

Expression of Interest

for

Engagement of Vendor for providing a comprehensive
e-Governance solution to Directorate General of Shipping

Directorate General of Shipping, Mumbai

Ministry of Shipping,

Government of India

16.08.2016

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The issue of this EOI does not imply that DGS is bound to select a Vendor or to appoint the Preferred Vendor for the Project and DGS reserves the right to reject all or any of the Vendors without assigning any reason whatsoever.

The Vendor shall bear all its costs associated with or relating to the preparation and submission of a suitable EOI response including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DGS or any other costs incurred in connection with or relating to its EOI response. All such costs and expenses will remain with the Vendor and DGS shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Vendor in preparation or submission of the response, regardless of the conduct or outcome of the Bidding Process.

1 INTRODUCTION

1.1 Background

- 1.1.1 **The Directorate General of Shipping ('the Directorate'), India** is the statutory Maritime authority, appointed by Govt. of India under the Merchant Shipping act 1958 and is responsible for implementation of the provisions of the act .The agency is responsible for life, health, vessel and the environment for Indian registered ships and ships at Indian ports. The Directorate, subordinate to the Ministry of Shipping, is located in Mumbai and led by Director General of Shipping
- 1.1.2 The Directorate is responsible for various activities in the shipping industry, including the implementation of shipping policy and legislation ensuring the safety of life and ships at sea, 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 tonnage, examination and certification of Merchant Navy Officers as well as supervision and control of the allied offices under its administrative jurisdiction.
- 1.1.3 The Directorate having its principal office at 9th Floor Beta Building, i-Think Techno Campus, Kanjurmarg (East), Mumbai intends to revamp the organisation through implementation of an e-governance solution.
- 1.1.4 The scope of work for the Project will broadly include software development, customization & roll out; installation, commissioning and roll out of hardware; networking Infrastructure; training to internal users; change management for external users as well as other post-implementation activities as set forth in Clause 1.2.3.
- 1.1.5 The statements and explanations contained in this EOI are intended to provide a better understanding to the Vendors about the subject matter of this EOI and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations set forth in the RFP or DGS's rights to amend, alter, change, supplement or clarify the scope of work, the RFP (next stage) or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in this EOI are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by DGS.
- 1.1.6 Response pursuant to this EOI shall be received in accordance with the terms set forth in this EOI and other documents to be provided pursuant to this EOI, as modified, altered, amended and clarified from time to time by the Directorate, and all the Responses shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3.2 for submission of the responses (the "**Response Due Date**").

1.2 Terms of Reference

1.2.1 About the organisation

The Directorate is the statutory Maritime authority, appointed by Government of India under the Merchant Shipping act 1958 and is responsible for implementation of the provisions of the act. The main job for the Directorate is to ensure that Indian ships and shipping companies meet high safety- and environmental standards, to ensure that Indian seamen have high qualifications and good working- and living conditions, and to ensure that foreign ships in Indian Territory and ports meet international rules. It ensures implementation of various international Conventions, relating to safely SOLAS,(International Convention for the Safety of Life at Sea) requirements for prevention of pollution, MARPOL 73/78 and other mandatory requirements of International Maritime Organization.

The key objectives of the organisation include, but are not limited to:

- Matters affecting Merchant Shipping & navigation and administration of the Merchant Shipping Law ;
- Measures to ensure safety of life and ships at sea;
- Development of Indian Shipping;
- International Conventions relating to Maritime matters;
- Provision of facilities for training of Officers and ratings for Merchant Navy
- Regulation of Employment of Seamen and there welfare;
- Development of Sailing Vessel Industry and
- Regulation of Ocean freight rates in overseas trades.

The Directorate is headed by the Director General of Shipping ('DGS'), who is assisted by:

Administrative side:

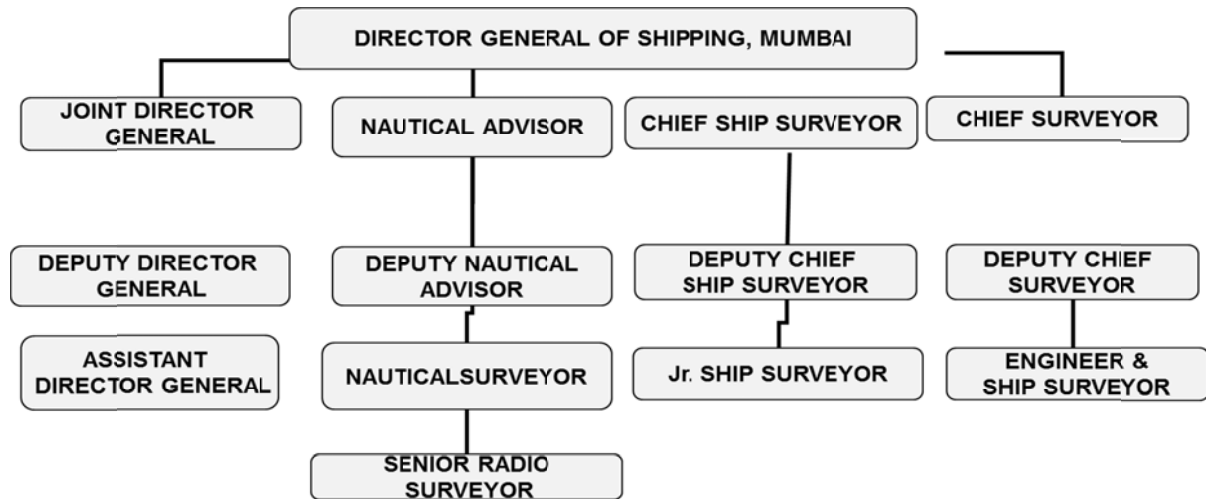
1. Joint Director General of Shipping,
2. Dy. Director General of Shipping,
3. Assistant Director General of Shipping and Executive Officers

Technical side:

1. The Nautical Advisor, supported by Dy. Nautical Advisors and Nautical Surveyors;
2. The Chief Surveyor, on the Engineering side, supported by Dy. Chief Surveyors, Dy. Chief Ship Surveyor, Engineer & Ship Surveyors and Ship Surveyor and also with supporting staff.
3. The Nautical Advisor and the Chief Surveyor are also the Chief Examiners of Masters/Mates and Engineers respectively on behalf of the Director General of Shipping

The organisation chart is provided in the figure below:

Figure 1: Organization structure at the Directorate



The Directorate operates through various departments and offices, spread across locations in India which are as follows:

DG Headquarters	Mercantile Marine Department (MMD)	Allied offices	Autonomous bodies
Directorate General of Shipping Administrative wing Engineering wing Nautical wing Naval architecture	1. Mumbai 2. Chennai 3. Kolkata 4. Kochi 5. Kandla Sub-ordinate offices 6. Vishakhapatnam 7. Tuticorin 8. NOIDA 9. Goa 10. Mangalore 11. Port Blair 12. Haldia 13. Paradeep 14. Jamnagar	1. Seamen Employment Offices at Mumbai, Kolkata and Chennai 2. Shipping Office 3. Regional Office (SAILS) at Mumbai, Jamnagar and Tuticorin 4. Seaman's Welfare Office (S.W.O), Chennai	1. Seamen's Welfare Fund Society (SWFS) 2. Seamen's Provident Fund Organisation (SPFO) 3. National Shipping Board (NSB)

Their main functions are as described below:

Mercantile Marine Department (MMD)

The main objectives of MMDs are to administer the various Merchant Shipping Laws and rules relating to safety of ships and life at sea, registration of ships, tonnage measurement, crew accommodation, surveys for load line , safety construction, prevention of pollution , inquiries into shipping casualties and wrecks , surveys of passenger ships , radio equipment's on board, inspection and approval of statutory equipment's for life saving and fire fighting appliances , wireless telegraphy, Global Maritime Distress and Safety Systems, navigational aids, pollution prevention equipment's, supervision of repairs and construction of ships on behalf of State and Central Govt. Organisations, Port State Control inspection ,

examination and certification of various grades of Certificates of competency under MS Act and I.V. Act etc.

MMD	Area of operation
Kolkata	Orissa, West Bengal, U.T of Andaman and Nicobar Islands
Mumbai	Gujarat, Maharashtra and part of Karnataka up to and including the Port of Bhatkal in North Kanara District and Union Territory of Goa, Daman and Diu
Kandla	Kandla and Jamnagar
Kochi	Kochi and Mangalore
Chennai	Remaining portion of Karnataka state (south of port bhatkal), Kerala, Tamil Nadu, Andhra Pradesh, U.T. of Pondicherry and Lakshadweep.

Allied Offices and Autonomous Bodies

- Seamen's Employment Office - regulate the employment of seamen on rotational basis
- Regional Office (SAILS) - Established at Mumbai, Jamnagar and Calicut assist be sailing vessel owners for standardisation of trade by securing cargo and elimination of mal practices, registration of Sailing Vessels, issuance/renewal of identity cards to sailing vessels seamen, repatriation of stranded seamen in other countries due to sailing vessel casualties etc.
- Government Shipping Office - monitoring the engagement and discharge of seafarers, treatment and welfare of distressed seamen, settlement of disputes between the seafarers and their employers, issue of continuous discharge certificates (CDC) under MS (CDC) Rules, registration of indenture of cadets engaged by shipping companies, issue of inward/outward clearance to ships calling at the respective ports, conduct of enquiries into death onboard ships etc.
- Seamen's Welfare Office, Chennai - under takes the liaison work between the Indian seamen and the officials of the country they visit and render all assistance to the seamen in case of distress and also provides recreational facilities to them etc.

The Directorate also has a number of departments. The list of branches and their key functions, not limited to, are as below:

Nature of Branch	Branch	Primary Functions
Technical	Engineering Branch	Conduct Examinations and issuance of certificates of Competency for Engineers for all grades, Training of seafarer's, Surveys/certifications of vessels, casualty investigations, ISM Audits of shipping companies and ships and issuance of certificates to ships and office.
	Nautical Branch	Conduct Examinations and issuance of certificates of all grades, Accident Investigation, Casualty Investigation, Dispensation(Manning/Equipment), ISPS Audits of port facility, security assessment, port and ship security, plans
	Naval Architecture Branch	Matters related to surveys and certifications of Indian ships under ILLC-96, ITC-69, SOLAS-1874 etc. Passenger ship surveys, Shipbuilding matters,

Nature of Branch	Branch	Primary Functions
		Monitoring survey status
Administrative	Shipping Development Branch	Licensing/Charter permission for Indian and Foreign Vessels.
	Training Branch	Deals with formulation, implementation of merchant navy training policy approval and monitoring of maritime training institutes
	Personnel Branch	Deals with all personnel matters of Group 'A' & 'B' officers of DG Shipping and allied offices and Group 'C' & 'D' establishments of DG Shipping, framing of Recruitment Rules, recruitment, promotion, confirmation, retirement of officers and staff, leave applications, loan applications, maintenance of service books and confidential reports of staff, etc.
	Crew Branch/Shipping Office, Mumbai	Formulations and monitoring of policies related to crew, Issuance of Continuous Discharge Certificates (CDC), Responsible for monitoring the engagement and discharge of seafarers, treatment and welfare of distressed seamen, Settlement of disputes between the seafarers and their employers.
	Multimodal Transport Operators (MTO) Branch	Deals with the registration of Multimodal Transport Operators under the Multimodal Transportation of Goods Act and monitor any fraudulent operation of MTOs, Formulation of policies for international trade in promotion of exports, etc.
	F&A Branch	Deals with preparation of budget proposals under plan and non-plan, settlement of claims, drawing and disbursement of salaries and other payments, monitoring of financial administration of allied offices, Collection and compilation of revenue and expenditure returns for furnishing to the Ministry, etc.
	Merchant Shipping Law Branch	Deals with preparation of Act/Rules as per Merchant Shipping Act, preparation of bilateral agreements, providing legal advice to employees.
	Administration Branch	Deals with the upkeep, maintenance and repairs of the building, office equipment, staff cars, communication systems and fixtures, purchase, supply and accounting of stores, stationery and settlement of bills, handling tenders, budget preparation, maintenance of records, etc.
	Coordination Branch	Deals with coordination between the Ministry, Directorate and allied offices through collection, compilation and furnishing of periodical reports to the Ministry, coordination of meetings with shipping industry, Principal Officers of Mercantile Marine Departments, Standing Core Committee etc. publication of DGS Bulletin
	Vigilance Branch	Carry out vigilance administration of DGS and its allied offices to curb corruption at all levels. To ensure transparent services to public Maintenance of annual property return of offices of DGS and allied offices. Issuance of Vigilance clearance certificates

Nature of Branch	Branch	Primary Functions
	SPFO	Maintenance of Provident fund for all seamen who work on Merchant Navy Ships of India. Settlement of PF accounts in case of retirement, death of seamen and as per guidelines.
	INDOS Cell	Processing of receipt of Application for allotment of INDOS Number from training institutes and seafarers Updation and verification of certificates ,correction of INDOS data (Name/DOB/Address)
	Coastal Branch	Handle queries from Ministry Provide suggestion for incorporating changes in MS Act, 1958 (Part XV & XVA) & rules prepared thereunder, its finalization, dissemination, to MMD/Registrars/Industry
	SEO	Cancellation of Registration of seamen as per request, Issuance, cancellation of license to RPS, addresses grievances of seafarers
	PO, MMD	Registration of ships, Issuance of various certificates for ships, Issuance of Safe manning document, Closure and change of port of registry, Issuance of GTL, Issuance of tonnage certificate, ISPS audits of ships and ports, SMC audit, SSC plan approval, Issuance of petroleum license
	S.W.F.S	All matters concerning MEMA, Ex-GRATIA Assistance on Death, Survival benefit scheme, Invalidity Benefit scheme, Maternity benefit scheme. Maintenance of gratuity payments from Shipping companies and maintenance of seafarers' gratuity account.
	Regional Office(SAILS)	Arrange suitable sailing vessels to shipping co. Arrange crew members for newly constructed ships, settle disputes, ensure smooth transshipment of cargo

1.2.2 Existing 'e-governance project' at the Directorate

The Directorate General of Shipping had embarked on an ambitious e-Governance project-titled "e-Samudra" in the year 2004, with a view to facilitate Maritime Administration and Maritime Regulations through on-line system. The task of implementation the project was assigned to National Ship Design and Research Centre (NSDRRC, which was then a society functioning under the Ministry of Shipping and since 2009, named as Indian Maritime University (Vishakhapatnam Campus).

Under the project a total of 14 modules have been developed which are listed are as below. Although, the vendor will have to develop integrated module/s covering various services and processes at DGS.

- Meeting and Resolution
- File tracking & Documentation
- Inward & Outward
- SMO- Other Activities
- Prism-CDC
- Ship Licensing & Chartering
- Training
- Ship Registration & Mortgage
- Manning
- Multi Modal Transport
- Anti-Piracy
- Hindi
- INDoS- which was initially the part of the project. Was included later.
- Examination

Technology/Tools Used in e-Governance Project

- For External User- J2EE: Struts 1.0, EJB 2.0
- Report tool: Jasper 3.5.3, Oracle Reports 10g
- For Internal User to Process the application - Oracle Forms, Oracle Reports 10g
- Data Base : Oracle 11
- Application Server : Oracle AS 10g(10.1.2.0.2)
- OS : Red Hat Linux

Details alongwith functionality of important modules are as below

1. SMO module

This module includes the following sub-modules

Articles of Agreement

- a. Modification of External and Internal application for 'Sign on' and 'Sign off' for Articles of Agreement (AOA)
- b. New Reports to be developed for Articles of Agreement
 - i. CDC wise Seagoing details
 - ii. On Board Details (Company wise/Vessel Wise/Accumulated)
 - iii. Article Submission
 1. Company wise/Vessel wise
 2. Submitted/Not Submitted/ Accumulated /Details wise
 - iv. List of Registered ship with Ship and Address Details
 - v. Sailed Officers details Rank wise (Company wise/Vessel wise)
 - vi. New Report for Articles of Agreement (After Submission of data through online)
 - vii. AOA Report for Shipping Company
 - viii. AOA Application status with Summary
 - ix. AOA Gratuity Report for candidate wise
 - x. AOA Gratuity Report for Company/RPSL agency wise AOA Ship engagement details

2. PRISM- CDC module:

FORM A (Fresh CDC for Individual Category)

- a. New External and Internal application for fresh CDC for individual Category (Form A)
- b. Make provision for applying at different offices i.e. Mumbai, Kolkata and Chennai
- c. New Reports developed
 - i. Form-A Submitted Application
 - ii. Form-A Application(for submission to SMO)
 - iii. Email sent report(in case of rejection)
 - iv. Form-A View Application Status(SMO wise)
 - v. Form-A Applications Summary Report
 - vi. Form-A Covering Letter
 - vii. Form-A Speed Post Journal
- d. FORM A was further modified
 - i. Implementation of e-Payment in FORM A.
 - ii. Implementation of Upload of Document.
 - iii. Implementation of View Uploaded Docs
- e. FORM I (Fresh CDC for Training Institute)
 - i. Development of External application.
 - ii. Development of Internal application.
 - iii. Implementation of e-Payment.
 - iv. Implementation of Upload of Document
 - v. Implementation of View Uploaded Docs.
 - vi. Development of Batch wise Report for Training Inst.

- f. REPORTS
 - i. Reports for online submitted data for FORM 1.
 - ii. Reports for Online Application.
 - iii. Reports for Online Application Status.
 - iv. Summary Report.
 - v. Email report.
 - vi. E-Payment report
 - vii. Report for Covering Letter.
 - viii. Report for Postal Journal.
 - ix. Report for Cover Print.
- g. Renewal of CDC
 - i. Development of External application.
 - ii. Development of Internal application.
 - iii. Implementation of e-Payment.
 - iv. Implementation of Upload of Document.
 - v. Implementation of View Uploaded Docs.
- h. REPORTS
 - i. Reports for Online Application.
 - ii. Reports for Online Application Status.
 - iii. Summary Report.
- i. Cancellation / Suspension of CDC
 - i. Development of External application.
 - ii. Development of Cancellation / Suspension official report.
 - iii. Summary report.
 - iv. History report.
- j. Debarring for CDC
 - i. Development of External application.
 - ii. Development of Debarred official report.
 - iii. Summary report.
 - iv. History report.

3. MTO Module

- a. Implementation of e-Payment.
- b. Development of upload of document.
- c. View Uploaded Document for internal.
- d. Report for e-Payment.
- e. Report for View application Status.
- f. Report for status of the online applications for MTO Registration & Renewal.
- g. MTO certificate for Registration & Renewal with signature.

4. Licensing & Chartering module-

- a. Implementation of e-Payment.
- b. Development of Upload of Document.
- c. View Uploaded Document for internal.
- d. Report for e-Payment.
- e. Report of Licenses for FORM F, FORM D, FORM B.
- f. Development of certificates for Time charter (Export & Import) with signature.
- g. Development of certificates for SPL & SVL with signature.
- h. Merging of FORM A with FORM B (License).
- i. Merging of FORM C with FORM D (License).
- j. Merging of FORM E with FORM F (License).

5. **Ship Registration & Mortgage-**
 - a. Implementation of e-Payment.
 - b. Development of Upload of Document.
 - c. View Uploaded Document for internal.
 - d. Report for e-Payment.

6. **Examination module-**
 - a. Development of View Seafarer profile for internal user.
 - b. Application for Exam Request Reject at any stage.
 - c. Report for Request Reject History.
 - d. Interface to update Grade status.
 - e. Report to view History of any changes/updation/deletion done.
 - f. Interface for examination seat management MMD wise / Paper wise.
 - g. Application to view status of any result status at any stage MMD wise.
 - h. Introduction of e-Payment summary report.
 - i. Report of e-Payment with different categories (Written / orals).
 - j. Report of 2nd mates with Company& Training details.
 - k. Development of Seafarer details entered by employers and diff department.
 - l. Implementation of e-Payment in Seat booking / Assessment.
 - m. Development of FORM 29.
 - n. Development of EXN 45.
 - o. Introduction of photo & signature of seafarer.
 - p. Implementation of photo in Seafarers Profile/Admit card/Form29 / EXN 45.

7. **COP / COC Data upload facility**
 - a. New application developed to upload the DC Endorsement Data
 - b. New application developed to upload the GMDSS Data
 - c. New application developed to upload the Watch Keeping Data
 - d. Modification of existing COC data upload application is required.
 - e. New COC/COP Checker developed.
 - f. New application developed to upload the PDF format of DC Endorsement Certificate.
 - g. New application developed to upload the PDF format of GMDSS Certificate.
 - h. New application developed to upload the PDF format of Watch Keeping Certificate
 - i. New application developed to upload the PDF format of COC Certificate
 - j. Certificates viewed in COC/COP Checker.

8. **COP / COC modification**
 - a. Seafarer's Profile updation (Fields which cannot be edited/update by seafarer)
 - b. Edit (all fields) / Delete records of watch keeping certificate details.
 - c. Edit (all fields) / Delete records of DC Endorsement certificate details.
 - d. Edit (all fields) / Delete records of GMDSS certificate details.
 - e. Edit (all fields) / Delete records of COC certificate details.
 - f. History Report of watch keeping certificate details.
 - g. History Report of DC Endorsement certificate details
 - h. History Report of GMDSS certificate details
 - i. History Report of COC certificate details
 - j. Application For "Record does not exist"
 - k. Configuration, Deployment of D2K on new server (Internal Forms & Reports).

1.2.3 Scope of work

DGS had undertaken a third party baseline survey to capture the feedback on the current customer facing e-services being rendered by DGS.

The survey estimated the user satisfaction levels with the various services provided by Directorate General of Shipping (DGS) and its related offices including MMDs and ROs. Users included students, pre-sea and post-sea seafarers and shipping companies. One of the recommendations emerging from the Survey was to improve the Business Process for efficiency and transparency. Hence DGS intends to undertake an IT transformation exercises and enable all the processes in the organization through the implementation of a comprehensive e-governance solution.

The broad Scope of Work involves:

Phase I: Implementation

Component	Description
Software Development, Customization & Roll out	<p>Software Development, Customization & Roll out for following application modules::</p> <ul style="list-style-type: none"> • Enterprise wide Platform to support Rapid Transformation • Platform should be scalable to enable existing eServices and Back office business functions (e.g. Digital Office, HR/HCM, Payroll etc.) • Internal Automation System covering the four key DGS wings: Administrative, Nautical, Naval Architecture and Engineering along with the MMDs and Allied offices • DG Shipping Portal/s • Interfaces with external agencies & submission of third party data • Solution should have key features like: <ul style="list-style-type: none"> ○ Authentication ○ Administration ○ User Management ○ Vessel Management ○ Database Management ○ Protocol Conversion ○ Health Check ○ DDP Functions
Installation, Commissioning and Roll out of Hardware	<p>Bidder is required to provide following hardware components:</p> <ul style="list-style-type: none"> • Servers: Web, Application, Database, Presentation Layer, Mail, Anti-Virus, EMS, Authentication, Back up, UAT, Load Balancer • Storage Infrastructure: SAN, Tape Library, Storage software and backup software • Information Security Infrastructure: Firewall, IPS, HIDS, Authentication Server

Component	Description
Networking Infrastructure	<ul style="list-style-type: none"> Establishment of Primary & Secondary Link between DR & DC
Training to internal users	<ul style="list-style-type: none"> Bidder shall ensure necessary environment setup, data creation to conduct end user training Training programs: <ul style="list-style-type: none"> ❖ Executive awareness ❖ Train the trainer ❖ Reporting user training ❖ Administrator training
Change Management for external users	<ul style="list-style-type: none"> Assist in conducting outreach program for external users in forms of monthly workshop, training programs
Data migration	<ul style="list-style-type: none"> Existing digitized data, with The Directorate eg. Seafarer INDOS number database, will have to be understood and migrated to the new- governance system. Existing data in hard-copy will have to be understood, sorted, digitized (wherever required) and migrated to the new- governance system
Interface with existing solutions	<ul style="list-style-type: none"> Existing e-governance module assessment Basis the assessment the modules retained in as-is state will require interface for seamless operations in new- governance system

Phase II: Post-Implementation

Component	Description
Project Planning and Monitoring	<ul style="list-style-type: none"> Within 15 calendar days of the effective date of the Contract, Bidder will be required to finalize the Project Charter Fortnightly review meetings providing detailed report on the progress of the project
Ongoing Administration and Maintenance requirements	<ul style="list-style-type: none"> Software application maintenance <ul style="list-style-type: none"> ❖ End user support ❖ Application enhancement / new development ❖ Configuration management and version control ❖ Release management AMC administration Administration of Database, System and Network
Service of SMS and Mail	<ul style="list-style-type: none"> SMS and email to the registered mobile number and email id respectively for pre-defined events

Component	Description
	<ul style="list-style-type: none"> Services to retrieve information by SMS gateway
Helpdesk	<ul style="list-style-type: none"> Provision of helpdesk from 7 AM to 11 PM from Monday to Saturday.
IT Helpdesk and Facility Management Services	<ul style="list-style-type: none"> Help Desk Services for internal users / external users Technical Support Services Vendor Management Services Asset Management services Maintenance of the other IT infrastructure such as printers, computers, scanners etc.
MIS Reports and Incident Reporting	

1.3 Brief description of Bidding Process

1.3.1 DGS has adopted a two-stage process (collectively referred to as the "**Bidding Process**") for selection of the Vendor for award of the Project. The first stage (the "**Expression of Interest (EOI) Stage**") of the process involves pre-qualification of interested parties/Consortia in accordance with the provisions of the EOI. At the end of the EOI Stage, DGS will short-list Applicants who are eligible for participation in this second stage of the Bidding Process (the "**Request for Proposals (RFP) Stage**") comprising Request for Proposals. The Vendor selected after the RFP Stage as per the provisions of the RFP document will be the "**Preferred Vendor**".

1.3.2 The last date to **receive responses to the EOI is 19.09.2016 by 5:00 pm**

1.3.3 The Response to the EOI shall be valid for a period of not less than 30 days from the date specified in Clause 1.3.2 for submission of bids (the "**Response Due Date**").

1.3.4 Any queries or request for additional information concerning this EOI shall be submitted in writing or by fax and e-mail as per the given format

1.3.5 The address for all communications and submission of bids is **Directorate General of Shipping, 9th Floor, Beta Building, I-Think Techno Campus, Kanur Marg (East), Mumbai-400 042, Tele No. 022-25752040/41/42, e-mail: dgship-dgs@nic.in**

2 INSTRUCTIONS TO VENDORS

2.1 Technical eligibility criteria

Sr. No	Requirement	Details	Documents Required
1	Legal Entity	<p>The Bidder (for single firm) must be a company in India Registered under The Company's Act 1956 or Limited Liability Partnership Act 2008.</p> <p>In case of consortium, the lead bidder must be a company in India Registered under The Company's Act 1956 or Limited Liability Partnership Act 2008.</p> <p>And The Bidder (for single firm) or, in case of Consortium, the Lead Bidder and any member of Consortium must be in operation for a period of at least five years as on 31st March 2016.</p>	Copy of Certificate of Registration
2	Annual Turnover	<p>The Bidder (for single firm) must have a minimum average annual turnover of INR 150 Crores (Rupees One Hundred Fifty Crores Only) for the preceding 3 financial years ended with 31st March 2016 (i.e. 2013-14, 2014-15 and 2012-13 or 2015-16 (Provisional).</p> <p>In case of a Consortium, turnover of the Lead and Associate Members must be over INR 150 crore</p>	Audited Balance sheet for all 3 years along with CA Certificate for 3 years clearing stating the turnover
3	Financial: Net Worth	<p>The bidder (for single firm) should have a positive net worth for 3 consecutive years (i.e. 2013-14, 2014-15 and 2012-13 or 2015-16 (Provisional).</p> <p>In case of a Consortium, the Lead and Associate Members must have positive net worth</p>	CA Certificate for 3 years
4	Technical Capability	<p>The Bidder (Single firm or any member of the consortium) must have experience in implementation of at least two IT/ITeS projects of amount not less than the Rs. 10 Crores each which includes Application Development, Software Support, training, support manpower & maintenance involving services to any state / central government organization in India during the last five financial years.</p>	Copy of Work Order AND work completion certificate from client clearly mentioning the scope of work.
5	Certifications	<p>The Bidder (Single firm or lead member of the consortium) must have a valid certification of CMMI Level 5.</p>	Valid Certificate Copy
6	Mandatory Undertaking	<p>The Bidder (Single firm or all members of the consortium) shall not be under a declaration of ineligibility / banned / blacklisted by any State or Central Government / any other Government institutions in India for any reason as on last date of submission of the Bid or convicted of economic offence in India for any reason as on last date of submission of the Bid</p>	Declaration by authorised signatory of the Bidder
7	Mandatory undertaking	<p>The Bidder shall furnish an affirmative statement as to existence of, absence of, or potential for conflict of interest on the part of the bidder, due to prior, current, or proposed contracts, engagements, or affiliations with any of the</p>	Declaration by authorised signatory of the Bidder

		clients – that may have an impact of the contract with Purchaser	
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It should be noted that

- ▶ Vendor company turnover would be considered for only 100 % subsidiary/ division/sub-division/ branch/ business unit. In case the Vendor or the Consortium members are subsidiary companies, the parent company's financials shall be considered.
- ▶ The financial turnover will be taken as given under the head "Income" in audited Profit and Loss Account and excluding non-recurring income, income from other sources and stock. It is clarified that Financial Turnover means relevant revenue as recorded in the Income Side of Profit and Loss Account. It does not mean Profit.
- ▶ Foreign currency Turnover will be converted into Indian Rupees based on RBI reference rate applicable 15 days before proposal due date without assigning any weightage factor.
- ▶ The Applicant should submit self-attested copy of Auditor's report along with Balance Sheet and Profit and Loss statement along with Schedules for the relevant financial year in which the minimum criterion is met (to be read along with the above clause in Financial Criteria).
- ▶ Closing stocks in whatsoever manner should not form part of turnover.

2.2 General terms

- 2.2.1 A Vendor is eligible to submit only one Application for the Project. A Vendor applying individually or as a member of a consortium shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.
- 2.2.2 The Vendor shall initiate, and actively pursue and involve itself in all investigations and enquiries, Authority feedbacks, information, convening of and attendance at meetings, and in any other activities as are or may be necessary for producing high quality work as per the requirements.
- 2.2.3 The Vendor shall carry out the services in compliance with the provisions of this Agreement. Any and all changes necessary to ensure that the Vendor's documents conform to the intent and purpose set out in the Agreement, shall be made at the Vendor's own expense. The Bidder represents that it is a professional and experienced company providing requisite services and hereby agrees to bear full responsibility for the correctness and technical merit of the services performed.
- 2.2.4 Vendors shall be evaluated on the basis of the Eligibility Criteria specified in this document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that DGS's decisions are without any right of appeal whatsoever.
- 2.2.5 Any entity which has been barred by the Central/State Government in India or by any entity controlled by them, from participating in any project, and the bar subsists as on the date of Response, would not be eligible to submit a Response.
- 2.2.6 A Vendor should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Vendor, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Vendor.

- 2.2.7 Vendors are encouraged to inform themselves fully about the assignment before submitting the Response by sending written queries to DGS before the last date for receiving queries/clarifications.
- 2.2.8 DGS shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to Response or the Selection Process, including any error or mistake therein or in any information or data given by DGS.
- 2.2.9 The Response and all communications in relation to or concerning the EOI shall be in English language.
- 2.2.10 The documents including this EOI and all attached documents, provided by DGS are and shall remain or become the property of DGS and are transmitted to the Vendors solely for the purpose of preparation and the submission of a Response in accordance herewith. Vendors are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Response.
- 2.2.11 A Vendor shall be liable for disqualification if any legal, financial or technical adviser of DGS in relation to the Project is engaged by the Vendor, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process. In the event any such adviser is engaged by the Preferred Vendor after issue of the LOA or execution of the Service Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Service Agreement and without prejudice to any other right or remedy of DGS, which DGS may have thereunder or otherwise, the LOA or the Service Agreement, as the case may be, shall be liable to be terminated without DGS being liable in any manner whatsoever to the Preferred Vendor for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Vendor, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of the EOI for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.
- 2.2.12 The Vendor may be a Sole Firm or a “**Consortium**” of Firms. A **Consortium** can have maximum of two (2) members – including one Lead Member (“**Lead**”) and one Associate Member (“**Associate**”).
- 2.2.13 In case the Vendor is a Consortium, it must fulfil the following criteria:
- The Response should contain the information required for each member of the Consortium
 - The Response should include a broad description of the roles and responsibilities of each of the members of the Consortium
 - Each Consortium must nominate a lead member of the Consortium and must submit the Power of Attorney by all members of the Consortium in favour of the lead member
 - An individual Applicant cannot at the same time be a member of a Consortium applying for this Project. Further, a member of a particular Consortium cannot be member of any other Consortium applying for this Project.
 - The members of the Consortium shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Service Agreement however DGS will interact with lead member who shall own all liability and responsibility on behalf of consortium.

- The Lead Member in the Consortium alone or in collaboration with the other members of consortium must meet the terms and conditions for eligibility criteria.
- The Consortium as a whole must be a sound entity both technically and financially.

2.2.14 The EOI Document can be accessed from the website of DGS

<http://www.dgshipping.gov.in/Content/TenderNotices.aspx>

2.3 Cost of Bidding

2.3.1 The Vendors shall be responsible for all of the costs associated with the preparation of their Responses and their participation in the Bidding Process. DGS will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.3.2 The response would be accompanied with the EOI Fee of Rs.5,000/- (Rupees Five Thousand only). This could be submitted along with the response in the form of a Demand Draft in favour of **Director General of Shipping, Mumbai** to response Submission Date.

2.4 Verification and Disqualification

2.4.1 DGS reserves the right to verify all statements, information and documents submitted by the Vendor in response to the EOI and the Vendor shall, when so required by DGS, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by DGS shall not relieve the Vendor of its obligations or liabilities hereunder nor will it affect any rights of DGS thereunder.

2.4.2 DGS reserves the right to reject any Response if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Vendor does not provide, within the time specified by DGS, the supplemental information sought by DGS for evaluation of the Response.

Such misrepresentation/ improper response shall lead to the disqualification of the Vendor. If the Vendor is a Consortium, then the entire Consortium and each Member may be disqualified / rejected.

2.4.3 In case it is found during the evaluation or at any time before signing of the Service Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions, as set forth in Section 3.3, have not been met by the Vendor, or the Vendor has made material misrepresentation or has given any materially incorrect or false information, the Vendor shall be disqualified forthwith if not yet appointed as the Preferred Vendor either by issue of the LOA or entering into of the Service Agreement, and if the Preferred Vendor has already been issued the LOA or has entered into the Service Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this EOI, be liable to be terminated, by a communication in writing by DGS to the Preferred Vendor without DGS being liable in any manner whatsoever to the Preferred Vendor.

2.5 Clarifications

2.5.1 Vendors requiring any clarification on the EOI may notify DGS by e-mail in accordance with Clause 1.3.3. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.4. DGS shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Response Due Date. The DGD responses to the queries will be sent by e-mail. DGS will forward all the queries and its

responses thereto, to all Vendors without identifying the source of queries. The clarification should be sought by Vendors as per format in Appendix – V: Format for submission of queries

2.5.2 DGS shall endeavour to respond to the questions raised or clarifications sought by the Vendors. However, DGS reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring DGS to respond to any question or to provide any clarification.

2.5.3 DGS may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Vendors. All clarifications and interpretations issued by DGS shall be deemed to be part of the EOI. Verbal clarifications and information given by DGS or its employees or representatives shall not in any way or manner be binding on DGS.

2.6 Amendment of EOI

2.6.1 At any time prior to the Response Due Date, DGS may, for any reason, whether at its own initiative or in response to clarifications requested by a Vendor, modify the EOI by the issuance of Addenda.

2.6.2 Any Addendum issued hereunder will be issued on the website of DGS. The Vendors are advised to regularly check the website in case of any Addendum being issued.

2.6.3 In order to afford the Vendors a reasonable time for taking an Addendum into account, or for any other reason, DGS may, in its sole discretion, extend the Response Due Date.

3 FRAUD AND CORRUPT PRACTICES

- 3.1 The Vendors and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process, subsequent to the shortlisting and during the RFP stage. Notwithstanding anything to the contrary contained herein, DGS may reject a Response, reject a shortlisted Vendor, as the case may be, without being liable in any manner whatsoever to the Vendor, if it determines that the Vendor has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 3.2 Without prejudice to the rights of DGS under Clause 3.1 hereinabove, or otherwise if a Vendor is found by DGS to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the shortlisting and RFP stage, such Vendor shall not be eligible to participate in any tender or EOI issued by DGS during a period of 2 (two) years from the date such Vendor, is found by DGS to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 3.3 For the purposes of this Clause 3, the following terms shall have the meaning **hereinafter** respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of DGS who is or has been associated in any manner, directly or indirectly, with the Bidding Process, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of DGS, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.4 of this EOI, engaging in any manner whatsoever, whether during the Bidding Process or after the shortlisting and the RFP stage, any person in respect of any matter relating to the Project, who at any time has been or is a legal, financial or technical adviser of DGS in relation to any matter concerning the Project;
 - (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
 - (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by DGS with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Vendors with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

4 MISCELLANEOUS

- 4.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Mumbai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 4.2 DGS, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Vendor in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to DGS by, on behalf of, and/ or in relation to any Vendor; and/ or
 - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Vendor.
- 4.3 It shall be deemed that by submitting the Response, the Vendor agrees and releases DGS, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

5 APPENDICES

5.1 Appendix – I: Letter comprising the Response

Dated:

To

The Directorate General of Shipping (DGS)
9th Floor, Beta Building, i-Think Techno Campus,
Kanjurmarg (East), Mumbai - 400 042

Sub: EOI Response for Engagement of Vendor (SI) for providing a comprehensive e-Governance solution to Directorate General of Shipping

Dear Sir,

With reference to your EOI document dated _____, I/we, having examined the EOI and understood the contents, hereby submit my/our Response for the aforesaid Project.

1. The Response is unconditional and unqualified.
2. I/ We acknowledge that DGS will be relying on the information provided in the Response and the documents accompanying the Response for selection of the Preferred Vendor for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Response are true copies of their respective originals.
3. I/ We shall make available to DGS any additional information it may find necessary or require to supplement or authenticate the Response.
4. I/ We acknowledge the right of DGS to reject our Response without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last three years, we/ any of the Consortium Members[£] or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the EOI, including any Addendum issued by DGS; and
 - (b) I/ We do not have any conflict of interest in accordance with Clause 2.1.8 of the EOI document; and

[£] If the Vendor is not a Consortium, the provisions applicable to Consortium may be omitted.

- (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section 4 of the EOI document, in respect of any tender or request for proposal issued by or any agreement entered into with DGS or any other public sector enterprise or any government, Central or State; and
- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 3 of the EOI, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Response that you may receive without incurring any liability to the Vendors.
8. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(s) the Technical and Financial Eligibility criteria and meet(s) the requirements as specified in the EOI document.
9. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting the EOI response.
10. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
13. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate DGS of the same immediately.
14. I/ We have studied all the EOI carefully. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by DGS or in respect of any matter arising out of or relating to the Bidding Process.
15. I/ We shall keep this offer valid for 30 (Thirty) days from the Response Due Date specified in the EOI.

In witness thereof, I/we submit this Response under and in accordance with the terms of the EOI document.

Yours faithfully,

(Signature, name and
designation of the Authorised
signatory)

Date:

Place:

Name and seal of Vendor/Lead Member

Note: Paragraphs in curly parenthesis may be omitted by the Vendor, if not applicable to it, or modified as necessary to reflect Vendor-specific particulars.

5.2 Appendix – II: Details of Vendor

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the DGS:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

4. Particulars of the Authorised Signatory of the Applicant:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.1.5 should be attached to the Application.

(c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role*
1.		
2.		
3.		
4.		

* The role of each Member, as may be determined by the Applicant.

(d) The following information shall also be provided for each Member of the Consortium:

Name of Applicant/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Applicant/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by it, from participating in any project?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Application?		
3.	Has the Applicant/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Applicant and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

5.3 Appendix – III: Format for past experience

5.3.1 Bid Response Sheet 1

S. no.	Name of project	Type: Similar or Core	Project		Date of			Name of client	Equity holding in the executing agency
			Location	Cost (INR crore)	Award	Commencement	Completion		

5.3.2 Bid Response Sheet 2

Name of Vendor		Member Code
		Category
1.	Name of contract	
	Country	
2.	Name of employer/client	
3.	Employer's address, telephone and fax no.)	
4.	Role (strike out whichever is not applicable) Developer/Prime contractor/ Subcontractor	
5.	Value of the Total Contract (in specified currencies and INR)	
6.	Value of the Vendor's Contract (in specified currencies and INR)	
7.	Certified Billings till date (in specified currencies and INR and exchange rate)	
8.	Date of Award	
9.	Date of Commencement of Project/ Contract	
10.	Date of Completion/ Commissioning	

Note:

- Information provided in this section is intended to serve as a backup for information provided in accordance in Bid Response Sheet 1.
- The Projects cited must be accompanied with and comply with the work orders and client/performance certificate
- A separate sheet should be filled for each of the Eligible Projects.

5.4 Appendix – IV: Format for Financial Capability of the Vendor

Name of Vendor/ Lead Member of Consortium:

Annual Turnover (in INR crore)

	2012-13	2013-14	2014-15	2015-16 (if audited)	Annual average turnover
Name of the Vendor/ Lead Member of Consortium					
Name of the Associate Member, if any					

5.5 Appendix – V: Format for submission of queries

Name of Vendor:

Contact Details of Vendor:

S. no.	Clause Reference	Page Reference	Details of Query
