

**Government  
eProcurement  
System**

## eProcurement System Government of India

### Tender Details

Date : 16-Apr-2025 10:34 AM

Print

#### Basic Details

<b>Organisation Chain</b>	Directorate General of Shipping		
<b>Tender Reference Number</b>	11-34/4/2025-COMP/DGS/33027		
<b>Tender ID</b>	2025_DGS_854426_1	<b>Withdrawal Allowed</b>	Yes
<b>Tender Type</b>	Open Tender	<b>Form of contract</b>	Item Rate
<b>Tender Category</b>	Services	<b>No. of Covers</b>	2
<b>General Technical Evaluation Allowed</b>	No	<b>ItemWise Technical Evaluation Allowed</b>	No
<b>Payment Mode</b>	Offline	<b>Is Multi Currency Allowed For BOQ</b>	No
<b>Is Multi Currency Allowed For Fee</b>	No	<b>Allow Two Stage Bidding</b>	No

#### Payment Instruments

Offline	<b>S.No</b>	<b>Instrument Type</b>
	1	Demand Draft

#### Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Technical Qualification Documents
		.pdf	Signed RFP
2	Finance	.xls	BOQ

#### Tender Fee Details, [Total Fee in ₹ \* - 0.00]

<b>Tender Fee in ₹</b>	0.00		
<b>Fee Payable To</b>	Nil	<b>Fee Payable At</b>	Nil
<b>Tender Fee Exemption Allowed</b>	No		

#### EMD Fee Details

<b>EMD Amount in ₹</b>	50,000	<b>EMD Exemption Allowed</b>	Yes
<b>EMD Fee Type</b>	fixed	<b>EMD Percentage</b>	NA
<b>EMD Payable To</b>	Directorate General of Shipping	<b>EMD Payable At</b>	Mumbai

#### Work /Item(s)

<b>Title</b>	Selection of System Integrator for Cellular Network Augmentation at Directorate General of Shipping				
<b>Work Description</b>	Selection of System Integrator for Cellular Network Augmentation at Directorate General of Shipping				
<b>Pre Qualification Details</b>	Please refer Tender documents.				
<b>Independent External Monitor/Remarks</b>	NA				
<b>Tender Value in ₹</b>	NA	<b>Product Category</b>	Miscellaneous Services	<b>Sub category</b>	NA
<b>Contract Type</b>	Tender	<b>Bid Validity(Days)</b>	180	<b>Period Of Work(Days)</b>	NA
<b>Location</b>	Directorate General of Shipping, Mumbai	<b>Pincode</b>	400042	<b>Pre Bid Meeting Place</b>	Online, link is available at the RFP Document
<b>Pre Bid Meeting Address</b>	Online, link is available at the RFP Document	<b>Pre Bid Meeting Date</b>	07-Apr-2025 02:00 PM	<b>Bid Opening Place</b>	Online
<b>Should Allow NDA Tender</b>	No	<b>Allow Preferential Bidder</b>	No		

#### Critical Dates

<b>Publish Date</b>	25-Mar-2025 03:05 PM	<b>Bid Opening Date</b>	25-Apr-2025 03:00 PM
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Document Download / Sale Start Date	25-Mar-2025 03:05 PM	Document Download / Sale End Date	24-Apr-2025 03:00 PM
Clarification Start Date	26-Mar-2025 10:00 AM	Clarification End Date	08-Apr-2025 04:00 PM
Bid Submission Start Date	09-Apr-2025 04:00 PM	Bid Submission End Date	24-Apr-2025 03:00 PM

Tender Documents				
NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	Notice Inviting RFP	432.80
Work Item Documents	S.No	Document Type	Document Name	Description
				Document Size (in KB)
	1	Tender Documents	RFP.pdf	RFP Document
	2	BOQ	BOQ_898295.xls	BOQ

Tender Inviting Authority	
Name	D
Address	9th Floor Beta Building, I-Think Techno Campus, Kanjurmarg (East), Mumbai - 400 042 (India)



**नौवहन महानिदेशालय, मुंबई**

**DIRECTORATE GENERAL OF SHIPPING, MUMBAI**

*Ref. – FAAPP-MTC-1/19102024, dtd. 19/10/24, ver 1.0*

### **Least Cost Selection**

(Using E-Procurement mode on Government e Marketplace)

### **Request for Proposals for**

**Selection of System Integrator for Cellular Network  
Augmentation at Directorate General of Shipping with Head  
Office at 9th Floor Beta Building, I-Think Techno Campus,  
Kanjurmarg (East), Mumbai - 400 042 (India)**

Tender Ref. No.: 11-34/4/2025-COMP/DGS/33027

Date of Issue: 25/03/2025

#### **ISSUING AUTHORITY:**

**DIRECTORATE GENERAL OF SHIPPING, MUMBAI**

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

E-Mail: dgship-dgs[at]nic[dot]in

Tel. No.: 91-22-25752040/41/42/43/45

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

### Key information at a glance

SN	Item	Description
1	Tender Ref. No.	11-34/4/2025-COMP/DGS/33027
2	Tender Title	Selection of System Integrator for Cellular Network Augmentation at Directorate General of Shipping
3	Cost of Request for Proposals	Request for Proposals can be downloaded <b>free of cost</b> from the following websites: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> <a href="https://www.dgshipping.gov.in/Content/TenderNotices.aspx">https://www.dgshipping.gov.in/Content/TenderNotices.aspx</a>
4	Date of Tender Publishing	25/03/2025; 03:00 PM
5	Date and time till which physical visits prospective Bidders to DGS premises are permissible	26/03/2025; 10:00 AM
6	Date and time of Pre-Proposal Meeting	07/04/2025; 02:00 PM Link for the meeting (Teams): <a href="https://tinyurl.com/383r57rn">https://tinyurl.com/383r57rn</a>
7	Start date of seek clarification	26/03/2025; 10:00 AM
8	End date of seek clarification	08/04/2025; 04:00 PM
9	Start date of bid submission	09/04/2025; 04:00 PM
10	Last date and time for Submission of Proposals (Technical + Financial Proposals)	24/04/2025; 03:00 PM
11	Date and time of opening of Technical Proposals	25/04/2025; 03:00 PM
12	Expected date of Award of Contract	
13	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: 9137332741  eProcurement Helpdesk no.s (New Delhi) 0120-4200462, 0120-4001002, 0120-4001005
14	Link for accessing training schedule	<a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>

	regarding use of e-procurement portal by bidders may be found at:	
15	Authority to be contacted in case of any clarification / request for entry permission for physical visit	Name: - Shri Deependra Singh Bisen Designation: - DDG Shipping Email: - singh.deependra@gov.in Landline: - _____

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## Section 1 – Letter of Invitation

**Proposal Reference No.:** 11-34/4/2025-COMP/DGS/33027

**Date:** 25/03/2025

**Tender Title:** Selection of System Integrator for Cellular Network Augmentation at Directorate General of Shipping

1. The DGS invites online Proposals from eligible Bidders for “Selection of System Integrator for Cellular Network Augmentation at Directorate General of Shipping with Head Office at 9th Floor Beta Building, I-Think Techno Campus, Kanjurmarg (East), Mumbai - 400 042 (India)”.
2. More details pertaining to the scope of work may be seen under the Terms of Reference (Section V).
3. The process of Least Cost Selection (LCS) shall be followed for selection of suitable Bidder. The Bidding process shall be conducted in an online mode on the CPP Portal which is publicly accessible using the following web address: <https://eprocure.gov.in/eprocure/app>
4. Bidders can download the Request for Proposals free of cost from this portal.
5. Interested Bidders must register on the e-procurement portal and upload their technical and financial proposals separately within the stipulated time and date i.e. 24<sup>th</sup> April 2025 at 03:00 PM
6. Detailed instructions regarding online submission of proposals may be seen under Annexure I.
7. 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.
8. Technical Proposals shall be opened online on 25<sup>th</sup> April 2025 at 03:00 PM. Bidders can see the tender opening status by logging on to the e-procurement portal using their registered IDs.
9. Financial Proposals of only technically qualified Bidders shall be opened at a date which shall be pre-disclosed on the e-procurement portal.
10. 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 (ITC)

### A. General

#### 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.

#### 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.

#### 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.

#### 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.

#### 5. Online Proposal Submission Process

The e-tender is available on CPP 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.

### B. Request for Proposals

#### 6. 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 ITC.
  - Section 1 Invitation for Bidders
  - Section 2 Instructions to Bidders (ITC)
  - Section 3 Data Sheet
  - Section 4 Evaluation Criteria
  - Section 5 Terms of Reference
  - Section 6 Proposal Forms
  - Section 7 General Conditions of Contract (GCC)
  - Section 8 Special Conditions of Contract (SCC)
  - Section 9 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 ITC.
- 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.

#### 7. Clarification of Request for Proposals

- a) A Bidder requiring any clarification of the Request for Proposals shall contact the DGS in writing / email at the Client's address specified in the **Data Sheet**.

- 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 ITC.

## **8. 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**.
- b) During the pre-Proposal meeting, the clarification sought by representative 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 ITC below shall be issued, which shall be binding on all prospective Bidders.

## **9. 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) In order to give reasonable time to prospective Bidders to take necessary action in preparing their Proposals, the Client may, at its discretion, extend the deadline for the submission of Proposals and other allied time frames which may be linked with that deadline.
- 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.

## **C. Preparation of Proposals**

### **10. Documents Comprising Proposal**

- a) Bidder's pre-qualification / eligibility submission shall comprise the documents listed under ITC Clause 4 and corresponding Data Sheet entry.
- b) Bidder's technical Proposal shall comprise the following:
  - Letter of Proposal as per the form provided in Section 6 – Proposal Forms.
  - Bidder's Past Experience Details
  - Proposed Approach, Methodology and Work Plan
  - Proposed Knowledge Transfer Plan
  - Any other document as required in the ITC or Data Sheet
- c) Bidder's financial Proposal shall comprise the financial quote submitted in the excel template published along with these Request for Proposals.

- d) The selected consultant shall furnish a Performance Bank Guarantee (PBG) of INR 20,000/- (Indian Rupees Twenty Thousand Only) within 15 days of receiving the Letter of Award (LOA).

## **11. 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.

## **12. 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.

## **13. 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 ITC 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 financial Proposal must be submitted in the MS excel template provided with the Request for Proposals. Any financial quotation in Request for Proposal (RFP) will result in disqualification of the bid.

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

### **14. 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.

### **15. 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**.

- 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.

## **16. Late Proposals**

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

## **17. 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**.
- 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.

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

### **18. 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.

### **19. 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.

## **20. 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.

## **21. 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.

## **22. 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.

## **23. 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.

## **24. 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

## **F. Award of Contract**

### **25. 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) and the technically qualified bidder having the least price quote **L1** shall be considered for award of contract (in case of LCS evaluation).

### **26. 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.

## **27. 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.

## **28. 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 Consultancy Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITC). Whenever there is a conflict, the provisions herein shall prevail over those in ITC

ITC Para Reference	Particulars
ITC 1b)	<p>The Client is: DGS, Address: 9th Floor Beta Building, I-Think Techno Campus, Kanjurmarg (East), Mumbai - 400 042 (India)</p> <p>The Method of Selection of Bidder is: Least Cost Selection (LCS)</p>
ITC 1 d)	The intended completion date is <enter date>
ITC 4	In order to be considered for technical evaluation, the Bidder must satisfy the eligibility requirements stipulated under Section 4.
ITC 6 b)	<p>The official website of DGS is: <a href="https://www.dgshipping.gov.in/">https://www.dgshipping.gov.in/</a></p> <p>The e-procurement portal is: CPPP- <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></p>
ITC 7 a)	<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>Primary Custodian: - Shri Ravinder Punia</p> <p>Contact of Primary Custodian: - 9137332741</p> <p>Queries may also be raised by using the 'seek clarifications' option available on the e-procurement portal.</p>
ITC 7 b)	The Bidders may submit their requests for clarification before the seek clarification end date as will be mentioned in the E-Procurement portal.
ITC 12 a)	No change. Proposals shall remain valid for a period of 180 days from the deadline of submission of Proposals.

ITC 14	<p>Bid Security / Earnest Money Deposit of INR 50,000 (Rupees 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 "<b>Directorate General of Shipping Mumbai</b>," and shall be payable at Mumbai.</p>
ITC 10 (d)	<p>The selected consultant shall furnish a Performance Bank Guarantee (PBG) of 5% of the contract value within 15 days of receiving the Letter of Award (LOA).</p> <p>The PBG shall be issued by a scheduled commercial bank in favor of "<b>Directorate General of Shipping Mumbai</b>," and shall be payable at Mumbai and shall remain valid for a period of 3 months beyond the completion of the contract. Failure to submit the PBG within the stipulated time may result in the forfeiture of the award.</p>
ITC 17 a)	<p>The web-address of e-procurement portal is: Central Public procurement Portal  <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></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 03:00 PM on 24<sup>th</sup> April 2025 .</p>
ITC 17 a)	<p>The technical Proposals shall be opened online at 03:00 PM on 25<sup>th</sup> April 2025.</p>
ITC 28 a)	<p>The expected date of award of contract is .</p>

## 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.

### 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.

SN	Eligibility Criteria	Supporting Documents (to be Included in the RFP)
1	Bidder should be a Registered entity / Company in India for a minimum period of 5 (five) years as on date. In case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier/original partnership firm/limited company can be taken into account.	Certificate of Incorporation or Registration
2	The Bidder should have a valid PAN number & GST registration certificate.	Copy of PAN Card and GST registration certificate
3	The Bidder should have a positive net-worth during the last 5 Financial years	a. Audited Financial Statements a. Certificate from a Chartered Accountant
4	Bidder should have an average annual turnover of more than <b>INR 1 Crore</b> in each of the last three financial years (i.e. 2021-22, 2022-23 & 2023-24).	b. Audited Financial Statements c. Certificate from a Chartered Accountant
5	The Bidder should not have been debarred/blacklisted for corrupt and fraudulent practices by the Govt. of India / State Governments / Regulatory Agencies / PSU/other institutions at the time of submission of bid. Bidder should also not have been insolvent / bankrupt at the time of bid submission.	a. Self-declaration of not having been debarred / blacklisted by any of the entities mentioned in this criterion at present. b. Certificate from a Chartered Accountant or Legal Advisor
6	Experience of bidder in similar work in the field of cellular network augmentation and technical support services with minimum 2 projects each having contract value of INR 25 lacs or more in India. The work order should have been issued within the last 5 years, as on 31 Mar 2024.	Details of the assignments as per Annexure 3 Form 4, along with the copy of work order and certificate of completion or one year of successful operation issued by the client.

### Technical Evaluation Process

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

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 ITC.

## 2. Evaluation Criteria: Least Cost Selection (LCS) Methodology

The DGS shall evaluate the proposals submitted by bidders using the Least Cost Selection (LCS) methodology based on the following criteria:

### Technical Evaluation Criteria

#	Technical Evaluation Criteria	Evaluation Parameter	Document Required	Max Score
1	Bidder should have an average annual turnover of more than <b>INR 1 Crore</b> in each of the last three financial years (i.e. 2021-22, 2022-23 & 2023-24).	If average annual turnover is: <ul style="list-style-type: none"> <li>• <math>\geq 1</math> Cr &amp; <math>\leq 3</math> Cr: 5 marks</li> <li>• <math>&gt;3</math> Cr &amp; <math>\leq 5</math> Cr: 10 marks</li> <li>• <math>&gt;5</math> Cr: 15 marks</li> </ul>	A certificate duly certified by the statutory auditor of the bidder mentioning the average annual turnover for last 5 financial years (i.e. 2021-22, 2022-23 & 2023-24).	15
2	Experience of bidder in similar work in the field of cellular network augmentation and technical support services having project each of contract value of INR 15 lakh or more in India. The work order should have been issued within the last 5 years, as on 31 Mar 2024	Award of score would be as per the details given below for fully functional cellular network augmentation projects as on the date of submission of the bid <ul style="list-style-type: none"> <li>• =4 Projects: 5 marks</li> <li>• =5 Projects: 10 marks</li> <li>• = 6 Projects: 15 Marks</li> <li>• <math>\geq 7</math> Projects: 20 marks</li> </ul>	Details of the assignments as per Annexure 3 form 4, would be referred for details. The bidder also needs to provide following: <ul style="list-style-type: none"> <li>• Copy of the work order</li> <li>• Certificate of completion or one year of successful operation issued by the Client.</li> </ul>	20
3	Approach & methodology	1. Approach towards design of Cellular Network Augmentation, including sample layouts, innovations in layouts, best practices based on similar experience, etc.: <b>20 marks</b> 2. Approach towards SLA compliance prescribed including commitment over and above the SLAs requirements provided in the RFP: <b>10 marks</b>  Detailed approach and methodology document		30
4	Live Demonstration	Unique Selling Proposition (USP) solution proposed including proposing products from respective market leading OEMs, end-of-life support period, upgradation of supplied equipment, and back-to-back AMC support from OEM on same SLAs: <b>20 marks</b>  Value Proposition: Cellular network equipment specifications higher than those provided in the RFP: <b>10 marks</b>  • Additional features and enhancements: <b>5 marks</b>		35

Total	100
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Bidders must ensure that all documentary evidence submitted as part of their technical proposal provides necessary information in adequate detail to establish the facts without scope for doubt. Scanned documents must possess adequate resolution to ensure legibility. Incomplete or unclear documentation may result in disqualification. If any information necessary for establishing a bidder's qualifications is not clear, the evaluation committee's interpretation shall be final.

The minimum qualifying technical score is **75 out of 100**. Only those bidders obtaining at least 75 marks in the technical evaluation process shall be eligible for financial bid opening.

#### **Financial Evaluation and Award of Contract**

1. **Eligibility for Financial Bid Opening** Bidders who achieve the minimum qualifying technical score of 75 shall have their financial bids opened for evaluation.
2. **Selection of the Lowest Bidder** Among the technically qualified bidders, the bidder who quotes the **lowest financial amount** shall be awarded the contract.

#### **Combined Evaluation Example (LCS Methodology)**

Bidder Name	Technical Score (Out of 100)	Qualified (Yes/No)	Price Quoted (INR)
Bidder A	80	Yes	Rs. 50,00,000
Bidder B	78	Yes	Rs. 45,00,000
Bidder C	70	No	-

In the above example:

- Bidder A and Bidder B qualify for financial bid opening.
- Bidder C does not meet the minimum technical score of 75 and is disqualified.
- Bidder B, having quoted the lowest financial amount, is recommended for the award of the contract

## Section 5 – Terms of Reference

### Background

The Directorate General of Shipping (hereinafter referred to as 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, examination 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>

The Directorate General of Shipping (DGS), headquartered at 9th Floor, Beta Building, I-Think Techno Campus, Kanjurmarg (East), Mumbai - 400 042 (India), invites reputable Bidders to submit proposals for the selection of a System Integrator for Cellular Network Augmentation within its office premises.

This project aims to enhance voice and data coverage for its workforce of approximately 300 employees by addressing existing signal issues and improving overall communication efficiency. The augmented network should support multiple cellular bands (2G, 3G, 4G, and 5G) and provide redundancy for critical operations. The Directorate General of Shipping (DGS) is a critical government agency responsible for ensuring maritime safety and the welfare of seafarers. To effectively fulfil its mandate, DGS relies heavily on robust and reliable communication infrastructure.

### Project Objective (Cellular Network Augmentation)

The primary objective of this RFP is to procure, install, and maintain a state-of-the-art Cellular Network Augmentation system for the DGS-Mumbai office. This system will address existing connectivity challenges and enhance communication capabilities within the office premises.

- To enhance indoor cellular coverage and eliminate dead zones.
- To improve call quality and data speeds across all cellular operators.
- To ensure network scalability for future requirements.
- To provide a cost-effective, reliable, and easy-to-maintain solution.

### Scope of Work

The System Integrator's (SI) scope is divided into two phases:

- **Phase I** – Design, Supply, Install, Test, and Commission Cellular Network Augmentation System
- **Phase II** - Operation and Maintenance of the Cellular Network Augmentation System

### Phase I: Design, Supply, Installation, Testing & Commissioning

- **Site Survey & Assessment:** Conduct a thorough site survey to analyze existing cellular coverage within the DGS-Mumbai office premises. Evaluate signal strengths from various operators (2G, 3G, 4G, 5G) and identify areas with weak or no coverage.

- **System Design:**
  - Design and propose a comprehensive Cellular Network Augmentation solution based on the site survey findings.
  - Consider factors such as:
    - Number of personnel and their communication needs.
    - Coverage requirements for voice calls, data, and video conferencing.
    - Budget constraints and return on investment.
    - Scalability and future expansion needs.
  - Prepare detailed system architecture diagrams and Bill of Materials (BOM).
- **Quality of Service (QoS) Assurance:**
  - Implement mechanisms to prioritize critical traffic and manage network congestion.
  - Ensure compliance with DoT/TRAI regulations and other relevant guidelines.
- **Capacity and Scalability:**
  - Design the solution to support a minimum of 50 concurrent users, scalable to meet future demands.
  - Provide a scalable architecture to support separate user policies for different categories (students, staff, and guests).
- **Equipment Supply & Installation:**
  - Procure and deliver all necessary equipment as per the approved design.
  - Install the equipment (e.g., Distributed Antenna System (DAS), Small Cells, Cellular Signal Boosters) following industry best practices.
  - Integrate the system with existing building infrastructure.
- **Testing & Commissioning:**
  - Conduct thorough testing of the augmented network to ensure:
    - Consistent coverage across all designated areas.
    - High-quality voice and data performance.
    - Compliance with relevant safety and regulatory standards.
  - Perform User Acceptance Testing (UAT) with DGS-Mumbai personnel.
  - Obtain formal acceptance from DGS-Mumbai upon successful completion of UAT.

### 3.2 Phase II: Operation & Maintenance (O&M)

- **24/7 System Monitoring & Support:**
  - Provide ongoing monitoring and proactive maintenance of the augmented network.
  - Respond promptly to any service disruptions or performance issues.
  - Ensure system uptime and optimal performance according to agreed-upon SLAs.
  - Support expectations must include a 24/7 helpdesk, periodic maintenance (quarterly), and a defined resolution time for issues (e.g., within 24 hours for critical failures).
- **Preventive Maintenance:**
  - Conduct regular preventive maintenance activities to ensure system reliability and longevity.
- **Troubleshooting & Support:**
  - Provide on-site or remote troubleshooting support for any network-related issues.
- **Refresher Training:**
  - Conduct periodic refresher training sessions for DGS-Mumbai personnel to maintain their knowledge and skills.
- **Reporting:**
  - Generate regular reports on system performance, including key metrics such as signal strength, call quality, and data speeds.

## Bill of Quantity

The minimum list of Bill of Quantities (BOQ) for the Cellular Network Augmentation system is tabulated below. The bidders shall ensure and provide all necessary infrastructures (any additional equipment, features, quantities, etc.) required to set up the system to achieve the desired objective of this project.

#	Item Description	Quantity	Unit	Reference to Technical Specification
1	Cellular Signal Booster (Multi-band)	5	No.	Technical Specification
2	Distributed Antenna System (DAS)	1	No.	Technical Specification
3	Indoor Omni/Panel Antennas	20	No.	Technical Specification
4	Small Cells	3	No.	Technical Specification
5	Coaxial RF Cables and Connectors	As required	-	Technical Specification
6	Power Backup (2KVA UPS)	2	No.	Technical Specification
7	Network Monitoring System	1	No.	Technical Specification
8	Installation Accessories	As required	-	Technical Specification
9	Any other infrastructure deemed necessary for meeting the project objectives.	As required	-	NA

## Technical Specifications

### 1. Cellular Signal Booster (Multi-band)

Parameter	Specification
Frequency Bands	700 MHz, 850 MHz, 1900 MHz, 2100 MHz
Gain	Up to 70 dB
Output Power	Up to 24 dBm
Noise Figure	Less than 5 dB
Impedance	50 Ohms
Connector Type	N-Female
Power Supply	110-240V AC (50/60Hz)
Dimensions	Varies by model
Certifications	FCC, CE, RoHS

### 2. Distributed Antenna System (DAS)

Parameter	Specification
Frequency Range	698-2700 MHz
Gain	Adjustable, typically 0-30 dB
Output Power	Up to 33 dBm
Impedance	50 Ohms
Connector Type	N-Female, 4.3-10 Female
Power Supply	110-240V AC
Dimensions	Varies by model
Certifications	FCC, CE, RoHS



### 3. Indoor Omni/Panel Antennas

Parameter	Specification
Frequency Range	698-4000 MHz
Gain	2-8 dBi
VSWR	≤ 2.0
Polarization	Vertical
Impedance	50 Ohms
Connector Type	N-Female, 4.3-10 Female
Dimensions	Varies by model
Material	ABS, UV stabilized

### 4. Small Cells

Parameter	Specification
Frequency Bands	700 MHz, 850 MHz, 1900 MHz, 2100 MHz
Output Power	Up to 250 mW
Backhaul	Ethernet, Fiber
Power Supply	PoE (Power over Ethernet)
Dimensions	Varies by model
Certifications	FCC, CE, RoHS

### 5. Coaxial RF Cables and Connectors

Parameter	Specification
Cable Type	RG-6, RG-11, LMR-400
Impedance	50 Ohms
Connector Type	N-Type, SMA, BNC
Frequency Range	Up to 6 GHz
Shielding	90% braid coverage
Jacket Material	PVC, PE

### 6. Power Backup (2KVA UPS)

Parameter	Specification
Power Rating	2000 VA / 1800 W
Input Voltage	200-240V AC
Output Voltage	200-240V AC
Battery Type	Sealed Lead Acid
Backup Time	Up to 30 minutes at full load
Dimensions	Varies by model
Certifications	Energy Star, CE, RoHS

### 7. Network Monitoring System

Parameter	Specification
Monitoring Capabilities	SNMP, NetFlow, Packet Sniffing, WMI
Supported Protocols	HTTP, HTTPS, FTP, SMTP, POP3, IMAP, DNS, SSH, TELNET, SSL, TCP, ICMP, SIP, UDP
Alerting	Email, SMS, Webhooks
Reporting	Real-time and historical data

Integration	Compatible with major network devices and software
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## 8. Installation Accessories

Parameter	Specification
Components	Mounting brackets, screws, cable ties, grounding kits
Material	Stainless steel, plastic
Compatibility	Suitable for all listed equipment

## 9. Additional Costs

Parameter	Specification
Site Survey and Network Assessment	Includes RF analysis, coverage mapping, and interference detection
Solution Design	Detailed design document covering architecture, components, and integration
Installation and Commissioning	Professional installation, testing, and commissioning of all components

## Knowledge Transfer Phase

### 1. Specific Skills

#### Technical Skills:

- **Cellular Network Awareness:** Understanding cellular network fundamentals (e.g., signal strength, bandwidth, latency).
- **Network Troubleshooting:** Basic techniques for troubleshooting cellular connectivity issues (e.g., signal strength checks, identifying interference sources).
- **Network Optimization (Basic):** Simple methods to improve cellular signal within the work environment (e.g., device placement, avoiding obstructions).
- **Remote Connectivity:** Understanding the implications of cellular connectivity on remote collaboration and file sharing.

### 2. Training Materials

#### Training Manuals:

- Sections on cellular network basics, common connectivity issues, and best practices for optimizing cellular connections for work tasks.
- Basic overview of network troubleshooting steps.

#### Video Tutorials:

- Short videos demonstrating how to check cellular signal strength, identify potential interference sources, and optimize device placement for better connectivity.
- Examples of how to optimize content for mobile viewing.

#### Workshops:

- Hands-on exercises on identifying and resolving basic cellular connectivity issues.
- Practical demonstrations of how to optimize content and workflows for mobile viewing.

#### FAQs and Troubleshooting Guides:

- Section dedicated to common cellular network issues and their potential solutions.
- Contact information for cellular network providers or IT support for assistance with more complex issues.

### 3. Documentation

#### Operational Manuals:

- Guidelines for optimizing cellular connectivity within the work environment.
- Information on available network resources (e.g., Wi-Fi, cellular hotspots).

#### Standard Operating Procedures (SOPs):

- Procedures for troubleshooting cellular connectivity issues during work tasks.
- Contingency plans for situations with poor cellular connectivity.

#### Key Focus

**Empowerment:** Empower staff to identify and resolve basic connectivity issues independently.

The SI shall ensure that the knowledge transfer phase is well-defined, equipping DGS staff with the necessary skills, training materials, and documentation to effectively manage and operate cellular network augmentation. This initiative aims to improve network performance and user experience. By providing DGS staff with basic knowledge and skills related to cellular networks, the organization can enhance overall network utilization and employee productivity. This refined approach focuses on practical skills and knowledge relevant to DGS staff and must be incorporated into training programs.

#### Project Timelines and Deliverables

The timeline for the entire work of Phase 1 and Phase 2, viz, Supply, Installation, Testing and Commission (SITC) of all equipment and its operation and maintenance will be as mentioned in below table from the date of issue of Letter of Intent (LoI)/ Work Order.

#### Phases & Key Deliverables

#	Phase	Key Deliverables	Timelines
1	<b>Phase I</b>	Commencement of project - Kick-off, stakeholder collaboration, requirement gathering for design	T + 5 Days
2	Phase I	Approval of Design for Cellular Network Augmentation	T + 10 Days
3	Phase I	Supply of BoQ equipment as mentioned in RFP	T + 45 Days
4	Phase I	Site Preparation (interior, electrical, etc.) for Cellular Network Augmentation	T + 50 Days
5	Phase I	Submission of supporting documents as mentioned in this RFP	T + 50 Days
6	Phase I	Installation of Cellular Signal Boosters, DAS, Antennas, Small Cells, and other equipment	T + 55 Days
7	Phase I	User Acceptance Testing (UAT) of Cellular Network Augmentation	T + 60 Days
8	Phase I	Go-Live (O&M Start Date)	G = T + 65 Days
9	<b>Phase II</b>	Commencement of Operation and Maintenance as mentioned in RFP (12 quarters as per SLA)	G + 12 Quarters
10	Phase II	Knowledge Transfer & Exit Management	G + 12th Quarter

#### Notes:

- T: Date of issue of Letter of Intent (LoI)/ Work Order
- Delay: Delay in meeting above-mentioned timelines by the SI would lead to SLA non-compliances and may attract penalty as stated in this RFP.

- **Delivery:** Delivery of hardware/software equipment to be made under the presence of the nodal officer at his/her office designated by Directorate General of Shipping-Mumbai.
- **Delivery Challan:** SI should ensure to get a delivery challan signed by the nodal officer at Directorate General of Shipping-Mumbai.

### Service Level Agreement (SLA)

The Service Levels for each of the two phases of this engagement are defined below:

#### SLA - Phase I

SLAs for this phase will be applicable as per the table below

#	Metric	Timeline	Deduction
1	Go-Live to be successfully completed within T + 60 days	Go-Live = T + 60 days (Threshold)	Nil
		For every one-week delay over threshold (T+ 60 days)	0.5% of the Total Contract Value, CAPPED to 10% contract value

#### Note:

- In case deduction exceeds the maximum capping of 10% of contract value for Phase I SLA, Directorate General of Shipping-Mumbai has the right to invoke termination clauses laid out in this RFP.
- T-date of issue of Letter of Intent (LoI)/ Work Order

#### SLA Phase II Scope

#	Device	SLA applicability	SLA parameter & Penalty (Quarterly)		
	Cellular Network Augmentation	<b>Critical:</b>  In case any device in the Cellular Network is NOT available or NOT functional for use (i.e., not working), it is considered as a critical call	<b>Critical:</b>		
			<b>Any device Down</b>	<b>Deduction (%)</b>	
			<= 2 days (threshold)	Nil	
			> 2 days & <= 5 days	1% of the quarterly invoice amount per day of delay	
			> 5 days	2% of the quarterly invoice amount per day delay above the initial 2 days	
		<b>Non-Critical:</b>  In case any device is functional, but its performance is not at desired levels, such incidents are	<b>Non-Critical:</b>		
			<b>Downtime</b>	<b>Deduction (%)</b>	
			<= 2 days (threshold)	Nil	

#	Device	SLA applicability	SLA parameter & Penalty (Quarterly)		
1	devices	termed as non-Critical (e.g., slow operations, intermittent connectivity)  <b>Reference hours: 24x7x365</b>	> 2 days & ≤ 5 days	0.5 % of the quarterly invoice amount per day of delay	
			> 5 days	1% of the quarterly invoice amount per day delay above the initial 2 days	
			Total deduction in any quarter is CAPPED to 20% of Quarterly Payment to SI		

**Note:**

- The Phase II SLAs shall be used to evaluate the performance of the services on a quarterly basis.
- Penalty levied for non-performance as per SLA requirements shall be deducted through quarterly payments due from Directorate General of Shipping-Mumbai.
- The upper limit of penalty shall be capped at 20% of the quarterly invoice amount. In case the calculated deduction exceeds 20% of the quarterly invoice amount in 2 consecutive quarters, Directorate General of Shipping-Mumbai reserves the right to invoke the termination clause as defined in the RFP.
- SLAs typically cover uptime guarantees (e.g., 99.9%), response times, and penalties for non-compliance.

**Special Conditions for RFP**

**1. Site Visit Requirement: Vendors must conduct a site visit to ensure adherence to the following criteria:**

- **Coverage Area Description:**
  - Clearly define the coverage area, including both indoor and outdoor zones.
  - **Indoor Coverage:** Signal strength should be at least -85 dBm.
  - **Outdoor Coverage:** Signal strength should be at least -85 dBm.
  - Identify and address any known weak spots.

**2. Key Performance Indicators (KPIs) for Network Augmentation:**

- **Signal Strength (RSSI):** Greater than -85 dBm.
- **Signal-to-Noise Ratio (SNR):** Greater than 15 dB.
- **Data Throughput:**
  - Downlink: At least 50 Mbps.
  - Uplink: At least 20 Mbps.
- **Latency:** Less than 50 ms.
- **Capacity:** Support for 300+ simultaneous users.

**Technical Specifications**

**1. System Integration:**

- Adhere to industry standards (e.g., 3GPP, ITU) for compatibility with existing infrastructure.
- Specify integration points such as existing DAS (Distributed Antenna System), core network compatibility, and interface standards (e.g., SIP, VoIP, MPLS).

## Compliance Requirements

### 1. Regulatory and Compliance Standards:

- Ensure compliance with local telecom regulatory authority guidelines (e.g., FCC, TRAI, Ofcom), health and safety regulations (SAR values), and international standards like ISO 9001 and 27001 for quality and security.

### 2. Environmental and Safety Regulations:

- Adhere to energy efficiency standards (e.g., Energy Star), ensure low electromagnetic emissions, and comply with safety measures for installation sites (e.g., OSHA compliance).

## Payment Terms

#	Phase	Key Deliverables	Timelines	Payment to the SI
1	I	Commencement of project - Kick-off, stakeholder collaboration, requirement gathering for design	T + 5 Days	-
2	I	Approval of Design for Cellular Network Augmentation	T + 10 Days	2.5% of contract value
3	I	Supply of BoQ equipment as mentioned in RFP and on successful inspection by Nodal Officer of Directorate General of Shipping-Mumbai	T + 45 Days	15% of contract value
4	I	Site Preparation (interior, electrical, etc.) for Cellular Network Augmentation	T + 50 Days	-
5	I	Submission of supporting documents as mentioned in this RFP	T + 50 Days	-
6	I	User Acceptance Testing (UAT) of Cellular Network Augmentation	T + 55 Days	-
7	I	Go-Live (O&M Start Date)	G = T + 60 Days	20% of contract value
8	II	Operation and Maintenance for 12 quarters as per SLA of phase 2 and scope of RFP	G + 12 Quarters	5% of contract value per quarter for 12 quarters
9	II	Knowledge Transfer & Exit Management	G + 12 <sup>th</sup> Quarter	2.5% of contract value

## Notes:

- **T:** Date of issue of Letter of Intent (LoI)/ Work Order.
- **Delay:** Delay in meeting above mentioned timelines by the SI would lead to SLA non-compliances and may attract penalty as stated in this RFP.
- **Delivery:** Delivery of hardware/software equipment to be made under the presence of nodal officer at his/her office designated by Directorate General of Shipping-Mumbai.
- **Delivery Challan:** SI should ensure to get a delivery challan signed by the nodal officer at Directorate General of Shipping-Mumbai.

## 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

**Support Provided by Client:**

- The client shall provide office space to set up equipment to design, install, test, commission, operate, and manage the Cellular Network Augmentation for Directorate General of Shipping, Mumbai.
- The client shall grant necessary access permissions to the 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, which is equipped with Cisco Web-Ex hardware, to carry out offline and online consultations with stakeholders

## Section 6 – Bidding Forms

SN	Name of the Form	Page No.
1	Letter of Proposal	
2	Checklist of documents comprising Proposal	
3	Bidder's Past Experience Details	
4	Proposed Approach, Methodology and Work Plan	
5	Team Composition and Task Assignments	
9	Financial Proposal Format	Uploaded Separately as a .xlsx file
11	Bid Security Declaration	



## 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 ITC 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: **<enter name>**
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

## 2. Checklist of documents comprising Proposal

SN	Document	Included (Y/N)	Page No.
1	Eligibility Documents		NA
2	Letter of Proposal		
3	Checklist of documents comprising Proposal		
4	Bidder's Past Experience Details		
5	Proposed Approach, Methodology and Work Plan		
6	Team Composition and Task Assignments		
7	CVs of Proposed Key Experts		
10	Financial Proposal (to be uploaded in a separate folder)		NA

### 3. Bidder's Past Experience Details

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Up to 20 pages.]*

Assignment name:	Approx. value of the contract (in INR)
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total Number of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR):
Start date (month/year): Completion date (month/year):	Number of professional staff-months provided by associated Bidders:
Name of associated Bidders, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

## Form of Bid Security Declaration

*{Use Company Letterhead}*

### BID SECURITY DECLARATION

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

Authorized Signatory  
Sign and Stamp

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

<b>1. General Provisions</b>	
<b>1.1 Definitions</b>	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> <li>a) “Completion Date” means the date of completion of the Services by the Bidder as certified by the Client;</li> <li>b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract, <b>as named in SCC</b>;</li> <li>c) “Contract Price” means the financial proposal of the successful Bidder duly accepted by the client;</li> <li>d) “Client” means the agency, <b>as named in SCC</b>, that signs the Contract for the Services with the Selected Bidder;</li> <li>e) “Bidder” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract <b>as specified in SCC</b>;</li> <li>f) “Day” means a working day unless indicated otherwise.</li> <li>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;</li> <li>h) “GCC” means these General Conditions of Contract;</li> <li>i) “Party” means the Client or the Bidder, as the case may be, and “Parties” means both of them;</li> <li>j) “Bidder’s Proposal” means the completed Request for Proposals submitted by the Bidder to the Client;</li> <li>k) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;</li> <li>l) “Services” means the work to be performed by the Bidder pursuant to this Contract, as described in <b>Appendix A – Terms of Reference</b>;</li> <li>m) “Third Party” means any person or entity other than the Government, the Client, the Bidder or a Sub-bidder.</li> </ul>
<b>1.2 Applicable Law</b>	The Contract shall be interpreted in accordance with the laws of the Union of India.
<b>1.3 Language</b>	This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
<b>1.4 Notices</b>	Any notice given by one party to the other pursuant to the Contract shall be in writing to the address <b>specified in the SCC</b> . 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.
<b>1.5 Location</b>	The Services shall be performed at such locations as are specified in <b>Appendix A</b> hereto
<b>1.6 Authorized Representatives</b>	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 <b>specified in the SCC</b> .
<b>1.7 Authority of Member in Charge</b>	In case the Bidder is a Joint Venture, the members hereby authorize the member <b>specified in the SCC</b> 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.
<b>1.8 Taxes and Duties</b>	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.
<b>1.9 Code of Integrity</b>	<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>
<b>2. Commencement, Completion, Modification, and Termination of Contract</b>	
<b>2.1 Effectiveness of Contract</b>	This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be <b>stated in the SCC</b> .
<b>2.2 Commencement of Services</b>	
<b>2.2.1 Program</b>	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.
<b>2.2.2 Starting Date</b>	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 <b>specified in the SCC</b> .
<b>2.3 Intended Completion Date</b>	Unless terminated earlier pursuant to Sub-Clause 2.6, the Bidder shall complete the activities by the Intended Completion Date, as is <b>specified in the SCC</b> . 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.
<b>2.4 Modification</b>	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.
<b>2.5 Force Majeure</b>	
<b>2.5.1 Definition</b>	For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
<b>2.5.2 No Breach of Contract</b>	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
<b>2.5.3 Extension of Time</b>	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
<b>2.6 Termination</b>	
<b>2.6.1 By the Client</b>	<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> <ol style="list-style-type: none"> <li>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;</li> <li>if the Bidder become insolvent or bankrupt;</li> <li>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</li> <li>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.</li> </ol> <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>
<b>2.6.2 By the Bidder</b>	<ol style="list-style-type: none"> <li>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</li> </ol>



	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.
<b>3. Obligations of the Bidder</b>	
<b>3.1 General</b>	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 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.
<b>3.2 Conflict of Interests</b>	<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 <b>indicated in the SCC</b>.</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</p>

	the disqualification of the Bidder or the termination of its Contract.
<b>3.3 Confidentiality</b>	<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 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>
<b>3.4 Insurance to be Taken Out by the Bidder</b>	<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 <b>specified in the SCC</b>; 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>
<b>3.5 Bidder's Actions Requiring Client's Prior Approval</b>	<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"> <li>a. entering into a subcontract for the performance of any part of the Services,</li> <li>b. changing the Program of activities; and</li> <li>c. any other action that may be <b>specified in the SCC</b>.</li> </ul>
<b>3.6 Reporting Obligations</b>	<p>The Bidder shall submit to the Client the reports and documents specified in <b>Appendix A</b>, in the form, in the numbers and within the time periods set forth in the said Appendix.</p>
<b>3.7 Documents Prepared by the Bidder to Be the Property of the Client</b>	<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 <b>specified in the SCC</b>.</p> <p>3.7.2 If license agreements are necessary or appropriate between the Bidder and third parties for purposes of development of the</p>

	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 program(s) concerned.
<b>4. Bidder's Experts</b>	
<b>4.1 Description of Key Experts</b>	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.
<b>4.2 Removal and/or Replacement of Experts</b>	<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>
<b>5. Obligations of the Client</b>	
<b>5.1 Assistance and Exemptions</b>	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 <b>specified in the SCC</b> .
<b>5.2 Services, Facilities and</b>	The Client shall make available to the Bidder and the Experts, for the purposes of the Services and free of any charge, the services,

<b>Property of the Client</b>	facilities and property described in the Terms of Reference ( <b>Appendix A</b> ) at the times and in the manner specified in said Appendix A.
<b>5.3 Counterpart Personnel</b>	<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 <b>Appendix A</b>.</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>
<b>5.4 Payment Obligation</b>	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 <b>Appendix A</b> and in such manner as is provided by GCC 6 below.
<b>5.5 Change in the Applicable Law</b>	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the 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.
<b>6. Payments</b>	
<b>6.1 Contract Price</b>	<p>6.1.1 The Bidder's Contract Price shall be a fixed <b>lump-sum</b> net of all costs incurred by the Bidder in carrying out the Services described in Appendix A. The Contract Price is <b>set forth in the SCC</b>. The Contract price breakdown is provided in Appendix C.</p> <p>6.1.2 Any change to the Contract price specified in Clause 6.1.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 2.4 and have amended in writing the Terms of Reference in <b>Appendix A</b>.</p>
<b>6.2 Taxes and Duties</b>	<p>6.2.1 The 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 <b>as stated in the SCC</b>, the GST is reimbursed to the Bidder.</p>
<b>6.3 Mode of Billing and Payment</b>	<p>6.3.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 6.1.1.</p> <p>6.3.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in <b>Appendix A</b>. The payments will be made according to the payment schedule <b>stated</b></p>

	<p><b>in the SCC.</b></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 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 <b>specified in the SCC.</b></p>
<b>6.4 Interest on Delayed Payments</b>	<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 <b>stated in the SCC.</b></p>
<b>7. Settlement of Disputes</b>	
<b>7.1 Amicable Settlement</b>	<p>The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.</p>
<b>7.2 Dispute Settlement</b>	<p>Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication / arbitration in accordance with the provisions <b>specified in the SCC.</b></p>
<b>8. Good Faith</b>	
	<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>
<b>9. Limitation of Liability</b>	
	<p>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</p>

	110% of the contract value.
<b>10. Indemnity</b>	
	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 8 – Special Conditions of Contract (SCC)

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b)	The contract name is
1.1(d)	The Client is <i>Directorate General of Shipping, 9th Floor Beta Building, i-Think Techno Campus, Kanjurmarg (East), Mumbai - 400 042 ( India )</i>
1.1(e)	The Bidder is _____
1.4	<p><b>The addresses are:</b></p> <p>Client : Directorate General of Shipping (DGS),</p> <p>Attention: Deputy Director General, DGS Office</p> <p>E-mail: dgship-dgs[at]nic[dot]in</p> <p>Bidder:</p> <p>Attention:</p> <p>Facsimile :</p> <p>E-mail:</p>
1.6	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b> _____.</p> <p><b>For the Bidder:</b> <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

<b>3.2.2</b>	The Client reserves the right to determine on a case-by-case basis whether the service should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 3.2.2
<b>3.3</b>	(i) The Bidder shall follow the protocol stipulated in the Terms of Reference regarding entering-exiting Client's premises and for weighting and carrying the investment powder waste.
<b>3.4</b>	There are no specific restrictions.
<b>3.5</b>	The Client shall provide necessary assistance in providing gate-passes for smooth entry of the Bidder's vehicles and employees.
<b>6.1</b>	The Contract Price is: _____
<b>6.2.2</b>	The amount of GST reimbursable to the Bidder is: _____
<b>6.3.2</b>	The payment schedule shall be as stipulated under Appendix A – Terms of Reference.
<b>6.3.5</b>	Bidder's account details for payments under the Contract are:  Account Name: Bank Name: Branch Name: IFSC Code:
<b>6.4</b>	The interest rate shall be 6% per annum.
<b>7.2</b>	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, Page no.- 

## 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 9 – Contract Forms

### 1. 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 " 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: .....

## 2. 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**

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*Shri Shyam Jagannathan, DGS*

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

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*[Authorized Representative of the Bidder – name and signature]*