development exercises. The process shall be documented meticulously, with region-wise comparative tables and narrative insights highlighting key differences, innovations, and transferable practices suitable for adaptation in the Indian context.

2. Gap Analysis

2.1 Following the global benchmarking exercise, the consultant shall undertake a rigorous and structured gap analysis to evaluate the extent of alignment between the prevailing offshore crew training and competency standards in India and those established across leading international jurisdictions. This exercise shall not be limited to a surface-level comparison but must involve a deep dive into statutory requirements, training outcomes, institutional delivery capacity, and operational execution on board Indian offshore service vessels.

2.2 The gap analysis shall be structured to identify the following:

- Specific disparities between international and Indian standards in terms of curriculum content, duration of training, assessment and certification procedures, and periodicity of revalidation.
- Inconsistencies or insufficiencies in the application of international codes, including IMO instruments, and the extent to which voluntary or recommended practices (e.g., OPITO guidelines, IMCA frameworks) are embedded into the Indian offshore competency regime.
- Variations in operational preparedness, particularly for high-risk scenarios such as subsea operations, lifting and rigging, helideck management, and emergency response. The consultant shall identify whether existing Indian training frameworks adequately prepare personnel for such scenarios.
- Structural gaps in the regulatory architecture governing offshore crew training and vessel operations, including the absence of India-specific standards for certain vessel types or offshore functions.

- Institutional limitations within Indian training establishments with respect to faculty expertise, simulator availability, course delivery models, and capacity to offer globally recognised certifications.
- Gaps in crew certification, qualification equivalency, and seafarer mobility in international offshore markets, especially concerning revalidation procedures, medical fitness standards, and alignment with flag state requirements for offshore service.

2.3 The findings of the gap analysis shall be presented in a comprehensive and reader-friendly format. This shall include:

- Comparative matrices displaying the current Indian practices vis-à-vis international norms, organised by training modules, vessel types, crew categories, and operational scenarios.
- Tables, charts, and heat maps to visually indicate areas of compliance, partial alignment, and critical gaps.
- Narrative explanations for each category of deficiency, with an emphasis on implications for safety, operational efficiency, environmental risk, and international acceptability.

2.4 The consultant shall organise one or more technical validation workshops in consultation with the Client to deliberate on the findings of the gap analysis. These workshops shall bring together stakeholders from regulatory bodies, training institutes, vessel operators, offshore energy companies, classification societies, and professional associations. The objective shall be to validate identified gaps, solicit stakeholder insights on practical constraints, and foster ownership of the standardisation process.

2.5 In conducting the gap analysis, the consultant shall pay particular attention to the following thematic areas:

- Required vs. available skill sets for various operational roles onboard offshore vessels and rigs
- Safety management systems in theory and practice, including crew familiarity with Safety Case regimes and Permit to Work (PTW) systems
- Onboard living conditions, including space allocation, hygiene, catering standards, and crew mental well-being provisions
- Emergency preparedness and crew performance during drills, mock scenarios, and real-time incidents

2.6 The consultant shall also assess overlaps and fragmentation between multiple authorities and regulations currently governing offshore crew training and competency in India. Recommendations shall be made for creating a harmonised and unified competency framework that draws upon the best of global practices while being tailored to India's legislative and operational environment.

2.7 The final output of this task shall be a **Gap Analysis Report** that consolidates all findings, stakeholder feedback, and initial recommendations into a single deliverable. This

report shall serve as a key input for the formulation of revised or new standards for offshore safety, training, and competency in the Indian context.

3. Training Requirements and Benchmark Institutions

3.1 The consultant shall conduct a detailed assessment of mandatory and recommended training programs required for personnel serving on board offshore service vessels and platforms. This assessment shall be based on international requirements, operational risk profiles, and vessel-specific functions. The consultant shall map each training requirement against role categories and rank structures, taking into account technical complexity, emergency duties, and leadership responsibilities.

3.2 The consultant shall identify and document all core training programs that are considered essential across major offshore jurisdictions. These shall include, but are not limited to:

- **Basic Offshore Safety and Emergency Training (BOSIET)**, including HUET (Helicopter Underwater Escape Training) and EBS (Emergency Breathing Systems)
- **Further Offshore Emergency Training (FOET)** for refresher and revalidation
- **International Well Control Forum (IWCF)** and **IADC WellSharp** certifications for drilling and well control roles
- **OPITO-certified courses**, including H2S, MIST (Minimum Industry Safety Training), rigging and lifting operations, and confined space entry
- **Specialised training modules** such as Dynamic Positioning (DP) Operator Training, High Voltage Safety, ROV operations, Offshore Crane Operator certification, and Diving Supervisory courses
- **STCW Convention** courses, including Advanced Fire Fighting, Proficiency in Survival Craft and Rescue Boats, Medical First Aid, and Bridge Resource Management
- **Environment, health, and safety training** including behavioral safety, human factors, and permit-to-work systems

3.3 The consultant shall also analyse the training requirements for new and emerging roles in the offshore energy transition, including those involved in:

- Offshore wind farm installation, maintenance, and cable-laying operations
- Offshore hydrogen production and CO₂ storage
- Digital operations, remote asset monitoring, and unmanned systems oversight

3.4 In parallel, the consultant shall identify benchmark training institutions across the jurisdictions studied during the benchmarking phase. These institutions shall be recognised for their compliance with international standards, affiliations with global accrediting agencies (such as OPITO, DNV, ABS, IMCA, etc.), technological infrastructure, and proven track record in delivering competent and globally employable offshore personnel.

3.5 For each benchmark institution identified, the consultant shall provide detailed profiles that cover:

- Range and depth of offshore training programs offered
- Facilities and training infrastructure, including simulators, mock-up units, and emergency training grounds
- Accreditation status and affiliations with regulatory authorities and industry associations
- Pedagogical approaches, including classroom instruction, hands-on practical sessions, virtual learning environments, and scenario-based simulation
- Strategies adopted for continuous curriculum upgrade in line with evolving offshore technologies and risk profiles

3.6 Based on the comparative review, the consultant shall prepare a gap-mapping between Indian maritime/offshore training institutes and their global counterparts. This shall include identification of:

- Training modules currently unavailable or underdeveloped in India
- Infrastructure limitations in simulation-based and practical training delivery
- Absence of international accreditations or equivalence recognition for Indian-issued certificates
- Institutional weaknesses in trainer certification, student evaluation methodologies, and post-training assessments

3.7 The consultant shall recommend a framework for recognising and upgrading Indian training institutions to meet international benchmarks. This shall include:

- Identification of short-, medium-, and long-term interventions required at the policy, institutional, and infrastructure levels
- Recommendations for forging institutional partnerships, twinning programs, and trainer exchange agreements with global centres of excellence
- Criteria for certification bodies and accreditation mechanisms to be recognised for offshore crew training in India

3.8 The consultant shall also propose a roadmap for the establishment of a national-level Centre of Excellence (CoE) for Offshore Training and Competency Development. This CoE may serve as the apex body responsible for setting standards, certifying trainers, auditing institutes, and fostering innovation in training delivery technologies.

4. Recommendations for Tailored Guidelines

4.1 Based on the outcomes of the benchmarking and gap analysis, the consultant shall develop a detailed and actionable set of guidelines specifically tailored to the needs, regulatory environment, and operational dynamics of the Indian offshore sector. These guidelines shall aim to harmonise safety, operational efficiency, and crew competency standards with internationally accepted best practices, while maintaining contextual relevance to India's unique offshore operations, legal mandates, and workforce characteristics.

4.2 The guidelines shall address, in comprehensive detail, the following dimensions:

a) Safety Protocols and Operational Readiness

- Define clear, mandatory safety protocols for offshore service operations segmented by vessel type, operational area, and risk category.
- Establish operational safety management procedures in line with international norms such as ISM Code, IMCA Guidelines, and Safety Case Regimes.
- Recommend crew readiness and response protocols for high-risk activities such as diving operations, lifting operations, dynamic positioning, firefighting, and pollution control.
- Standardise procedures for regular safety drills, onboard audits, and safety culture assessments.

b) Living Conditions, Hygiene, and Crew Welfare Standards

- Propose minimum standards for onboard accommodation, food safety, potable water supply, waste management, and ventilation.
- Recommend guidelines for mental health and psychological well-being including fatigue management, rotational schedules, and recreational facilities.
- Establish uniform criteria for onboard medical facilities, availability of first-aid responders, and protocols for medevac and telemedicine services.

c) Training and Certification Framework

- Define role-specific training pathways that include baseline qualifications, task-based competency milestones, and revalidation timelines.
- Propose differentiated competency matrices for operational, technical, and leadership roles such as rig operators, crane handlers, DP operators, subsea technicians, barge supervisors, and HSE officers.
- Recommend modular training design to allow progressive skill development with opportunities for career advancement and international mobility.
- Lay out revalidation protocols and bridging courses to address changes in technology, regulations, and vessel functions.

d) Behavioural Safety, Human Factors, and Risk Awareness

- Integrate human factor training modules covering communication skills, teamwork, leadership under pressure, and situational awareness.
- Introduce scenario-based and simulation-led training for accident investigation, near-miss reporting, and real-time decision-making.
- Promote behavioural safety frameworks that encourage proactive hazard identification, compliance accountability, and safety leadership at all crew levels.

4.3 The consultant shall ensure that the guidelines are:

- **Technically sound:** Based on validated international references and expert input.
- **Contextually adaptable:** Customised to Indian vessel types, operational environments, climatic conditions, and socio-cultural crew profiles.
- **Scalable and modular:** Capable of phased implementation across the industry with scope for iterative refinement.

- **Legally coherent:** Mapped to applicable Indian maritime laws, DG Shipping rules, and Ministry of Labour and Employment norms, while ensuring alignment with international treaties to which India is a party.

4.4 The consultant shall provide the guidelines in a structured document format that includes:

- Section-wise prescriptions (mandatory, recommended, and good practices)
- Annexures containing sample checklists, compliance templates, audit formats, and sample standard operating procedures (SOPs)
- Visual decision trees or flow charts to guide users through complex procedural decisions
- A glossary of definitions to harmonise terminologies across the Indian offshore domain

4.5 The consultant shall also suggest a **regulatory integration pathway** for the adoption of the proposed guidelines. This shall include:

- Recommended amendments to existing notifications, DG Shipping circulars, and model courses
- A proposal for issuing new statutory instruments, including guidelines, advisories, or safety notices
- A suggested institutional structure or nodal agency responsible for monitoring implementation, resolving interpretation disputes, and issuing periodic updates

4.6 In addition, the consultant shall identify areas where pilot implementation could be undertaken, either in partnership with select Indian offshore training institutes, fleet operators, or industry associations. This will serve to validate the practical applicability of the guidelines and provide feedback loops for further refinement.

5. Sustainability and Innovation

5.1 In recognition of India's commitments to international environmental agreements, sustainable development goals (SDGs), and its growing leadership in the global energy transition, the consultant shall integrate the principles of environmental sustainability and technological innovation into the offshore training and competency framework. This shall ensure that Indian offshore personnel are not only technically competent but also environmentally responsible and future-ready.

a) Integration of Environmental Stewardship in Offshore Training

5.1.1 The consultant shall identify global practices and regulatory requirements pertaining to offshore environmental protection, with a particular focus on pollution prevention, resource efficiency, and ecological sensitivity in offshore zones.

5.1.2 Based on this analysis, the consultant shall recommend mandatory and elective modules within offshore crew training programs that address:

- Prevention and mitigation of marine pollution from vessels and offshore installations (MARPOL, OPRC, Ballast Water Management)
- Offshore waste management practices, including segregation, containment, discharge monitoring, and reporting procedures
- Oil spill prevention and response training, including the use of oil containment booms, skimmers, dispersants, and reporting protocols in accordance with national and regional contingency plans
- Biodiversity awareness training for operations in ecologically sensitive offshore areas, such as coral reefs, fisheries zones, and marine protected areas
- Energy-efficient operations and carbon emission reduction techniques onboard offshore vessels and rigs

5.1.3 The consultant shall align these recommendations with India's obligations under conventions such as the MARPOL Annexes, the International Convention on Oil Pollution Preparedness, Response and Co-operation (OPRC), and other instruments adopted by the International Maritime Organization (IMO), while also ensuring relevance to national rules administered by the Directorate General of Shipping, the Ministry of Environment, Forest and Climate Change, and the Oil Industry Safety Directorate (OISD).

b) Promotion of Technological Innovation in Training Delivery

5.2 The consultant shall explore and recommend the adoption of cutting-edge technological tools and pedagogical models for enhancing the quality, accessibility, and effectiveness of offshore training in India. These innovations shall support real-world preparedness and reduce dependence on high-risk or resource-intensive physical training environments.

5.2.1 The consultant shall recommend the introduction of simulation-based training programs and digital learning environments that replicate complex offshore operations, including:

- Full-mission bridge simulators for dynamic positioning and navigation in offshore fields
- Engine room simulators for machinery fault diagnosis and emergency handling
- Virtual reality (VR) and augmented reality (AR) modules for confined space entry, fire-fighting, and equipment familiarisation
- Digital twin models of offshore assets to simulate inspection, maintenance, and repair tasks

5.2.2 Recommendations shall also include:

- The establishment of offshore e-learning portals and mobile learning apps to ensure continuous upskilling, even in remote or at-sea settings
- The use of Artificial Intelligence (AI)-driven adaptive learning platforms that personalise content based on user progress and retention

- Development of gamified training content for enhanced engagement and recall, especially for younger entrants to the offshore workforce

5.2.3 The consultant shall assess the feasibility of creating a national repository or cloud-based Learning Management System (LMS) that hosts all offshore training content, certification records, feedback mechanisms, and performance analytics. The LMS shall be integrated with government accreditation systems and allow interoperability with international credentialing bodies.

c) Future-Readiness and Adaptive Capacity

5.3 The consultant shall also outline mechanisms to ensure that the training and competency framework remains adaptive to future industry shifts, such as:

- The rise of renewable offshore energy platforms, especially floating wind, tidal, and hybrid energy projects
- The increasing automation and digitalisation of offshore operations, including remote-controlled and unmanned platforms
- The emergence of new offshore services such as offshore carbon capture and storage (CCS), hydrogen production, and subsea cable repair

5.4 A forward-looking roadmap shall be provided, indicating periodic review mechanisms, stakeholder engagement forums, and metrics for measuring innovation adoption, training outcomes, and environmental impact reduction.

Key Deliverables

Basis the detailed scope of work stated above, the Consultant shall submit the following key deliverables to the Client, aligned with the phased tasks under the scope of work:

1. Global Benchmarking Report

A comprehensive report detailing international training, certification, and competency standards applicable to offshore personnel across major jurisdictions, including vessel-specific standards and best practices from regulatory authorities, classification societies, and industry bodies.

2. Vessel Classification and Training Matrix

A tabulated and narrative analysis of training and competency requirements by vessel type and offshore function, including OSVs, AHTS, MODUs, FPSOs, barges, DSVs, MSVs, and others, with jurisdiction-wise comparatives.

3. Gap Analysis Report

A structured report identifying gaps between international and Indian standards across curriculum content, regulatory frameworks, certification systems, institutional delivery

mechanisms, and crew welfare. To include comparative matrices, heat maps, visual charts, and stakeholder feedback summaries.

4. Training Needs and Institutional Benchmarking Study

An analytical report on mandatory and recommended training programs, mapped against roles and risk profiles, along with profiles of global benchmark institutions and a comparative evaluation of Indian training capacity.

5. Draft Guidelines for Offshore Safety and Competency Standards

A set of operational and safety guidelines covering safety protocols, crew welfare, competency matrices, training pathways, and behavioural safety frameworks. To be presented in a modular, legally coherent, and implementable format with annexures, SOPs, and visual aids.

6. Roadmap for Institutional Strengthening and Centre of Excellence

A policy and implementation framework for upgrading Indian maritime training institutions, forging international linkages, and establishing a national Centre of Excellence for Offshore Training and Competency.

7. Innovation and Sustainability Framework

Recommendations for integrating simulation-based training, VR/AR tools, AI-driven learning, and environmental sustainability modules into offshore training. To include a roadmap for the creation of a national LMS platform and adaptive training systems.

8. Implementation Strategy Document

A phased and time-bound plan for operationalising the recommendations, including stakeholder roles, priority areas, potential pilots, funding pathways, and monitoring mechanisms.

9. Final Consolidated Report

A comprehensive final report synthesising all deliverables, stakeholder consultations, and policy recommendations, submitted in print and digital formats, accompanied by editable source files and data repositories.

Timelines / Work Schedule

- a) The timeframe for the completion of the assignment is 12 months.
- b) Tentative Timeline would be as follows:

Sl. No.	Key Deliverable	Tentative Timeline (Months)
1	Global Benchmarking Report	1 Month
2	Vessel Classification and Training Matrix	1 Month
3	Gap Analysis Report	1 Month
4	Training Needs and Institutional Benchmarking Study	1 Month
5	Draft Guidelines for Offshore Safety and Competency Standards	2 Months
6	Roadmap for Institutional Strengthening and Centre of Excellence	1 Month
7	Innovation and Sustainability Framework	1 Month
8	Implementation Strategy Document	2 Months
9	Final Consolidated Report	2 Months

Client's Input and Responsibilities

The client will provide:

- Relevant background documents, reports, and data.
- Access to stakeholders and officials as required.
- Office space and logistical support
- Guidance and approvals through the designated Nodal Officer/Project Director.
- Clarify the client's obligations to ensure smooth project execution.

10. Team Composition and Qualification

The Consultant shall deploy a qualified team at the Client location including, but not limited to:

- Team Leader** with qualification of MBA/MTech/ME or other relevant advanced qualification in the maritime sector and experience of at least 15 years with minimum 5 years in the maritime sector/consulting maritime sector
- Consultant** with minimum 3 years of experience preferred in similar roles with mandatorily MBA/MTech/ME or other relevant advanced qualification in the maritime or offshore sector
- Consultant** with minimum 3 years of experience preferred in similar roles with mandatorily MBA/MTech/ME or other relevant advanced qualification in the maritime or offshore sector
- Consultant** with minimum 3 years of experience preferred in similar roles with mandatorily MBA/MTech/ME or other relevant advanced qualification in the maritime or offshore sector

CVs of key personnel must be submitted, and the team must remain available for the assignment throughout the contract duration.

11. Reporting Requirements

- a) The consultants will submit the key deliverables in the timeline as highlighted in point 2 above.

12. Terms of Payment

Sl. No.	Milestone	Payment
1	On submission of Global Benchmarking Report	10% of total contract value
2	On submission of Vessel Classification and Training Matrix	10% of total contract value
3	On submission of Gap Analysis Report	10% of total contract value
4	On submission of Training Needs and Institutional Benchmarking Study	10% of total contract value
5	On submission of Draft Guidelines for Offshore Safety and Competency Standards	15% of total contract value
6	On submission of Roadmap for Institutional Strengthening and Centre of Excellence	10% of total contract value
7	On submission of Innovation and Sustainability Framework	10% of total contract value
8	On submission of Implementation Strategy Document	15% of total contract value
9	On submission of Final Consolidated Report	10% of total contract value

13. Penalty:

1. Delay in Submission of Deliverables

If the Consultant fails to submit any milestone/deliverable by the agreed timeline, a penalty of 1% of the total contract value per week of delay shall be levied, subject to a maximum of 10% of the total contract value. Delays caused by force majeure events (natural disasters, government actions, etc.) and delays due to non-approval from the client shall be exempted, provided proper notice is given within 5 working days of occurrence.

2. Non-Conformance with Quality Standards

If a deliverable is found to be non-compliant with the scope of work, quality standards, or contractual requirements, the Consultant shall, at no additional cost, revise the deliverable within 15 working days.

3. Incomplete or Inaccurate Data/Reports

The Consultant must address and rectify the issues within 10 working days from the notice of deficiency. In case of submission of incomplete or factually inaccurate reports that require significant rework, a penalty of 1% of the contract value per instance shall be levied, subject to a maximum of 10% of the contract value.

14. Confidentiality and Intellectual Property Rights

- a) All outputs, reports and deliverables would be an intellectual property of the client.
- b) The unauthorized use or disclosure of project data is restricted.
- c) The Consultant shall not use or share the information for any purpose other than the assignment without prior written consent of the client.

Section 6: Proposal Submission Forms

FORM T-1

Proposal Form (Covering Letter)

(To be submitted on Letterhead) (Strike out alternative phrases not relevant to you)

Consultant's Reference No.: _____ Date: _____

To

Directorate General of Shipping
9th Floor, Beta Building,
i-Think Techno Campus,
Kanjurmarg (East), Mumbai – 400042

Ref: Your RFP Document No. RFP No./ xxxx;

RFP Title:

Sir/ Madam,

1. Submission of Proposal

We, the undersigned, offer to provide consulting services in accordance with your above-referenced Request for Proposals (RFP) and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a separately uploaded Financial Proposal.

- We are submitting our Proposal without any Sub-consultants or JV. **OR**
- We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with each Sub-consultant's full name and address.} **OR**
- We are submitting our Proposal as a Joint Venture with {Insert a list with each member's full name and legal address and indicate the lead member}. We have attached copies of the following documents signed by every participating member, which detail the (likely) legal structure and the confirmation of joint and several liability of the members of the said joint venture:
 - Our letter of intent to form a joint venture
 - The JV agreement

2. Eligibility and Qualifications

- a) We confirm that we comply with all the eligibility and qualification criteria stipulated in this RFP, including the absence of conflict of interest and debarment.

We further undertake to proactively inform you of any change in our compliance with these criteria, should such change occur at any stage of the bidding or contract period.

- b) We confirm that we do not have any Conflict of Interest as stipulated in this RFP. We shall be duty-bound to proactively inform you of any change in our compliance with Conflict-of-Interest stipulations as soon as it occurs.

3. Proposal to Deliver Services

We offer to deliver the subject Services of requisite Performance Standards and within Delivery Schedules in conformity with the RFP Document. The relevant details are submitted in:

- Form T-4: Description of Approach, Methodology and Work Plan in responding to Terms of Reference
- Form T-5: Work Schedule and Planning of Deliverables
- Form T-6: Team Composition, Assignment and Key Experts' Inputs

4. Prices

We hereby offer to perform the Services at our lowest prices and rates mentioned in the separately uploaded Financial Proposal. It is hereby confirmed that the prices quoted therein by us are:

- a) Based on the terms of delivery and delivery schedule confirmed by us; and
- b) Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/ Works considered necessary to make the proposal self-contained and complete, has been indicated therein; and
- c) Based on the terms and mode of payment as stipulated in the RFP Document. We have understood that if we quote any deviation from the terms and mode of payment, our Proposal is liable to be rejected as non-responsive; and
- d) Have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other Consultant or competitor relating to:
 - i) Those prices; or
 - ii) The intention to submit an offer; or
 - iii) The methods or factors used to calculate the prices offered;
- e) Have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other Consultant or competitor before the Proposal opening unless otherwise required by law.

5. Declaration of Commissions/ Fees

We declare regarding commissions or fees paid or to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of this Contract, that:

- ☐ No such commissions or gratuities or fees have been paid or are to be paid by us to any third party. **OR**
- ☐ We have paid/ are due to pay the following commissions/ gratuities/ fees: (Indicate the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.)

6. No Change in Key Experts

Except as stated in the RFP Document, we undertake to negotiate a Contract based on the proposed Key Experts. We accept that substituting Key Experts for reasons other than those stated in ITC-Clause 12.3 may lead to the termination of contract negotiations.

7. Affirmation of Terms and Conditions

We have understood the complete terms and conditions of the RFP Document. We accept and comply with these terms and conditions without reservations, although we are not signing and submitting some of the RFP document's sections. Deviations, if any, are submitted by us in Form T-7: Terms and Conditions - Compliance. We also explicitly confirm acceptance of the Arbitration Agreement as given in the RFP Document.

8. Bid Security

We have submitted the Bid Security as:

- a) Earnest Money Deposit (EMD) for the amount of Rs. _____ (Rupees _____) valid upto _____ in favour of _____ in the form of Insurance Surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque/ Bank Guarantee/ e-Bank Guarantee in Form T-9A, with reference number _____ dated _____, issued by _____, as per the RFP Documents. **OR**
- b) Bid Securing Declaration (BSD, in lieu of Bid Security, if permitted in TIS) in stipulated format vide Form T-9B.

9. Validity of Proposal

We agree to keep our Proposal valid for acceptance for a period upto _____, as required in the RFP Document, or for a subsequently extended period, if any, agreed to by us, and are aware of penalties in this regard stipulated in the RFP Document in case we fail to do so.

10. Non-Tampering of RFP Documents

We confirm that we have not changed/ edited the contents of the downloaded RFP Document. We realise that any change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the RFP Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded during the shortlisting process, and this RFP are valid, true, and correct to the best of our knowledge and belief. We shall be responsible if any dispute arises regarding the validity and truthfulness of such documents/ affidavits/ undertakings. We undertake to submit for scrutiny, on demand by the client, originals and self-certified copies of all such certificates, documents, affidavits/ undertakings.

11. Binding Contract

We further confirm that if our proposal is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted

by us. We do hereby undertake that until a formal contract is signed or issued; this Proposal and your written Letter of Award shall constitute a binding contract between us.

12. Performance Guarantee and Contract Signing

We further confirm that if our proposal is accepted, we shall provide you with performance security of the required amount stipulated in the RFP Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or execute the agreement, the client has the right to avail of any or all punitive actions stipulated in the RFP Document.

13. Penalties for Misrepresentation

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any misinterpretation or misrepresentation would violate the Code of Integrity and attract penalties, as this RFP Document mentions.

14. Consultant's Authorized Signatory

- a) Full Name: _____
- b) Designation: _____
- c) Signing as:

☐ A sole proprietorship firm. The person signing the Proposal is the sole proprietor/ constituted attorney of the sole proprietor.

☐ A partnership firm. The person signing the Proposal is duly authorised being a partner to do so under the partnership agreement or the general power of attorney.

☐ A company. The person signing the Proposal is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by the Memorandum of Association.

☐ A Society. The person signing the Proposal is the constituted attorney.

We confirm that we are duly authorized to submit this Proposal and make commitments on behalf of the Consultant. We acknowledge that our digital/ digitized signature is valid and legally binding. Supporting documents are submitted herewith. Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

15. Rights of the client

We further understand that you are not bound to accept the lowest or any Proposal you may receive against your above-referred RFP Document.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal for and on behalf of [name, address, and seal of
Consultant]

Details of the Consultant Submitting the Proposal*(To be printed on the letterhead of the Consultant)*

SI No.	Information Sought	Details to be Furnished
A	Name of the Consultant / Consulting Firm:	
B	In case of consortium, please indicate name of Lead Bidder	
C	Legal Status of the Consultant ☐ Proprietorship ☐ Partnership ☐ Limited Liability Partnership (LLP) ☐ Private Limited Company ☐ Public Limited Company ☐ Others (Please specify): _____	
D	Registered Address of the Consultant:	
E	Year of Incorporation / Registration:	
	Registration Number / CIN / LLPIN (as applicable):	
	PAN Number (Permanent Account Number):	
F	GSTIN (Goods and Services Tax Identification Number):	
G	Contact Details of the Authorized Signatory: Name: Contact No.: Email ID: Official Address	

Declaration:

We hereby declare that the information furnished above is true and correct to the best of our knowledge and belief. If any discrepancy is found at any stage, our proposal may be rejected, and we shall be liable for any consequences as per applicable laws.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal for and on behalf of [name, address, and seal of Consultant]

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Note to consultant- Please fill out this form to briefly describe the Consultant's organization and outline the recent consultant experience most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in the form of a joint venture or a Sub- consultant, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide a brief description of the background and organization of your organisation and – in case of a joint venture – of each member for this assignment.
2. Include an organisational chart, a list of the Board of Directors (if applicable), and beneficial ownership. [If required as per RFP, the successful Consultant shall provide additional information on beneficial ownership.]

B - Consultant's Experience

1. List only previous similar assignments completed in the last 5 years.
2. List only those assignments for which the Consultant was legally contracted by the client directly or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant or that of the Consultant's partners or Sub-consultants - but can be claimed in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references, as requested by the client.
3. Consultants must submit their similar assignment experience in the following format

Form T-2 A: Detailed Narrative Format (Per Assignment)

Form T-2 B: Summary of similar assignment completed during the period mentioned in Sr.1

FORM T-2A

Detailed of Consultant Similar Assignment

(Each assignment to be submitted separately in this format)

1) **Assignment Name:** _____

2) **client Name:** _____

3) **Sector(s) Involved:** _____

Level: ☐ National ☐ State ☐ Local Government Institutions ☐ Others (Specify)

4) **Place (Village/ City/ State/ Country):** _____

5) **Role on the Assignment: Lead Partner / Partner** _____

6) **Assignment Start Date (Month/ Year):** _____

7) **Assignment Completion Date (Month/ Year):** _____

8) **Staffing Details:**

a) Designations/ Roles of Professional Staff Provided by You: _____

b) Total No. of Staff-months of the Assignment: _____

c) No. of Staff-months of Professionals Provided by You: _____

9) **Financial Details:**

a) Approx. Value of the Contract (INR Lakhs): _____

b) Approx. Value of Services Provided by Your Firm (INR Lakhs): _____

10) **Narrative Description of the Project:**

(Provide a concise description of objectives, scope, methodology applied, and outcomes. Highlight relevance to the current assignment.)

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal

Note:- The Consultant must submit a copy of the Work Order/Agreement/PO, along with a Completion Certificate or client Testimonial, showing the scope, contract value, and successful completion of the each project/Assignment.

FORM T-2B**Summary of Consultant Similar Assignment**

Duration (MM/YYYY – MM/YYYY)	Assignment Name & Brief Description of Deliverables/ Outputs	Name and address of client	Approx. Contract Value / Amount Paid to Your Firm in Rs. Lakhs	Role on the Assignment
Jan. 2021 – Apr. 2023				Lead partner in JV (A&B&C)
Jan. 2022 – May 2024				Sole Consultant

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal

FORM T-3

Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be provided by the client

(To be submitted as part of Technical Proposal, along with supporting documents, if any, on Consultant's Letterhead)

Note to consultant - comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

(improvements to the Terms of Reference, if any)

B - On Counterpart Staff and Facilities

(comments on counterpart staff and facilities to be provided by the client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any)

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal

FORM T-4

Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment

(Suggested structure of your Technical Proposal):

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here.

The work plan should be consistent with Form T- 5: 'Work Schedule and Planning of Deliverables'.}

- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

The Organization and staffing should be consistent with Form T-6: 'Team Composition, Assignment, and Key Experts' Inputs.'}

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal

Work Schedule and Planning for Deliverables²

RFP Document No. RFP No./ xxxx; Tender Title: Consultancy

{Please outline the Plan for implementing the main activities/ tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the client), and tentative delivery dates of the deliverables. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the ToR, any challenges likely to be encountered during the programmatic implementation, the mitigations proposed and the ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

N°	Deliverables ³ (D-n)	• Months/ Quarters ⁴													
		1	2	3	4	5	6	7	8	9	10	11	12		TOTAL
D-1	{e.g., Deliverable #1: Interim Report}														
	1) data collection														
	2) drafting														
	3) inception report														
	4) incorporating comments														
D-2	{e.g., Deliverable #2:.....}														
D-n															

² NOTE: The final deliverables and work plan shall be worked out in consultation with the selected consultant based on programmatic requirements.

³ List the deliverables with the breakdown for activities required to produce them and other milestones such as the client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

⁴ Duration of activities shall be indicated in a form of a bar chart. Include a legend, if necessary, to help read the chart.

FORM T-6

Team Composition, Assignment, and Key Experts' Inputs

N°	Name	Expert's input (in person-months ⁵) per each Deliverable(listed in Form T-5)							Total time-input (in Months)			
		Position	Location ⁶	D-1	D-2	D-3		D-n	Home	Field	Total	
KEY EXPERTS ⁷												
K-1	e.g., Mr. Abc}	Team Leader	[Home]									
			[Field]									
K-2			[Home]									
			[Field]									
K-3			[Home]									
			[Field]									
			[Home]									
			[Field]									
n			[Home]									
			[Field]									
Sub Total Key Experts												
NON KEY EXPERTS												
N-1			[Home]									
			[Field]									
			[Home]									
			[Field]									
n			[Home]									
			[Field]									
Sub Total Non Key Experts												
Total Key + Non Key Experts												

⁵ Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

⁶ “Home” means work carried out in the zone of expert’s declared place of residence. “Field” means work carried out at a place outside the zone of expert’s declared place of residence.

⁷ For Key Experts, the input should be indicated individually for the same positions as required under the Section VI-A.

Note to Consultants: RFP indicates key Personnel (Managers/ Supervisors/ Executives/ Specialists/ Technicians) and the number of non-key staff required to perform the services to the required performance standards and quality. The consultant shall quote the cost of these personnel in the Financial Proposal

FORM T-6 (CONTINUED)

Key Expert Curriculum Vitae (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education and Training: *{List college/university/ Institution or other specialized education/ Training, giving names of institutions, dates attended, degree(s)/diploma(s) / Certificate(s) obtained. Highlight relevance to general and specific sectors}*

Employment record relevant to the assignment: *{{Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Entities and employing organization(s) who can be contacted for references. Past employment irrelevant to the assignment does not need to be included.}}*

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
<i>{List all deliverables/tasks as in FORM T-5 in which the Expert shall be involved}</i>	

Expert's contact information: (e-mail, phone)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of a Contract award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification, dismissal, and/or sanctions by the Procuring Entity.

{day/month/year}

Name of Expert

Signature

Date

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal

Terms and Conditions – Compliance*(To be submitted as part of Technical Proposal, on Consultant's Letterhead)***RFP Document No.:** RFP No./xxxx**General Confirmation**

We hereby confirm that we have read, understood, and agree to comply with all terms and conditions of the RFP Document (including Instructions to Consultants, Terms of Reference, General and Special Conditions of Contract, and all other provisions) without variation, deviation, or reservation, except as specifically listed below.

Statement of Deviations (If Any)

If there are no deviations, please state clearly: **“Nil deviations – fully compliant.”**

Sl. No.	Ref. of RFP Document Section & Clause	Subject	Proposed Deviation/ Exception/ Reservation	Justification / Reason

Declaration

We confirm that apart from the deviations listed above (if any), our Proposal is fully compliant. Any contrary terms and conditions mentioned elsewhere in our Proposal shall be deemed null and void.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal

Checklist for Consultants*(To be submitted as part of Technical Proposal) (on Consultant's Letter-head)*

RFP Document No. RFP No./ xxxx;

Date:-

RFP Title:

Note to Consultants: This checklist is merely to help the Consultants prepare their Proposals; it does not override or modify the tender requirement. Consultants must do their own due diligence also.

Sl. No.	Document Name	Form No. (if applicable)	Submitted (Yes/No)	Page No.
1	Copy of Incorporation /Registration Certificate of consultant	–		
2	Copy of GST Registration Certificate and PAN Card	–		
3	Declaration on Blacklisting /Debarment and Conflict of Interest Status	Form T-11		
4	Bid Security / EMD Document (DD/Bank Guarantee / Online payment receipt , as applicable)	–		
5	Bid Securing Declaration – for consultants claiming exemption from furnishing EMD	Form T-9B		
6	Audited Annual Financial Statements (Balance Sheet, Profit & Loss Account, and Schedules) for the last three (3) financial years ending 31st March 2024	–		
7	Letter of Proposal Submission	Form T-1		
8	Consultant's Details	Form T-1A		
9	Consultant's Experience in Similar Assignments/Projects	Form T-2 & T-2B		
10	Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be provided by the client	Form T-3		
11	Financial Capability Statement	Form T-13		
12	Consultant's Approach, Methodology, and Work Plan	Form T-4		
13	Eligibility and Qualification Compliance Sheet	Form T-7		
14	Profile of Key Experts / Resource Persons	Form T-6		
15	Work Schedule and Planning for	Form T-5		

Sl. No.	Document Name	Form No. (if applicable)	Submitted (Yes/No)	Page No.
	Deliverables			
16	Team composition, Assignment and Key Experts inputs	Form T-6		
17	Joint Venture / Consortium Declaration (if applicable)	Form T-12		
18	Any Other Document(s) specifically mentioned in the RFP / Data Sheet / Instructions to Consultants (ITC)			

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal

Bank Guarantee Format for Earnest Money Deposit (EMD)

(The Bank Guarantee shall be executed on a Stamp Paper of appropriate value, as per the Stamp Act, purchased in the name of either the issuing Bank or the Party on whose behalf the Bank Guarantee is issued.)

Bank Guarantee No.: _____

Date: _____

To

Directorate General of Shipping
9th Floor, Beta Building,
i-Think Techno Campus,
Kanjurmarg (East), Mumbai – 400042

Bank Guarantee

Whereas, M/s. _____, with its Registered/Head Office at _____ (hereinafter called “the Consultant”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors, and assigns) has undertaken to submit a Proposal in pursuance of RFP No. _____ dated _____ (hereinafter called “the RFP”);

And whereas you (which expression shall, unless repugnant to the context or meaning thereof, include your successors, administrators, executors, and assigns) have stipulated in the said Tender that the Consultant shall furnish a Bank Guarantee issued by a Commercial Bank for the sum specified therein, as Earnest Money Deposit (EMD), to secure compliance with its obligations under the RFP;

And whereas we, _____ (name and address of the Bank) having our Head Office at _____ (hereinafter referred to as “the Bank”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors, and assigns), have agreed to furnish such a guarantee on behalf of the Consultant.

Now, therefore, we hereby affirm and undertake that we are Guarantors on behalf of the Consultant, and are responsible to you, up to a total sum of **Rs. _____ (Rupees _____ only)**, and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the RFP and without cavil or argument, any sum or sums within the limits of the aforesaid amount, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand.

The Bank undertakes not to revoke this Guarantee during its validity without your prior written consent and further agrees that the Guarantee shall remain enforceable until you

discharge it. This Guarantee shall not be affected by any change in the constitution of the Bank or of the Consultant.

We further agree that no change, addition, or modification to the terms of the RFP made by you shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid until the _____ day of _____, 20.

Our _____ Branch at _____ (Name & Address of Branch) is liable to pay the guaranteed amount, or any part thereof, under this Bank Guarantee only if your written claim or demand is received by us at our said branch on or before _____ (last date of validity). After that date, all our liabilities under this Guarantee shall stand discharged.

Authorized Signatory of the Bank

(Signature with Seal)

Name: _____

Designation: _____

Bank Name & Address: _____

Branch: _____

FORM T-9B:

Bid Securing Declaration

(Consultants exempted from submission of Bid Security are also required to submit this on Letter-head)

To

Directorate General of Shipping
9th Floor, Beta Building,
i-Think Techno Campus,
Kanjurmarg (East), Mumbai – 400042

Ref: RFP Document No. _____;

RFP Title:

Declaration

Sir/Madam,

We, the undersigned, solemnly declare that:

1. We understand that according to the conditions of this RFP, the Proposal must be supported by a **Bid Securing Declaration** in lieu of Bid Security.
2. We unconditionally accept the conditions of this Bid Securing Declaration.
3. We understand that we (all members individually and jointly, in case of JV/Consortium) shall automatically be suspended from being eligible to bid in any tender issued by the client for a period of **two (2) years** from the date of opening of this Proposal if we breach our obligations under the tender conditions, namely if we:
 - a) Withdraw, amend, impair, or derogate from our Proposal during the Proposal validity period; or
 - b) Being notified during the Proposal validity of the acceptance of our Proposal by the Procuring Entity:
 - (i) Fail or refuse to furnish the original documents for verification, or to provide the required Performance Security within the stipulated time; or
 - (ii) Fail or refuse to sign the Contract.
4. We understand that this Bid Securing Declaration shall automatically expire in the following cases, whichever is earliest:
 - a) Forty-five (45) days after the expiration of the Proposal validity (including any extension thereof), if the contract has not been awarded; or
 - b) Thirty (30) days after the conclusion of the resultant contract, if the contract is not awarded to us; or
 - c) Upon receipt of the Performance Security, if the contract is awarded to us.

(Signature with date)

..... (Name and designation)

Duly authorized to sign Proposal

Integrity Pact

(To be signed on Plain Paper)

RFP Document No. RFP No./ xxxx;**RFP Title:**

This Agreement (hereinafter called the Integrity Pact) is made on this _____ day of the month of _____, 202 at _____, India.

BETWEEN

client, _____, through Head of the client, for and on behalf of the President of India (hereinafter called “The Principal”, which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part.

AND

M/s. _____ (hereinafter called “The Consultant”, which expression shall mean and include unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

‘The Principal’ intends to award, under laid down organizational procedures, contract/s for _____. ‘The Principal’ values full compliance with all relevant laws of the land, rules, regulations, economical use of resources, and fairness/transparency in its relations with its Consultant(s).

In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the Procurement Process and the execution of the contract for compliance with the above-mentioned principles.

Section 1 - Commitments of The Principal

(1) ‘The Principal’ commits to taking all necessary measures to prevent corruption and to observe the following principles:

- a) No employee of the Principal, personally or through family members, shall, in connection with the tender or the execution of a contract, demand, accept a promise for, or accept for self or a third person, any material or immaterial benefit to which they are not legally entitled.
- b) The Principal shall, during the Procurement Process, treat all Consultant(s) with equity and reason. In particular, before and during the Procurement Process, the Principal shall provide all Consultant(s) with the same information and shall not provide any confidential or additional information that could give a Consultant(s) an advantage.
- c) The Principal shall exclude all known prejudiced persons from the process.

(2) If the Principal obtains information on the conduct of any of its employees that constitutes a criminal offence under the IPC/PC Act, or if there is a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and may initiate disciplinary actions.

Section 2 - Commitments of The Consultant

(1) 'The Consultant' commits to taking all necessary measures to prevent corruption and to observe the following principles during the Procurement Process and contract execution:

- a) The Consultant shall not, directly or through any other person or firm, offer, promise, or give any material or other benefit to any of the Principal's employees involved in the process, or to any third person, in order to obtain any advantage during the tender or contract execution.
- b) The Consultant shall not enter into any undisclosed formal or informal agreement or understanding with other Consultants. This applies particularly to prices, specifications, certifications, subsidiary contracts, or any other actions that restrict competitiveness or introduce cartelisation.
- c) The Consultant shall not commit any offence under the relevant IPC/PC Act. Furthermore, The Consultant shall not improperly use any confidential information or documents provided by the Principal for purposes of competition or personal gain.
- d) The Consultant of foreign origin shall disclose the name and address of any agents or representatives in India. Similarly, The Consultant of Indian Nationality shall furnish the name and address of any foreign principals. All payments to Indian agents must be in Indian Rupees only, as per the "Guidelines on Indian Agents of Foreign Suppliers" which is appended to this agreement.
- e) The Consultant shall, when presenting their Proposal, disclose any and all payments made, committed to, or intended to be made to agents, brokers, or any other intermediaries in connection with the contract award.
- f) A Consultant who has signed this Pact shall not approach the Courts while a matter is being represented to the IEMs and shall wait for their decision.

(2) The Consultant shall not instigate or be an accessory to third persons committing the offences outlined above.

Section 3 - Disqualification and Exclusion

If 'The Consultant' commits a violation of Section 2 before or during contract execution that puts their reliability or credibility in question, the Principal is entitled to:

- Disqualify 'The Consultant' from the Procurement Process.
- Take action as per the "Guidelines on Banning of Business Dealings".

Section 4 - Compensation for Damages

(1) If the Principal disqualifies 'The Consultant' from the Procurement Process prior to the award, the Principal is entitled to demand and recover damages equivalent to the Earnest Money Deposit/Bid Security.

(2) If the Principal terminates the contract based on a violation of Section 3, the Principal shall be entitled to demand and recover from The Consultant liquidated damages of the contract value or an amount equivalent to the Performance Bank Guarantee.

Section 5 - Previous Transgression

(1) The Consultant declares that no previous transgressions have occurred in the last three years with any other company or public sector enterprise in any country that would justify their exclusion from this Procurement Process.

(2) If The Consultant makes an incorrect statement on this subject, they can be disqualified from the Procurement Process or face action as per the "Guidelines on Banning of Business Dealings".

Section 6 - Equal Treatment of All Parties

(1) In the case of Sub-contracting, the Principal Consultant shall be responsible for ensuring the Sub-contractor adopts this Integrity Pact.

(2) The Principal shall enter into agreements with identical conditions as this one with all Consultants and Contractors.

(3) The Principal shall disqualify all Consultants from the Procurement Process who do not sign this Pact or violate its provisions.

Section 7 - Criminal Charges Against Violating Parties

If the Principal obtains knowledge of conduct by a Consultant, Sub-contractor, employee, representative, or associate that constitutes corruption, or if there is a substantive suspicion, the Principal shall inform the Chief Vigilance Officer.

Section 8 - Independent External Monitor

(1) The Principal shall appoint a competent and credible Independent External Monitor (IEM) for this Pact, with approval from the Central Vigilance Commission. The Monitor's task is to independently review whether the parties are complying with their obligations.

(2) The Monitor is not subject to instructions from either party and performs their functions neutrally and independently. They will have access to all Contract documents as required and must treat all information as confidential. The Monitor reports to the Head of the client.

(3) The Consultant accepts that the Monitor has the right to unrestricted access to all Project documentation of the Principal, including documentation provided by The Consultant. The same applies to Sub-contractors.

(4) The Monitor is contractually obligated to maintain confidentiality. In case of any future conflict of interest, the IEM shall inform the Head of the client and recuse themselves.

(5) The Principal shall provide the Monitor with sufficient information about all meetings related to the Project that could impact contractual relations and offer the Monitor the option to participate.

(6) If the Monitor notices a violation of this agreement, they shall inform the Principal's Management and may submit non-binding recommendations for corrective action. The Monitor has no right to demand specific actions from the parties.

(7) The Monitor shall submit a written report to the Head of the client within 8 to 10 weeks of the reference date.

(8) If the Monitor reports a substantiated suspicion of a criminal offence and the Head of the client does not take visible action, the Monitor may transmit this information directly to the Central Vigilance Commissioner.

(9) The term 'Monitor' includes both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for The Consultant 12 months after the last payment under the contract and for all other Consultants 6 months after the contract has been awarded.

Any claim made or lodged during this time shall remain valid despite the lapse of this Pact unless it is discharged or determined by the Head of the client.

Section 10 - Other Provisions

(1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Principal's Registered Office in Mumbai.

(2) Changes, supplements, and termination notices must be made in writing.

(3) If The Consultant is a partnership or consortium, this agreement must be signed by all partners or consortium members.

(4) If any provision of this agreement is found invalid, the remainder of the agreement remains valid. The parties shall then strive to agree to their original intentions.

(5) Issues such as Warranty/Guarantee are outside the purview of the IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Appendix, the clause in the Integrity Pact shall prevail.

For and on behalf of The Principal

(Office Seal)

(Name of the Officer and Designation)

For and on behalf of The Consultant

(Office Seal)

(Name of the Officer and Designation)

Witnesses

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Note

- 1. The authority of the client competent to sign the contract agreement shall sign this Annexure before uploading the tender. The Bidder/Consultant shall download this pre-signed document, affix their signatures along with those of the witnesses, and upload the signed document. Failure to submit the Integrity Pact, duly signed and witnessed, along with the Bid, may result in rejection of the Bid.*
- 2. In the case of a Joint Venture/Consortium, each member shall sign the Integrity Pact and submit it with the Bid/Tender. All authorized signatories of the JV/Consortium members may either sign a single document jointly or sign separate documents. Failure to submit the Integrity Pact, as prescribed, duly signed and witnessed, along with the Bid, may result in rejection of the Bid.*

Declaration on Eligibility, Conflict of Interest, and Ethical Conduct

(On the Letterhead of the Consultant) (In case of Joint Venture/Consortium, separate certificates to be submitted by each member)

Date: _____

To:

Directorate General of Shipping
9th Floor, Beta Building,
i-Think Techno Campus,
Kanjurmarg (East), Mumbai – 400042

Ref: RFP No......

Subject: Declaration regarding Non-Blacklisting, Conflict of Interest, and Ethical Conduct

Dear Sir,

We, the undersigned, hereby declare that:

1. We are not under any declaration of ineligibility, banned, debarred, or blacklisted by any State or Central Government, Public Sector Undertaking, or any other Government institution in India for any reason as on the last date of submission of the Bid.
2. We have not been convicted of any economic offence in India as on the last date of submission of the Bid.
3. There is no existing or potential conflict of interest in relation to this assignment. We have not entered into any arrangement or relationship which could affect our impartiality, independence, or objectivity in performing the consultancy services.
4. We have not engaged, and will not engage, in any corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process or execution of the contract.

We understand that in case any of the above declarations are found to be false or incorrect, the Client/Procuring Entity shall have the right to reject our Bid, terminate the contract, and take any other action as per applicable Government rules.

Thanking you,

Yours faithfully,

Authorized Signatory: _____

Name: _____

Designation: _____

Firm/Company Seal: _____

DECLARATION ON JOINT VENTURE / CONSORTIUM

(To be submitted on the Letterhead of the Lead Member)

Date:

RFP Reference No.:

To

The Directorate General of Shipping
9th Floor, Beta Building
i-Think Techno Campus
Kanjurmarg (East),
Mumbai – 400042

Subject: Declaration regarding Joint Venture/Consortium for the proposal for *[Name of Assignment]*

Dear Sir/Madam,

We, the undersigned, being the members of the Joint Venture/Consortium, are pleased to submit our proposal for the above-mentioned project in response to your RFP No.....dated.....

We hereby declare and confirm as follows:

1. Constitution of the Joint Venture/Consortium

We have formed a Joint Venture/Consortium solely for the purpose of submitting this proposal and, if awarded, executing the contract for the project. The members are:

- **Lead Member:** [Name of Lead Company], incorporated under the laws of [Country], having its registered office at [Address].
- **Member 2 :** [Name of Member Company], incorporated under the laws of [Country], having its registered office at [Address].
- **Member 3 (if applicable):** [Name of Member Company], incorporated under the laws of [Country], having its registered office at [Address].

2. Lead Member Authorization

We hereby designate [Name of Lead Company] as the Lead Member of our Joint Venture/Consortium and authorize it to act for and on our behalf in all matters related to this bid, including but not limited to:

- a) Signing all documents,
- b) Receiving correspondence,
- c) Making commitments and undertakings,
- d) Undertaking obligations and liabilities for execution of the contract.

3. Roles and Responsibilities

The roles and responsibilities of each member are as under:

Sr. No.	Member Name	Role	Responsibilities
		Lead Member	
		Member	
		Member	

4. Joint and Several Liability

We, the members of the Joint Venture/Consortium, acknowledge and undertake that we shall be jointly and severally liable to the Directorate General of Shipping for the successful performance of the entire contract in accordance with its terms and conditions.

This liability shall not be limited by any internal arrangement among the members. Further, the Joint Venture/Consortium shall not be dissolved or its composition altered without the prior written consent of the Authority until the successful completion of the project and contract.

5. Acceptance of Terms

We confirm that we have read and fully understood the bidding documents and their provisions related to Joint Ventures/Consortiums. We understand that any misrepresentation or breach of this declaration may lead to rejection of our bid, termination of the contract, and forfeiture of our guarantees.

Declaration

We hereby submit this declaration to affirm our full commitment and capability to successfully execute the project.

For and on behalf of the Members of the Joint Venture/Consortium

Authorized Signatory of Lead Member

Name:

Designation:

Date:

Seal & Business Address:

Authorized Signatory of Consortium Member(s)

Name:

Designation:

Date:

Seal & Business Address:

Financial Capability

*(On the letterhead of the Chartered Accountant)***Date:** _____**To:**

Directorate General of Shipping
 9th Floor, Beta Building,
 i-Think Techno Campus,
 Kanjurmarg (East), Mumbai – 400042

Subject: Certification of Financial Capability

We have examined the books of accounts and other relevant records of *(Name of consultant and address)* On the basis of such examination and according to the information and explanations provided to us, and to the best of our knowledge and belief, we hereby certify that the annual turnover, profit before tax, profit after tax, and net worth for the following financial years are as per details given below:

Financial Year	Annual Turnover (Rs.) in lakhs	Profit Before Tax (Rs.) in lakhs	Profit After Tax (Rs.) in lakhs	Net Worth (Rs.) in lakhs
2021-22				
2022-23				
2023-24				

Declaration:

This certification is based on our examination of the financial statements and other relevant records provided by the Consultant / Consortium Partner. It is intended solely for the purpose of submission in response to the RFP issued by the Directorate General of Shipping.

Chartered Accountant Details:

Signature: _____

Name: _____

Designation: _____

Membership Number: _____

Date: _____

Company Seal: _____

Business Address: _____

UDIN :

Section 7: General Conditions of Contract (GCC)

General Provisions	
1.1 Definitions	Unless the context otherwise requires, the following terms whenever used in this Contract shall have the meanings assigned to them below: a. “Completion Date” means the date of completion of the Services by the Consultant as certified by the client. b. “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract, as named in SCC. c. “Contract Price” means the financial proposal of the successful Consultant duly accepted by the client. d. “client” means the agency, as named in SCC, that signs the Contract for the Services with the Selected Consultant. e. “Consultant” means a legally established professional consulting firm or entity selected by the client to provide the Services under the signed Contract as specified in SCC. f. “Day” means a working day unless indicated otherwise. g. “Experts” means, collectively, Key Experts, Non-Key Experts, or any other Experts of the Consultant, Sub-Consultant, or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract. h. “GCC” means these General Conditions of Contract. i. “Party” means the client or the Consultant, as the case may be, and “Parties” means both of them. j. “Consultant’s Proposal” means the completed Request for Proposals submitted by the Consultant to the client. k. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented. l. “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A – Terms of Reference. m. “Third Party” means any person or entity other than the Government, the client, the Consultant, or a Sub-

	Consultant.
1.2 Applicable Law	The Contract shall be interpreted in accordance with the laws of the Union of India.
1.3 Language	This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.4 Notices	Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC . The term “in writing” means communicated in written form with proof of receipt. A notice shall be effective from the date of delivery or on the notice’s effective date, whichever is later. In case of electronic mode of communication, a notice shall be effective from the time of sending of the electronic communication.
1.5 Location	The Services shall be performed at such locations as are specified in Appendix A hereto
1.6 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the client or the Consultant may be taken or executed by the officials specified in the SCC .
1.7 Authority of Member in Charge	In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant’s rights and obligations towards the client under this Contract, including without limitation the receiving of instructions and payments from the client.
1.8 Taxes and Duties	The Consultant and their Experts shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.
1.9 Code of Integrity	a) The client, the Consultant and their representatives shall strictly adhere to the code of integrity as stipulated under GFR 175. b) The client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract
Commencement, Completion, Modification, and Termination of Contract	
2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC .
2.2 Commencement of Services	
2.2.1 Program	Before commencement of the Services, the Consultant shall submit to the client for approval a Program showing the general methods, arrangements, order and timing for all

2.2.2 Starting Date	activities. The Services shall be carried out in accordance with the approved Program as updated. The Consultant shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.
2.3 Intended Completion Date	Unless terminated earlier pursuant to Sub-Clause 2.6, the Consultant shall complete the activities by the Intended Completion Date, as is specified in the SCC. If Consultant does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
2.4 Modification	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
2.4.1 Change Request	Any requirement for Change Requests (CRs) shall be formally communicated in writing by the Competent Authority of the Directorate General of Shipping (client) to the selected Consultant / Lead Consultant, in case of a consortium. Upon receipt of a formal CR from client, the Consultant / Lead Consultant shall, within a reasonable time as specified by client, submit the following to client for review and approval: • Technical feasibility of implementing the Change Request. • Effort estimation required for the proposed changes. • Financial implication/cost associated with the same; • Proposed schedule and timeline for delivery and implementation. The response submitted by the Consultant / Lead Consultant shall be evaluated by client. Based on such evaluation, client may issue formal approval for incorporation of the CR in the project scope. Only upon receipt of such formal written approval from client, the Consultant / Lead Consultant shall proceed with the implementation of the approved Change Request and raise the corresponding invoice as per agreed terms. The cumulative value of such Change Requests shall not exceed twenty percent (20%) of the Contract Value, which shall be computed based on the bid value submitted by the Consultant and accepted by client or its nominated agency(ies), or as otherwise decided and approved by

	client or its nominated agency(ies).
2.5 Force Majeure	
2.5.1 Definition	For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
2.5.2 No Breach of Contract	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
2.5.3 Extension of Time	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
2.6 Termination	
2.6.1 By the client	The client may terminate this Contract, by not less than thirty (30) days’ written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1: if the Consultant does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the client may have subsequently approved in writing; if the Consultant become insolvent or bankrupt; if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or if the Consultant, in the judgment of the client has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract.
2.6.2 By the Consultant	The Consultant may terminate this Contract, by not less than thirty (30) days’ written notice to the client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2: if the client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue; or (b) if, as the result of Force Majeure, the Consultant is

	unable to perform a material portion of the Services for a period of not less than sixty (60) days.
Obligations of the Consultant	
3.1 General	The Consultant shall perform the Services in accordance with the Specifications and the Terms of Reference, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the client, and shall at all times support and safeguard the client's legitimate interests in any dealings with Sub-Consultants or third parties.
3.2 Conflict of Interests	3.2.1 The Consultant shall hold the client's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. 3.2.2 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Services for the preparation or implementation of the project, unless otherwise indicated in the SCC. 3.2.3 The payment of the Consultant pursuant to GCC shall constitute the Consultant's only payment in connection with this Contract and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment. 3.2.4 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the client on the procurement of goods, works or services, the Consultant shall comply with the applicable rules and guidelines of the Government of India, and shall at all times exercise such responsibility in the best interest of the client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the client. 3.2.5 The Consultant shall not engage, and shall cause its Experts as well as its Sub-Consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract. 3.2.6 The Consultant has an obligation and shall ensure

	that its Experts and Sub-Consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
3.3 Confidentiality	Except with the prior written consent of the client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services. In the event that the Firm or its representatives are requested pursuant to, or required by, applicable law or regulation or by legal or administrative process to disclose any Confidential Information, or where the Firm wishes to disclose to its professional indemnity insurers or to its advisers, the Firm agrees that it will, as far as is legally and practically possible, provide the client with prompt notice of such request or requirement in order to enable the client to seek an appropriate protective order or other remedy. In the event that such protective order or other remedy is not obtained, the Firm or its representatives, as the case may be, shall disclose only the portion of the Confidential Information which is legally or professionally required to be disclosed.
3.4 Insurance to be Taken Out by the Consultant	The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at its (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the client, insurance against the risks, and for the coverage, as shall be specified in the SCC ; and (b) at the client's request, shall provide evidence to the client showing that such insurance has been taken out and maintained and that the current premiums have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services.
3.5 Consultant's Actions Requiring client's Prior Approval	The Consultant shall obtain the client's prior approval in writing before taking any of the following actions: entering into a subcontract for the performance of any part of the Services, changing the Program of activities; and any other action that may be specified in the SCC .
3.6 Reporting Obligations	The Consultant shall submit to the client the reports and documents specified in Appendix A , in the form, in the numbers and within the time periods set forth in the said Appendix.
3.7 Documents Prepared by the Consultant to Be the Property of the client	3.7.1 All plans, drawings, specifications, designs, reports, databases, software (including object code, source code, scripts, libraries, APIs, and related technical documentation), and other deliverables prepared and submitted by the Consultant in accordance with Sub-

	Clause 3.6 shall become and remain the property of the client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such deliverables to the client, together with a detailed inventory thereof. The Consultant may retain a copy for record and reference purposes only. Any restrictions about the future use of these deliverables, if any, shall be specified in the SCC. 3.7.2 If license agreements are necessary or appropriate between the Consultant and third parties for the purposes of development or integration of the plans, drawings, specifications, designs, databases, software, or source code, the Consultant shall obtain the client's prior written approval to such agreements. The client shall be entitled, at its discretion, to require the Consultant to assign, novate, or otherwise transfer such licenses to the client, and/or to recover the expenses related to the development of the program(s) concerned. 3.7.3 The Consultant shall not withhold or restrict the client's rights of access to the source code, documentation, or any other material necessary for the use, operation, maintenance, or further development of the software. 3.7.4 All intellectual property rights, including copyright, and all deliverables developed specifically under this Contract shall be jointly owned by the client and the Consultant. 3.7.5 client shall have an irrevocable, perpetual, and royalty-free right to use, reproduce, modify, adapt, and customise the software and related deliverables for its own use, and for use by its subordinate and attached offices, affiliated entities, and such other Government organisations as may be authorised by client. 3.7.6 The Consultant shall not, without the prior written approval of client, transfer, commercialise, or license or any part of the deliverables developed under this Contract to third parties. 3.7.7 Any pre-existing proprietary software, tools, or other components of the Consultant used in the development or delivery of the assignment shall remain the exclusive property of the Consultant. However, the Consultant shall grant the Client a perpetual, irrevocable, and royalty-free licence to use such components solely as part of the deliverables created under this contract.
Consultant's Experts	
4.1 Description of Key Experts	The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Experts are described in Appendix B. The Key Experts listed by title as well as by name in Appendix B are hereby approved by the client.

4.2 Removal and/or Replacement of Experts	4.2.1 Except as the client may otherwise agree, no changes shall be made in the Key Experts. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Experts, the Consultant shall provide as a replacement a person of equivalent or better qualifications. 4.2.2 If the client finds that any of the Experts have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Experts, then the Consultant shall, at the client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the client. 4.2.3 In the event that any of Key Experts, Non-Key Experts or Sub-Consultants is found by the client to be incompetent or incapable in discharging assigned duties, the client, specifying the grounds therefore, may request the Consultant to provide a replacement. 4.2.4 The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Experts. 4.2.5 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
Obligations of the client	
5.1 Assistance and Exemptions	The client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The client shall use its best efforts to provide the Consultant such assistance and exemptions as specified in the SCC.
5.2 Services, Facilities and Property of the client	The client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.
5.3 Counterpart Personnel	5.3.1 The client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the client with the Consultant's advice, if specified in Appendix A. 5.3.2 Professional and support counterpart personnel, excluding client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is

	consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the client shall not unreasonably refuse to act upon such request.
5.4 Payment Obligation	In consideration of the Services performed by the Consultant under this Contract, the client shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCC 6 below.
5.5 Change in the Applicable Law	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clause 6.1.
Payments	
6.1 Contract Price	6.1.1 The Consultant's Contract Price shall be a fixed lump-sum net of all costs incurred by the Consultant in carrying out the Services described in Appendix A. The Contract Price is set forth in the SCC. The Contract price breakdown is provided in Appendix C. 6.1.2 Any change to the Contract price specified in Clause 6.1.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 2.4 and have amended in writing the Terms of Reference in Appendix A.
6.2 Taxes and Duties	6.2.1 The Consultant, Sub-Consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract. 6.2.2 As an exception to the above and as stated in the SCC, the GST is reimbursed to the Consultant.
6.3 Mode of Billing and Payment	6.3.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 6.1.1. 6.3.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC. 6.3.3 The client shall pay the Consultant within forty-five (45) days after the receipt by the client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the client does not approve the submitted deliverable(s) as satisfactory in which case the client shall provide comments to the Consultant within the same forty-five (45) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 6.3.4 The final payment under this Clause shall be made only after the final report have been submitted by the

	Consultant and approved as satisfactory by the client. The Services shall then be deemed completed and finally accepted by the client. The last lump-sum installment shall be deemed approved for payment by the client within sixty (60) calendar days after receipt of the final report by the client unless the client, within such sixty (60) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 6.3.5 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
6.4 Interest on Delayed Payments	If the client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 6.3.3, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.
Settlement of Disputes	
7.1 Amicable Settlement	The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation
7.2 Dispute Settlement	Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication / arbitration in accordance with the provisions specified in the SCC.
Good Faith	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
Limitation of Liability	The total aggregate liability of the Consultant, whether in contract, tort (including negligence) or otherwise, under or in connection with this agreement, shall in no circumstances exceed a sum equal to 110% of the contract value. However, the Consultant shall not be liable for any damages arising due to any changes in the source code made by anyone other than the Consultant's team, or by anyone after the closure / termination of the contract.
Indemnity	The Consultant shall at all times indemnify and keep indemnified the client against all claims/damages for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract. The Consultant shall indemnify the client in full for any failure in performance on account of its default or non-fulfilment of its obligations and the same is performed by the client or any other agency engaged by the client. In such case all the costs and expenses incurred by the client are recoverable from the Consultant. The client shall also indemnify the Consultant for losses/damages suffered due to any fraud, misrepresentation or omission of facts by the client or any of its personnel.

Section 8 – Special Conditions of Contract (SCC)

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b)	The contract name is
1.1(d)	The client is <i>Directorate General of Shipping, 9th Floor Beta Building, I-Think Techno Campus, Kanjurmarg (East), Mumbai - 400 042 (India)</i>
1.1(e)	The Consultant is
1.4	The addresses are: client: Directorate General of Shipping (client), Attention: E-mail: Consultant: Attention: Facsimile: E-mail:
1.6	The Authorized Representatives are: For the client: For the Consultant: <i>[name, title]</i>
1.7	The authorized member in charge is
2.1	No change to the GCC clause
2.2.2	The Starting Date for the commencement of Services is seven (7) days after contract signing.
2.3	The Intended Completion Date is
3.2.2	The client reserves the right to determine on a case-by-case basis whether the service should be disqualified from providing goods, works or non-consulting services due to a conflict of nature described in Clause GCC 3.2.2
3.4	The risks and coverage by insurance shall be: client's liability and workers' compensation – as stipulated in the employees' compensation act. Professional liability – at least 110% of the Contract Price.
3.5 c.	The Consultant shall follow the protocol stipulated in the Terms of Reference and SCC regarding entry into the client's facilities, data centres, and laboratories, including protocols for handling, transporting, and securing equipment, software media, and sensitive data."
3.7	There are no specific restrictions.
5.1	The client shall provide the necessary assistance in providing gate-passes for smooth entry of the Consultant's vehicles and employees.

6.1	The Contract Price is: _____			
6.2.2	The amount of GST reimbursable to the Consultant is: _____			
6.3.2	The payment schedule: All payments shall be made in Rs. As per schedule mentioned below:			
	Deliverables	Description (Including Documentation)	Expected Timeline in months	Payment Milestone in % of the Contract Value
	1	Global Benchmarking Report	1 Month	10% of total contract value
	2	Vessel Classification and Training Matrix	1 Month	10% of total contract value
	3	Gap Analysis Report	1 Month	10% of total contract value
	4	Training Needs and Institutional Benchmarking Study	1 Month	10% of total contract value
	5	Draft Guidelines for Offshore Safety and Competency Standards	2 Months	15% of total contract value
	6	Roadmap for Institutional Strengthening and Centre of Excellence	1 Month	10% of total contract value
	7	Innovation and Sustainability Framework	1 Month	10% of total contract value
	8	Implementation Strategy Document	2 Months	15% of total contract value
	9	Final Consolidated Report	2 Months	10% of total contract value
	<i>Total sum of all instalments shall not exceed the Contract price set up in SCC 6.1</i> 1. Terms of Payment a) In consideration of the obligations undertaken and services provided by the Consultant under this Agreement, client shall make payments strictly in accordance with the Payment Schedule as set out in this Contract. b) No additional payments shall be made for any scope of work, deliverables, or services beyond those specifically listed in the Payment Schedule. For clarity, the agreed payment shall be deemed to cover all costs associated with the execution of the contract, including but not limited to: consultancy charges, administrative costs, travel, infrastructure, project management, and all applicable taxes and duties, unless explicitly stated otherwise in the contract. 2. Invoicing and Payment Procedure a) The Consultant shall submit invoices for payment only upon successful completion of the corresponding milestones or deliverables, as per the Payment Schedule, and after obtaining written acceptance from client or			

	its designated authority. b) All invoices shall be submitted in the format prescribed by client and must be complete, accurate, and accompanied by the necessary supporting documents. c) Subject to satisfactory performance and compliance with all contractual obligations, client shall make payment within forty-five (45) working days from the date of receipt of the correct invoice and supporting documents. d) In the event of any bona fide dispute regarding an invoice or a part thereof, client may withhold the disputed amount. Such withholding shall be communicated to the Consultant within ten (10) working days of receipt of the invoice, specifying the reasons for the same. Undisputed portions of the invoice, if any, shall be processed for payment as per the normal timeline. e) The Consultant shall be solely responsible for making timely payments to its employees, sub-consultants, vendors, OEMs, and any other third parties engaged by it in connection with this Agreement. 3. Taxes and Duties a) client shall deduct applicable taxes at source (TDS) as per prevailing tax laws from the payments due to the Consultant. b) The Consultant shall bear all other applicable taxes, levies, duties, and charges in connection with the performance of this Agreement, including but not limited to GST, income tax, professional tax, etc., unless otherwise provided in the contract. c) client shall issue appropriate tax deduction certificates or proof of deposit of withheld taxes to the Consultant within a reasonable timeframe. d) In case of any change in applicable tax laws after the date of submission of the proposal (such as introduction of a new tax or change in tax rates) that directly affects the cost of services under this Agreement, the contract price shall be adjusted accordingly, subject to mutual agreement and on submission of proof of payment by the Consultant. Such adjustments shall not apply in cases where the tax was foreseeable or already included in the Consultant's quoted price. e) The Consultant shall indemnify and hold harmless client and its nominated agencies against any liability arising due to non-compliance with applicable tax laws by the Consultant, including penalties, interest, or other costs.
6.3.5	Consultant's account details for payments under the Contract are: Account Name: Bank Name: Branch Name: IFSC Code:
6.4	The interest rate will be the RBI Repo Rate
7.2	Disputes shall be resolved by way of arbitration as stipulated under the Arbitration and Conciliation Act, 1996 as amended till date.

Section 9: Annexures / Appendices

Instructions for Online Proposal Submission

Consultants are required to submit soft copies of their Proposals electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Consultants in registering on the CPP Portal, prepare their Proposals in accordance with the requirements and submitting their Proposals online on the CPP Portal.

REGISTRATION

- a) Consultants are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online Consultant Enrollment” on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the Consultants will be required to choose a unique username and assign a password for their accounts.
- c) Consultants are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPPP.
- d) Upon enrolment, the Consultants will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.
- e) Only one valid DSC should be registered by a Consultant. Please note that the Consultants are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f) Consultant then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- a) There are various search options built in the CPP Portal, to facilitate Consultants to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the Consultants may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b) Once the Consultants have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the Consultants through SMS / e-mail in case there is any corrigendum issued to the tender document.
- c) The Consultant should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF PROPOSALS

- a) Consultant should take into account any corrigendum published on the tender document before submitting their Proposals.
- b) Please go through the tender advertisement and the tender document carefully to

understand the documents required to be submitted as part of the Proposal. Please note the number of covers in which the Proposal documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the Proposal.

- c) Consultant, in advance, should get ready the Proposal documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Proposal documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every Proposal, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the Consultants. Consultants can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a Proposal and need not be uploaded again and again. This will lead to a reduction in the time required for Proposal submission process.

Note: My Documents space is only a repository given to the Consultants to ease the uploading process. If Consultant has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Proposal.

SUBMISSION OF PROPOSALS

- a) Consultant should log into the site well in advance for Proposal submission so that they can upload the Proposal in time i.e. on or before the Proposal submission time. Consultant will be responsible for any delay due to other issues.
- b) The Consultant has to digitally sign and upload the required Proposal documents one by one as indicated in the tender document.
- c) Consultant has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- d) Consultant should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of Proposal submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during Proposal submission time, otherwise the uploaded Proposal will be rejected.
- e) Consultants are requested to note that they should necessarily submit their financial Proposals in the format provided and no other format is acceptable. If the price Proposal has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the Consultants. Consultants are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the Consultant). No other cells should be changed. Once the details have been completed, the Consultant should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the Consultant, the Proposal will be rejected.
- f) The server time (which is displayed on the Consultants’ dashboard) will be

considered as the standard time for referencing the deadlines for submission of the Proposals by the Consultants, opening of Proposals etc. The Consultants should follow this time during Proposal submission.

- g) All the documents being submitted by the Consultants would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of Proposal opening. The confidentiality of the Proposals is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any Proposal document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/Proposal opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized Proposal openers.
- h) The uploaded tender documents become readable only after the tender opening by the authorized Proposal openers.
- i) Upon the successful and timely submission of Proposals (i.e. after Clicking "Freeze Proposal Submission" in the portal), the portal will give a successful Proposal submission message & a Proposal summary will be displayed with the Proposal no. and the date & time of submission of the Proposal with all other relevant details.
- j) The Proposal summary has to be printed and kept as an acknowledgement of the submission of the Proposal. This acknowledgement may be used as an entry pass for any Proposal opening meetings.

ASSISTANCE TO CONSULTANTS

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online Proposal submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

Consultants may avail the free training on the use of e-procurement system as per the schedule published at the following link: <https://eprocure.gov.in/cppp/trainingdisp>. In case of any further queries, please contact +91-82865-87409 during office hours i.e. between 10 AM till 6 PM on weekdays.

Contract Agreement Form

This CONTRACT AGREEMENT (hereinafter called the “Contract”) is made and entered into on this the [Insert Day] day of [Insert Month], 20**[Insert Year]**, at [Insert City], India.

BETWEEN

Directorate General of Shipping (client), Ministry of Ports, Shipping and Waterways, Government of India, having its office at 9th Floor, Beta Building, I-Think Techno Campus, Kanjurmarg (East), Mumbai - 400 042 (hereinafter referred to as the “client” or “client”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the First Part.

AND

[Name of Consultant], a company incorporated under the Companies Act, 1956/2013, having its registered office at [Address of Consultant] (hereinafter referred to as the “Consultant”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the Second Part.

(client and the Consultant are hereinafter referred to individually as “Party” and collectively as the “Parties”).

WHEREAS:

- (a) The client has issued a Request for Proposals (RFP) for the provision of certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) The Consultant, having represented to the client that it has the required professional skills, expertise and technical resources, has submitted a Consultant’s Proposal and has been selected to provide the Services on the terms and conditions set forth in this Contract;
- (c) The Consultant has agreed to provide the Services under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements contained herein, the Parties hereto agree as follows:

1. Integral Documents

The following documents attached hereto shall be deemed to form and be read as an integral part of this Contract:

- (a) The General Conditions of Contract (GCC);
- (b) The Special Conditions of Contract (SCC);
- (c) The Appendices:

- * Appendix A: Terms of Reference (Scope of Work, Deliverables, and Timelines)
- * Appendix B: Key Experts
- * Appendix C: Breakdown of Contract Price
- * Appendix D: Other documents, as required (e.g., Performance Bank Guarantee)

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; and Appendix C. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. Mutual Rights and Obligations

The mutual rights and obligations of the client and the Consultant shall be as set forth in the Contract. In particular:

- (a) The Consultant shall perform the Services in accordance with the provisions of the Contract; and
- (b) The client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names and delivered as of the day and year first above written.
For and on behalf of the client

Directorate General of Shipping, Mumbai

(Signature)

(Name):

(Designation):

For and on behalf of the Consultant

[Name of Consultant]

(Signature)

(Name):

(Designation):

In the Presence of Witnesses:

- 1.
- 2.

Annexure – III

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement (“Agreement”) is made on this ____ day of _____ 20__, at _____, India

BETWEEN

[**Client Name**], a Government Department / PSU / Organization having its office at _____ (hereinafter referred to as the “**Client**”, which expression shall include its successors and assigns) of the First Part,

AND

M/s _____, a company/firm incorporated under the laws of India having its registered office at _____ (hereinafter referred to as the “**Consultant**”, which expression shall include its successors and permitted assigns) of the Second Part.

(Client and Consultant are hereinafter collectively referred to as “Parties” and individually as a “Party”).

1. Purpose

The Client intends to engage the Consultant for providing consultancy services under Tender No. _____ / Contract Agreement dated _____ (“Project”). In the course of performing the services, the Consultant may have access to certain confidential and proprietary information of the Client.

2. Definition of Confidential Information

“Confidential Information” shall mean any information disclosed by the Client to the Consultant in oral, written, electronic, or any other form, including but not limited to:

- Government records, data, reports, studies, manuals, designs, drawings, specifications, software, source code, and databases;
- Project-related documents, plans, policies, technical or financial details;
- Personal data, strategic or security-related information;
- Any information designated as “Confidential” by the Client;
- Any analysis, compilation, or document prepared by the Consultant that contains or is derived from such information.

Confidential Information shall not include information that is:

- a) in the public domain other than by breach of this Agreement;
- b) already known to the Consultant prior to disclosure;
- c) lawfully obtained from a third party not under confidentiality obligation; or
- d) required to be disclosed under applicable law or order of a competent court.

3. Obligations of the Consultant

The Consultant agrees to:

- a) Use the Confidential Information solely for the purpose of the Project.
- b) Not disclose Confidential Information to any third party without prior written consent of the Client.
- c) Restrict access to Confidential Information to only those employees, partners, or subcontractors who need to know for the Project, ensuring they are bound by confidentiality obligations.
- d) Exercise the same degree of care as it uses to protect its own confidential information, but not less than reasonable care.
- e) Return or destroy all Confidential Information upon completion or termination of the Project, if directed by the Client.

4. Ownership of Information

All Confidential Information disclosed remains the property of the Client. Nothing in this Agreement grants the Consultant any rights, title, or interest in such information, except the right to use it for fulfilling obligations under the Project.

5. Duration

This Agreement shall remain in force during the term of the Consultancy Agreement and shall survive for a period of **Five (5) years** after expiry or termination of the Consultancy Agreement.

6. Remedies

Any unauthorized disclosure or misuse of Confidential Information may result in the Client taking appropriate legal or contractual remedies, including termination of the Consultancy Agreement, forfeiture of performance security, and initiation of legal proceedings as per applicable laws of India.

7. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India. Any dispute arising shall be subject to the jurisdiction of courts at Mumbai.

8. Miscellaneous

- a) This Agreement is in addition to and not in derogation of the confidentiality obligations specified in the main Consultancy Agreement.

b) No amendment to this Agreement shall be valid unless made in writing and signed by both Parties.

For and on behalf of the Client

(Name, Designation, Seal & Signature)

Date: _____

Place: _____

For and on behalf of the Consultant

(Name, Designation, Seal & Signature)

Date: _____

Place: _____

Witnesses:

1. _____ (Name & Address)
2. _____ (Name & Address)

Annexure -IV

Service Level Agreement (SLA) *(Delete if not applicable)*

This Service Level Agreement (SLA) is entered into on this ____ day of _____ 20__, at _____, India.

Between

[Client Name], having its office at _____, India, hereinafter referred to as the “Client”,
AND

M/s _____ having its registered office at _____, hereinafter referred to as the “Consultant”.

(Client and Consultant are hereinafter collectively referred to as “Parties” and individually as a “Party”).

1. Purpose

The purpose of this SLA is to define measurable performance standards and obligations of the Consultant in delivering consultancy services under Contract No. _____ dated _____ (“Agreement”).

2. Scope of Services

The Consultant shall provide services as per the **Terms of Reference (TOR)** of the RFP or its corrigenda.

3. Service Levels / Performance Standards

Parameter	Performance Measure	Target	Penalty for Non-Compliance
Timeliness	Submission of deliverables	As per TOR	1% of contract value per week of delay (max 10%)
Quality of Deliverables	As per TOR / Client acceptance criteria	100% compliance	Resubmission at no extra cost; repeated failure may attract LD
Availability of Key Experts	% of man-days committed	At least 90%	Deduction at pro-rata man-day rate for shortfall
Responsiveness	Response to Client queries/requests	Within 5 working days	Rs. 10,000 per instance of delay

4. Review and Monitoring

- a) The Client shall monitor Consultant’s performance against this SLA through periodic review meetings.
- b) The Consultant shall submit monthly / quarterly progress reports with evidence of achievement of service levels.

c) Independent verification (by Client or third party) may be undertaken for quality assurance.

5. Penalties & Remedies

- In case of non-compliance, penalties as specified in Clause 3 shall apply.
- Total penalty shall not exceed **10% of the contract value**.
- Persistent failure to meet service levels (3 consecutive defaults) shall be treated as **material breach** and may result in termination as per the Agreement.

6. Exclusions

Service levels shall not apply where failure is due to:

- Force Majeure events;
- Delay or default by the Client;
- Any change in scope or instructions by the Client.

7. Reporting & Escalation Matrix

- First Level: Nodal Officer, Client – _____
- Second Level: Head of Procuring Organisation – _____
- Consultant shall appoint a dedicated Project Manager for SLA compliance and communication.

8. Duration of SLA

This SLA shall remain valid during the term of the Agreement and shall expire upon satisfactory completion of services, subject to obligations that survive termination (e.g., penalties, confidentiality).

9. Governing Law

This SLA shall be governed by the laws of India. Any dispute shall be subject to the jurisdiction of courts at **[Location, e.g., New Delhi]**.

Signatures

For and on behalf of the Client

Name: _____

Designation: _____

Signature & Seal: _____

For and on behalf of the Consultant

Name: _____

Designation: _____

Signature & Seal: _____

Witnesses:

1. _____ (Name & Address)
2. _____ (Name & Address)

Annexure-V

Format for Submission of Pre-Proposal Queries

[On the Letterhead of the Consultant]

Date: / /20__

To,
 The [Designation of client Official]
 [Name of client / Authority]
 [Address]

Subject: Submission of Pre-Proposal Queries – RFP for *[Title of Assignment]*

Sir/Madam,

We, the undersigned, refer to the Request for Proposal (RFP) dated [insert date], issued by [client name] for “*[Title of Assignment]*”.

In accordance with the provisions of the RFP, we hereby submit our queries/clarifications for your kind consideration. The queries have been consolidated in the prescribed format below.

We request you to kindly provide clarification/confirmation on the same. This will enable us to submit a comprehensive and well-aligned proposal in line with the requirements of the RFP.

We thank you for the opportunity to participate in this process and look forward to your response.

Yours faithfully,

(Authorized Signatory)
 [Name & Designation]
 [Consultant Firm Name]
 [Contact Details]

S. No.	RFP Section / Clause No.	Page No.	Existing Provision in the RFP	Query / Clarification Sought	Suggested Modification (if any)

Performance Security (Bank Guarantee)

[On a Stamp Paper of appropriate value]

Bank Guarantee No.: _____

Date: _____

Amount: Rs. _____ **(in figures and words)**

To,

[Client Name & Address]

In consideration of **[Client Name]** (hereinafter referred to as the "Client"), having awarded to **M/s.** _____ (hereinafter referred to as the "Consultant") a Contract for **Consultancy Services for** _____, vide Contract No. _____ dated _____ (hereinafter referred to as the "Contract"), the Consultant is required to furnish a Performance Security for the due performance of the Contract.

We, **[Name of Bank]**, having our registered office at _____, and one of our branches at _____, do hereby irrevocably and unconditionally guarantee and undertake to pay the Client, on first written demand, without any demur, reservation, contest, recourse or protest, and without reference to the Consultant, an amount not exceeding **Rs.** _____ **(Rupees _____ only)**.

We agree that the decision of the Client as to whether the Consultant has committed a breach of any terms and conditions of the Contract shall be final and binding on us.

This guarantee shall be valid until _____ **[i.e., up to 60 days beyond the completion of contractual obligations of the Consultant]**.

Notwithstanding anything contained herein:

1. Our liability under this guarantee shall not exceed **Rs.** _____.
2. This guarantee shall remain valid up to _____.
3. We shall be liable to pay the guaranteed amount only if we receive a written claim from the Client on or before the date mentioned above.

IN WITNESS WHEREOF, this guarantee has been executed on this ____ day of _____ 20__.

For [Bank Name]

Authorized Signatory: _____

Name: _____

Designation: _____

Seal/Stamp: _____

Place:

Date: _____

