



नौवहन महानिदेशालय, मुंबई
DIRECTORATE GENERAL OF SHIPPING, MUMBAI
Ref. – FAAPP-MTC-1/19102024, dtd. 19/10/24, ver 1.0

QUALITY & COST BASED SELECTION (QCBS)
(Using E-Procurement mode on Central Public Procurement Portal)

Request for Proposals (RFP)
for
**Selection of Management Support Unit (MSU) for
Seafarer's Welfare Fund Society**

Tender Ref. No.: 46/13/2025-SWFS
Date of Issue: 01/09/2025

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

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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.	
2	Tender Title	Selection of Management Support Unit (MSU) for Seafarer's Welfare Fund Society
3	Cost of Request for Proposals	Request for Proposals can be downloaded free of cost from the following websites: https://eprocure.gov.in/eprocure/app https://www.dgshipping.gov.in/Content/TenderNotices.aspx
4	Date of Tender Publishing	01/09/2025; 15:00 Hrs.
5	Seek Clarification start Date	02/09/2025; 10:00 Hrs.
6	Seek Clarification End Date	11/09/2025; 18:00 Hrs.
7	Date and time of Pre-Proposal Meeting	11/09/2025; 11:00 Hrs.
8	Start date and time for Submission of Proposals (Technical + Financial Proposals)	12/09/2025; 12:00 Hrs.
9	Last date and time for Submission of Proposals (Technical + Financial Proposals)	29/09/2025; 15:00 Hrs.
10	Date and time of opening of Technical Proposals	30/09/2025; 15:00 Hrs.
11	Help Desk No. (For E - Procurement)	E-Mail: dgship-dgs[at]nic[dot]in Tel. No.: 91-22-25752040/41/42/43/45 Primary Custodian number: eProcurement Helpdesk no.s (New Delhi) 0120-4200462, 0120-4001002, 0120-4001005
12	Link for accessing training schedule regarding use of e-procurement portal by Bidders may be found at:	https://eprocure.gov.in/cppp/trainingdisp

13	Authority to be contacted in case of any clarification / request for entry permission for physical visit	Name: - Capt. Nitin Mukesh Designation: Deputy Director General, Crew Branch Email: - n.mukesh@gov.in
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Section 1 – Letter of Invitation

Proposal Reference No.: 46/13/2025-SWFS

Date: 01/09/2025

Tender Title: Request for Proposal (RFP) for Selection of Management Support Unit (MSU) for Seafarer's Welfare Fund Society

1. The DGS invites online Proposals from eligible Bidders for Selection of Management Support Unit (MSU) for Seafarer's Welfare Fund Society.
2. More details pertaining to the scope of work may be seen under the Terms of Reference (Section V).
3. The process of Quality & Cost Based Selection (QCBS) shall be followed for selection of suitable Bidder. 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 Request for Proposals free of cost from this portal.
4. Interested Bidders must register on the e-procurement portal and upload their technical and financial proposals separately within the stipulated time and date mentioned in the e-Procurement Portal.
5. Detailed instructions regarding online submission of proposals may be seen under Annexure I.
6. The Bidder is solely responsible for timely uploading of Proposals on the e-procurement portal. DGS shall not be liable for resolving any queries / issues raised on the day of Proposal submission.
7. Technical Proposals shall be opened online according to the time mentioned in the e-Procurement Portal. Bidders can see the tender opening status by logging on to the e-procurement portal using their registered IDs.
8. Financial Proposals 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 of the Proposals at any time during the Bidding process.

Deputy Director General

Section 2 – Instructions to Bidders (ITB)

1. General

1.1. Introduction

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

1.2. Language of Proposals

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

1.3. Code of Integrity

- a) The Client and all officers or employees of the Client, whether involved in the procurement process or otherwise, or Bidders and their representatives or employees participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity in accordance with the code of integrity prescribed under GFR 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 Proposal security;
 - iii. forfeiture or encashment of any other security or bond relating to procurement;
 - iv. recovery of payments made by the Client along with interest thereon at bank rate;

- v. cancellation of the relevant contract and recovery of compensation for loss incurred by the Client;
- vi. debarment of the Bidder from participation in any future procurements of any Client for a period of up to three years.

1.4. Eligibility

- a) This Request for Proposals 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 **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 Proposal data sheet.

1.5. Online Proposal 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 Proposal submission process may be found under Annexure-II attached to this Request for Proposals.

2. Request for Proposals

2.1. Contents of Request for Proposals

- a) The Request for Proposals include the following Sections, which should be read in conjunction with any amendment issued in accordance with ITB.
 - Section 1 Invitation for Bidders
 - Section 2 Instructions to Bidders (ITB)
 - Section 3 Data Sheet
 - Section 4 Evaluation Criteria
 - Section 5 Terms of Reference
 - Section 6 Service Level Agreement
 - Section 7 Bidding Forms
 - Section 8 General Conditions of Contract (GCC)
 - Section 9 Special Conditions of Contract (SCC)
 - Section 10 Contract Forms
 - Financial Proposal 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 **Data Sheet**, Client shall not be responsible for the correctness of the Request for Proposals, responses to requests for clarification, the Minutes of the Pre-Proposal meeting, if any, or Amendment(s) to the Request for Proposals in accordance with ITB.
- c) Bidders are expected to examine all instructions, forms, terms, and specifications in

the Request for Proposals and to furnish with its Proposal all information or documentation as is required by the Request for Proposals.

2.2. Clarification of Request for Proposals

- a) A Bidder requiring any clarification of the Request for Proposals shall only be considered through e-Procurement Portal. Disclosure of identity shall be entirely at the discretion of the respective agency.
- b) The Client 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 Proposals within a period specified in the **Data Sheet**. The Client 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 Request for Proposals, the Client shall amend the Request for Proposals following the procedure given under ITB.
- d) The queries should necessarily be submitted in the following format

Name of Person	Designation	Email ID(s)	Tel. Nos. & Fax Nos.

S. No	RFP Document Reference (s) (Page Number and Section Number)	Content of RFP Requiring Clarification	Points of Clarification
1.			
2.			
3.			
4.			
5.			

- e) DGS shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarification after the indicated date and time may not be entertained by the DGS.
- f) Queries must be strictly submitted only in the prescribed format (.XLS/.XLSX). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity.

2.3. Pre-Proposal Meeting

- a) In order to provide response to any doubt regarding Request for Proposals, or to clarify issues, a pre-Proposal meeting may be scheduled, as specified in the **Data Sheet** or published at e-Procurement Portal.

- b) During the pre-Proposal 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 next day or by e-mail for electronic record thereof. The Client shall publish written response 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.

2.4. Amendments to Request for Proposals

- a) At any time prior to the deadline for submission of Proposals, the DGS may, for any reason deemed fit by it, amend or modify the Request for Proposals by issuing Amendment(s)/corrigendum.
 - b) Such Amendment(s)/corrigendum will be published on DGS's website or on the e-procurement portal and the same shall be binding on all prospective Bidders.
 - c) To provide prospective Bidders reasonable time for taking the corrigendum into account, DGS may, at its discretion, extend the last date for the receipt of Proposals. Notifications regarding extensions, corrigendum, will be published on the website mentioned in the tender schedule and there shall be no paper advertisement.
- Bidder
- d) Any Bidder who has downloaded the Request for Proposals should check the Amendment(s), if any, issued on the DGS website and on the e-procurement portal.

3. Preparation of Proposals

3.1. Documents Comprising Proposal

- a) Bidder's pre-qualification / eligibility submission shall comprise the documents listed under ITB Clause 4 and corresponding Data Sheet entry.
- b) Bidders are required to enroll on the e-Tendering website on the link provided in the Proposal Data sheet
- c) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- d) 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 e-Tendering Portal.
- e) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- f) 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 DSCs to others which may lead to misuse.
- g) Bidder shall then log in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.
- h) The proposal should contain ATLEAST the following submission on the e-Tendering Portal. However, this is not an exhaustive list, bidder is expected to go through the tender and provide documents as necessary
- i) During Online Bid Preparation stage, bidders are allowed to make any changes or modifications in the bid data uploaded by them in Technical as well as Commercial envelope. Once a bidder successfully completes the Bid Preparation stage (by generating the Hash Values), system won't allow him/her to make any further changes or modifications in the bid data.
- j) Technical Bid: The list of Documents to be submitted as part of Technical Bid is

provided below.

Tech Form 1	Letter of Proposal
Tech Form 2	Checklist of documents comprising Proposal
Tech Form 3	Technical Bid - Covering Letter
Tech Form 4	Particulars of the Bidder (please fill separate sheet for each consortium member)
Tech Form 5	Financial Capability
Tech Form 6	Profile of Resource
Tech Form 7	Certificate from HR demonstrating its Organization Strength
Tech Form 8	Technical Solution
Tech Form 9	Approach & Methodology
Tech Form 10	Project Plan & Deployment of Personnel
Tech Form 11	Format of Deployment of Personnel
Tech Form 12	Details of Experience of Bidder in Various projects
Tech Form 13	List of Sub-Contractors and their details
Tech Form 14	Details of ineligibility for corrupt or fraudulent practices / blacklisted with any of the Government or Public Sector Units
Tech Form 15	Format for Consortium Agreement
Tech Form 16	Bank Guarantee for Earnest Money Deposit
Tech Form 17	CERTIFICATE OF CONFORMITY/ NO DEVIATION
Tech Form 18	Format – Declaration for No Conflict of Interest
Tech Form 19	Compliance Sheet for Pre-Qualification Proposal
Tech Form 20	Bid Security Declaration

- k) Bidder's financial Proposal shall comprise the financial quote submitted in the excel template published along with these Request for Proposals.

Financial Proposal

The Bidder shall use the financial proposal template uploaded along with this RFP for preparation of their financial proposal. The Bidder shall enter the remuneration and reimbursable rates along with applicable taxes. The Bidder shall quote the price in INR only.

3.2. Period of Validity of Proposals

- a) Proposals shall remain valid for a period of 180 days from the deadline of submission of Proposals unless otherwise specified in the **Data Sheet**.
- b) In exceptional circumstances, prior to the expiration of the Proposal validity period, the Client may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing. A Bidder may refuse the request without any penal repercussions. A Bidder granting the request shall not be required or permitted to modify its Proposal.

3.3. Format and Signing of Proposals

- a) Documents establishing Bidder's eligibility shall be compiled into a single PDF file. All pages in the document should be serially numbered and an index specifying contents of the Proposal should be populated at the beginning of the document.
- b) The technical Proposals comprising all documents specified under ITB Clause 10 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 Proposal should be populated at the beginning of the document.

- c) Authorized signatory of the Bidder shall sign, either physically or digitally, on each page of the Proposal. This signature should be accompanied by Bidder's official seal.
- d) The agency shall use the financial proposal template (BoQ) uploaded along with this RFP for preparation of their financial proposal. The agency shall enter the remuneration and reimbursable rates along with applicable taxes as prescribed in the template. The Agency shall quote the price in INR only.

4. Submission and Opening of Proposals

4.1. Sealing, Marking and Submission of Proposals

- a) Bidders shall submit their pre-qualification (eligibility) documents as well as the technical and financial proposals online.
- b) Online submission of Proposals shall be carried out in accordance with the instructions given under Annexure I.

4.2. Deadline for Submission of Proposals

- a) Proposals must be received by the Client online on the e-procurement portal no later than the date and time specified in the **Data Sheet /published in the e-Procurement Portal**.
- b) The date of submission and opening of Proposals shall not be extended except when:
 - sufficient number of Proposals have not been received within the given time and the Client is of the opinion that further Proposals are likely to be submitted if time is extended; or
 - the Request for Proposals are required to be substantially modified as a result of discussions in pre-Proposal meeting or otherwise and the time for preparations of Proposals 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 Proposals is extended, an amendment to the Request for Proposals shall be issued in the e-Procurement Portal.

4.3. Late Proposals

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

4.4. Opening of Proposals

- a) The pre-qualification (eligibility) documents and the technical proposals shall be opened online on the date and time stipulated in the **Data Sheet/e-Procurement portal**.
- b) After due evaluation of the technical Proposals, the Client shall notify the technically qualified Bidders regarding the date of financial Proposal opening by giving at least 3 days' advance notice on the e-procurement portal.

- c) The financial Proposals of only technically qualified Bidders shall be opened.

5. Evaluation and Comparison of Proposals

5.1. Confidentiality

- a) Information relating to the evaluation of Proposals 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 Client in the evaluation or contract award decisions may result in the rejection of its Proposal.

5.2. Preliminary Examination of Proposals

- a) The Proposal Evaluation Committee constituted by the Client shall conduct a preliminary scrutiny of the opened Proposals at the beginning to assess the prima-facie responsiveness and record its findings thereof particularly in respect of the following:
 - that the Proposal is complete and duly signed by authorized signatory;
 - that the Proposal is valid for the period, specified in the Request for Proposals;
 - that the Proposal is unconditional and that the Bidder; and
 - any other specific requirements put forth in the Request for Proposals.
- b) Proposals failing to meet these preliminary requirements shall be treated as non-responsive and shall not be considered further for evaluation.

5.3. Immaterial non-conformities

- a) The Proposal Evaluation Committee may waive non-conformities in the Proposal that do not constitute a material deviation, reservation or omission and deem the Proposal to be responsive;
- b) The Proposal Evaluation Committee may request the Bidder to 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 Proposal;
- c) The Proposal Evaluation Committee may rectify immaterial non-conformities or omissions on the basis of the additional information or documentation received from the Bidder.

5.4. Determination of Responsiveness

- a) The Proposal Evaluation Committee constituted by the Client shall determine the responsiveness of a Proposal to the Request for Proposals based on the contents of the Proposal submitted by the Bidder;
- b) A Proposal shall be deemed to be substantially responsive if it meets the requirements of the Request for Proposals without any material deviation,

reservation, or omission where: -

- i. "deviation" is a departure from the requirements specified in the Request for Proposals;
 - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Request for Proposals; and
 - iii. "omission" is the failure to submit part or all of the information or documentation required in the Request for Proposals.
- 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 Request for Proposals; or
 - ii. Limit in any substantial way, inconsistent with the Request for Proposals, the rights of the Client or the obligation of the Bidder under the proposed contract; or
 - iii. If rectified shall unfairly affect the competitive position of other Bidders presenting responsive Proposals;
- d) The Proposal Evaluation Committee shall examine the technical aspects of the Proposal in particular to confirm that all requirements of Request for Proposals have been met without any material deviation, reservation or omission;
- e) The Proposal Evaluation Committee shall regard a Proposal as responsive if it conforms to all requirements set out in the Request for Proposals, or contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the Request for Proposals, 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 Proposal;
- f) Proposals that are not responsive or contain any material deviation shall be rejected. Proposals declared as non-responsive shall be excluded from any further evaluation.

5.5. Non-conformities, Errors and Omissions

- a) Provided that a Proposal is substantially responsive, the Proposal Evaluation Committee may waive any nonconformity in the Proposal.
- b) Provided that a Proposal is substantially responsive, the Client, 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 Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.
- c) Provided that a Proposal is substantially responsive, the Proposal Evaluation Committee shall rectify quantifiable nonmaterial nonconformities related to the Proposal Price. To this effect, the Proposal Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non- conforming item or component.

5.6. Evaluation of Proposals

- a) Technical evaluation of proposals shall be carried out based on the criteria stipulated under 'Section 4 – Evaluation Criteria'. The evaluation committee shall not adopt any

other criteria other than the ones already stipulated in the Request for Proposals.

- b) The evaluation of financial Proposal will shall be including GST.
- c) The Client's evaluation of a proposal 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 Consultancy Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Proposals, shall be specified in 'Section 4 - Evaluation Criteria'.
- d) Bidders shall be asked to deliver presentation on their technical proposals as per the details provided in the **Data Sheet**. This presentation shall only cover contents of the technical proposals submitted by the Bidder. No marks shall be assigned to the presentation. The objective of the presentation round is to summarize the contents of Bidder's technical proposal for better understanding of the evaluation committee.

5.7. Right to Accept Any Proposal and to Reject Any or All Proposals

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

6. Award of Contract

6.1. Award Criteria

The Bidder obtaining the highest combined evaluation score i.e. sum of weighted technical and financial scores shall be considered for award of contract (in case of QCBS evaluation)

6.2. Notification of Award

- a) Prior to the expiration of the period of Proposal validity, the Client shall notify the successful Bidder, in writing, that its Proposal 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 contract price. The expected date of award of contract is as stipulated under **Data Sheet**.
- b) Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

6.3. 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. Failure of the successful Bidder to submit the same shall constitute sufficient grounds for the annulment of the award. In that event the Client may award the Contract to the next highest evaluated Bidder, whose Proposal is substantially responsive and is determined by the Client to be qualified to perform the Contract satisfactorily.

6.4. Signing of Contract

Promptly after notification of Award, the Client 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 Client.

Section 3 – Data Sheet

The following specific data for the Selection of the System Integrator to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidder (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB

ITB Para Reference	Particulars
ITB 1b)	<p>The Client is: DGS, Address:</p> <p>Kanjur village Rd, 9th Floor Beta Building, i-Think Techno Campus, Kanjurmarg East, Mumbai, Maharashtra 400042</p> <p>The Method of Selection of Bidder is: Quality & Cost Based Selection (QCBS)</p>
ITB 1d)	The intended completion date is <enter date>
ITB 4	In order to be considered for technical evaluation, the Bidder must satisfy the eligibility requirements stipulated under Section 4.
ITB 6b)	<p>The official website of DGS is: https://www.dgshipping.gov.in/</p> <p>The e-procurement portal is: https://eprocure.gov.in/eprocure/app</p>
ITB 7a)	<p>The Client'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>Tel. No. : 91-22-25752040/41/42/43/45 Fax.No. :91-22-25752029/35; Email: dgship-dgs[at]nic[dot]in</p> <p>Name: - Capt. Nitin Mukesh</p> <p>Designation: Deputy Director General, Crew Branch</p> <p>Email: - n.mukesh@gov.in</p> <p>Queries may only be raised by using the 'seek clarifications' option available on the e-procurement portal.</p>
ITB 7b)	The Bidders may submit their requests for clarification before the seek clarification end date as will be mentioned in the E-Procurement portal.
ITB 8a)	The pre-Proposal meeting shall be held electronically at 11:00 Hrs on 11/09/2025 .

ITB Para Reference	Particulars
	<p>The web-link to attend the pre-Proposal meeting is as follows:</p> <p>https://teams.microsoft.com/join/19%3ameeting_MTA2Y2JiZDQtYzk4NC00Y2QzLTg5MzktNzI3OTNiOGIwYWMz%40thead.v2/0?context=%7b%22Tid%22%3a%220ac740c4-e4d0-450c-9435-f19cf08dc6f1%22%2c%22Oid%22%3a%22fab8b4bb-a35d-4be1-be6c-df7077d2104e%22%7d</p>
ITB 12 a)	<p>No change. Proposals shall remain valid for a period of 180 days from the deadline of submission of Proposals.</p>
ITB 14	<p>Bid Security / Earnest Money Deposit of INR 3,50,000 (Rupees Three Lakhs Fifty Thousand Only) valid for 90 days in the form of Demand Draft from the date of submission of bid as mentioned in the Scope of Work.</p> <p>Or if the Bidder is exempted from submission of EMD</p> <p>Bid Security Declaration shall be submitted duly signed on the letterhead of the bidder, in pursuance of Govt. of India O.M. No. F.9/4/2020-PPD dated 12/11/2020, as per the format provided.</p> <p>The demand draft shall be drawn in favor of "Directorate General of Shipping Mumbai," and shall be payable at Mumbai.</p>
ITB 17 a)	<p>The web-address of e-procurement portal is:</p> <p>https://eprocure.gov.in/eprocure/app</p> <p>The address for submission of hard copies of technical proposal, EMD, Performance Guarantee is:</p> <p>Directorate General of Shipping, 9th Floor Beta Building, i-Think Techno Campus, Kanjurmarg (East), Mumbai - 400 042 (India)</p> <p>Tel. No. : 91-22-25752040/41/42/43/45 Fax.No. :91-22-25752029/35; Email: dgship-dgs[at]nic[dot]in</p> <p>The deadline for submission of Proposals is 15:00 Hrs on 29th September 2025 .</p>
ITB 17 a)	<p>The technical Proposals shall be opened online according to the date and time mentioned in the e-Procurement Portal.</p>
ITB 23 d)	<p>The presentations shall be held online using Microsoft Teams / offline within a week after opening of the technical proposals. The specific dates, time and meeting links shall be notified by the client on its website i.e. https://www.dgshipping.gov.in/ and also will be</p>

Request for Proposal (RFP) for Selection of Management Support Unit (MSU) for Seafarer's Welfare Fund Society

ITB Para Refer ence	Particulars
	communicated via respective emails.
ITB 28 a)	The expected date of award of contract is .

7. Annexure I - Instructions for Online Proposal Submission

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

7.1. REGISTRATION

- i. 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.
- ii. As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.
- iii. 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 CPPP.
- iv. 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.
- v. 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.
- vi. 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.

7.2. SEARCHING FOR TENDER DOCUMENTS

- i. 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.
- ii. 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.
- iii. 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.

7.3. PREPARATION OF PROPOSALS

- i. Bidder should take into account any corrigendum published on the tender document before submitting their Proposals.
- ii. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the Proposal. Please note the number of covers in which the Proposal documents have to be

submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the Proposal.

- iii. Bidder, in advance, should get ready the Proposal documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Proposal documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- iv. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every Proposal, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the 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 Proposal, and need not be uploaded again and again. This will lead to a reduction in the time required for Proposal submission process.

Note: My Documents space is only a repository given to the 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 Proposal.

7.4. SUBMISSION OF PROPOSALS

- i. Bidder should log into the site well in advance for Proposal submission so that they can upload the Proposal in time i.e. on or before the Proposal submission time. Bidder will be responsible for any delay due to other issues.
- ii. The Bidder has to digitally sign and upload the required Proposal documents one by one as indicated in the tender document.
- iii. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- iv. 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 Proposal submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during Proposal submission time, otherwise the uploaded Proposal will be rejected.
- v. Bidders are requested to note that they should necessarily submit their financial Proposals in the format provided and no other format is acceptable. If the price Proposal has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the 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 Proposal will be rejected.
- vi. 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 Proposals

- by the Bidders, opening of Proposals etc. The Bidders should follow this time during Proposal submission.
- vii. 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 Proposal opening. The confidentiality of the Proposals is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any Proposal document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/Proposal opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized Proposal openers.
 - viii. The uploaded tender documents become readable only after the tender opening by the authorized Proposal openers.
 - ix. Upon the successful and timely submission of Proposals (i.e. after Clicking "Freeze Proposal Submission" in the portal), the portal will give a successful Proposal submission message & a Proposal summary will be displayed with the Proposal no. and the date & time of submission of the Proposal with all other relevant details.
 - x. The Proposal summary has to be printed and kept as an acknowledgement of the submission of the Proposal. This acknowledgement may be used as an entry pass for any Proposal opening meetings.

7.5. ASSISTANCE TO BIDDERS

- i. 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.
- ii. Any queries relating to the process of online Proposal submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

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

Section 4 – Evaluation Criteria

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

- i. The overall objective of this evaluation process is to select the capable and qualified firm in the business domain of developing and rolling out the integrated application, related hardware and other infrastructure, providing associated capacity building, training and handholding support as well as associated managed services and who will provide a comprehensive solution towards Supply, Installation, Integration, Commissioning, Development, Deployment, Operation & Management of the said system and hardware provisioning at DGS.
- ii. First the Pre-Qualification Proposal will be evaluated and only those bidders who qualify the requirements will be eligible for next set of evaluations. Technical Proposal and Commercial Proposal of Bidders who do not meet the Pre-Qualification criteria shall not be evaluated.
- iii. The technical score of all the bidders would be calculated as per the criteria mentioned below. All the bidders who achieve at least 70% marks in the technical evaluation would be eligible for the next stage, i.e., Financial Bid opening.
- iv. Proposals of bidders would be evaluated as per Technical Evaluation Criteria.

8. Assessment of Eligibility

The Bidder's proposals shall be first assessed for eligibility based on the eligibility criteria stipulated below. Only those Bidders who are found to be eligible as per the stipulated criteria shall be considered for evaluation of technical proposals.

- i. The prospective Bidders shall enclose documentary evidences in support of the Pre-Qualification Criteria along with the Bid.
- ii. An indicative format for the Pre-Qualification Proposal is as follows [Please customize this list on the basis of Pre-Qualification Criteria Finalized below]

S. No	Criteria	Pre-qualification Criteria description	Supporting Document	Response (Yes / No)	Reference in Response to Pre-Qualification Bid (Section # and Page #)

EC#	Criteria	Supporting Documents
EC1	Legal Entity: The Bidder/Lead bidder in case of consortium must be registered with the appropriate government authority as a pvt. ltd. company / ltd. company / LLP and shall be in the consulting services business for at least 5 years.	Copy of the incorporation / registration certificate clearly indicating the nature of business. To be submitted for - <ul style="list-style-type: none"> • Single Bid – Bidder • Consortium Bid – Lead Bidder
EC2	Registration Certification by the	Copy of certificate for Registration

EC#	Criteria	Supporting Documents
	<p>concerned authority/government:</p> <p>The Bidder/Lead bidder in case of consortium must have valid registration regarding GSTIN, PAN, EPF, ESI certificate issued by the concerned authority/government as applicable to the subject Services.</p>	<p>To be submitted for –</p> <ul style="list-style-type: none"> • Single Bid – Bidder • Consortium Bid – Lead Bidder
EC3	<p>Declaration of Insolvency, Bankruptcy, etc.:</p> <p>The Bidder/Lead bidder in case of consortium must 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 aforesaid reasons.</p>	<p>Self-Declaration on company letterhead by authorized signatory</p>
EC4	<p>Conflict of Interest:</p> <p>The Bidder/Lead bidder in case of consortium Must Not have a conflict of interest which substantially affects fair competition. No attempt should be made to induce any other Bidder to submit or not to submit bid to restrict competition.</p>	<p>Declaration by authorized signatory in Tech Form 18</p> <p>In case of:</p> <ul style="list-style-type: none"> • Single Bid – Bidder • Consortium Bid – All members
EC5	<p>Turnover:</p> <p>The Bidder / lead bidder in case of consortium must have a minimum average annual turnover of INR 3.5 Cr. and</p> <p>In case of consortium, consortium members (except Lead Bidder) must have a minimum turnover of INR 1.5 Cr for the last three financial years ending 31st March 2024 as evidenced by the audited accounts of the company.</p>	<p>Copy of Audited Annual Balance sheet for last three years ending 31.03.2025 with Certificate from a CA stating Annual Turnover and the average turnover for similar projects for the last three years.</p> <p>Tech Form: 5</p> <p>In case of:</p> <p>Single Bid – Bidder</p> <p>Consortium Bid – Lead bidder and consortium members</p>
EC6	<p>Financial: Net worth:</p> <p>The bidder (for single firm) should have a positive net worth for 3 consecutive years i.e. 2022-23, 2023-24 and 2024-25</p> <p>In case of a Consortium, the Lead Member must have positive net worth</p>	<p>Audited financial statements for the past 3 financial years. CA Certificate for 3 Years.</p>
EC7	<p>Blacklisting by Govt.:</p>	<p>Self-declaration of not having been</p>

EC#	Criteria	Supporting Documents
	<p>Must not be presently debarred / blacklisted by any procuring entity under the central government including PSUs and autonomous entities or by state governments or by multilateral agencies such as The World Bank, Asian Development Bank, etc.</p>	<p>debarred / blacklisted by any of the entities mentioned in this criterion at present.</p> <p>Tech Form 14</p>
EC8	<p>Technical Capability:</p> <p>The Bidder / Consortium Member must have experience of deploying resources on IT/ITeS projects during the last 5 financial years:</p> <p>ONE IT project ≥ INR 55 Lac,</p> <p>OR</p> <p>TWO projects ≥ INR 40 Lac each,</p> <p>OR</p> <p>THREE projects ≥ INR 28 Lac each</p> <p>Each project must include:</p> <p>Deployment of skilled onsite technical, functional, and coordination resources to support project management, functional validation, UAT facilitation, capacity building, and operational stabilization in alignment with the approved governance framework,</p> <p>involving services to any state / central government organization in India and PSU in India or abroad during the last 5 financial years.</p>	<p>Completed Projects:</p> <p>Bidder to submit Copy of work order / MSA / PO and Completion Certificate from the client.</p> <p>In case of Ongoing Projects</p> <p>Bidder to submit Copy of work order / MSA / PO and proof of payment of the project(s)</p> <p>The chartered accountant's certificate to the above extent indicates the name of the firm, name of the client, total value of the project and payment received as on date is to be submitted</p> <p>In case of the project under Non - Disclosure Agreement (NDA), Company Secretary of the bidder or certifying authority of bidder should provide the certificate of completion + completion certificate from the client.</p> <p>Bidder to provide project details as per Tech Form 12</p>
EC9	<p>Certification:</p> <p>The Bidder/Lead bidder in case of consortium in case of consortium must have been assessed for</p> <p>I. CMMI Level 3 and above certification</p> <p>The certifications should be valid on the date of bid submission. In case the certification is under renewal, the Bidder shall provide the details of the previous certifications and the current assessment consideration in the Bid Process. Bidder to submit a valid certificate at the time of signing the contract (if selected) otherwise bidder will be disqualified.</p>	<p>Copy of valid certificate</p> <p>In case of:</p> <ul style="list-style-type: none"> • Single Bid – Bidder • Consortium Bid – Lead bidder and Consortium members

EC#	Criteria	Supporting Documents
	Bidder shall ensure that the certifications continue to remain valid till the end of the Agreement.	

9. Technical Evaluation Process

The evaluation committee shall carry out the preliminary examination of Proposals and shall determine the responsiveness of Proposals based as per the procedure stipulated under ITB.

1. Evaluation Criteria (QCBS)

The DGS shall evaluate the **technical proposals** on the basis of the following criteria:

#	Evaluation Criteria for the Proposed Solution	Max Marks
A	Bidder Experience	58
A.1	Relevant Resource Deployment Experience	25
A.2	Relevant Resource Deployment Experience in Specific sector	25
A.3	Certifications	8
B	Resource Requirements	22
B.1	Project Manager (01)	12
B.2	Junior Management Resource (02 Nos.)	10
C	Technical Solution	20
C.1	Approach & Methodology	10
C.2	Technical Presentation	10
TOTAL		100

#	PARAMETER	MAX. MARKS	EVIDENCE TO BE SUBMITTED
TOTAL		100	
A	Bidder Experience	58	
A.1	Relevant Resource Deployment Experience The Bidder / Lead bidder in case of consortium must have experience of deploying	25	Completed Projects: Bidder to submit Copy of work order / MSA / PO and Completion Certificate from the client.

#	PARAMETER	MAX. MARKS	EVIDENCE TO BE SUBMITTED
TOTAL		100	
	<p>resources in any IT/ITeS projects for a client in last 5 years.</p> <p>Project must include deployment of skilled onsite technical, functional, and coordination resources to support project management, functional validation, UAT facilitation, capacity building, and operational stabilization in alignment with the approved governance framework</p> <p>These work orders should be from any of the State/Central Government Departments /Organizations / Public Sector Undertakings.</p> <p><u>5 marks per project will be allotted. The bidder can submit a maximum of 4 projects. Maximum 20 marks will be awarded.</u></p> <p><u>Additionally, marks will be awarded as follows for the above-mentioned projects:</u></p> <ul style="list-style-type: none"> In case the above said experience is for an Indian Government / Indian PSU client – 2.5 Additional Marks per project. The bidder can submit a maximum of 2 projects. Maximum 5 marks will be awarded. <p>The additional criteria shall be evaluated only for the submitted projects (maximum 4).</p>		<p>In case of Ongoing Projects</p> <p>Bidder to submit Copy of work order / MSA / PO and proof of payment of the project(s)</p> <p>The chartered accountant's certificate to the above extent indicates the name of the firm, name of the client, total value of the project and payment received as on date is to be submitted</p> <p>In case of the project under Non - Disclosure Agreement (NDA), Company Secretary of the bidder or certifying authority of bidder should provide the certificate of completion + completion certificate from the client.</p> <p>Bidder to provide project details as per Tech Form 12</p>
A.2	<p>The Bidder / Lead bidder in case of consortium must have experience of deploying resources in projects for a client in last 5 years <i>having ERP implementation of project.</i></p> <p><u>5 marks per project will be allotted. The bidder can submit a maximum of 4 projects.</u></p>	25	<p>Completed Projects:</p> <p>Bidder to submit Copy of work order / MSA / PO and Completion Certificate from the client.</p> <p>In case of Ongoing Projects</p> <p>Bidder to submit Copy of work order / MSA / PO and proof of payment of the project(s)</p>

#	PARAMETER	MAX. MARKS	EVIDENCE TO BE SUBMITTED
TOTAL		100	
	<p><u>Maximum 20 marks will be awarded.</u></p> <p><u>Additionally, marks will be awarded as follows for the above-mentioned projects:</u></p> <ul style="list-style-type: none"> In case the above said experience is for an Indian Government / Indian PSU client – 2.5 Additional Marks per project. The bidder can submit a maximum of 2 projects. Maximum 5 marks will be awarded. 		<p>The chartered accountant's certificate to the above extent indicates the name of the firm, name of the client, total value of the project and payment received as on date is to be submitted</p> <p>In case of the project under Non - Disclosure Agreement (NDA), Company Secretary of the bidder or certifying authority of bidder should provide the certificate of completion + completion certificate from the client.</p> <p>Bidder to provide project details as per Tech Form 12</p>
A.3	<p><i>Certifications:</i></p> <p>In case if bidder / Lead Bidder having CMMI Level 5 (DEV) certification maximum of 5 marks will be awarded</p> <p>OR</p> <p>In case if bidder / Lead Bidder having CMMI Level 3 (DEV) certification maximum of 3 marks will be awarded</p>	8	<p>The certifications should be valid on the date of bid submission. In case of Service Providers where the CMMI certification is under renewal, the Bidder shall provide the details of the previous CMMI certification and the current assessment consideration in the Bid Process. Bidder to submit a valid CMMI certificate at the time of signing the contract (if selected) otherwise bidder will be disqualified. Bidder shall ensure that the certifications continue to remain valid till the end of the Agreement.</p>
B	Resource Requirements	22	
B.1	<p><i>Project Manager (Full Time) (01 Nos)</i></p> <p>B.E./B.Tech/MCA or equivalent with MBA/PGDM or equivalent from a recognized Institute/University on company payroll with at least 6-10 years of Total work experience</p> <p>Award of marks will be as follows:</p> <p>i. Experience of working on Projects as a Project Manager for scope as defined in the criteria A.1</p> <ul style="list-style-type: none"> 6 Projects: 6 Marks 	12	<p>Signed Technical Bid</p> <p>Please provide resource details as per format of "Tech Form 6: Profile of Resource"</p>

#	PARAMETER	MAX. MARKS	EVIDENCE TO BE SUBMITTED
TOTAL		100	
	<ul style="list-style-type: none"> • 4 – 5 Projects: 4 Marks • 2 – 3 Projects: 2 Marks • < 2 – 0 Marks <p>ii. Experience of working on Projects as a Project Manager for scope as defined in criteria A.2</p> <ul style="list-style-type: none"> • 6 Projects: 6 Marks • 4 – 5 Projects: 4 Marks • 2 – 3 Projects: 2 Marks • < 2: 0 Marks 		
B.2	<p>Junior Management Resource (02 Nos.)</p> <p>B.E./B.Tech/MCA or equivalent with MBA/PGDM or equivalent from a recognized Institute/University on company payroll with 0-3 years of work experience</p> <p>Award of marks will be as follows:</p> <p>i. Experience of working on Projects as for scope as defined in the criteria A.1</p> <ul style="list-style-type: none"> • 6 Projects: 5 Marks • 4 – 5 Projects: 3 Marks • 2 – 3 Projects: 2 Marks • < 2: 0 Marks 	10	<p>Signed Technical Bid</p> <p>Please provide resource details as per format of “Tech Form 6: Profile of Resource”</p>
C	Technical Solution	20	
C.1	<p>Approach & Methodology Implementation Approach (4 Marks)</p> <p>Detailed approach to Project Coordination & Governance, Documentation & Reporting, Functional Support, Capacity Building, QA/Compliance, and O&M.</p> <p>Governance & Risk</p>	10	<p>Signed Technical Bid</p> <p>Tech Form: 8 & 9</p>

#	PARAMETER	MAX. MARKS	EVIDENCE TO BE SUBMITTED
TOTAL		100	
	Management (3 Marks) Proposed governance structure, escalation matrix, risk register, and mitigation strategies. Resource Mobilization & Continuity Plan (2 Marks) Mobilization timelines, onboarding steps, knowledge transfer, retention strategy, and backup resource planning.		
C.2	Technical Presentation <ul style="list-style-type: none"> ○ Understanding of the project objective ○ Approach & methodology of the proposed solution ○ Demo of the proposed system ○ Question and Answers 	10	Presentation to Authorities of DGS (Inclusive of any site visit for designated DGS officials which could be done before or after the presentation). Evaluation of this shall be communicated accordingly to the committee for awarding of marks. The bidders are expected to present their key resources which will be leading the implementation and whose profiles would be evaluated by the evaluation committee

Please note that:

All Resources proposed by the Bidder should be Full Time Employee with the Bidder organization for a minimum of 6 months

Please note that:

Bidders must use only one response code per requirement.

In case of any unanswered response OR more than one response against any requirement it will be treated as “non-response”

While evaluating the key experts' CVs, 20% weightage shall be given for their educational qualifications and remaining 80% for relevance of their work experience. The client reserves the right to assign zero marks to any key expert not meeting the minimum requirements stipulated in the Terms of Reference, and to seek replacement of the proposed key expert with a better qualified expert in case the Bidder is selected for award of contract.

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

The minimum qualifying technical score is 70 out of 100. Financial proposals of only those Bidders shall be opened who obtain at least 70 marks in the technical evaluation.

10. Commercial Bid Evaluation

- i. The Financial Bids for technically qualified bidders (i.e., 70% marks) will be opened on the prescribed date in the presence of bidder representatives.
- ii. Only fixed price financial bids indicating total prices for all the deliverables and services specified in this bid document will be considered.
- iii. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- iv. Any conditional bid would be rejected.
- v. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".
- vi. Bidder should provide all prices as per the prescribed format provided in Annexure.
- vii. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (Zero) in all such fields.
- viii. All the prices (even for taxes) are to be entered in Indian Rupees ONLY (%age values are not allowed)
- ix. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/or payable. DGS shall consider all Taxes, Duties & Levies for the purpose of Evaluation
- x. DGS reserves the right to ask Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- xi. The Bidder needs to account for all Out-of-Pocket expenses related to Boarding, Lodging and other related items in the commercial bids. Any additional charges have to be borne by the bidder. For evaluation of Commercial Bids, the DGS shall make appropriate assumptions to arrive at a common bid price for all the Bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder
- xii. The price quoted in the Commercial Proposal shall be the only payment, payable by DGS to the successful Bidder for completion of the contractual obligations by the successful Bidder under the contract, subject to the terms of payment specified as in the proposed commercial bid or the one agreed between DGS and the Bidder after negotiations.
- xiii. It is mandatory to provide break up of all taxes, duties, and levies wherever applicable and/or payable. The taxes quoted in the offer should be as per the prevailing tax rates. Any subsequent increase in the tax rates or introduction of new tax will be paid by DGS. Similarly, any benefits arising due to downward revision in tax rates, or any exemptions availed by the Bidders organization should be passed on to DGS. The bid amount shall be inclusive of packing, forwarding, transportation, insurance till Go live, delivery charges and any other charges as applicable. Any other charges as applicable shall be borne by the bidder.
- xiv. Percentage (%) of taxes etc. if any, to be claimed shall be indicated in the Price bid, otherwise it will be presumed that rates are inclusive of all taxes and no plea would be accepted in this regard after opening of the tenders and during the validity of the contract.
- xv. The Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discounts of any type, indicated separately, will not be considered for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, DGS shall avail such discount at the time of award of Contract. For future purposes,

Unit prices of all individual components will be discounted accordingly (by the overall discount % in case overall discount % is given or by the individual component discount % in case item wise discount given) to arrive at component-wise unit prices.

11. Appointment of System Integrator

11.1. Award Criteria

- i. Evaluation criteria proposed to be adopted will be Quality cum Cost Based System (QCBS) where Technical Bid Score will get a weightage of 70% and Commercial Bid Score a weightage of 30%.
- ii. The bidder would be technically evaluated out of 100 marks. All the bidders who secure overall minimum of 70% (70 Marks out of 100 across all the components together) will be considered as technically qualified. Technical scores of all bidders will be calculated based on the following formula:
- iii. Technical Score of bidders (TS) = Technical Marks received by the bidder x 70%
- iv. The Bid having the Lowest Commercial Quote shall be termed as the Lowest Evaluated Bid and will be awarded 100 marks. Commercial score of all the other bidders will be calculated based on the following formula:

$$\text{Commercial score of bidder (CS)} = \frac{\text{Commercial Quote of the lowest bidder} \times 100 \times 30\%}{\text{Commercial Quote of the bidder}}$$

- v. Final Score of the bidder: Final Score of each bidding party will be computed by adding the technical score and Commercial Score on the basis of the following formula:
Total Score = TS + CS
- vi. The bidder whose bid has secured the "Highest Total Score" out of 100 as per above evaluation will be considered as best evaluated Bid. In case of a tie where two or more bidders achieve the same highest overall score, the bidder with the higher technical score will be invited first for negotiations
- vii. DGS is not bound to accept the best evaluated bid or any bid and reserves the right to accept any bid, wholly or in part.

Example demonstrating the calculation of Technical Score and Commercial Scores is provided below:

Bidder	Marks Received by bidder	Technical Score of bidders (TS)
Bidder 1	88	61.6
Bidder 2	90	63
Bidder 3	80	56
Bidder 4	95	66.5

Commercial Score of a bidder (CS) = {lowest discounted quote / Bidder's discounted quote}

X 100 (adjusted to 2 decimals)

Bidder	Commercial Quote Provided by Bidder	Calculation of commercial score	Commercial Score of Bidder (CS)
Bidder 1	110	$(110/110) * 100 * 30\%$	30
Bidder 2	140	$(110/140) * 100 * 30\%$	23.57
Bidder 3	160	$(110/160) * 100 * 30\%$	20.62
Bidder 4	130	$(110/130) * 100 * 30\%$	25.38

Total Score for each bidder

Bidder	Technical Score (TS)	Commercial Score (CS)	Total Score
Bidder 1	61.6	30	91.60
Bidder 2	63	23.57	86.57
Bidder 3	56	20.62	76.62
Bidder 4	66.5	25.38	91.88

The bidder with the highest final score shall be treated as the successful bidder. In the above example, Bidder 4 will be treated as successful bidder.

11.2. Right to Accept Any Proposal and To Reject Any or All Proposal(s)

DGS reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for DGS action.

11.3. Notification of Award

- Prior to the expiration of the validity period, DGS will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process has not been completed within the stipulated period, DGS may like to request the bidders to extend the validity period of the bid.
- The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee DGS will notify each unsuccessful bidder and return their EMD.

11.4. Contract Finalization and Award

- The written advice to any change shall be issued by DGS to the bidders up to 4 (four) weeks prior to the due date of commencement of services.
- The selected Bidder/s should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within 7 days of receipt of the communication.
- Upon notification of award to the successful Bidder, DGS will promptly notify each unsuccessful Bidder.

11.5. Performance Bank Guarantee

DGS will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to 3% of the total bid value and should be valid till 6 months post the Contract Period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. In case the Contract Term is extended, the Performance Bank Guarantee should also be extended within 15 days of approval of contract extension and should be valid till 6 months post the Contract Extension Term. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, DGS at its discretion may cancel the order placed on the selected bidder without giving any notice. DGS shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or DGS incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

11.6. Signing of Contract

After the DGS notifies the successful bidder that its proposal has been accepted, DGS shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between DGS and the successful bidder.

11.7. Failure to Agree with the Terms and Conditions of the RFP

- i. Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event DGS may award the contract to the retender as per CVC guidelines or call for new proposals from the interested bidders.
- ii. In such a case, the DGS shall invoke the PBG of the successful bidder.

12. Rejection Criteria

Besides other conditions and terms highlighted in the RFP document, bids may be rejected under following circumstances:

12.1. General Rejection Criteria

- i. Bids are not qualified under Pre-qualification criteria.
- ii. Bids submitted without or improper EMD
- iii. Bids received through Fax / E-Mail except wherever required
- iv. Bids which do not confirm unconditional validity of the bid as prescribed in the Tender
- v. If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process
- vi. Any effort on the part of a Bidder to influence DGS' s bid evaluation, bid comparison or contract award decisions
- vii. Bids received by the DGS after the last date for receipt of bids prescribed by the DGS
- viii. Bids without signature of person (s) duly authorized on required pages of the bid
- ix. Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
- x. If it is found that multiple bidders have submitted separate tenders/ quotations under different names of firms/ establishments but with common address for such establishments/ firms, are managed or governed by the same person/ persons jointly or severally, such tenders shall be liable for penal and legal action including blacklisting.

- xi. If it is found that firms have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/ establishment shall be forfeited. In addition, such firms/ establishments shall be liable at the discretion of the DGS for further penal action including blacklisting.
- xii. The Bidders not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of work, General Terms & Conditions and Service Level Agreements of this tender.
- xiii. Bidders not complying with the General Terms and conditions as stated in the Tender Documents.
- xiv. Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect.

12.2. Technical Rejection Criteria

- i. Technical Bid containing commercial details.
- ii. Revelation of Prices in any form or by any reason before opening the Commercial Bid
- iii. Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- iv. Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.
- v. Bidders not complying with the Technical and General Terms and conditions as stated in the Tender Documents.
- vi. The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.
- vii. If the bid does not conform to the timelines indicated in the bid.
- viii. Bidder not complying with the eligibility criteria.

12.3. Commercial Rejection Criteria

- i. Incomplete Price Bid
- ii. Price Bids that do not conform to the Tender's price bid format.
- iii. Total price quoted by the Bidder does not include all statutory taxes and levies applicable.
- iv. If there is an arithmetic discrepancy in the commercial bid calculations the bidder shall rectify the same. If the Bidder does not accept the correction of the errors, its bid may be rejected.
- v. For bids that appear to be abnormally low, the DGS shall seek clarification and detailed price analysis from the bidder to assess their capability to perform at the quoted price before making a rejection decision.
- vi. Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidders.
- vii. Revelation of Prices in any form or by any reason before opening the Commercial Bid

13. Constitution of Team

- i. Key Personnel involved in the project shall be on the permanent payrolls and have a minimum tenure of six months with the company of the Lead Bidder or any of the consortium members.
- ii. The bidder should have a defined hierarchy and reporting structure for various teams that would be part of the project.
- iii. All the concerned staff should log an attendance on a daily basis at their respective reporting location.

- iv. The bidder shall ensure that all the personnel identified for this project have high level of integrity. The bidder shall undertake necessary due diligence to ensure that the personnel have high standard of trustworthiness. The bidder should obtain an undertaking from each of the personnel assigned and the same should be submitted to the DGS or its nominated agencies/ partners as and when demanded by DGS or its nominated agencies/ partners. In addition, DGS could also get the background verification checks of the bidder personnel. Any information needed for this activity by DGS should be provided immediately by bidder.
- v. Bidder can provide additional manpower on the basis of their estimate of effort required to complete the scope of work given in of the tender.
- vi. The bidder should provide sufficient Non-Key Personnel to complete the scope of work. Bidder need not submit the names of such Non-Key Personnel along with the tender.
- vii. Bidder can offer more than one key personnel for a role to improve the quality of key personnel keeping in mind the scope of work as provided in the tender.
- viii. For successful completion and execution of project the bidder shall have to deploy minimum resources as provided in the table below.
- ix. The bidder is free to propose and deploy as many resources as possible apart from the below list for the successful and timely completion of the project. DGS or its nominated agencies / partners will provision space for Bidder personnel in its premises. For the key personnel working out of DGS' / its nominated agencies / partners office, DGS will provide them with basic office infrastructure like seating space, fan, etc. The bidder team is expected to bring their own laptops and data cards (as required).

#	Resource Category	Role	No. of Resources	Essential Qualifications
1.	Consultants with 6 years and < 10 years' experience	Senior Management Consultant	1	B.E./B. Tech/MCA or equivalent with MBA/PGDM or equivalent from a recognized Institute/University on company payroll.
2.	Consultants with 3 years and < 6 years' experience	Junior Management Consultant	2	B.E./B. Tech/MCA or equivalent with MBA/PGDM or equivalent from a recognized Institute/University on company payroll.

Section 5 – Terms of Reference

14. Organizational Background of DGS

The Directorate General of Shipping (DGS), an attached office of the Ministry of Ports, Shipping and Waterways, Govt. of India, deals in matters relating to merchant shipping. The DGS deals with all matters concerning the Maritime Administration, Maritime Education and Training, development of Shipping Industry and other related subjects.

This Directorate deals with implementation of shipping policy and legislation so as to ensure the safety of life and ships at sea, prevention of marine pollution, promotion of maritime education and training in co-ordination with the International Maritime Organization, regulation of employment and welfare of seamen, development of coastal shipping, augmentation of shipping tonnage, ination and certification of Merchant Navy Officers, Supervision and Control of the allied departments and officer under its administrative jurisdiction.

The details about DGS and its functions are available at website <https://www.dgshipping.gov.in>

15. Organizational Background of Seafarer's Welfare Fund Society (SWFS)

Seafarers' Welfare Fund Society (SWFS) was constituted in pursuance of the recommendations of a Special Sub-Committee set up by the National Welfare Board of Seafarers as per the provisions under the M.S. Act 1958 with the sole purpose of providing welfare facilities to seamen and to do all other such things as in the opinion of the society are conducive to the welfare of seamen including aged, invalidated, distressed or destitute seamen or the families of seamen. The general management and the control of business and the affairs of the Society is vested with the Committee of Management (COM) and all the Members of the CoM are nominated/ appointed by the Central Government (Ministry of Ports, Shipping and Waterways, MoPSW). The Director General of Shipping is the ex-officio Chairman of the Society.

SWFS is administratively controlled by the MoPSW, Govt. of India, through the Committee of Management (COM) which controls the business and affairs of the Society.

COM represents various interests connected with Indian Shipping fraternity and includes representatives of Govt. of India

- I. Director General of Shipping is the ex-officio Chairman.
- II. Vice Chairman is nominated by the Chairman.
- III. 4 members including Member Secretary & Member Treasurer are appointed by Central Govt.,
- IV. 5 members representing Indian and Foreign Ship-owners and
- V. 5 members representing Seafarers.

The Seafarer's Welfare Fund Society is a Central Organization for Welfare of Indian seafarers and their families. It is registered under the societies Registration Act 1960 and as a Trust under the Bombay Public Trust Act 1950. The main objects of the Society are to provide and maintain a fund by the name of the Seafarers' Welfare Fund as well as to give pensions, gratuities or charitable aid to employees or ex-employees of the society & their next of kin. The total number of beneficiaries for the three funds in SWFS are as follows -

Welfare Fund Eligible seafarer beneficiaries which are around 3900 from last 10 years data.

Gratuity Fund Eligible seafarer beneficiaries which are around 6500 from last 10 years data.

Admin Fund for salaries and office related expenses.

SWFS Existing Schemes

a. Welfare Schemes:

- i. Survival Benefit Scheme for Nominees of the Deceased Indian Seafarer who died during Off Article Period.

- ii. Invalidity Benefit Scheme for the Indian Seafarer
- iii. Maternity Benefit Scheme for the Indian Female Seafarer
- iv. Old Age Benefit Welfare Scheme for the Indian Seafarer
- v. Family Benefit Welfare Scheme for the Indian Seafarer
- vi. Ex-gratia Assistance on Death
- vii. Welfare scheme on the occasion of celebration of "Azadi ka Amrut Mahotsav" for providing one-time financial assistance to spouses of deceased seafarers.
- viii. Welfare scheme on the occasion of celebration of "Azadi ka Amrut Mahotsav" for providing super senior Indian seafarers who are 75 years above.
- ix. Grant-in Aid to Seamen's Clubs under the control of PO – MMD

Currently, to avail for any of the above-mentioned welfare schemes, the seafarer is required to manually submit their application form, downloaded and filled to SWFS Office either via post/ courier or in-person. After submission the office of SWFS checks the eligibility of that seafarer for that particular welfare scheme with the help of a checklist and all these processes take place manually. If all checks are cleared, only then the benefits of the Welfare Scheme is granted to the applicant.

Gratuity Scheme: As per bi-partite agreement made between the Indian National Ship-owners Association (INSA) and the Unions of Seafarers, the procedural arrangements for deposit of seafarers' Gratuity (for ratings only) have been made and accordingly the Indian Shipping companies/their manning agents are depositing the gratuity amount of rating seafarers with the SWFS on voyage-to-voyage basis. The SWFS is the custodian of the gratuity of the rating seafarers. The gratuity amount received from the companies is accounted under concerned individual seaman's gratuity account maintained in the 'Gratuity System Software' and is remitted to him with accumulated interest, on receipt of his application claim for withdrawal after his retirement/voluntary retirement/cancellation of CDC book.

The Seamen's Gratuity Fund amount is invested as per Ministry of Finance Investment guidelines. Further the 5% of the interest income earned on Gratuity fund investments is transferred to the Administration Fund for managing the gratuity accounts of the seafarers. The remaining amount of interest income/other income earned on investment of gratuity fund, is passed on to the seafarer's gratuity account, by way of interest on his gratuity contribution received, as per interest rate decided and approved by the CoM. As on date the SWFS is managing the gratuity of approximately 80,000 seafarers, which may increase gradually to 1,00,000 seafarers due to accepting the gratuity of Officers' rank seafarers w.e.f. 01.03.2024.

16. Purpose / Objectives

The purpose of this Request for Proposal (RFP) is to select a qualified agency to provide a dedicated Management Support Unit (MSU) for the successful implementation of the Enterprise Resource Planning (ERP) system at the Seafarers' Welfare Fund Society (SWFS).

The MSU will provide end-to-end program management, technical coordination, functional facilitation, documentation oversight, capacity building, and quality assurance support for the ERP implementation. It will serve as the nodal interface between SWFS, the selected System Integrator (SI), the Directorate General of Shipping (DG Shipping), and other stakeholders to ensure seamless coordination, timely execution, and quality delivery of the project.

The specific objectives of the MSU are as follows:

1. Program Management and Governance Support

- Assist SWFS and its ERP Core Team in executing the project through structured governance mechanisms.
- Facilitate milestone tracking, proactive issue resolution, and multi-stakeholder coordination to ensure timely progress.

2. Functional and Technical Facilitation

- Support requirements gathering, business process reengineering (BPR), and validation of functional and technical deliverables.
 - Enable effective engagement with user groups, functional experts, and technical teams for smooth implementation.
- 3. Monitoring and Reporting**
- Track project progress, risks, and issues using standardized tools.
 - Maintain escalation matrices, generate dashboards, and ensure data-driven reporting to the Project Steering Committee and DG Shipping.
- 4. Documentation and Audit Readiness**
- Establish and maintain a secure, centralized documentation repository.
 - Ensure traceability of decisions, approvals, and change requests, and prepare audit-ready documentation for internal and external reviews.
- 5. Capacity Building and User Adoption**
- Plan and coordinate training programs, awareness workshops, and change management initiatives.
 - Provide post-implementation handholding to ensure smooth user adoption and optimal system utilization.
- 6. Quality Assurance and Regulatory Compliance**
- Monitor adherence to defined quality benchmarks, General Financial Rules (GFR), MeitY guidelines, cybersecurity protocols, and applicable statutory and policy frameworks throughout the ERP lifecycle.

By achieving these objectives, the MSU will enable SWFS to transition to a digital-first operating model, enhancing transparency, efficiency, and responsiveness in delivering welfare services to Indian seafarers and their families.

17. Scope of Work

17.1. Project Coordination & Governance

The MU shall facilitate governance alignment, schedule management, and stakeholder coordination to ensure smooth implementation. Key responsibilities include:

- **Project Steering Support:**
Assist the Project Steering Committee (PSC) and SWFS ERP Core Team in organizing planning and review meetings. Prepare meeting agendas, circulate presentation materials, and document and archive minutes of meetings (MoM) with clear action items.
- **Stakeholder Coordination:**
Act as a liaison between SWFS, the Service Provider (SI), DG Shipping, auditors, and third-party entities. Collate inputs, circulate updates, and ensure timely resolution of issues through a structured escalation matrix.
- **Project Scheduling and Tracking:**
Develop and manage the master project schedule, including detailed activity tracking, interdependencies, and critical path items. Identify slippages and recommend corrective actions in collaboration with key stakeholders.
- **Risk and Issue Management:**
Maintain a comprehensive risk register and issue log. Perform periodic reviews and update mitigation strategies in coordination with SWFS and the SI.

- **Governance Framework Implementation:**
Institutionalize a governance model that includes milestone-based reviews, exception reporting, quality gates, and documentation of all decisions. Ensure version control of artifacts.
- **Communication and Documentation Management:**
Coordinate all formal communication, manage document workflows, and maintain an up-to-date document repository. Develop status dashboards and newsletters for internal circulation.

17.2. Documentation & Reporting

The MU will maintain detailed and traceable documentation to ensure transparency and audit compliance:

- **Minutes of Meetings (MoM):**
Record detailed and actionable MoMs for all project-related meetings, capturing participants, decisions, deadlines, and follow-ups. Ensure timely circulation and archival.
- **Progress Reporting:**
Design and populate structured templates for weekly, fortnightly, and monthly reporting. Highlight activities completed, milestones achieved, pending actions, and risk status.
- **Escalation Matrices and Issue Logs:**
Maintain logs tracking issues by severity, responsible parties, and resolution deadlines. Trigger escalations as per defined hierarchy.
- **Central Document Repository:**
Implement and manage a secure, access-controlled repository for all project deliverables, including FRS, SRS, UAT reports, user manuals, and configuration files.
- **Dashboards and MIS Reports:**
Generate and maintain dashboards and MIS reports to visualize KPIs, resource allocation, and compliance metrics for internal and external review.
- **Audit and Traceability Support:**
Maintain audit-friendly documentation with traceable logs, approvals, and change histories. Support both internal and third-party audit activities.

17.3. Capacity Building and Training Support

The MU will facilitate ERP adoption through structured training and awareness:

- **Training Needs Assessment:**
Identify training needs based on user roles and proficiency. Classify users to design role-specific training programs.
- **Training Program Coordination:**
Schedule, organize, and monitor training sessions. Manage logistics such as venue, devices, and attendance. Maintain training calendars.
- **Development and Dissemination of Training Materials:**
Assist in customizing manuals, SOPs, and tutorials. Ensure accessibility and ease of understanding across departments.
- **Awareness Workshops and Change Readiness:**
Conduct sensitization and orientation programs to prepare users for system transition and promote ownership.

- **Support During Pilot and Go-Live:**
Provide frontline support to users during system rollout. Address basic usage concerns and escalate unresolved technical issues.
- **Feedback Collection and Training Effectiveness:**
Collect structured feedback after training. Analyze training impact and recommend course corrections for future sessions.

17.4. Quality Assurance & Compliance

The MU will ensure quality standards and regulatory compliance throughout the project:

- **Adherence to Quality Benchmarks:**
Monitor project outputs against defined technical and usability benchmarks. Share quality reports with SWFS leadership.
- **Compliance with GFR and MeitY Guidelines:**
Ensure SI compliance with General Financial Rules (GFR), MeitY guidelines, and applicable e-Governance standards.
- **Information Security and Data Protection:**
Oversee implementation of data protection controls including encryption, backup, access management, and compliance with the IT Act.
- **Audit Preparation and Documentation:**
Prepare documentation for audit trails, including change logs, decisions, and approvals. Support audit team requirements.
- **Review of Deliverables and SLAs:**
Participate in deliverable reviews. Ensure alignment with SLAs and notify deviations to the concerned authorities.
- **Risk & Compliance Logs:**
Maintain updated compliance checklists and risk registers. Ensure escalations and resolutions are documented and tracked.

17.5. Support During Operations and Maintenance (O&M)

Post go-live, the Management Unit shall continue to support the SWFS in ensuring that the ERP system operates seamlessly and that all stakeholders are equipped to utilize the system effectively. The following responsibilities shall be undertaken during the Operations and Maintenance (O&M) phase:

- **Post-Go-Live Stabilization Support:**
Act as the primary coordination body during the transition from implementation to steady-state operations. Monitor early system usage, resolve initial user issues, and coordinate with the Service Provider (SI) for technical stabilization.
- **Incident and Ticket Resolution Coordination:**
Track, categorize, and escalate technical and functional incidents raised by users. Ensure timely resolution in alignment with agreed Service Level Agreements (SLAs). Maintain a ticket register and trend analysis for recurrent issues.
- **System Performance Monitoring:**
Liaise with the SI to review system uptime, performance, and availability. Flag any critical downtime, degraded performance, or user access issues to SWFS and coordinate resolution.
- **Periodic Reviews and Enhancements:**
Conduct fortnightly/monthly review meetings to assess ongoing performance, user feedback, and suggest system refinements or minor enhancements. Collate change requests and support SWFS in their prioritization.

- **Ongoing User Support and Refresher Training:**
Provide handholding support to users, especially for infrequently used features. Coordinate and facilitate refresher training sessions to address skill gaps or updates due to enhancements.
- **Compliance and Data Governance Monitoring:**
Ensure that data backup, audit logs, user access controls, and archival policies are being followed during the O&M phase. Coordinate with SWFS IT and audit teams to ensure continuous compliance.
- **Documentation Updates:**
Ensure that all user manuals, configuration documents, SOPs, and process flows are kept up to date with any changes implemented during O&M. Maintain logs of all updates and approvals.
- **Reporting and MIS Support:**
Assist SWFS in generating routine MIS reports, compliance dashboards, and performance summaries using ERP data. Ensure standardization and accuracy in output formats.

18. Roles and Responsibilities Matrix

#	Role	Designation	Key Responsibilities
1	Strategic Oversight & Coordination	Senior Management Consultant	<ul style="list-style-type: none"> • Lead the overall planning and coordination of the ERP implementation activities. • Interface with SWFS leadership, DG Shipping, and the Project Steering Committee. • Monitor project progress and risks; propose mitigation strategies. • Drive governance, compliance, and reporting frameworks. • Guide preparation of policies, change requests, and escalation processes. • Lead review of deliverables and SLA tracking. • Supervise integration requirements documentation with external systems (e.g., PFMS, HRMS, audit tools). • Provide oversight for Data Quality Assurance & Cleansing, ensuring accuracy and consistency in departmental data. • Guide the Finalization and Mapping of Master Data and ensure it aligns with ERP design. • Supervise Legacy System Documentation and approval-based version control. • Review all Regulatory and Compliance Documentation Mapping for audit and RTI alignment. • Validate Change Impact Documentation before submission.

#	Role	Designation	Key Responsibilities
			<ul style="list-style-type: none"> Oversee Digital Signature and Authentication Requirement Gathering.
2	Project Documentation & Communication	Senior Management Consultant	<ul style="list-style-type: none"> Supervise preparation of progress reports, minutes of meetings (MoM), and audit-ready documentation. Ensure quality assurance of project documents and compliance with GFR and MeitY standards. Maintain version-controlled repositories and approval trails. Develop standardized data collection templates and ensure timely submission from departments. Track all document versions and stakeholder signoffs for traceability (Version Control and Approval Trail Maintenance). Ensure all compliance documents are mapped against ERP modules (Regulatory & Compliance Documentation Mapping).
3	Stakeholder Management & Training Planning	Senior Management Consultant	<ul style="list-style-type: none"> Coordinate stakeholder engagements and feedback loops. Plan and oversee capacity building programs and change management activities. Ensure continuous support during go-live and post-implementation phases. Track training effectiveness and impact. Collate and verify Legacy System Documentation for ERP migration. Capture and validate Digital Signature and Authentication Requirements across departments. Liaise with departments to assess change management needs and support Change Impact Documentation.
4	Functional & Technical Facilitation	Junior Management Consultant	<ul style="list-style-type: none"> Conduct requirement gathering sessions, document functional workflows, and support BPR activities. Liaise with departments for validation of FRS/SRS. Coordinate UAT planning and defect tracking. Assist in change request documentation and domain knowledge transfer. Lead Data Quality Assurance & Cleansing for each department's submissions. Support in Master Data Finalization and Mapping with ERP vendor.

#	Role	Designation	Key Responsibilities
			<ul style="list-style-type: none"> Assist with populating ERP data templates and collecting departmental data (ERP Data Template Coordination). Document digital authentication roles and matrix for Digital Signature Requirements.
5	Schedule, Risk, and Issue Tracking	Junior Management Consultant	<ul style="list-style-type: none"> Maintain and update master project schedule, risk register, and issue log. Track action items and ensure timely escalation of unresolved issues. Support milestone tracking and governance documentation. Maintain and track ERP Data Template submission schedules. Maintain version control log and change documentation history (Version Control and Approval Trail Maintenance). Record issue logs and support impact analysis for Change Impact Documentation.
6	Training & Support Coordination	Junior Management Consultant	<ul style="list-style-type: none"> Manage training schedules, infrastructure readiness, and user participation. Assist in preparing SOPs, training manuals, and user guides. Provide first-line user support during pilot and go-live stages. Capture training feedback and usage metrics. Support refinement of documentation based on user feedback and training gaps. Collect live cases of usage requiring clarification for Change Impact Documentation updates.

19. Resource Requirements

- I. The bidder shall be responsible for sourcing the personnel and the management of all matters relating to such personnel, to carry out the responsibilities assigned to the bidder under the agreement with the bidder. In particular, these include:
 - a. Recruitment of the personnel possessing the qualifications prescribed in the RFP.
 - b. Training of the personnel.
 - c. Payment of salaries and benefits to the personnel on time
 - d. Meeting all statutory obligations / payments arising out of engaging the personnel.
 - e. Meeting all the liabilities arising out of the acts of the personnel

- II. Below table gives the indicative number of resources which need to be deployed for this project.

#	Resource Category	Role	No. of Resources	Essential Qualifications
1.	Consultants with 6 years and < 10 years' experience	Senior Management Consultant	1	B.E./B. Tech/MCA or equivalent with MBA/PGDM or equivalent from a recognized Institute/University on company payroll.
2.	Consultants with 0 years and < 3 years' experience	Junior Management Consultant	2	B.E./B. Tech/MCA or equivalent with MBA/PGDM or equivalent from a recognized Institute/University on company payroll.

- III. During the contract, if it becomes necessary to replace any of the Key Personnel, the bidder shall forthwith with due approval from DGS provide as a replacement, a person of equivalent or better qualifications and experience than the resource being replaced / or proposed in the bid.
- IV. The team proposed in the proposal should be on the rolls of the bidder(s) at the time of submission of the proposal. For any change of resource or any resource being proposed for operations, the bidder should submit the CV of the resource, at least 2 weeks in advance for DGS to decide on the replacement.

Support Provided by Client

- The client should provide office space to the Bidder's team. Laptops and peripherals are to be provided to its team by the Bidder.
- The client shall provide access to relevant documentation, reports, budget documents, etc. to enable Bidder's team to prepare a comprehensive vision document.
- The client shall grant necessary access permission to Bidder's team to visit DGS office and other parts of the premises for carrying out field visits.
- The client shall make available its conference hall facility to carry out offline and online consultations with stakeholders.

20. Project Plan and Payment Schedule

20.1. Timeline of Services

The Management Unit shall be engaged for an **initial period of twelve (12) months** from the date of onboarding. The engagement period may be **extended further** based on the evolving needs of the project, subject to:

- Satisfactory performance** of the Management Unit, as assessed through periodic reviews conducted by SWFS and the Project Steering Committee.

Any extension of services shall be formalized through an appropriate amendment to the contract or work order.

20.2. Deliverables

- The bidder has to deliver the following deliverables to DGS as part of an assurance to fulfil the obligations under the Payment schedule & meet the applicable SLA. The table given below may not be exhaustive and Bidder is responsible to provide all those deliverables which may be specified in this RFP but not listed here and those agreed by the Bidder in response to any request from DGS. The timelines for producing each of these deliverables will be in line and closely linked with the overall project timeline as indicated in the table above.

- ii. Any conflict with respect to project and/or deliverable timelines will have to be resolved by bidder in consultation with DGS and SWFS and approved by DGS. Thereafter the approved timelines will have to be adhered to by bidder, unless specified otherwise. It is to be noted that upon completion of Go-live, bidder is required to submit all the updated system design documents, specifications, source code, application deployment files, user manuals, administration manuals and all other applicable deliverables listed below.
- iii. Following is a brief description of the deliverables & expected submission timelines

#	Deliverable	Description	Frequency / Timeline
1	Monthly Progress Report	Comprehensive report outlining completed activities, milestone status, key risks/issues, change requests, action items, training conducted, and stakeholder feedback.	Monthly, by the 5th working day
2	Minutes of Meetings (MoM)	Detailed documentation of key decisions, action items, participants, and next steps from review meetings, stakeholder consultations, and technical discussions.	Within 48 hours of each meeting
3	Master Project Schedule & Tracker	Updated activity-wise implementation schedule with task dependencies, status indicators, and timelines.	Fortnightly
4	Risk & Issue Logs	Updated registers capturing current risks, mitigation measures, open issues, escalations, and resolutions.	Weekly updates; full log monthly
5	Training Calendar and Attendance Reports	Planned training schedule with session-wise details, participation logs, and feedback summaries.	Monthly and per training event
6	Change Request Register	Compiled log of all functional or technical change requests raised, approved, implemented, or deferred with reasons and supporting documentation.	As and when required; consolidated monthly
7	Centralized Document Repository	Structured and indexed repository of project documents (FRS, SRS, UAT reports, manuals, etc.) with version control and access logs.	Ongoing maintenance
8	Compliance & Audit Support Pack	Compilation of audit-ready documentation including approvals, logs, SOPs, and conformance certificates required for internal or external audits.	Before scheduled audits and quarterly
9	User Feedback & Adoption Report	Consolidated report on user satisfaction, training effectiveness, system adoption trends, and post-implementation support metrics.	Quarterly
10	Final Project Closure Report	A comprehensive report summarizing the project lifecycle, outcomes achieved, stakeholder feedback, challenges addressed, and recommendations for future improvements.	At project completion

20.3. Payment schedule

Payments will be released within 30 (thirty) days from the date of receipt of the invoice and supporting documents, subject to satisfactory verification and approval by SWFS.

20.4. Terms of payment

- i. In consideration of the obligations undertaken by the Bidder under this Agreement, and subject to the provisions herein, SWFS shall pay the Bidder for the services of deployed resources in accordance with the monthly billing cycle, based on approved attendance records, as per the Payment Schedule set out in this clause.
- ii. SWFS shall not be liable to make any payments in respect of services, deliverables, or obligations mentioned in the RFP and Agreement other than those expressly covered in the Payment Schedule. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs arising in the course of performance of obligations under the RFP and Agreement, including consultancy charges, infrastructure costs, project management charges, and all other related costs, inclusive of applicable taxes and duties, unless otherwise specified in this Agreement.

20.5. Invoicing and settlement

- i. The Bidder shall submit monthly invoices in accordance with the following:
 - a. Invoices shall be raised **at the end of each month** for the deployed resources, based on the verified and approved attendance records for that month.
 - b. Each invoice shall be supported by:
 - i. Resource-wise attendance records, duly certified by the designated SWFS authority.
 - ii. Any additional supporting documentation as may be reasonably required by SWFS.
- ii. Invoices shall be submitted only after due verification and approval of the attendance records by SWFS or its nominated agency.
- iii. Subject to fulfilment of the Bidder's obligations and acceptance of the services to the satisfaction of SWFS, payment shall be made within 30 (thirty) days of receipt of the invoice along with all requisite supporting documents.
- iv. Notwithstanding anything contained in sub-clause (iii) above, SWFS shall be entitled to withhold or delay payment of any invoice or part thereof in the event of a bona fide dispute. The withheld amount shall be limited to the disputed portion only, and SWFS shall notify the Bidder of such withholding within 10 (ten) days of receipt of the applicable invoice, stating the reasons for the dispute.
- v. The Bidder shall be solely responsible for making payment to its personnel, sub-contractors, Original Equipment Manufacturers (OEMs), and third parties engaged by it, and SWFS shall have no liability in this regard.

20.6. Taxes

- i. DGS shall be responsible for withholding taxes from the amounts due and payable to the bidder wherever applicable under extant law. The bidder shall pay for all taxes in connection with this Agreement, SLAs, scope of work and any other engagement required to be undertaken as a part of this Agreement, including, but not limited to, property, sales, use, excise, value-added, goods and services, consumption and other similar taxes or duties
- ii. DGS shall provide the bidder with the original tax receipt of any withholding taxes paid by DGS or its nominated agencies on payments under this Agreement within reasonable time after payment. The bidder agrees to reimburse and hold DGS or its nominated agencies harmless from and against any claims, losses, expenses

(including attorney fees, court fees) etc. arising out of deficiency (including penalties and interest) in payment of taxes that is the responsibility of the bidder.

- iii. If, after the date of this Agreement, there is any unforeseen change in the levies or rate of levy under the applicable laws of India with respect to indirect taxes and duties, which are directly payable by the bidder for providing the Deliverables/Services i.e. service tax or any such other applicable tax from time to time, which increase or decreases the cost incurred by the bidder in performing the Services, then the remuneration and reimbursable expense otherwise payable by the DGS under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made. However, in case of any new or fresh tax or levy imposed after submission of the proposal the bidder shall be entitled to reimbursement on submission of proof of payment of such tax or levy.

20.7. Adherence to Deliverables

- i. The bidder has to deliver the deliverables mentioned in Deliverables Schedule to DGS as part of an assurance to fulfil the obligations under the SLA. The table given in Project Timeline & Deliverables Schedule may not be exhaustive and bidder is responsible to provide all those deliverables which may be specified in this RFP but not listed here and those agreed by bidder in response to any request from DGS. The timelines for producing each of these deliverables will be in line and closely linked with the overall project timelines.
- ii. Any conflict with respect to project and/or deliverable timelines will have to be resolved by bidder in consultation with DGS and / or its designated agencies and approved by DGS. Thereafter the approved timelines will have to be adhered to by bidder, unless specified otherwise. It is to be noted that upon completion of Go-live, bidder is required to submit all the updated system design documents, specifications, source code, application deployment files, user manuals, administration manuals and all other applicable deliverables listed in Deliverables Schedule.

21. Annexure II – Bidding Forms

21.1. Tech Form 1: Letter of Proposal

The Consultant must prepare the Letter of Proposal on its letterhead clearly showing the Consultant'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:

Proposal 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 to the Request for Proposals, 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 provide, in conformity with the Request for Proposals, the following Consultancy Services: Selection of System Integrator for Complete ERP for development of **Seafarer's Welfare Fund Society**, Govt. of India.
4. Our final price offer is as submitted in our financial Proposal.
5. Our Proposal shall remain valid for 180 days from the last date of submission of the Proposal and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
6. We are not participating, as a Bidder or as a sub-Bidder, in more than one proposal in this bidding process;
7. We, along with any of our sub-Bidders, key experts or joint venture partners for any part of the contract, are not debarred by any Client under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous body, Authority by whatever name called under them;
8. 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;
9. We hereby certify that we neither are associated nor have been associated directly or indirectly with the Bidder 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;

10. 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;
11. 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;
12. 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;
13. We understand that this Proposal, 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
14. We understand that DGS is not bound to accept the highest evaluated Proposal or any other Proposal 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 Proposal:

Signature of the person named above

Date signed

21.2. Tech Form 2: Checklist of documents comprising Proposal

Document	Form	Included (Y/N)	Page No.
Covering Letter – Technical Bid	Please refer Tech 1		NA
Prequalification compliance sheet	Please refer Tech 17		
Bidder Details	Please refer Tech 2		
Financial Capabilities	Please refer Tech 3		
Profile of Resource	Please refer Tech 4		
Manpower Details	Please refer Tech 5		
Technical Solution	Please refer Tech 6		
Unpriced Bill of Material	Please refer Tech 18		NA
Approach and Methodology	Please refer Tech 7		
Project Plan and development	Please refer Tech 8		
Deployment of Personnel	Please refer Tech 9		
Details of Experience of Bidder in Various Projects	Please refer Tech 10		
List of Sub-Contractors and OEMs and their details	Please refer Tech 11		
Black-listing Certificate	Please refer Tech 12		
Format of Consortium Agreement	Please refer Tech 13		
Bank Guarantee for Earnest Money Deposit	Please refer Tech 14		
Certificate of Conformity / No Deviation	Please refer Tech 15		
Declaration for No Conflict of Interest	Please refer Tech 16		
Bid Security Declaration	Form of Bid security declaration		
Compliance sheet for Functional Requirements	Please refer Annexure Consolidated		
Compliance sheet for Technical Requirements	Please refer annexure Consolidated		

21.3. Tech Form 3: Technical Bid - Covering Letter

<<On Bidder / Lead Bidder Letterhead>>

Date:

To:

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

Subject: Selection of Management Support Unit (MSU) for Seafarer's Welfare Fund Society

Dear Sir,

We hereby request to be qualified with the Directorate General of Shipping as a Tenderer for **“Selection of Management Support Unit (MSU) for Seafarer's Welfare Fund Society.”**

I / We declare that all the services shall be performed strictly in accordance with the RFP documents, and we agree to all the terms and conditions in the RFP.

I / We confirm that I / we am / are withdrawing all the deviations, counter clauses, proposed modifications in the Scope of work, Terms and Conditions, Functional Requirement Specifications and Technical Specifications which may have been mentioned in our proposal.

We authorize Directorate General of Shipping or its authorized representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this purpose, we hereby authorize (any public official, engineer, bank, depository, manufacturer, distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by Directorate General of Shipping to verify statements and information provided in this application or regarding our competence and standing.

The names and positions of persons who may be contacted for further information, if required, are as follows:

Name: _____

Designation: _____

Telephone: _____

E-mail id: _____

We declare that the statements made, and the information provided in the duly completed application are complete, true and correct in every detail. On verification at any time in the future if it is found that information furnished with this application and statements made therein are not true, incomplete or incorrect, we hereby authorize Directorate General of Shipping to reject our application.

We confirm having submitted the information as required by you in Qualification Criteria. In case you require any other further information / documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

We undertake, if our proposal is accepted, to provide all the services related to **Selection of Management Support Unit (MSU) for Seafarer's Welfare Fund Society**, Put forward in the bid document or such features as may subsequently be mutually agreed between us and DGS or its appointed representatives.

- I. We agree for unconditional acceptance of all the terms and conditions set out in the bid document and also agree to abide by this bid response for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us with full force and virtue. Till a formal contract is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and Seafarer's Welfare Fund

Society (SWFS) .

- II. We hereby declare that in case the contract is awarded to us, we will submit Performance Bank Guarantee equivalent to 10 % of total contract value as quoted in the commercial bid in the form prescribed in the RFP.
- III. I/We understand that Directorate General of Shipping and Seafarer's Welfare Fund Society (SWFS) reserves the right to reject any application without assigning any reason thereof.
- IV. I/We hereby undertake that I/We have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
- V. All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents.
- VI. We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.
- VII. We understand that the actual payment would be made as per the existing tax rates during the time of payment.
- VIII. We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.
- IX. We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.
- X. In case you require any other further information/documentary proof before/during evaluation of our Tender, we agree to furnish the same in time to your satisfaction.
- XI. We declare that our Bid Price is for the entire scope of the work as specified in the tender document. These prices are indicated in Commercial Bid submitted as part of the requirements of Tender.
- XII. Our commercial proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.
- XIII. We understand you are not bound to accept any Proposal you receive.
- XIV. We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.
- XV. I/We shall disclose any payments made or proposed to be made to any intermediaries (agents, etc.) in connection with the bid.
- XVI. It is hereby confirmed that I/We are entitled to act on behalf of our corporation/ company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.
- XVII. We declare that we have read through the Tender document, all related clarifications and corrigendum.

Thanking you,
Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

Name :
Designation :
Date :
Company Seal :
Business Address :

21.4. Tech Form 4: Particulars of the Bidder (please fill separate sheet for each consortium member)

Sl No.	Information Sought	Details to be Furnished
A	Name and address of the bidding Company	
B	In case of consortium, please indicate name of Lead Bidder	
C	Incorporation status of the firm (public limited / private limited, etc.)	
D	Year of Establishment	
E	Date of registration	
F	ROC Reference No.	
G	Details of registration with appropriate authorities for service tax	
H	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

(Signature of the Authorized signatory of the Bidding Organization)

Name :
 Designation :
 Date :
 Company Seal :
 Business Address :

21.5. Tech Form 5: Financial Capability

<<To be completed by the Bidder / In case of consortium, by each partner as appropriate to demonstrate that they meet the requirements>>

<<On the letterhead of the Chartered Accountant >>

<<To be submitted along with Audited Financial Statements>>

Date

To:

Directorate General of Shipping

9th Floor, Beta Building,

i-Think Techno campus

Kanjurmarg (East), Mumbai - 400042

We have examined the books of accounts and other relevant records of <<Bidder / consortium Partner Name along with registered address>>. On the basis of such examination and according to the information and explanation given to us, and to the best of our knowledge & belief, we hereby certify that the annual turnover, Profit before Tax and Profit after tax for the three years i.e., from 2022-23, 2023-24 and 2024-25 was as per details given below:

Information from Balance Sheets (in Indian Rupees)			
	2022-23	2023-24	2024-25
Annual Turnover			
Profit before Tax			
Profit After Tax			

(Signature of the Chartered Accountant)

Name :

Designation :

Membership Number :

Date :

Company Seal :

Business Address :

21.6. Tech Form 6: Profile of Resource

Name of the employee																			
Name of the employer	<<Name of the Bidder / Consortium Member >>																		
Proposed position																			
Date of Birth																			
Nationality																			
Total years of relevant experience																			
Certifications	Note: Please attach copies of relevant certificates																		
Education	Qualification	Name of School / College / University		Degree Obtained	Date Attended														
	Note: Please attach copies of relevant certificates																		
Language	Language	Read	Write	Speak															
Employment Record	Employer	Position	From (MM / YYYY)	To (MM / YYYY)	Exp. in Months														
	<i>(Starting with present position list in reverse order)</i>																		
Relevant Experience	<p><i>(Give an outline on the experience most pertinent to tasks mentioned in the project. Describe degree of responsibility held on these relevant assignments). (Details shall be provided as per the number of project experience in the evaluation criteria specified in section 6.5 of the RFP. Bidders are expected to clearly state the total number of projects for the respective criterion as applicable.)</i></p> <p>Maximum 8 Projects:</p> <table border="1"> <tr> <td>Name of Assignment/Project</td> <td></td> </tr> <tr> <td>Year</td> <td></td> </tr> <tr> <td>Location</td> <td></td> </tr> <tr> <td>Client</td> <td></td> </tr> <tr> <td>Main project features</td> <td></td> </tr> <tr> <td>Positions held</td> <td></td> </tr> <tr> <td>Activities performed</td> <td></td> </tr> </table>					Name of Assignment/Project		Year		Location		Client		Main project features		Positions held		Activities performed	
Name of Assignment/Project																			
Year																			
Location																			
Client																			
Main project features																			
Positions held																			
Activities performed																			
Certification	<p>I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes myself, my qualifications, and my experience.</p> <p>Date: _____</p> <p>Place _____ Signature of the employee / Authorized Signatory</p>																		

21.7. Tech Form 7: Certificate from HR demonstrating its Organization Strength

<<On the letterhead of the Bidding Organization>>

<<In case of consortium, separate certificates to be submitted from respective HR authorized representatives>>

Date:

To:

Directorate General of Shipping

9th Floor, Beta Building,

i-Think Techno campus

Kanjurmarg (East), Mumbai - 400042

This is to certify that the number of full-time employees having experience in implementing all the major modules/solution components of the proposed solution in <<Organization Name>> is greater than <<Number>> as on DD/MM/YYYY

For <Organization Name>

HR Signature (with Organization Stamp)

HR Name

21.8. Tech Form 8: Technical Solution

The Bidder is required to describe the proposed Technical Solution in this section. The Technical Solution would be evaluated on the following broad parameters. The DGS/ SWFS reserves the rights to add, delete, or modify these parameters at any time during the Tender process, without assigning any reasons whatsoever and without being required to intimate the Bidders of any such change.

Clear articulation and description of the design and technical solution and various components

Extent of compliance to functional and technical requirements specified in the scope of work and in accordance with leading practices.

Technical Design and clear articulation of benefits to DGS of various components of the solution vis-à-vis other options available.

The Bidder should provide **detailed design** for the following listing all assumptions that have been considered:

- i. Proposed Solution, in detail (including various tools to be used)
- ii. Proposed Technical architecture
- iii. Capabilities of the proposed solution to address the functional requirements
- iv. Database design considerations
- v. Application Security Architecture
- vi. Cloud DC DR Considerations
- vii. Data Migration approach
- viii. Testing approach
- ix. Risk Management Plan

21.9. Tech Form 9: Approach & Methodology

- i. The Bidder should cover details of the methodology proposed to be adopted for planning and implementation of solutions relating to establishment of the DGS solution.
- ii. The Bidder may give suggestions on improvement of the scope of work given and may mention the details of any add on services related to this project over and above what is laid down in the tender document. List of deliverables should also be identified and explained.
- iii. The Bidder shall describe the knowledgebase, best practices and tools that will be used by the project team for the execution of scope of work activities.
- iv. The Bidder should cover details of the methodology proposed to be adopted for operations and maintenance of the DGS solution.
- v. The bidder shall cover the details for best practices from imparting similar kind of training for users in an organization similar to the DGS based on bidder's prior implementation experience in the same
- vi. Detailed Methodology and approach provided for training of the different stakeholders within DGS
- vii. Best practices from undertaking Change Management for users in an organization similar to DGS based on bidder's prior implementation experience in the same.
- viii. Detailed Training Plan indicating the number of training sessions, batch sizes and number of batches with respect to all the stakeholders, and all different kinds of training vis-à-vis the requirements in the tender.
- ix. Project Methodology should contain, but not limited to the following
 - Overall implementation methodology (Objective of phases, deliverables at each phase, etc.)
 - Methodology for performing business design
 - Methodology for quality control and testing of configured system
 - Methodology of internal acceptance and review mechanism for deliverables by the bidder.
 - Proposed Acceptance criteria for deliverables
 - Methodology and approach along with proposed tools and processes which will be followed by the bidder during project implementation
 - Change Management and Training Plan
 - Risk and Quality management plan

21.10. Tech Form 10: Project Plan & Deployment of Personnel

S. No	Item of Activity	Month-Wise Program					
		M1	M2	M3	M4	M5
1	Activity 1						
1.1	Sub-Activity 1						
1.2	Sub-Activity 2						
2	Activity 2						
	..						
3	Activity 3						
3.1	Sub-Activity 1						
3.2	Sub- Activity 2						

Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Bidder approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

Duration of activities shall be indicated in the form of a bar chart.

Note: The above activity chart is just for the purpose of illustration. Bidders are requested to provide detailed activity & phase wise timelines for executing the project with details of deliverables & milestones as per their proposal.

21.11. Tech Form 11: Format of Deployment of Personnel

The Bidder should provide a detailed resource deployment plan in place to ensure that technically qualified staff is available to deliver the project.

The Bidder should provide the summary table of details of the manpower that will be deployed on this project along with detailed CVs of each key personnel

No.	Name of Staff	Education Qualification and Designation	Area of Expertise	Deployment Period (In Months)						Total Man-Months Proposed	Full Time/ Part Time
				M1	M2	M3	M4	M5	n		
1											
2											
3											

21.12. Tech Form 12: Details of Experience of Bidder in Various projects

The bidder should provide information for each project on similar assignments required for pre-qualification and technical evaluation criteria as per the format mentioned below

Sr. No.	Credential for < Prequalification Criteria No. / Technical Criteria No>					
	Name of the Organization - <<Name of the Bidder / Consortium Member that have executed / executing the project>>					
	Parameter	Details				
General Information						
	Customer Name					
	Name of the contact person and contact details for the client of the assignment					
	Whether client visit can be organized	(YES / NO)				
Project Details						
	Project Title					
	Start Date and End Date					
	Date of Go-Live					
	Total Cost of the project					
	Current Status (Live / completed / on-going / terminated / suspended)					
	No of staff provided by your company					
	Please indicate the current or the latest AMC period with the client (<i>From Month –Year to Month-Year</i>)					
	Please indicate whether the client is currently using the implemented solution					
Size of the project						
	Number of total users and concurrent users of the solution at the client location(s):	<table border="1"> <tr> <td>Total users</td> <td></td> </tr> <tr> <td>Concurrent users</td> <td></td> </tr> </table>	Total users		Concurrent users	
Total users						
Concurrent users						
	Training responsibilities of Bidder					
	Any other information to be shared with DGS					
Narrative Description of the Project:						
Detailed Description of actual services provided by Bidder:						
Documentary Proof:						

21.13. Tech Form 13: List of Sub-Contractors and their details

List of Sub-Contractors

Sr. No.	Role	Name of Sub-Contractor / OEM	Responsibility	Products/Services Offered

(Signature of the Authorized signatory of the Bidding Organization)

Name :
 Designation :
 Date :
 Company Seal :
 Business Address :

21.14. Tech Form 14: Details of ineligibility for corrupt or fraudulent practices / blacklisted with any of the Government or Public Sector Units

<<On the letterhead of the Bidding Organization>>

<<In case of consortium, separate certificates to be submitted from respective authorized representatives>>

Date:
 To:
 Directorate General of Shipping
 9th Floor, Beta Building,
 i-Think Techno campus
 Kanjurmarg (East), Mumbai - 400042

Subject: Declaration for not being under an ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government or Public Sector Units in India

Dear Sir,

We, the undersigned, hereby declare that
 We are not under a declaration of ineligibility / banned / blacklisted by any State or Central Government / any other Government institutions in India for any reason as on last date of submission of the Bid or convicted of economic offence in India for any reason as on last date of submission of the Bid

Thanking you,
 Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

Name :
 Designation :
 Date :
 Company Seal :
 Business Address :

21.15. Tech Form 15: Format for Consortium Agreement

<<On the letterhead of the Bidding Organization>>

<<In case of consortium, separate certificates to be submitted from respective authorized representatives>>

[Date]

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

Sir,

Sub: Declaration on Consortium

I / We as Lead Partner of the Consortium, hereby declare the Roles and Responsibilities of the Consortium members:

Sr. No.	Member	Role	Responsibilities

I / We understand that as Lead Partner, I / we are be responsible for executing at least one component of the scope of work from the following components:

1. Application Development and Maintenance
2. Transitioning and Change Management

I / We understand that if this information / declaration is found to be false or incorrect, Directorate General of Shipping reserves the right to reject the Bid or terminate the Contract with us immediately without any compensation to us.

Yours faithfully,
Authorized Signatory of the Lead Partner
Designation
Date
Time
Seal
Business Address

Pre-qualification Bid Forms

21.16. Tech Form 16: Bank Guarantee for Earnest Money Deposit

WHEREAS _____ (Name of Tenderer) (hereinafter called 'the tenderer') has submitted its tender dated _____ (date) for the execution of _____ (Name of work) (hereinafter called 'the tender')

KNOW ALL MEN by these presents that we _____ (Name of Bank) having our registered office at _____ (hereinafter called 'the Bank') are bound unto the Directorate General of Shipping, Mumbai appointed by Government of India under Merchant Shipping Act 1958 (hereinafter called 'the Employer') in the sum of Rs. _____/- (Rs. _____) for which payment well and truly to be made to the said Employer the Bank binds itself, its successors and assigns by these presents.

The CONDITIONS of this obligation are

If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or

If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of Tender Validity;

fails or refuses to execute the Agreement, if required; or

fails or refuses to furnish the Performance Security, in accordance with the General Conditions of Contract.

We undertake to pay the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date upto _____ (it shall be valid upto one eighty (180) days after the date of expiry of the period of tender validity), and any demand in respect thereof should reach our _____ branch situated in Mumbai limits for encashment not later than the date of expiry of this guarantee.

Dated _____ day of _____ 2020

Name of the Bank

Signature & Name & Designation

Seal of the Bank

21.17. Tech Form 17: CERTIFICATE OF CONFORMITY/ NO DEVIATION

<<To be submitted on the Company Letter head of the Lead Bidder>>

Date:

To:

Directorate General of Shipping

9th Floor, Beta Building,

i-Think Techno campus

Kanjurmarg (East), Mumbai – 400042

This is to certify that, the specifications of Software/ hardware which I/ We have mentioned in the technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the RFP and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

Name :

Designation :

Date :

Company Seal :

Business Address :

21.18. Tech Form 18: Format – Declaration for No Conflict of Interest

<<To be submitted on the Company Letter head of the Lead Bidder>>

Date:

To

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

Sir,

Sub: Undertaking on No Conflict of Interest

I / We as System Integrator (SI) do hereby undertake that there is absence of, actual or potential conflict of interest on our part, on part of our Consortium partner (in case of a Consortium) due to prior, current, or proposed contracts engagements, or affiliations with Directorate General of Shipping, Government of India.

I / We also confirm that there are no potential elements (time frame for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements of this RFP.

We undertake and agree to indemnify and hold Directorate General of Shipping, Government of India harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees & fees of professionals, reasonably) Directorate General of Shipping, Government of India and / or its representatives, if any such conflict arises later.

Yours faithfully,

Authorized Signatory

Designation

Date

Time

Seal

Business Address

21.19. Tech Form 19: Compliance Sheet for Pre-Qualification Proposal

The Bidder is required to fill relevant information in the format given below. The pre-qualification bid must contain documentary evidences and supporting information to enable DGS to evaluate the eligibility of the Bidder without ambiguity.

Sr. No	Eligibility Criteria	Documents / Information to be provided in the submitted proposal	Compliance (Yes / No)	Reference & Page Number
1.	EC1			
2.	EC2			
3.	EC3			
4.	EC4			
5.	EC5			
6.	EC6			
7.	EC7			
8.	EC8			
9.	EC9			

21.20. Tech Form 20: Bid Security Declaration

{Use Company Letterhead}

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

Section 6 – Service Level Agreement

1. Purpose

This SLA defines the expected service levels, performance metrics, and reporting obligations of the selected bidder (Management Support Unit – MSU) for supporting the implementation and O&M of the ERP system at the Seafarers' Welfare Fund Society (SWFS).

2. Service Scope under SLA

The SLA covers services including but not limited to:

1. Program Management & Governance Support
2. Functional & Technical Facilitation
3. Monitoring, Reporting & Documentation
4. Capacity Building & User Adoption Support
5. Quality Assurance & Compliance Tracking

3. Performance Metrics & Targets

Service Parameter	Measurement Criteria	Target / SLA	Penalty for Breach
Resource Deployment	% of approved resources deployed as per contract	100%	Pro-rata deduction for non-deployment beyond 5 days
Availability of Deployed Resources	Attendance record per month	≥ 95%	Pro-rata deduction for shortfall
Reporting & Documentation	Submission of weekly/monthly reports & dashboards	100% compliance	1% monthly payment deduction per delayed/omitted report
Issue Resolution Support	Time to provide inputs/clarifications to SI & SWFS	Critical – ≤ 4 hrs, Medium – ≤ 1 day, Low – ≤ 2 days	₹500 per day of delay per incident
Capacity Building Sessions	Number of sessions conducted as per plan	≥ 95% of planned sessions	1% monthly deduction per missed session
Quality of Deliverables	Acceptance without rework from SWFS/DGS	≥ 90% acceptance on first submission	2% deduction for repeated rework cases (>2 in a month)

4. Reporting & Review Mechanism

- **Weekly Progress Review** with SWFS ERP Core Team.
- **Monthly Performance Review** with SWFS/DGS.
- **Quarterly SLA Compliance Report** submitted by the bidder.

5. Payment Terms

- Monthly billing based on approved attendance of deployed resources.
- Invoice to be submitted with verified attendance records and activity reports.
- Payment within 30 days of invoice approval, subject to SLA compliance deductions.

6. Penalty Cap

Total SLA penalties in any given month shall not exceed 10% of the monthly invoice value.

7. Review & Revision

SLA terms may be reviewed and revised mutually every 6 months based on project progress and operational requirements.

8. SLA Change Control

8.1. General

It is acknowledged that this SLA may change as DGS's/ SWFS's business needs evolve over the course of the contract period. As such, this document also defines the following management procedures:

- i. A process for negotiating changes to the SLA.
- ii. An issue management process for documenting and resolving particularly difficult issues.
- iii. DGS/SWFS and Bidder management escalation process to be used in the event that an issue is not being resolved in a timely manner.
- iv. Any changes to the levels of service provided during the term of this agreement will be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to this document and consequently the contract.

8.2. SLA Change Process

Both the parties may amend this SLA by mutual agreement in accordance. Changes can be proposed by either party. Normally the forum for negotiating SLA changes will be DGS's/SWFS monthly review meetings.

8.3. Version Control

All negotiated SLA changes will require changing the version control number. As appropriate, minor changes may be accumulated for periodic release (e.g. every quarter) or for release when a critical threshold of change has occurred.

1.1. Management Escalation Procedures

The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lowest possible management level. Implementing this procedure ensures that DGS and Bidder management are communicating at the appropriate levels. Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame.

- All issues would be raised to the project management team, which is completely responsible for the day-to-day aspects of the implementation. The project management team shall classify the issues based on their severity level and resolve them within appropriate timelines.
- If project management team is unable to resolve an issue, the issue would be escalated to the top management with options/ risks detailed for decision. Top management will make decisions based on the options/ risks presented.
- In case one or both the parties are unsatisfied with the decision of the top management of the DGS, the dispute will be resolved as specified in this RFP

1.2. Updating of this Agreement

- a) The Parties anticipate that this Agreement shall need to be re-evaluated and modified to account for changes in work environment and technology from time to time. Hence, they hereby agree to revise the terms of the Agreement on an annual basis.
- b) The Parties hereby agree upon the following procedure for revising this Agreement:
 - i. Any and all changes to this Agreement will be initiated in writing between the Buyer and the Implementation Agency, the service levels in this Agreement shall be considered to be standard for the Buyer and shall only be modified if both Parties agree to an appended set of terms and conditions.
 - ii. Only the Buyer or the Bidder may initiate a revision to this Agreement.
 - iii. A notice of the proposed revision ("SLA Change Request") shall be served to the Buyer or the Bidder as the case may be.
 - iv. The SLA Change request would be deemed to be denied in case it is not approved within a period of 45 days.
 - v. In the event that Buyer/Bidder approves of the suggested change the change shall be communicated to all the Parties and the SLA
 - vi. Change request would be appended to the Agreement.

The Buyer shall update and republish the text of Agreement annually to include all the SLA Change Requests that have been appended to the Agreement during the course of the year. Such republished Agreement shall be circulated to all the Parties within <***> days of such change taking place

1.3. Document History

All revisions made to this Agreement shall be listed in chronological order as per the format set out below and a copy of the same shall be provided to the Parties:

Version	Date	Description of Changes
<***>	<***>	<***>

1.4. Scope of Services

- a) Bidder shall ensure that Services are available as per the requirements of the project;
- b) Bidder shall provide support services for addressing problems related to the provision of services through the POC. Such POC shall be available over telephone on <***> number / email 24 hours a day, 7 days a week
- c) Bidder guarantees that he shall achieve the Service Levels for the Project;
- d) Bidder shall be liable to Service Credits in case of failure to comply with the Service Levels. However, any delay not attributable to the Implementation Agency shall not be taken into account while computing adherence to the Service Levels.

1.5. Performance Review

The POC's of both the Buyer and the Implementation Agency shall meet on a quarterly basis to discuss priorities, service levels and system performance. Additional meetings may be held at the request of either the Bidder or the Buyer. The agenda for these meetings shall be as follows:

- a) Service performance.

- b) Review of specific problems/exceptions and priorities; and
- c) Review of the operation of this Agreement and determine corrective action to overcome deficiencies.

1.6. Indemnities

The Parties agree to indemnify each other under this Agreement in accordance with the terms and principles set out in the MSA.

1.7. Dispute Resolution

Any dispute, difference or claim arising out of or in connection with the Agreement which is not resolved amicably shall be decided in accordance with the dispute resolution procedure as set out in the MSA.

1.8. Miscellaneous

a) Assignment and Charges

This Agreement shall be binding on and ensure for the benefit of each Party's successors in title. No Party shall assign or declare any trust in favor of a third party over, all or any part of the benefit of, or its rights or benefits under, this Agreement.

b) Governing Law and Jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at the State of Maharashtra shall have jurisdiction over matters arising out of or relating to this Agreement.

c) Waiver of sovereign immunity

The Parties unconditionally and irrevocably:

- i. agree that the execution, delivery and performance by them of the Agreement constitute commercial acts done and performed for commercial purpose.
- ii. agree that, should any proceedings be brought against a Party or its assets, property or revenues in any jurisdiction in relation to the Agreement or any transaction contemplated by the Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of such Party with respect to its assets.
- iii. waive any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- iv. consent generally to the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

d) Variation

This Agreement may only be varied in writing and signed by both Parties

e) Waiver

Waiver including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this

Agreement: -

- i. Shall be in writing
- ii. Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement.
- iii. Shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and
- iv. Shall not affect the validity or enforceability of this Agreement in any manner.

f) Exclusion of implied warranties

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

g) Survival

- Termination or expiration of the Term shall:
 - i. not relieve the Bidder or the Buyer, as the case may be, of any obligations hereunder which expressly or by implication survive hereof; and
 - ii. except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or expiration or arising out of such termination or expiration.
- All obligations surviving termination or expiration of the Term shall cease on termination or expiration of the Term.

h) Entire Agreement

This Agreement and the Annexure together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
For and on behalf of the Implementation
Agency by DGS

(Signature)

SIGNED, SEALED AND DELIVERED
For and on behalf of the Nodal
Agency by:

(Signature)

(Name): Shri.
(Designation):

(Name)
(Designation)

(Address)

(Address)

(Fax No.)

(Fax No.)

In the presence of:

- 1.
- 2.

Section 8 – General Conditions of Contract (GCC)

1. General Provisions	
1.1 Definitions	<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"> a) “Completion Date” means the date of completion of the Services by the Bidder as certified by the Client; b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract, as named in SCC; c) “Contract Price” means the financial proposal of the successful Bidder duly accepted by the client; d) “Client” means the agency, as named in SCC, that signs the Contract for the Services with the Selected Bidder; e) “Bidder” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract as specified in SCC; f) “Day” means a working day unless indicated otherwise. g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other Experts of the Bidder, Sub-Bidder or JV member(s) assigned by the Bidder to perform the Services or any part thereof under the Contract; h) “GCC” means these General Conditions of Contract; i) “Party” means the Client or the Bidder, as the case may be, and “Parties” means both of them; j) “Bidder’s Proposal” means the completed Request for Proposals submitted by the Bidder to the Client; k) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented; l) “Services” means the work to be performed by the Bidder pursuant to this Contract, as described in Appendix A – Terms of Reference; m) “Third Party” means any person or entity other than the Government, the Client, the Bidder or a Sub-Bidder.
1.2 Applicable Law	The Contract shall be interpreted in accordance with the laws of the Union of India.
1.3 Language	This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.4 Notices	Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC . The term “in writing” means communicated in written form with proof of receipt. A notice shall be effective from the date of delivery or on the notice’s effective date, whichever

	is later. In case of electronic mode of communication, a notice shall be effective from the time of sending of the electronic communication.
1.5 Location	The Services shall be performed at such locations as are specified in Appendix A hereto
1.6 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Bidder may be taken or executed by the officials specified in the SCC .
1.7 Authority of Member in Charge	In case the Bidder is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Bidder's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
1.8 Taxes and Duties	The Bidder and their Experts shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.
1.9 Code of Integrity	<p>a) The Client, the Bidder and their representatives shall strictly adhere to the code of integrity as stipulated under GFR 175.</p> <p>b) The Client requires the Bidder to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract</p>
2. Commencement, Completion, Modification, and Termination of Contract	
2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC .
2.2 Commencement of Services	
2.2.1 Program	Before commencement of the Services, the Bidder shall submit to the Client 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.
2.2.2 Starting Date	The Bidder shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC .

2.3 Intended Completion Date	Unless terminated earlier pursuant to Sub-Clause 2.6, the Bidder shall complete the activities by the Intended Completion Date, as is specified in the SCC . If the Bidder does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
2.4 Modification	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
2.4.1 Change Request	<p>Any requirement for Change Requests (CRs) shall be formally communicated in writing by the Competent Authority of the Directorate General of Shipping (DGS) to the selected Bidder / Lead Bidder, in case of a consortium. Upon receipt of a formal CR from DGS, the Bidder / Lead Bidder shall, within a reasonable time as specified by DGS, submit the following to DGS for review and approval:</p> <ul style="list-style-type: none"> a. Technical feasibility of implementing the Change Request; b. Effort estimation required for the proposed changes; c. Financial implication/cost associated with the same; d. Proposed schedule and timeline for delivery and implementation. <p>The response submitted by the Bidder / Lead Bidder shall be evaluated by DGS. Based on such evaluation, DGS may issue formal approval for incorporation of the CR in the project scope. Only upon receipt of such formal written approval from DGS, the Bidder / Lead Bidder shall proceed with the implementation of the approved Change Request and raise the corresponding invoice as per agreed terms.</p> <p>The cumulative value of such Change Requests shall not exceed twenty percent (20%) of the Contract Value, which shall be computed based on the bid value submitted by the Bidder and accepted by DGS or its nominated agency(ies), or as otherwise decided and approved by DGS or its nominated agency(ies).</p>
2.5 Force Majeure	
2.5.1 Definition	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered

<p>2.5.2 No Breach of Contract</p> <p>2.5.3 Extension of Time</p>	<p>impossible under the circumstances.</p> <p>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.</p> <p>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.</p>
<p>2.6 Termination</p>	
<p>2.6.1 By the Client</p> <p>2.6.2 By the Bidder</p>	<p>The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Bidder, 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"> a. if the Bidder does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing; b. if the Bidder become insolvent or bankrupt; c. if, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or d. if the Bidder, in the judgment of the Client has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract. <p>The Bidder may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:</p> <ul style="list-style-type: none"> a. if the Client fails to pay any monies due to the Bidder pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Bidder that such payment is overdue; or b. (b)if, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
<p>3. Obligations of the Bidder</p>	
<p>3.1 General</p>	<p>The Bidder shall perform the Services in accordance with the Specifications and the Terms of Reference, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the</p>

	<p>Services, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Bidders or third parties.</p>
3.2 Conflict of Interests	<p>3.2.1 The Bidder shall hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p> <p>3.2.2 The Bidder agrees that, during the term of this Contract and after its termination, the Bidder and any entity affiliated with the Bidder 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> <p>3.2.3 The payment of the Bidder pursuant to GCC shall constitute the Bidder's only payment in connection with this Contract and the Bidder shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Bidder shall use its best efforts to ensure that any Sub-Bidders, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.</p> <p>3.2.4 Furthermore, if the Bidder, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Bidder shall comply with the applicable rules and guidelines of the Government of India, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Bidder in the exercise of such procurement responsibility shall be for the account of the Client.</p> <p>3.2.5 The Bidder shall not engage, and shall cause its Experts as well as its Sub-Bidders not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p> <p>3.2.6 The Bidder has an obligation and shall ensure that its Experts and Sub-Bidders shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract.</p>
3.3 Confidentiality	<p>Except with the prior written consent of the Client, the Bidder and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.</p> <p>In the event that the Firm or its representatives are requested</p>

	<p>pursuant to, or required by, applicable law or regulation or by legal or administrative process to disclose any Confidential Information, or where the Firm wishes to disclose to its professional indemnity insurers or to its advisers, the Firm agrees that it will, as far as is legally and practically possible, provide the Client with prompt notice of such request or requirement in order to enable the Client to seek an appropriate protective order or other remedy. In the event that such protective order or other remedy is not obtained, the Firm or its representatives, as the case may be, shall disclose only the portion of the Confidential Information which is legally or professionally required to be disclosed.</p>
<p>3.4 Insurance to be Taken Out by the Bidder</p>	<p>The Bidder (a) shall take out and maintain, and shall cause any Sub-Bidders to take out and maintain, at its (or the Sub-Bidders', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid. The Bidder shall ensure that such insurance is in place prior to commencing the Services.</p>
<p>3.5 Bidder's Actions Requiring Client's Prior Approval</p>	<p>The Bidder shall obtain the Client's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> a. entering into a subcontract for the performance of any part of the Services, b. changing the Program of activities; and c. any other action that may be specified in the SCC.
<p>3.6 Reporting Obligations</p>	<p>The Bidder shall submit to the Client the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.</p>
<p>3.7 Documents Prepared by the Bidder to Be the Property of the Client</p>	<p>3.7.1 All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Bidder in accordance with Sub- Clause 3.6 shall become and remain the property of the Client, and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Bidder 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> <p>3.7.2 If license agreements are necessary or appropriate between the Bidder and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Bidder shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the</p>

	program(s) concerned.
4. Bidder's Experts	
4.1 Description of Key Experts	The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Bidder's Key Experts are described in Appendix B. The Key Experts listed by title as well as by name in Appendix B are hereby approved by the Client.
4.2 Removal and/or Replacement of Experts	<p>4.2.1 Except as the Client may otherwise agree, no changes shall be made in the Key Experts. If, for any reason beyond the reasonable control of the Bidder, it becomes necessary to replace any of the Key Experts, the Bidder shall provide as a replacement a person of equivalent or better qualifications.</p> <p>4.2.2 If the Client finds that any of the Experts have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Experts, then the Bidder shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.</p> <p>4.2.3 In the event that any of Key Experts, Non-Key Experts or Sub-Bidders is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Bidder to provide a replacement.</p> <p>4.2.4 The Bidder shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Experts.</p> <p>4.2.5 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Bidder's written request and due to circumstances outside the reasonable control of the Bidder, including but not limited to death or medical incapacity. In such case, the Bidder shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.</p>
5. Obligations of the Client	
5.1 Assistance and Exemptions	The Client warrants that the Bidder shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client shall use its best efforts to provide the Bidder such assistance and exemptions as specified in the SCC .
5.2 Services, Facilities and Property of the Client	The Client shall make available to the Bidder and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the

	Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.
5.3 Counterpart Personnel	<p>5.3.1 The Client shall make available to the Bidder free of charge such professional and support counterpart personnel, to be nominated by the Client with the Bidder's advice, if specified in Appendix A.</p> <p>5.3.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Bidder. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Bidder that is consistent with the position occupied by such member, the Bidder may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.</p>
5.4 Payment Obligation	In consideration of the Services performed by the Bidder under this Contract, the Client shall make such payments to the Bidder for the deliverables specified in Appendix A and in such manner as is provided by GCC 6 below.
5.5 Change in the Applicable Law	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clause 6.1.
6. Payments	
6.1 Contract Price	<p>6.1.1 The Bidder's Contract Price shall be a fixed lump-sum net of all costs incurred by the Bidder in carrying out the Services described in Appendix A. The Contract Price is set forth in the SCC. The Contract price breakdown is provided in Appendix C.</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 Appendix A.</p>
6.2 Taxes and Duties	<p>6.2.1 The Bidder, Sub-Bidders and Experts are 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 as stated in the SCC, the GST is reimbursed to the Bidder.</p>
6.3 Mode of Billing and Payment	<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 in</p>

	<p>lump-sum installments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC.</p> <p>6.3.3 The Client shall pay the Bidder 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 Bidder within the same forty-five (45) days period. The Bidder 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 I have been submitted by the Bidder 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 Bidder specifying in detail deficiencies in the Services, the final report. The Bidder 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 Bidder specified in the SCC.</p>
6.4 Interest on Delayed Payments	<p>If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 6.3.3, interest shall be paid to the Bidder on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.</p>
7. Settlement of Disputes	
7.1 Amicable Settlement	<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>
7.2 Dispute Settlement	<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>
8. Good Faith	
	<p>The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.</p>

9. Limitation of Liability	
	The total aggregate liability of the Bidder, whether in contract, tort (including negligence) or otherwise, under or in connection with this agreement, shall in no circumstances exceed a sum equal to 110% of the contract value. The specified limitation of liability (110% of contract value) does not apply in cases of gross negligence or willful misconduct by the bidder.
10. Indemnity	
	The Bidder shall at all times indemnify and keep indemnified the Client against all claims/damages for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract. The Bidder shall indemnify the Client in full for any failure in performance on account of its default or non-fulfilment of its obligations and the same is performed by the client or any other agency engaged by the client. In such case all the costs and expenses incurred by the client are recoverable from the Bidder. The Client shall also indemnify the Bidder for losses/damages suffered due to any fraud, misrepresentation or omission of facts by the Client or any of its personnel.

Section 9 – 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 Selection of Management Support Unit (MSU) for Seafarer's Welfare Fund Society.
1.1(d)	The Client is <i>Directorate General of Shipping, 9th Floor Beta Building, i-Think Techno Campus, Kanjurmarg (East), Mumbai - 400 042 (India)</i>
1.1(e)	The Bidder is _____
1.4	<p>The addresses are:</p> <p>Client: Directorate General of Shipping (DGS), Attention: Capt. Nitin Mukesh, Deputy Director General, Crew Branch, E-mail: n.mukesh@gov.in</p> <p>Bidder: Attention: Facsimile: E-mail: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Client: _____.</p> <p>For the Bidder: <i>[name, title]</i> _____</p>
1.7	The authorized member in charge is _____
2.1	No change to the GCC clause
2.2.2	The Starting Date for the commencement of Services is seven (7) days after contract signing.
2.3	The Intended Completion Date is _____
3.2.2	The Client reserves the right to determine on a case-by-case basis whether the service should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 3.2.2

3.4	<p>The risks and coverage by insurance shall be:</p> <p>(i) Third Party liability – as stipulated by relevant government law.</p> <p>(ii) Client's liability and workers' compensation – as stipulated in the employees' compensation act.</p> <p>(iii) Professional liability – at least 110% of the Contract Price.</p>								
3.5 c.	The Bidder shall follow the protocol stipulated in the Terms of Reference regarding entering existing Client's premises and for weighting and carrying the investment powder waste.								
3.7	There are no specific restrictions.								
5.1	The Client shall provide necessary assistance in providing gate-passes for smooth entry of the Bidder's vehicles and employees.								
6.1	The Contract Price is: _____								
6.2.2	The amount of GST reimbursable to the Bidder is: _____								
6.3.2	The payment schedule shall be as stipulated under Appendix A – Terms of Reference.								
6.3.5	<p>Bidder's account details for payments under the Contract are:</p> <table> <tr> <td>Account</td><td>Name:</td></tr> <tr> <td>Bank</td><td>Name:</td></tr> <tr> <td>Branch</td><td>Name:</td></tr> <tr> <td>IFSC Code:</td><td></td></tr> </table>	Account	Name:	Bank	Name:	Branch	Name:	IFSC Code:	
Account	Name:								
Bank	Name:								
Branch	Name:								
IFSC Code:									
6.4	The interest rate shall be 6% per annum.								
7.2	Disputes shall be resolved by way of arbitration as stipulated under the Arbitration and Conciliation Act, 1996 as amended till date.								

Appendix A – Terms of Reference

Refer to Section 5

Appendix B – Breakdown of Price

{Bidder shall insert the Breakdown of Contract Price in the BoQ (Excell file) uploaded separately in the E- Procurement portal}

Appendix C – CVs of the Key Experts

{Bidder shall insert the Key Experts' CVs here}

Section 10 – Contract Forms

Letter of Acceptance

{On Client's Letterhead}

Date:

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

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

This is to notify you that your Proposal dated *[insert date of Proposal submitted by the Bidder]* for the execution of services titled “*Selection of Management Support Unit (MSU) for Seafarer's Welfare Fund Society.*” against RFP Ref. No. *[insert Proposal Ref. No.]* is hereby accepted by the Client 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 execute the contract agreement within 28 days of receipt of this Letter. Till a contract agreement is executed, this Letter along with your accepted proposals shall constitute a valid and mutually binding contract.

Authorized Signature:

Name and Designation of Signatory:

Name of Client:

Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, **DGS, Mumbai** (hereinafter called the "Client") and, on the other hand, *[name of Bidder]* (hereinafter called the "Bidder").

WHEREAS

- (a) the Client has requested the Bidder to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Bidder, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Breakdown of Contract Price

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Bidder shall be as set forth in the Contract, in particular:
 - (a) the Bidder shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Bidder 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 **Directorate General of Shipping, Mumbai**

Shri Shyam Jagannathan, DGS

For and on behalf of *[Name of Bidder or Name of a Joint Venture]*

[Authorized Representative of the Bidder – name and signature]

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on this the <***> day of <***> 20--- at <***>, India.

BETWEEN

----- having its office at -----
----- India hereinafter referred to as '**DGS**' or '-----',
which expression shall, unless the context otherwise requires, include its permitted
successors and assigns);
AND

<***>, a Company incorporated under the Companies Act, 1956, having its registered office
at <***> (hereinafter referred to as '**the Bidder/MSP**' which expression shall, unless the
context otherwise requires, include its permitted successors and assigns).
Each of the parties mentioned above are collectively referred to as the 'Parties' and individually
as a 'Party'.

WHEREAS:

1. DGS/SWFS is desirous to implement the project of -----.
2. DGS/ SWFS and Bidder have entered into a Master Services Agreement dated <***>
(the "MSA") as well as a Service Level Agreement dated <***> (the "SLA") in furtherance of
the Project.
3. Whereas in pursuing the Project (the "**Business Purpose**"), a Party ("Disclosing Party")
recognizes that they will disclose certain Confidential Information (as defined hereinafter) to
the other Party ("Receiving Party").
4. Whereas such Confidential Information (as defined hereinafter) belongs to Receiving
Party as the case may be and is being transferred to the Disclosing Party to be used only for
the Business Purpose and hence there is a need to protect such information from unauthorized
use and disclosure.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances,
representations and provisions set forth herein, the Parties hereto agree as follows:

**IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS
AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.**

SIGNED, SEALED AND DELIVERED
For and on behalf of the Implementation
Agency by: SWFS /DGS

SIGNED, SEALED AND DELIVERED
For and on behalf of the Nodal
Agency by:

(Signature)

(Signature)

(Name): Shri.
(Designation):

(Name)
(Designation)

(Address)

(Address)
(Fax No.)

(Fax No.)

In the presence of:

1.

SERVICE LEVEL AGREEMENT

THIS AGREEMENT is made on this the <***> day of <***> 20---- at <***>, India.

BETWEEN

----- having its office at -----
 ----- India hereinafter referred to as '*DGS*' or '*Buyer*', which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

AND

<***>, a Company incorporated under the *Companies Act, 1956*, having its registered office at <***> (hereinafter referred to as '*the Bidder/MSP*' which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the '*Parties*' and individually as a '*Party*'.

WHEREAS:

1. DGS is desirous for Implementation and Operations Management of ERP solution.
2. SWFS and Bidder have entered into a Master Services Agreement dated <***> (the "*MSA*").

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

The following parties are obligated to follow the procedures as specified by this Agreement:

DGS/ SWFS

Bidder

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

SIGNED, SEALED AND DELIVERED For and on behalf of the Bidder by:	SIGNED, SEALED AND DELIVERED For and on behalf of DGS by:
(Signature) (Name) XXX (Designation) XXXX (Address) XXXX (Fax No.)	(Signature) (Name) (Designation) (Address) (Fax No.)

In the presence of:

1. _____
2. _____