
 <b>Government eProcurement System</b>		eProcurement System Government of India				
Tender Details						
					Date : 11-Apr-2025 01:23 PM	
 Print						
<b>Basic Details</b>						
<b>Organisation Chain</b>	Directorate General of Shipping					
<b>Tender Reference Number</b>	18-23011/36/2024-ADMIN					
<b>Tender ID</b>	2025_DGS_856400_1	<b>Withdrawal Allowed</b>	Yes			
<b>Tender Type</b>	Open Tender	<b>Form of contract</b>	Item Rate			
<b>Tender Category</b>	Services	<b>No. of Covers</b>	2			
<b>General Technical Evaluation Allowed</b>	No	<b>ItemWise Technical Evaluation Allowed</b>	No			
<b>Payment Mode</b>	Offline	<b>Is Multi Currency Allowed For BOQ</b>	No			
<b>Is Multi Currency Allowed For Fee</b>	No	<b>Allow Two Stage Bidding</b>	No			
<b>Payment Instruments</b>		<b>Cover Details, No. Of Covers - 2</b>				
Offline	<b>S.No</b>	<b>Instrument Type</b>	<b>Cover No</b>	<b>Cover</b>	<b>Document Type</b>	<b>Description</b>
	1	Demand Draft	1	Fee/PreQual/Technical	.pdf	Technical Qualification documents
					.pdf	Signed RFP
			2	Finance	.xls	BOQ
<b>Tender Fee Details, [Total Fee in ₹ * - 0.00]</b>			<b>EMD Fee Details</b>			
<b>Tender Fee in ₹</b>	0.00		<b>EMD Amount in ₹</b>	2,00,000	<b>EMD Exemption Allowed</b>	Yes
<b>Fee Payable To</b>	Nil	<b>Fee Payable At</b>	Nil	<b>EMD Fee Type</b>	fixed	<b>EMD Percentage</b>
<b>Tender Fee Exemption Allowed</b>	No			<b>EMD Payable To</b>	Directorate General of Shipping	<b>EMD Payable At</b>
						Mumbai
<a href="#">Click to view modification history</a>						
<b>Work /Item(s)</b>						
<b>Title</b>	Hiring of Event Management firm for Directorate General of Shipping					
<b>Work Description</b>	Hiring of Event Management firm for Directorate General of Shipping					
<b>Pre Qualification Details</b>	Please refer Tender documents.					
<b>Independent External Monitor/Remarks</b>	NA					
<b>Show Tender Value in Public Domain</b>	No					
<b>Tender Value in ₹</b>	0.00	<b>Product Category</b>	Miscellaneous Services	<b>Sub category</b>	NA	
<b>Contract Type</b>	Rate Contract	<b>Bid Validity(Days)</b>	180	<b>Period Of Work (Days)</b>	NA	

<b>Location</b>	Directorate General of Shipping, Mumbai	<b>Pincode</b>	400042	<b>Pre Bid Meeting Place</b>	Online
<b>Pre Bid Meeting Address</b>	Online, meeting link is available at the RFP document	<b>Pre Bid Meeting Date</b>	22-Apr-2025 02:00 PM	<b>Bid Opening Place</b>	Online
<b>Should Allow NDA Tender</b>	No	<b>Allow Preferential Bidder</b>	No		

**Critical Dates**

<b>Publish Date</b>	11-Apr-2025 03:00 PM	<b>Bid Opening Date</b>	16-May-2025 03:00 PM
<b>Document Download / Sale Start Date</b>	11-Apr-2025 03:00 PM	<b>Document Download / Sale End Date</b>	15-May-2025 03:00 PM
<b>Clarification Start Date</b>	12-Apr-2025 10:00 AM	<b>Clarification End Date</b>	23-Apr-2025 06:00 PM
<b>Bid Submission Start Date</b>	24-Apr-2025 03:00 PM	<b>Bid Submission End Date</b>	15-May-2025 03:00 PM

**Tender Documents**

NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	Notice Inviting RFP	279.87	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	BOQ	BOQ_900374.xls	BOQ	412.00
	2	Tender Documents	RFP.pdf	RFP Document	1048.75

**Bid Openers List**

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	rgupta-dgs@gov.in	Ram Sajan Gupta	RAM SAJAN GUPTA
2.	pandurang.raut@nic.in	Pandurang Raut	PANDURANG KONDIRAM RAUT
3.	amohd-dgs@nic.in	ASH MOHOMAD	ASH MOHOMAD

**GeMARPTS Details**

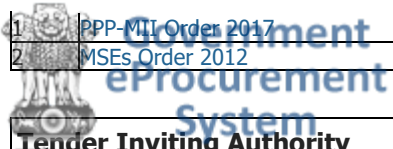
<b>GeMARPTS ID</b>	OY1OBO1PIPKE
<b>Description</b>	Not available
<b>Report Initiated On</b>	11-Apr-2025
<b>Valid Until</b>	11-May-2025

**Tender Properties**

<b>Auto Tendering Process allowed</b>	No	<b>Show Technical bid status</b>	Yes
<b>Show Finance bid status</b>	Yes	<b>Stage to disclose Bid Details in Public Domain</b>	Technical Bid Opening
<b>BoQ Comparative Chart model</b>	Normal	<b>BoQ Comparative chart decimal places</b>	2
<b>BoQ Comparative Chart Rank Type</b>	L	<b>Form Based BoQ</b>	No

**TIA Undertaking**

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order

1	PPP-MIT Order 2017	Agree	
2	MSEs Order 2012	Agree	
			
<b><u>Tender Inviting Authority</u></b>			
<b>Name</b>		DDG	
<b>Address</b>		9th Floor Beta Building, i-Think Techno Campus, Kanjurmarg East, Mumbai, Maharashtra 400042	
<b><u>Tender Creator Details</u></b>			
<b>Created By</b>		ASH MOHOMAD	
<b>Designation</b>		Dy. Director General of Shipping I/C	
<b>Created Date</b>		11-Apr-2025 01:16 PM	



**नौवहन महानिदेशालय, मुंबई**  
**DIRECTORATE GENERAL OF SHIPPING, MUMBAI**  
*Ref. – 18-23011/36/2024-ADMIN - DGS, dtd. 31/12/24, ver 1.0*

**OPEN COMPETITIVE BIDDING**  
(E- Procurement mode on Central Public Procurement Portal)

## **Bidding Documents**

**for**

**Tender Name: Event Management**

**Tender Reference No: 18-23011/36/2024-ADMIN**

Date of Issue: - 31-12-2024

**ISSUING AUTHORITY:**  
**DIRECTORATE GENERAL OF SHIPPING, MUMBAI**

Postal Address: 9th Floor Beta Building, i-Think Techno Campus, Kanjurmarg (East), Mumbai - 400  
042 ( India )

E-Mail: dgship-dgs[at]nic[dot]in  
Tel. No. : 91-22-25752040/41/42/43/45  
(From 9:30 A.M. to 6:00 P.M.)

### Key information at a glance

SN	Item	Description
1	Tender Ref. No.	18-23011/36/2024-ADMIN
2	Tender Title	Event Management
3	Cost of Request for Proposals	Request for Proposals can be downloaded <b>free of cost</b> from the following websites: <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> <a href="https://www.dgshipping.gov.in/Content/TenderNotices.aspx">https://www.dgshipping.gov.in/Content/TenderNotices.aspx</a>
4	Date of Tender Publishing	31-12-2024
5	Date and time till which physical visits prospective Consultants to DGS premises are permissible	14-01-2025
6	Date and time of Pre-Proposal Meeting	15-01-2025
7	Tentative date for publishing Responses to Pre-Proposal Queries and Corrigendum, if any	22-01-2025
8	Last date and time for Submission of Proposals (Technical + Financial Proposals)	06-02-2025
9	Date and time of opening of Technical Proposals	07-02-2025
10	Tentative date for publication of technical evaluation results	14-02-2025
11	Tentative date for opening of financial Proposals	16-02-2025
12	Expected date of Award of Contract	23-02-2025
13	Help Desk No. (For E -Procurement)	E-Mail: s.durgesh@gov.in Primary Custodian number: +91 7679869088
14	Link for accessing training schedule regarding use of e-procurement portal by bidders may be found at:	<a href="https://eprocure.gov.in/cppp/trainingdisp">https://eprocure.gov.in/cppp/trainingdisp</a>
15	Authority to be contacted in case of any clarification / request for entry permission for physical visit	Name: Shri N R Raut Designation: - ADG Mobile No. 9867059102

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## Section 1 – Notice Inviting Bids (NIB)

Bid Reference No.: 18-23011/36/2024-ADMIN

Date: 31-12-2024

**Tender Title:** Event Management

1. The DGS invites electronic bids from eligible bidders for Event Management on the CPPP (Central Public Procurement Portal of Government of India). <https://eprocure.gov.in/eprocure/app>
2. Details pertaining to the scope of work, timeline and procedure to be followed may be seen under the Activity Schedule (Section 5).
3. The process of Open Competitive Bidding shall be followed for selection of suitable contractors. The bidding process shall be conducted in an online mode on the Central Public Procurement Portal (CPPP) which is publicly accessible using the following web address: <https://eprocure.gov.in/eprocure/app>. Bidders can download the bidding documents free of cost from this portal.
4. Interested bidders must register on the e-procurement portal and upload their technical and financial bids separately within the stipulated time and date.
5. Detailed instructions regarding online submission of bids may be seen under Annexure II. In case of any issues or queries related to the e-procurement portal, kindly send an email request to [s.durgesh@gov.in](mailto:s.durgesh@gov.in) or contact on **7679869088**. Bidders are requested to check the system requirements for using the e-procurement portal and uploading bids adequately in advance to avoid issues from cropping up at the last minute.
6. The bidder is solely responsible for timely uploading of bids on the e-procurement portal. DGS shall not be liable for resolving any queries / issues raised on the day of bid submission.
7. Technical bids shall be opened online at **1700 hours** on **07/02/2025**. Bidders can see the tender opening status by logging on to the e-procurement portal using their registered IDs.
8. Financial bids of only technically qualified bidders shall be opened at a date which shall be pre-disclosed on the e-procurement portal.
9. DGS reserves the right to accept or reject any or all the bids at any time during the bidding process.

Dy. Director General of Shipping  
DGS



## **Section 2 – Instructions to Bidders (ITB)**

### **A. General**

#### **1. Introduction**

- a) This Section provides the relevant information as well as instructions to assist prospective Bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the Procuring Entity, being DGS for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of award of contract.
- b) Before preparing the bid and submitting the same to the Procuring Entity, being DGS, the Bidder should read and examine all the terms & conditions, instructions etc. contained in the Bidding Documents. Failure to provide required information or to comply with the instructions incorporated in this Bidding Documents may result in rejection of bids submitted by Bidders.
- c) The successful Bidder will be expected to complete the performance of Services by the Intended Completion Date as provided in the BDS.

#### **2. Language of Bids**

Bid submitted by the Bidder and all subsequent correspondences and documents relating to the bid exchanged between the Bidder and the Procuring Entity, shall be written in English language. However, the language of any printed literature furnished by the Bidder in connection with its bid 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 bid, the English translation shall prevail.

#### **3. Code of Integrity**

- a) The Procuring Entity and all officers or employees of the Procuring Entity being DGS, whether involved in the procurement process or otherwise, or Bidders and their representatives or Service Providers or Service Providers 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 175.
- b) In case of breach of the code of integrity by a Bidder or a prospective Bidder, the DGS, after giving a reasonable opportunity of being heard, may take appropriate measures including –
  - i. exclusion of the Bidder from the procurement process;
  - ii. calling off of pre-contract negotiations and forfeiture or encashment of bid security;
  - iii. forfeiture or encashment of any other security or bond relating to procurement.
  - iv. recovery of payments made by the Procuring Entity along with interest thereon at bank rate;
  - v. cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;

- vi. debarment of the Bidder from participation in any future procurements of any Procuring Entity for a period of up to three years.

#### **4. Eligibility**

- a) This invitation to tender is open to all bidders eligible as described in the instructions to bidders. DGS employees, Committee members, Board members and their relatives (Spouse or Children) are not eligible to participate in the tender. Bidders involved in corrupt and fraudulent practices or debarred from participating in Public Procurement by any state government or any procuring entity of the central government shall not be eligible.
- b) The specific eligibility conditions shall be as prescribed under the Bid Data Sheet.
- c) Bidders shall submit a declaration regarding its eligibility vis-à-vis all the criteria mentioned under the instructions to bidders and the bid data sheet.

#### **5. Qualifications**

Bidders should substantially meet the qualification criteria as stipulated in the 'Section 4 - Evaluation and Qualification Criteria'. Bidders should fill and submit the Forms provided in 'Section 6 - Bidding Forms' to provide relevant information and documents in support of fulfillment of Bidder's qualification as part of its technical bid. Only technical qualified bidders shall be processed for valid financial bids (Two Envelope System).

#### **6. E-Tendering Online Bid Submission Process**

The e-tender is available on CPPP portal, <https://eprocure.gov.in/eprocure/app> as mentioned in the tender. The tenders duly filled in should be uploaded and submitted online on or before the end date of submission. More details regarding the online bid submission process may be found under Annexure-II attached to this bidding document.

### **B. Bidding Documents**

#### **7. Contents of Bidding Documents**

- a) The Bidding Documents include the following Sections, which should be read in conjunction with any amendment issued in accordance with ITB.
  - Section 1 Notice Inviting Bids (NIB)
  - Section 2 Instructions to Bidders (ITB)
  - Section 3 Bid Data Sheet (BDS)
  - Section 4 Evaluation and Qualification Criteria
  - Section 5 Activity Schedule
  - Section 6 Bidding Forms
  - Section 7 General Conditions of Contract (GCC)
  - Section 8 Special Conditions of Contract (SCC)

- Section 9 Contract Forms
  - Financial Bid Template in MS Excel format
- b) Unless downloaded directly from the DGS website (<https://www.dgshipping.gov.in>) or the e- procurement portal (<https://eprocure.gov.in/eprocure/app>) as specified in the BDS, Procuring Entity shall not be responsible for the correctness of the Bidding Documents, responses to requests for clarification, the Minutes of the Pre-bid meeting, if any, or Amendment(s) to the Bidding Documents in accordance with ITB.
  - c) Bidders are expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

## **8. Clarification of Bidding Documents**

- a) A Bidder requiring any clarification of the Bidding Documents shall contact the DGS in writing / email at the Procuring Entity's address specified in the BDS (**email-** s.durgesh@gov.in)
- b) The Procuring Entity will respond in writing / email / through the e-procurement portal to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period specified in the BDS. The Procuring Entity shall also promptly publish brief description of the enquiry but without identifying its source and its response at its website or on the e-procurement portal.
- c) Should the clarification result in changes to the essential elements of the Bidding Documents, the Procuring Entity shall amend the Bidding Documents following the procedure given under ITB.

## **9. Pre-bid Meeting**

- a) In order to provide response to any doubt regarding Bidding Documents, or to clarify issues, a pre-bid meeting may be scheduled, as specified in the BDS.
- b) During the pre-bid meeting, the clarification sought by representatives of prospective Bidders shall be responded appropriately. However, they shall be asked to submit their written request by close of office the next day or by e-mail for electronic record thereof. The Procuring Entity shall publish written responses to such requests for clarifications, without identifying its source. In case required, amendment(s), in terms of ITB below shall be issued, which shall be binding on all prospective Bidders.
- c) No additional queries after the seek clarification end date as mentioned in the portal shall not be entertained.

## **10. Amendments to Bidding Documents**

- a) At any time prior to the deadline for submission of bids, the DGS may, for any reason deemed fit by it, amend or modify the Bidding Documents by issuing Amendment(s)/corrigendum.
- b) Such Amendment(s)/corrigendum will be published on DGS's website and on the e-procurement portal and the same shall be binding on all prospective Bidders.
- c) In order to give reasonable time to prospective Bidders to take necessary action in preparing their bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of bids and other allied time frames which may be linked with that deadline.
- d) Any Bidder who has downloaded the Bidding Documents should check the Amendment(s), if any, issued on the DGS website and on the e-procurement portal. The Procuring Entity shall not be responsible in any manner if prospective Bidders miss any Amendment(s) published on Procuring Entity's website or on the e-procurement portal.

## C. Preparation of Bids

### 11. Documents Comprising Bid

- a) Bidder's technical bid shall comprise the following:
  - Letter of Bid as per the form provided in Section 6 – Bidding Forms;
  - Bid Security declaration furnished in accordance with Annexure I (In case of the firms who are exempted from Bid security as per the notification O.M. No. F.9/4/2020-PPD dated 12/11/2020);
  - Bidder Information Form as per Form provided in Section 6: Bidding Forms;
  - Documents establishing Bidders' eligibility and qualification in accordance with Forms given in Section 6: Bidding Forms;
  - Any other document as required in the ITB or BDS
  - An Undertaking duly signed on the letter head from the Bidders to the effect that they agree and abide by the clauses / conditions of Bidding Documents issued by the Procuring Entity and any amendment made thereafter.
- b) Bidder's financial bid shall comprise the financial quote submitted in the excel template published along with these bidding documents.

### 12. Financial Quote

The evaluation of the financial Proposal will shall be including GST.

### 13. Period of Validity of Bids

- a) Bids shall remain valid for a period of 180 days from the deadline of submission of bids unless otherwise specified in the Bid Data Sheet.
- b) In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

- c) The Bidder who agrees to the extension of the period of validity of bids so requested by the Procuring Entity shall also extend the period of validity of bid securities submitted by them or submit new bid security to cover the extended period of validity of their bids. A Bidder whose bid security is not extended or new bid securities not submitted shall be considered to have refused the request to extend the period of validity of its bids and rejected as non-responsive. The decision of the Procuring Entity will be final and binding in this regard.

#### **14. Bid Security**

The Bidder shall furnish as part of its bid, a sum of money as EMD in the form of Demand Draft. Any bid not accompanied by a Bid Security declaration in the required format shall be rejected by the Procuring Entity as non- responsive. The bidder who are eligible for exemption of the EMD according to the notification O.M. No. F.9/4/2020-PPD dated 12/11/2020 should submit the declaration as per the format of Annexure 1.

#### **15. Format and Signing of Bids**

- a) The technical bids comprising all documents specified under ITB Clause 11 (a) may be compiled into a single PDF document. All pages in the document should be serially numbered and an index specifying contents of the bid should be populated at the beginning of the document.
- b) Authorized signatory of the bidder shall sign, either physically or digitally, on each page of the bid. This signature should be accompanied by bidder's official seal.
- c) The financial bid must be submitted in the MS excel template (**BoQ**) provided with the bidding documents.

#### **D. Submission and Opening of Bids**

#### **16. Sealing, Marking and Submission of Bids**

- a) Bidders shall upload their technical and financial proposals in separate folders provided on the e-procurement portal.
- b) The procedure for online submission of Proposals shall be in accordance with the instructions given under Annexure I.

#### **17. Deadline for Submission of Bids**

- a) Bids must be received by the Procuring Entity online on the e-procurement portal.
- b) The date of submission and opening of the bids shall not be extended except when:
  - Sufficient number of bids have not been received within the given time and the Procuring Entity is of the opinion that further bids are likely to be submitted if time is extended; or
  - The Bidding Documents are required to be substantially modified as a

result of discussions in a pre-bid meeting or otherwise and the time for preparations of bids by the prospective Bidders appears to be insufficient for which such extension is required.

- c) In cases where the time and date of submission of bids is extended, an amendment to the Bidding Documents shall be issued in accordance with ITB 10.

## **18. Late Bids**

The e-procurement portal does not permit late submission of bids.

## **19. Opening of Bids**

- a) The technical bids shall be opened online on the date and time stipulated in the BDS.
- b) In exceptional circumstances, if the procuring entity is faced with any technical issues while opening the bids online, with due certification of the Bid Evaluation Committee on the nature of such technical exception, the physical bids in hard copy shall be asked for and proceeded to be evaluated with after due approval of Competent Authority. In such a DGS, the date of bid opening shall be the same as the one stipulated for online bid opening unless separately publicly notified by the competent authority.
- c) After due evaluation of the technical bids, the procuring entity shall notify the technically qualified bidders regarding the date of financial bid opening by giving at least 3 days' advance notice on the e-procurement portal.
- d) The financial bids of only technically qualified bidders shall be opened.

## **E. Evaluation and Comparison of Bids**

## **20. Confidentiality**

- a) Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until the same is published officially on the e-procurement portal for information of all Bidders.

- b) Any effort by a Bidder to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Bid.

## **21. Preliminary Examination of Bids**

- a) The Bid Evaluation Committee constituted by the Procuring Entity shall conduct a preliminary scrutiny of the opened bids at the beginning to assess the prima-facie responsiveness and record its findings thereof particularly in respect of the following:
  - that the bid is complete and duly signed by authorized signatory;
  - that the bid is valid for the period specified in the Bidding Documents;
  - that the bid is accompanied by Bid Security declaration;
  - that the bid is unconditional and that the Bidder has agreed to give the required performance security; and
  - any other specific requirements put forth in the bidding documents.
- b) Bids failing to meet these preliminary requirements shall be treated as non-responsive and shall not be considered further for evaluation.

## **22. Immaterial non-conformities**

- a) The Bid Evaluation Committee may waive non-conformities in the bid that do not constitute a material deviation, reservation or omission and deem the bid to be responsive;
- b) The Bid Evaluation Committee may request the Bidder submit necessary information or documents which are historical in nature like audited statements of accounts, tax clearance certificate, PAN, etc. within a reasonable period of time. Failure of the Bidder to comply with the request within the given time shall result in the rejection of its bid;
- c) The Bid Evaluation Committee may rectify immaterial non-conformities or omissions on the basis of the additional information or documentation received from the Bidder.

## **23. Determination of Responsiveness**

- a) The Bid Evaluation Committee constituted by the Procuring Entity shall determine the responsiveness of a bid to the Bidding Documents based on the contents of the bid submitted by the Bidder;
- b) A bid shall be deemed to be substantially responsive if it meets the requirements of the Bidding Documents without any material deviation, reservation, or omission where: -
  - i. “deviation” is a departure from the requirements specified in the Bidding Documents;
  - ii. “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and



- iii. “omission” is the failure to submit part, or all of the information or documentation required in the bidding documents.
- c) A “material deviation, reservation, or omission” is one that, if accepted, shall: -
  - i. Effect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the Bidding Documents; or
  - ii. Limit in any substantial way, inconsistent with the Bidding Documents, the rights of the Employer or the obligation of the Bidder under the proposed contract; or
  - iii. If rectified, it shall unfairly affect the competitive position of other Bidders presenting responsive bids;
- d) The Bid Evaluation Committee shall examine the technical aspects of the bid in particular to confirm that all requirements of Bidding Documents have been met without any material deviation, reservation or omission;
- e) The Bid Evaluation Committee shall regard a bid as responsive if it conforms to all requirements set out in the Bidding Documents, or contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the Bidding Documents, that is, there is no material deviation, or if it contains errors or oversights that can be corrected without any change in the substance of the bid;
- f) Bids that are not responsive or contain any material deviation shall be rejected. Bids declared as non-responsive shall be excluded from any further evaluation.

#### **24. Non-conformities, Errors and Omissions**

- a) Provided that a Bid is substantially responsive, the Bid Evaluation Committee may waive any nonconformity in the Bid.
- b) Provided that a bid is substantially responsive, the Procuring Entity, being DGS or authorized representative may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such an omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- c) Provided that a bid is substantially responsive, the Bid Evaluation Committee shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

#### **25. Evaluation of Bids**

- a) Technical evaluation of bids shall be carried out based on the criteria stipulated under ‘**Section 4 – Evaluation and Qualification Criteria**’. The evaluation committee shall not adopt any other criteria other than the ones already stipulated in the bidding documents.

## **26. Financial Evaluation**

- a) The evaluation of the financial Proposal shall include GST.
- b) The Procuring Entity's evaluation of a bid may require the consideration of other factors, in addition to the bidder's financial offer. These factors may be related to the characteristics, performance, and terms and conditions of purchase of Non-Consultancy Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, shall be specified in Section IV - Qualification and Evaluation Criteria.

## **27. Right to Accept Any Bid and to Reject Any or All Bids**

The Procuring Entity reserves the right to accept or reject any bid, and to cancel / annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the Bidders for which the Procuring Entity shall keep record of clear and logical reasons properly for any such action / recall of bidding process. In case of cancellation / annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders

## **F. Award of Contract**

### **28. Award Criteria**

Subject to its bid being technically qualified, unconditional and complete, the bidder offering the lowest rate shall be considered for award of contract.

### **29. Notification of Award**

- a) Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the accepted bid price. The expected date of award of contract is as stipulated under BDS.
- b) Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

### **30. Performance Security**

- a) Within **twenty-eight (28) days** of the receipt of Letter of Acceptance from the Procuring Entity, the successful Bidder shall furnish the Performance Security in the form of an advance deposit in the name of DGS of the amount specified in the BDS.
- b) Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of

the award and forfeiture of the Bid Security/debarment as per bid security declaration. In that DGS the Procuring Entity may award the Contract to the next highest evaluated Bidder, whose bid is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.

- c) The validity of the performance security shall be for a period of **45 days** beyond the date of completion of all contractual obligations.

### **31. Other Statutory Requirements**

Successful bidder shall be required to fulfill insurance and other statutory requirements including submission of signed undertakings assuring compliance with the various standards stipulated in the conditions of contract, failing which the course of action stipulated under ITB shall be applicable.

### **32. Signing of Contract**

Promptly after notification of Award, the Procuring Entity shall send the successful Bidder the Contract Agreement. Within twenty-eight days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Procuring Entity.

### Section 3 – Bid Data Sheet (BDS)

The following specific data for the Non-Consultancy Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB

ITB Para Reference	Particulars
ITB 1 c)	The intended completion date is:
ITB 4 b)	<ul style="list-style-type: none"> <li>i) Bidder shall be a natural person, private entity, government-owned entity or,any combination of these having a formal intent and legal competency to enter into an agreement or contract and are registered under respective Act and Jurisdiction in India;</li> <li>ii) Bidder shall have fulfilled his obligation to pay such of the tax payable to the Central Government or the State Government or any local authority;</li> <li>iii) Bidder shall not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;</li> <li>iv) Bidder shall not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;</li> <li>v) Bidder shall not be presently debarred by any Procuring Entity under the State Government, the Central Government, Autonomous body, Authority by whatever name called under them.</li> </ul>
ITB 7 b)	<p>The official website of DGS is: <a href="https://www.dgshipping.gov.in/">https://www.dgshipping.gov.in/</a></p> <p>The e-procurement portal is: <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a></p>
ITB 8 a)	<p>The Procuring Entity's address for seeking clarifications is:</p> <p>Directorate General of Shipping, 9th Floor Beta Building,i-Think Techno Campus, Kanjurmarg (East), Mumbai - 400 042 ( India )</p> <p>Contact details of the primary custodian: 7679869088</p> <p>Contact details of the secondary custodian: 9867059102</p>

ITB 8 b)	The bidders may submit their requests for clarification no later than <b>13-02-2025</b> to the deadline for submission of bids.
ITB 9 a)	<p>The pre-bid meeting shall be held electronically on 15-01-2025</p> <p>The web-link to attending the pre-bid meeting is as follows:</p> <p>-----</p>
ITB 12	<p>As per the Excel BOQ Template</p> <p>The financial offer quoted by the bidder shall be fixed during the bidder's performance of the contract and shall not be subject to variation on any account.</p>
ITB 13 a)	Bids shall remain valid for a period of 180 days.
ITB 14	<p>Bid Security / Earnest Money Deposit of INR <b>2,00,000(Rupees Two Lac Only)</b> valid for 180 days in the form of Demand Draft from the date of submission of bid as mentioned in the Scope of Work.</p> <p>The demand draft shall be drawn in favor of "<b>Directorate General of Shipping Mumbai,</b>" and shall be payable at <b>Mumbai</b>.</p> <p>Or if the Bidder is exempted from submission of EMD under the notification <b>O.M. No. F.9/4/2020-PPD</b> dated <b>12/11/2020</b> :-</p> <p>Bid Security Declaration shall be submitted duly signed on the letterhead of the bidder, in the prescribed format attached as <b>Annexure 1</b> with this RFP</p>
ITB 17	The deadline for submission of bids is as mentioned in the E-procurement portal.
ITB 19 a)	The technical bids shall be opened online on 07-02-2025 at 1700 hrs.
ITB 29 a)	The amount of performance security to be submitted by successful bidder, in the form of bank guarantee, shall be <b>3%</b> of the total price quoted by the bidder.
ITB 28 a)	The expected date of award of contract is 23-02-2025

## Annexure I – Form of Bid Security Declaration

*{ Use Company Letterhead }*

### **BID SECURITY DECLARATION**

I/We, M/s (Name of bidder) am/are aware that I/We have been exempted from submission of Bid Security/Earnest Money Deposit in lieu of this Bid Security Declaration. I/We understand and accept that if I/We withdraw my/our bid within bid validity period or if awarded the tender and on being called upon to submit the performance Guarantee/Performance Security fail to submit the same within the stipulated time period mentioned in tender documents or on being called upon to sign the contract agreement fail to sign the same within stipulated period mentioned in tender documents, I/We i.e., the bidder shall be banned from submission of bids in any Works/Service Tender issued by DGS for a period of 24 months from the date of such banning order.

Authorized Signatory  
Sign and Stamp

## Annexure II - Instructions for Online Bid Submission

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

### REGISTRATION

1. Bidders 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 bidder Enrollment” on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders 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 CPP Portal.
4. Upon enrolment, the bidders 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.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
6. Bidder 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

1. There are various search options built in the CPP Portal, to facilitate bidders 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 bidders 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.
2. Once the bidders 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 bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder 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 BIDS**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid 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 bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. 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 bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders 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 bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

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

## **SUBMISSION OF BIDS**

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder 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 bid 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 bid submission time. Otherwise, the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid 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 bidders. Bidders 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 bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders 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 bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid 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/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

1. 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.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed at the 24x7 CPP Portal Helpdesk.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>. Bidders are requested to note that CPPP is built and maintained by the National Informatics Centre and that the Procuring Entity is not responsible for any technical issues related to the CPP Portal. All information contained in this annexure is taken directly from the CPP Portal.

## Section 4 – Evaluation and Qualification Criteria

This Section contains all the criteria that the DGS shall use to evaluate bids and qualify the Bidders in accordance with ITB 25. No other factors, methods or criteria shall be used for the purpose of evaluation.

### Technical Evaluation Process

#### 1. Preliminary Examination of Bids and Determination of Responsiveness

The evaluation committee shall carry out the preliminary examination of bids and shall determine the responsiveness of bids.

#### 2. Qualification Requirements

The DGS shall assess qualifications of participating bidders according to the following criteria, based on the corresponding documentary evidence to be submitted by the bidders:

SN	Criterion	Documents to be submitted
1	Bidder must be a valid legal entity registered with appropriate government authority in the form of a firm / company / LLP and must be in existence for at least 5 years (i.e. since FY2016-17)	1. Registration / Incorporation certificate 2. Details of ownership, address, contact details including e-mail and telephone numbers.
2	Bidder must be registered with GSTN and must possess a valid PAN.	Copies of GSTIN and PAN.
3	Bidder must have an average annual turnover of at least <b>Rs.1 Crore</b> during the past 3 financial years (FY 2021-22, 22-23 & 23-24).	Audited financial statements for the past 3 financial years. Provisional financial statement certified by the CA shall be acceptable only for FY2023-24.
4	Bidder must have a minimum of 5 years of independent experience.	1. The completion certificate clearly mentioning the scope of work, contract value and client name. 2. List of special features for government-linked institutions.
5	Bidder should have a positive net worth during each of the past 3 financial years.	CA certificate clearly states that the bidder has positive net worth during each of the past 3 FYs.

Bidders must ensure that the documentary evidence submitted by them as proof of their qualification must provide the necessary information in adequate detail to establish the facts without a scope for doubt. Any scanned documents being submitted must possess adequate

resolution to ensure their legibility without confusion. In case any information necessary for establishing bidder's qualifications is not clear from the documents submitted, the evaluation committee's interpretation in that regard shall be final. Incomplete or unclear documents may lead to disqualification of the bidder.

### 3. Evaluation of Technical Proposal

The technical proposals submitted by the bidders shall be evaluated in the following parameters.

Sr. No.	Criteria	Documents to be submitted as part of the Techno- Commercial	Marking Scheme	Maximum score				
1.	Firm registered as an exclusive Event Management Agency (i.e., main business should be event management)	Bidders should submit a Work Order/registration	<table><tr><td>5 Years</td><td>2.5 Marks</td></tr><tr><td>Above 5-7 Years</td><td>5 Marks</td></tr></table>	5 Years	2.5 Marks	Above 5-7 Years	5 Marks	5
5 Years	2.5 Marks							
Above 5-7 Years	5 Marks							
2.	Average turnover of the bidder in the last 3 (three) Financial Years (For Financial Year 2021-22, 2022-23, 2023-24)	CA certified and audited Balance Sheet and profit & loss statement for the mentioned Financial Years	INR 30 lac: 5 marks Additional 1 mark for each additional turnover of Rs. 10 lacs subject to a max. of 5.	10				
3.	Number of Govt. / State Govt., Autonomous Bodies and PSUs where similar services have been provided in the last five years (Work Order with completion certificate must be attached for each qualifying event).	Bidders should submit a Work Order and Work Completion Certificate.	Less than 3 = 2.5 marks From 4 to 7 = 5.0 marks From 8 to 11 = 7.5 marks Above 12 = 10.0 marks	10				
4.	The Event Management Agency must have a minimum of 10 professional workforce having relevant experience in organizing large-scale events.	Provide PF registration certificate and latest challan as proof for the same.	10 = 2.5 marks More than 10 to 15= 5.0 mark	5				
5.	Value of the single largest event management contract from either a corporate or educational institution client during the last three years:		(1) Up to Rs. 30 lacs = 2.5 marks (2) Above Rs. 30 lacs to Rs. 40 lacs = 5.0 marks (3) Above Rs. 40 lacs to Rs. 50 lacs = 7.5 marks (4) Above Rs. 50 lacs = 10.0 marks	10				
6.	Experience in Event management services. Relevant documents to be submitted.			10				

Sr. No.	Criteria	Documents to be submitted as part of the Techno- Commercial	Marking Scheme	Maximum score
6.1	Corporate or any other= 5 marks			
6.2	Government Organization = 10 marks			
7.	Experience of conducting events in the last 5 years as on date (Relevant documents to be submitted.)			10
7.1	5-10 Events = 5 Marks			
7.2	11-15 Events = 10 Marks			
8.	Presentation & Interaction (PPT format)			40
8.1	<p>During presentation, the bidder shall be evaluated on the following:</p> <ol style="list-style-type: none"> <li>1 Understanding of the assignment</li> <li>2 Approach and Methodology</li> <li>3 Old photographs /video clips of successfully completed similar nature of work done</li> <li>4 Safety and Housekeeping</li> <li>5 Commitment of top management</li> <li>6 Comprehensive operational plan (with all details) for delivering Services to Directorate General of Shipping</li> <li>7 Describe how you will conduct the Services as per best-in-class standards for events conducted at the size and scale</li> <li>8 How well do you understand the objective and how do you plan to meet the objective of this tender? What is the proposed number of manpower to be deployed, and the extent of their experience and expertise in managing events such as Chaos?</li> <li>9</li> </ol>			
Grand Total				100

**Minimum qualifying technical score is 75 Marks**

## Financial Evaluation Process

1. Financial Bids of only those bidders shall be opened who obtain at least **75 Marks** in technical evaluation.
2. For the purpose of financial evaluation, the evaluation committee shall use the comparison sheet generated on the e-procurement portal subsequent to financial bid opening. However, incase of any technical issues in identifying the lowest bidder using the system-generated comparison sheet, the evaluation committee may prepare a comparison sheet manually.
3. The Financial quote shall be on the basis of L1 based.
4. In the event of multiple L1 bidders, the highest technical score shall be considered for awarding the successful bid.

## Section 5 – Activity Schedule

### Introduction:

The Directorate General of Shipping (DGS) seeks to engage an event management agency on a rate contract basis to support a range of official events throughout the year. The selected agency will provide end-to-end planning, coordination, and execution to ensure each event meets the highest standards of organization, hospitality, and technical quality.

The anticipated events for the upcoming contract period include:

1. International Hindi Diwas (10th January)
2. Republic Day Celebration (26th January)
3. International Yoga Day (21st June)
4. Independence Day (15th August)
5. National Hindi Diwas (14th September)
6. Vigilance Awareness Week (October)
7. Visits by Ministers
8. Visits by Foreign Delegates
9. Regular Office Meetings and Smaller Events

*\*Note: Additional events may be added as required, and the agency must remain adaptable to accommodate such requests.*

### Detailed Scope of Work:

#### 1. Event Planning & Conceptualization:

Conduct a detailed needs assessment with DGS representatives to establish event-specific goals, audience expectations, themes, and objectives. Conduct site visits and planning sessions as required.

Develop customised themes and design concepts that align with the significance of each event. This includes creating visual designs, mockups, and branding elements such as backdrops, banners, signage, and digital media.

Prepare a detailed event timeline covering pre-event preparations, event day schedule, and post-event wrap-up. Create a budget with transparent cost allocations, resource requirements, and contingency funds for DGS approval.

#### 2. Venue and Setup Management:

Identify and secure venues based on the event scale, participant count, and specific logistical needs. Finalize venue contracts in consultation with DGS to ensure all terms align with the organization's requirements.

Design efficient layouts for seating, stage, registration, and breakout areas. Coordinate and oversee setup, including stage construction, seating, lighting, and audio-visual arrangements.

Ensure venues adhere to health, safety, and accessibility standards, incorporating crowd management, emergency exits, and health protocols, including those required post-pandemic.

#### 3. Stage, Lighting, and Decoration

Arrange staging elements, including backdrops, podiums, banners, and lighting for optimal

visibility and aesthetics.

Set up and test sound systems, lighting rigs, projectors, screens, and live streaming equipment. On-site technicians should be available for real-time troubleshooting.

Provide appropriate decorations, such as floral arrangements, VIP seating decor, carpets, and banners, to create a polished event atmosphere.

#### **4. Guest Hospitality, Catering, and Attendee Management**

Organize catering services with attention to dietary requirements and preferences, ensuring quality and timely delivery. VIP and delegate refreshments, snacks, and meal services are to be managed per event scale.

Handle guest lists, invitations, RSVPs, and seating assignments for smooth attendee flow. Provide staff at registration desks to manage check-ins and guide guests.

Ensure special services for VIPs and delegates, including reserved seating, refreshments, and personalised assistance during the event.

#### **5. Logistics and Transportation Management**

Arrange for transportation and lodging for visiting guests, speakers, and DGS personnel when necessary.

Coordinate the flow of event segments, including speeches, performances, and activities, to maintain timing and audience engagement.

Supply trained support staff to assist in event operations, including guest assistance, technical support, and safety management.

#### **6. Compliance, Security, and Risk Management**

Implement health and safety measures, crowd control, and emergency response plans.

Provide adequate security, including CCTV surveillance, crowd control barriers, and fire safety measures. Engage security personnel where required to ensure guest safety.

Develop contingency plans for disruptions, such as inclement weather, technical malfunctions, or safety concerns, ensuring swift response protocols.

#### **7. Post-Event Services**

Gather feedback from attendees and DGS representatives to assess event success, satisfaction, and areas for improvement.

Compile a detailed post-event report covering attendee satisfaction, vendor performance, budget adherence, and any lessons learned.

Supervise the dismantling of equipment, post-event clean-up, and the return of rented materials to ensure orderly venue exit.

#### **Rate Contract Mechanism**

DGS will adopt a rate contract mechanism for this project, which includes an L1 rate system for the Average quote of the 160 pre-defined items related to event management services. These items cover a wide range of essentials, including:

- Tenting, flooring, and carpeting
- Lighting and sound systems
- Stage and furniture arrangements
- Hospitality provisions (e.g., water bottles, snacks, meals)

- Decorations and branding elements
- Videography and photography
- Security measures, housekeeping, and miscellaneous services

List of Pre-Defined Items:

Sr. No.	Particulars
<b>A</b>	<b>Tenting Work</b>
1	Gate 4 feet depth with structure of Ply Iron and Wood, Thermocol work, painting, display elements and Focus Light
2	MS Hanger (Dome) span upto 90 feet with ceiling and SRF/Tirpal
3	Alluminium Hanger (Dome) span 30 Mtr and SRF/Tirpal
4	Alluminium Hanger (Dome) span 40 Mtr and SRF/Tirpal
5	Plywood platform upto 6 inch height with 18 mm plywood
6	Plywood wall structure with putty finish and painting/wall paper/Flex Cloth finished
7	Tin Barricading of GI Sheet and Balli (height upto 10 ft.).
8	Cloth masking on MS Pipe /View cutter upto 12 ft. height
9	Mozo Barricading
10	Bamboo Balli Barricading upto 5ft height
11	Octonum Structure stall
12	Stage of 18 mm ply with iron frame on MS skyfold with stairs on 2 sides (height upto 1.5 ft.)
13	Stage of 18 mm ply with iron frame on MS skyfold with stairs on 2 sides (height upto 3-4 ft.)
14	Stage of 18 mm ply with iron frame on MS skyfold with stairs on 2 sides (height upto 6-8 ft.)
15	Floor Carpet (new)
16	Floor Carpet (old)
17	PVC Matt Chatai carpet
18	Synthetic net
19	Pipe pandal with ceiling

20	Waterproof Pipe pandal with ceiling
21	Pipe pandal with side curtains
22	Fire resistant treatment with certification
23	Truss Pandal with ceiling and side curtain
24	Water proof truss pandal with ceiling and side curtain
25	Stainless Steel Barricading
26	Round Table Glass top
27	Executive Chairs for stalls
28	Box type gate of Bans Balli Structure with cloth
29	Table with cover and frill (2' x 5')
30	Tea Table Glass
31	VIP Table with flower vass
32	Fibre Chairs
33	Fibre Chairs with cover
34	VIP Chairs with cover
35	VIP Stage Chair
36	Sofa 2 seater
37	Sofa 3 seater
38	Sofa 1 seater
39	Matress 6 feet x 3 feet of high density with bed sheet
40	Pillow with Cover
41	Blanket
42	Deepdan
43	Dust Bin (vinyal printed Swach Bharat Abhiyan)



44	Cloth Flag with pole
45	Podium with logo of event
46	Queue manager Brass
47	Queue manager Stainless steel
48	Sand Bucket on Iron Stand for fire fighting
49	Cloth drapping
50	Designer cloth ladi for decoration
51	Pagoda Structure (Gazibo) 6 mtr. X 6 mtr
52	Toilet Unit
53	VIP Toilet unit
54	Water proof Talpatri
55	Dari
<b>B</b>	<b>Lighting Work</b>
56	Metal halide fitting (2 x 400 Watt) 800 Watts
57	Metal halide fitting (1 x 400 Watt) 400 Watts
58	LED Bulb 400 watts
59	LED Bulb 200 watts
60	LED Bulb 1500 watts
61	Halogen fitting 1000 Watts
62	Halogen fitting 500 Watts, 150 Watts
63	Mercury Vapor Lamp 250 Watt
64	CFL Lamp 85 Watt
65	Force Light / Spot Light 75 Watt
66	LED Par Light (3W RGB)

67	Sharpy (200 Watt)
68	Sheild Beam Park (1000 Watt)
69	Follow Light (1000 Watt)
70	Jhalar Light (Series) 500
71	Jhalar Light (Patta) 500
72	Jhalar Light (Series) 1000
73	Jhalar Light (Patta) 1000
74	Tube Light 40 Watt
75	Smoke Machine (1000 Watt)
76	Complete System Power Pack + Mixer
77	Truss Aluminium
78	Truss MS
79	Power Plug Board 15 Amp.
80	Ceiling Fans with all fittings
81	Pedestal Fans with all fittings
82	Jumbo Coolers with all fittings
83	Desert Cooler
84	Wall Mounted Fan
85	Mist Fans
86	Generator (65 KVA) 8 Hours running with Diesel
87	Generator (125 KVA) 8 Hours running with Diesel
88	Window AC (2 ton) with all fittings
89	Split AC (2 ton) with all fittings
90	Tower AC (4 ton)

91	Airconditioning for dome
92	Providing and laying 35 Sq. mm x 3.5 core one number PVC insulated, PVC sheathed, Steel armored aluminium conductor power cable of 1.1 KV grade direct in the ground including excavation, sand cushioning, protective covering and refilling the trench etc. as required from Electric Pole to Main and Sub Main L.T. Panels.
93	Providing and laying 10 Sq. mm x 2 core one number PVC insulated, PVC sheathed, Steel armored aluminium conductor power cable of 1.1 KV grade direct in the ground including excavation, sand cushioning, protective covering and refilling the trench etc. as required for circuit wiring.
94	providing & laying temporary wiring with 1.5 sqmm isi marked of approved make copper wire in light ,fan & plug etc .
95	Providing & Fixing Flood Light tower Of Size 12'x12' to 30 height with required bamboo frame
96	Providing & Fixing Flood Light tower Of Size 6'x6' to 30 height with required bamboo frame
97	Providing Installation of L.T. panel Board Having 400 Amp/200 Amp TPN Main Switch and 60 No. outgoing including Earthing of panels and termination work of cables-
	(A) 400 Amps TPN panel
	(B) 200 Amps TPN panel
98	Providing and fixing double armed flood light poles including 2 No HP MH lamp 400 watt fitting and underground wiring and arrangement for connection of generator.
<b>C</b>	<b>Sound Systems</b>
99	Columns Speaker 400 Watt.
100	BWC Speaker 600 Watt.
101	Mid Speaker 8 Way 400 Watt.
102	Tweeter Boxes Sound - 200 Watt.
103	Monitor Speaker 200 Watt. Per speaker.
104	High Power Amplifier 2000 Watt.
105	Shure Microphone – Handheld
106	Shure Microphone – Collar
107	Audio Mixer (Mixing Enclose)
108	Pitch Control

109	DJ Mixture
110	Cordless Microphones SH-58
111	Trumped Horns including all necessary equipments for P.A. System
112	Line Arrey
113	Coloumn speaker dual 12 " full range each contain 2 low mid + 1 tweeter
114	loud speaker 1200 wt. 2x 15" tweeter
115	Subwoofer 18" ( each contain 1 woofer
116	micro phone corded
<b>D</b>	<b>Flower Work</b>
117	Flower bouquet
118	VVIP Flower bouquet
119	Natural Flower Decoration
120	Indoor Outdoor Decorative Plants with flower pot
<b>E</b>	<b>Branding and Promtion</b>
121	LED Video Wall including wiring, electrification
122	Plasma TV with all associated equipment's and stands (Size 42 inch)
123	40'' LED TV
124	42'' Smart LED TV with WiFi
125	Box type gate of MS Square pipe with four sided star flex
126	Branding on 16 guage MS square pipe 1.25" with star flex with 4 pass printing
127	Digital Print on Sunboard with edge to edge cutting
128	Edge to edge vinyl cutout on ply with Iron and wooden frame

129	Vinyal Printing
130	Acrylic Sinage (letter cutting)
131	Customised moulding frame
132	Exhibition Panel of stainless steel with vinyl printing and
	acrylic sheet cover 8 feet x 4 feet
133	Exhibition Panel of stainless steel with vinyl printing and
	acrylic sheet cover 6 feet x 4 feet
134	Customized designer gate of MS pipe with star flex
135	Scroller 12 x 5 (4 Images Per Board)
136	Scroller 6 x 4 (6 Images Per Board)
137	Digital Standee 45", 55"
138	Stainless Steel Pole with Fabric Flag ( 10 Ft Pole to 16 Ft Pole Height , 4 x 2 Brading Size
139	Flex Boards with wooden Frame
<b>F</b>	<b>Vidography &amp; Photography</b>
140	videographer ( with latest high definition camera) with CD/DVD
141	Photograper ( with latest high definition camera) with photo album
142	Drone Camera shoot
<b>G</b>	<b>Security</b>
143	Security Guard 24 x 7
144	Good Specification Laptop with Internet access + printer + scanner
145	Fire Extinguisher

146	Desktop computer along with 5G Data Card and printer
147	CCTV Camera(HD Cameras with night vision) with all fittings
<b>H</b>	<b>Manpower</b>
148	Anchor for cultural and other activities
149	Promoters (Male or Female)
150	Housekeeping staff (8-10 Hrs.)
<b>I</b>	<b>Refreshments</b>
151	Water Dispenser
152	Packaged drinking Water Bottle 1000 ml of ISI make
153	Packaged drinking Water Bottle 500 ml of ISI make
154	Packaged drinking Water Bottle 250 ml of ISI make
155	Water Pouch 200 ml of ISI make
156	VVIP Refreshment
157	VVIP Lunch or dinner
158	Lunch Packet
159	Breakfast Packet
<b>J</b>	<b>Any Other Misc. Item</b>

Under this mechanism:

1. L1 Rate Contracting: The rates will be fixed based on the lowest (L1) bid for each item, and all items under this contract will be billed at the agreed-upon L1 rate.
2. Hiring of Agencies: The Agency quoting the L1 rates will be contracted for one years, with an option to renew based on performance and mutual agreement.
3. Billing and Payments: The agency is required to submit detailed bills based on the established item rates. No advance payments will be provided; payments will be

processed upon successful completion of each event and submission of all necessary documentation.

### **Contract Management and Compliance**

- Performance Reviews: DGS will conduct regular performance evaluations based on agency responsiveness, quality of service, and adherence to timelines and standards.
- Reporting Requirements: The agency must provide pre-event planning reports, real-time event updates, and post-event completion reports to DGS for review and record-keeping.
- Dispute Resolution: Any disputes arising during contract execution will be resolved through mutual consultation. Unresolved disputes may be subject to arbitration as per DGS guidelines.

### **Penalty Terms and Conditions**

To ensure adherence to quality and timelines, DGS will enforce penalty terms under the following conditions:

1. Non-Compliance Penalties: Failure to comply with contractual terms, event quality standards, or health and safety protocols will result in penalties. Each instance of non-compliance may attract a fixed penalty - 5% deduction from the bill amount for the respective service/item.
2. Delay Penalties: Delays in event setup or any component critical to the start of the event may result in penalties, 0.5% percentage of the billed amount per delayed hour. Persistent delays may lead to the termination of the contract.
3. Service Deficiency Penalties: Any service deemed subpar or below agreed-upon standards (e.g., issues in catering, hospitality, or technical setup) will attract a penalty of 3% of the billed amount, depending on the severity and impact of the event. Repeated deficiencies may lead to contract termination.
4. Liability for Damages: The agency will be responsible for any damage to property or equipment due to negligence. Any repair or replacement costs will be borne by the agency, and DGS reserves the right to deduct these costs from the final bill.
5. Termination for Cause: DGS reserves the right to terminate the contract if the agency fails to meet expectations on three or more occasions, engages in misrepresentation, or fails to address repeated issues in a timely manner.

### **Format of Financial Bid**

The form for submission of financial bid in MS Excel format is uploaded on the e-procurement portal simultaneously with these bidding documents in accordance with ITB Clause 7 a). Bidders are required to quote rates against all line items and include other charges, if any based on their experience of organizing similar events, under the 'overheads and service charges' line item.

## Section 6 – Bidding Forms

SN	Name of the Form	Page No.
1	Letter of Bid	32-33
2	Checklist of documents comprising bid	34
3	Bidder Information Form	35
4	Bidder's Qualification Information	36-37
5	Financial Bid Format	Uploaded Separately as a .xlsx file



## 1. Letter of Bid

*The Bidder must prepare the Letter of Bid on its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

Date:

Bid Ref. No.:

To,

Directorate General of Shipping, 9th Floor Beta Building,  
i-Think Techno Campus, Kanjurmarg (East), Mumbai - 400 042 ( India )  
Tel. No. : 91-22-25752040/41/42/43/45  
Fax.No. :91-22-25752029/35; Email: dgship-dgs[at]nic[dot]in

1. We have examined and have no reservations for the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders;
2. We meet the eligibility requirements in accordance with ITB 4 and have no Conflict of Interest in accordance with GFR 175;
3. We offer to perform, in conformity with the Bidding Documents, the following Non-Consultancy Services: “\_\_\_\_\_”.
4. Our final financial offer is as submitted in our financial bid.
5. Our bid shall remain valid for 30 days from the last date of submission of the bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
6. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents;
7. We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process;
8. We, along with any of our subcontractors, suppliers, Service Providers, manufacturers, or service providers for any part of the contract, are not debarred by any procuring entity under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous body, Authority by whatever name called under them;
9. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity proscribed in GFR 175;
10. We hereby certify that we are neither associated nor have been associated directly or indirectly with the Service Provider or any other individual or entity that has prepared the design, specifications and other documents for the subject matter of procurement or

is being proposed as Project Manager for the contract from the DGS;

11. We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local authority;
12. We hereby certify that we are not insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
13. We hereby certify that our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
14. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
15. We understand that DGS is not bound to accept the lowest evaluated bid or any other bid that DGS may receive and that the decision of the DGS shall be final & binding.

Name of the Bidder:

Name of Bidder's Authorized Signatory:

Designation of the person signing the Bid:

Signature of the person named above

Date signed

## 2. Checklist of documents comprising bid

SN	Document	Included (Y/N)	Page No.
1	Letter of Bid as per the form provided in Section 6 – Bidding Forms		
2	Bid Security declaration furnished in accordance with Annexure I (For applicable bidders only)		
3	Bidder Information Form as per Form provided in Section 6: Bidding Forms		
4	Documents establishing Bidders' eligibility in accordance with BDS		
5	Documents establishing Bidders' qualification in accordance with Forms given in Section 6: Bidding Forms		
6	An Undertaking duly signed on the letter head from the Bidders to the effect that they agree and abide by the clauses / conditions of Bidding Documents issued by the Procuring Entity and any amendment made thereafter.		
7	Financial Bid (to be uploaded in a separate folder)		NA

3.

### Bidder Information Form

Date:

Bid Ref. No.:

Bidder's Name:	
Bidder's legal entity status:	Firm / LLP / Pvt. Ltd. Company / Ltd. Company
Bidder's year of incorporation / registration:	
Bidder's complete registered address:	
Bidder's PAN:	
Bidder's GSTIN:	
Information regarding bidder's authorized representative:	Name: Designation: Address: Email:
Name(s) of promoter(s) and members of the board of directors.	
Bidder's bank account details:	Account Name: Bank Name: Branch Name: IFSC Code:

#### 4. Bidder's Qualification Information

SN	Criterion	Bidder's Qualification	Documents to be submitted	Documents submitted	Page No.
1					
2					
3					
4					

5			1.		
6					

## Section 7 – General Conditions of Contract (GCC)

<b>1. General Provisions</b>	
<b>1.1 Definitions</b>	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> <li>a) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer;</li> <li>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;</li> <li>c) “Contract Price” means the the price to be paid for the performance of the Service, in accordance with Clause 6s;</li> <li>d) “Employer” means the party who employs the Service Provider as specified in SCC;</li> <li>e) “GCC” means these General Conditions of Contract;</li> <li>f) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;</li> <li>g) “Personnel” means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof;</li> <li>h) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer as specified in SCC;</li> <li>i) “Service Provider’s Bid” means the completed Bidding Document submitted by the Service Provider to the Employer;</li> <li>j) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;</li> <li>k) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A - Schedule of Activities;</li> </ul>
<b>1.2 Applicable Law</b>	The Contract shall be interpreted in accordance with the laws of the Union of India.
<b>1.3 Language</b>	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.
<b>1.4 Notices</b>	Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the

	<p>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.</p>
<b>1.5 Location</b>	<p>The Services shall be performed at the client’s location as specified in the SCC.</p>
<b>1.6 Authorized Representatives</b>	<p>Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the SCC.</p>
<b>1.7 Taxes and Duties</b>	<p>The Service Provider and their Personnel 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.</p>
<b>1.8 Code of Integrity</b>	<p>The Employer, the Service Provider and their representatives shall strictly adhere to the code of integrity as stipulated under GFR 175.</p>
<b>2. Commencement, Completion, Modification, and Termination of Contract</b>	
<b>2.1 Effectiveness of Contract</b>	<p>This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.</p>
<b>2.2 Commencement of Services</b>	
<b>2.2.1 Program</b>	<p>Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.</p>
<b>2.2.2 Starting Date</b>	<p>The Service Provider 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.</p>
<b>2.3 Intended Completion Date</b>	<p>Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Service Provider 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.</p>
<b>2.4 Modification</b>	<p>Modification of the terms and conditions of this Contract,</p>



	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.
<b>2.5 Force Majeure</b>	
<b>2.5.1 Definition</b>	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.
<b>2.5.2 No Breach of Contract</b>	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.
<b>2.5.3 Extension of Time</b>	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.
<b>2.5.4 Payments</b>	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
<b>2.6 Termination</b>	
<b>2.6.1 By the Employer</b>	<p>The Employer may terminate this Contract, by not less than thirty (30) days’ written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:</p> <ul style="list-style-type: none"> <li>a. if the Service Provider 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 Employer may have subsequently approved in writing;</li> <li>b. if the Service Provider become insolvent or bankrupt;</li> <li>c. ; or</li> </ul>



	<p>their own corporate interests.</p> <p>3.2.2 The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and any entity affiliated with the Service Provider 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.</p>
<b>3.3 Confidentiality</b>	<p>The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.</p>
<b>3.4 Insurance to be Taken Out by the Service Provider</b>	<p>The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.</p>
<b>3.5 Service Provider's Actions Requiring Employer's Prior Approval</b>	<p>The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> <li>a. entering into a subcontract for the performance of any part of the Services,</li> <li>b. changing the Program of activities; and</li> <li>c. Any other action that may be specified in the SCC.</li> </ul>
<b>3.6 Reporting Obligations</b>	<p>The Service Provider shall submit to the Employer the reports and documents as specified in the SCC.</p>
<b>3.7 Documents Prepared by the Service Provider to Be the Property of the Employer</b>	<p>All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub- Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.</p>

<b>3.8 Liquidated Damages</b>	
<b>3.8.1 Payments of Liquidated Damages</b>	The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
<b>3.8.2 Lack of performance penalty</b>	If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Clause 9 and specified in the SCC.
<b>3.9 Performance Security</b>	The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of Acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee.
<b>3.10 Adherence to laws, regulations and statutory requirements</b>	The Service Provider shall carry out all its services in accordance with all the applicable laws, regulations, environmental guidelines and statutory requirements that are legally in force. Additionally, the Service Provider shall comply with the statutes enlisted in the SCC.
<b>4. Service Provider's Personnel</b>	
<b>4.1 Description of Personnel</b>	The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix B. The Key Personnel listed by title as well as by name in Appendix B are hereby approved by the Employer.
<b>4.2 Removal and/or Replacement of Personnel</b>	4.2.1 Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key

	<p>Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.</p> <p>4.2.2 If the Employer finds that any of the Personnel 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 Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.</p> <p>4.2.3 The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>
<b>5. Obligations of the Employer</b>	
<b>5.1 Assistance and Exemptions</b>	The Employer shall use its best efforts to provide the Service Provider such assistance and exemptions as specified in the SCC.
<b>5.2 Change in the Applicable Law</b>	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 Service Provider 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 6.2.
<b>6. Payments Schedule</b>	
<b>6.1 Contract Price</b>	<p>6.1.1 The Service Provider's Contract Price shall be net of all costs incurred by the Service Provider in carrying out the Services described in Appendix A. The Contract Price is <b>set forth in the SCC</b>. The Contract price breakdown is provided in Appendix C.</p> <p>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 <b>Appendix A</b>.</p>
<b>6.2 Taxes and Duties</b>	<p>6.2.1 The Service Provider is responsible for meeting any and all tax liabilities arising out of the Contract.</p> <p>6.2.2 As an exception to the above and <b>as stated in the SCC</b>, the GST is reimbursed to the Service Provider.</p>

<b>6.3 Mode of Billing and Payment</b>	<p>6.3.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 6.1.1.</p> <p>6.3.2 The payments under this Contract shall be made on a pro-rata basis as per the events schedule based on satisfactory performance of services.</p> <p>6.3.3 The Client shall pay the Service Provider 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 Service Provider within the same forty-five (45) days period. The Service Provider shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>6.3.4 The final payment under this Clause shall be made only after the final report have been submitted by the Service Provider 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 Service Provider specifying in detail deficiencies in the Services, the final report. The Service Provider shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>6.3.5 All payments under this Contract shall be made to the accounts of the Service Provider <b>specified in the SCC</b>.</p>
<b>7. Settlement of Disputes</b>	
<b>7.1 Amicable Settlement</b>	<p>The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.</p>
<b>7.2 Dispute Settlement</b>	<p>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.</p>
<b>8. Extension of the duration of contract</b>	
	<p>This contract may be extended, prior to its expiry, for a mutually agreeable period not exceeding 6 months, provided that a fresh procurement activity is initiated before the expiry of the original contract.</p>

## 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 Employer is Directorate General of Shipping, 9th Floor Beta Building, i-Think Techno Campus, Kanjurmarg (East), Mumbai - 400 042 ( India )
1.1(h)	The Service Provider is _____
1.4	<p><b>The addresses are:</b></p> <p>Employer : Directorate General of Shipping, 9th Floor Beta Building, i-Think Techno Campus, Kanjurmarg (East), Mumbai - 400 042 ( India )  Tel. No. : 91-22-25752040/41/42/43/45 Fax.No. :91-22-25752029/35; Email: dgship-dgs[at]nic[dot]in</p> <p>Service Provider :</p> <p>Attention :</p> <p>Facsimile :</p> <p>E-mail: _____</p>
1.6	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Employer:</b> <i>Deputy Director General</i></p> <p><b>For the Service Provider:</b> <i>[name, title]</i>_____</p>
2.1	No change to the GCC clause
2.2.2	The Starting Date for the commencement of Services is immediately after contract signing.
2.3	The Intended Completion Date is _____

<b>3.2.2</b>	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 a nature described in Clause GCC 3.2
<b>3.4</b>	The risks and coverage by insurance shall be: (i) Employer's liability and workers' compensation – as stipulated in the employees' compensation act.
<b>3.7</b>	There are no specific restrictions.
<b>3.8.2</b>	The lack of performance penalty shall be equal to the cost incurred by the employer towards correcting the defects / deficiencies. The same shall be deducted from payments due to the service provider.
<b>5.1</b>	The Employer shall provide necessary assistance in providing gate-passes for smooth entry of the Service Provider's vehicles and employees.
<b>7</b>	Disputes shall be resolved by way of arbitration as stipulated under the Arbitration and Conciliation Act, 1996 as amended till date.



## Appendix A – Scope of Work

*{ as per Section 5 after incorporating changes if any made vide corrigenda }*

## Appendix B – Key Personnel

*{ Service Provider shall insert the Work Profile of the Contract Manager here }*

## Appendix C – Breakdown of Contract Price

*{ Breakdown should be provided in the uploaded excel document “BoQ”. }*

## Section 9 – Contract Forms

### 1. Letter of Acceptance

*{ On Employer's Letterhead }*

Date:

To: *{ Insert Name and Address of the Successful Bidder }*

Subject: Letter of acceptance of your bid against tender ref. no.:

\_\_\_\_\_

This is to notify you that your Bid dated *[insert date of bid submitted by the bidder]* for the execution of services titled “\_\_\_\_\_” against Bid Invitation Ref. No. *[insert Bid Ref. No.]* is hereby accepted by the Employer for the Contract Price of Rs. *[insert amount in numbers and words]*, as evaluated in accordance with the Instructions to Bidders.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, in the form of a bank guarantee / fixed deposit amounting to 3% of the contract value.

Authorized Signature: .....

Name and Designation of Signatory: .....

Name of Employer: .....

## 2. Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [name of Employer] (hereinafter called the “Employer”) and, on the other hand, [name of Service Provider] (hereinafter called the “Service Provider”).

### WHEREAS

- a. the Employer has requested the Service Provider to provide certain Services as defined in the Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- b. the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at the contract price of Rs. [insert Contract Price];

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
  - a. the Letter of Acceptance;
  - b. the Service Provider’s Bid
  - c. the Special Conditions of Contract;
  - d. the General Conditions of Contract;
  - e. The following Appendices:
    - Appendix A: Scope of Work
    - Appendix B: Key Personnel
    - Appendix C: Breakdown of Contract Price
2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
  - a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and

- b) the Service Provider shall make payments to the Employer 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 as of the day and year first above written.

For and on behalf of [name of Employer]

[Authorized Representative]

For and on behalf of [name of Service Provider]

[Authorized Representative]