

RFP for Appointment of
Agency for Operation and
Maintenance of Crew Training
Institute, Chandbali and
Odisha Maritime Academy,
Paradip

Directorate of Ports and IWT
Government of Odisha

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DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Authority or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFP (the “Application”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with pre-qualification of Applicants for participation in the Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select and shortlist pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Concessionaire for the Project and the Authority reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

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

1 Notice Inviting Tender



Directorate of Ports & Inland Water Transport,
Zone-A, Ground Floor, Fortune Tower,
Chandrasekharapur, Bhubaneswar-751023
Phone: 0674-2300885, Email: - ports@nic.in

NO. 2499 P & IWT,

DATE. 28-07-2025

NOTICE INVITING TENDER (NIT)

Request for Proposal (RFP) for Selection of an Agency/Firm for Up-gradation, Operation, Maintenance and Management of Crew Training Institute at Chandbali in Bhadrak District and Odisha Maritime Academy at Paradip in Jagatsinghpur District.

The Government of Odisha is prioritizing skill development in the maritime sector through the establishment of two key institutions: the Odisha Maritime Academy (OMA) at Paradip and the Crew Training Institute (CTI) at Chandbali. These institutions aim to provide high-quality training to create a competent and well-equipped workforce that meets the growing demands of the maritime industry.

Located in Chandbali, the Crew Training Institute (CTI) is a premier center focused on equipping unemployed youth and crew members in Odisha with the skills necessary for operating and maintaining inland vessels.

Situated in Paradip, the Odisha Maritime Academy (OMA) is a renowned institution committed to producing skilled seafarers through comprehensive education and professional training. The academy is recognized and accredited by the Directorate General of Shipping (DGS), Government of India.

As a part of this endeavor, the Authority has decided to invite from eligible entities to undertake the **Up-gradation, Operation, Maintenance and Management of Crew Training Institute at Chandbali in Bhadrak District and Odisha Maritime Academy at Paradip in Jagatsinghpur District (the "Project")** in PPP Mode, and has, therefore, decided to carry out the bidding process for selection of an entity as the Bidder to whom the Project may be awarded. The involvement of the private sector partners would leverage the industry knowledge as well as the investments in terms of qualified trainers, multifaceted placement opportunities, etc. The Authority now intends to ensure quality interventions aligned with industry requirements. The proposed agency/firms would upgrade, operate, maintain and manage the institutes while focusing on imparting relevant training through their expertise in the concerned fields.

Interested experienced agencies/firms may download the RFP document online from the website of Government of Odisha <https://ct.odisha.gov.in/tenders-advertisement> or can be collected from the Directorate from **01.08.2025 to 20.08.2025 upto 03.00 P.M.** The Agency/Firms who wish to participate shall deposit the non-refundable document cost for an amount of **Rs.1,000 (Rupees One Thousand) only** in shape of Demand Draft from any Scheduled/ Nationalized Bank & EMD for **Rs.50,000/- (Rupees Fifty Thousand) only in shape of Term Deposit** from any Nationalized/ Scheduled Bank/ National Savings Certificate (NSC) drawn in favour of Director, Ports and Inland Water Transport, Odisha, Bhubaneswar payable to Bhubaneswar.

Query/Clarifications

Queries/ Clarifications if any, on the above RFP can be obtained from the following address;

**Directorate of Ports & Inland Water Transport,
Zone-A, Ground Floor, Fortune Tower,
Chandrasekharapur, Bhubaneswar-751023
Phone -0674-2300885,
Email: - portsniwt.od@nic.in**

The Directorate of Ports and Inland Water Transport, Odisha reserves the rights to accept or reject any or all tender without assigning any reason and no correspondences shall be entertained in this regard.


Director
Ports & IWT
Odisha
28/07/2025

Memo No. 2500 / Dtd. 28.07.2025 //

Copy submitted to the Deputy Director (Advertisement), I&PR Department, Odisha, Bhubaneswar for kind information with a request to publish the notice in 2(Two) leading Odia Daily and 2 (Two) English National Daily News Paper on or before **01.08.2025** for wide circulation.


Director
Ports & IWT
Odisha
28/07/2025

Memo No. 2501 / Dtd. 28.07.2025 //

Copy forwarded to the Director, Printing Stationary and Publication, Government of Odisha, Madhupatana, Cuttack-10 for information and necessary action. He is requested to arrange for publication in next issue of Odisha Gazette.


Director
Ports & IWT
Odisha
28/07/2025

Memo No. 2502 / Dtd. 28.07.2025 //

Copy forwarded to the Head State portal group, IT Centre Department of Information and Technology, Odisha, Bhubaneswar with a request to display the tender documents in the Website of Government of Odisha i.e. in <https://odisha.gov.in/all-tenders> with facilities so as to enable the interested bidders to participate in the tender till the last date of sale and receipt i.e. **20.08.2025 up to 3.00 PM.**


Director
Ports & IWT
Odisha

Memo No. ⁽²⁾ 2503 / Dtd. 28.07.2025 //

Copy submitted to the F.A.-cum-Additional Secretary to Government/ Additional Secretary to Government, Commerce & Transport (Com) Department, Odisha, Bhubaneswar for favour of information.


Director
Ports & IWT
Odisha

Memo No. 2504 / Dtd. 28.07.2025 //

Copy submitted to the Collector and District Magistrate, Khurda / Superintendent of Police, Khurda for favour of kind information and necessary action.


Director
Ports & IWT
Odisha

Memo No. ⁽²⁾ 2505 / Dtd. 28.07.2025 //

Copy forwarded to the Principal, Crew Training Institute, Chandabali, Bhadrak/ Principal, Odisha Maritime Academy, Paradip for information and necessary action.


Director
Ports & IWT
Odisha

Memo No. ⁽²⁾ 2506 / Dtd. 28.07.2025 //

Copy forwarded to the Superintending Engineer, Inland Water Transport, Mechanical Division, Cuttack/ Superintending Engineer, Ports & IWT, Civil Division, Berhampur/ Executive Engineer, Fishery Engineering Division, Bhubaneswar for information & wide circulation.


Director
Ports & IWT
Odisha

Memo No. ⁽³⁾ 2507 / Dtd. 28.07.2025 //

Copy to Estimator for information and necessary action/ Guard File for record and reference/Office Notice Board for wide circulation.


Director
Ports & IWT
Odisha



2 Introduction

2.1 Background

The Directorate of Ports and Inland Water Transport (DPIWT), Odisha (the “Authority”) is engaged in the development of Ports and Inland Water Transport of Odisha and as part of this endeavor, the Authority has decided to undertake operation and maintenance of the Crew Training Institute, Chandbali and Odisha Maritime Academy, Paradip (the “Project”) through Public-Private Partnership (the “PPP”) mode, and has decided to carry out the bidding process for selection of a private entity as the bidder to whom the Project may be awarded.

The Authority intends to select a suitable Applicant (the “Bidders”) for awarding the Project through an open competitive bidding process in accordance with the procedure set out herein.

2.2 Information Memorandum

The Crew Training Institute, Chandbali, is a government-run institution established in 1979 under the administrative control of the Commerce & Transport Department, Government of Odisha. The institute offers training programs for the operation and maintenance of inland vessels, targeting both existing crew members and unemployed youth across the state. Graduates of these programs are equipped with practical skills and are employed in various capacities such as Launch Driver, Serang, Seacunny, Boatman, and Launch Khalasi. They find employment in multiple Government Departments, including Revenue & Disaster Management, Forest, Water Resources, Fisheries & Animal Resources Development, and Health & Family Welfare, as well as in inland vessels operated by the Coast Guard, Navy, and Ports sector.

Odisha Maritime Academy (OMA), located in Paradip, is a premier maritime training institution committed to developing highly skilled seafarers through quality education and hands-on training. Accredited by the Directorate General of Shipping (DGS), Government of India, and compliant with International Maritime Organization (IMO) standards, OMA offers a comprehensive curriculum that aligns with international best practices. Its programs range from foundational

Pre-Sea Training to advanced Post-Sea and mandatory STCW courses, catering to the diverse requirements of the maritime industry. With modern infrastructure including simulation laboratories, training vessels, classrooms, and residential facilities, OMA ensures a holistic learning environment that prepares students for successful maritime careers.

2.2.1 Vision

Over time, it is envisioned that the Crew Training Institute, Chandbali, and the Odisha Maritime Academy, Paradip, require up-gradation to meet international standards. To achieve this, the institutes will be developed, operated, maintained, and managed through a Public-Private Partnership (PPP) model.

Under this model, the Government (Authority) will provide the existing land and infrastructure, while the private partner will be responsible for the operational, maintenance and management costs. The private entity will also bring in industry expertise to enhance training quality, ensure alignment of the curriculum with D.G. Shipping, GoI guidelines, current industry requirements, and facilitate successful student placements through strong industry linkages. Additionally, the private partner will be expected to upgrade infrastructure and secure necessary accreditations for both institutions, enabling them to function at par with global maritime training standards.

2.2.2 Current Courses Offered

2.2.2.1 Crew Training Institute Chandbali

Crew Training Institute, Chandbali, imparts the following 2 (Two) types of training courses.

- i. 10 Months Regular Course (Deck & Engine Rating Course) for 30 students every year.
- ii. 03 Months Refresher Course (Deck & Engine Rating Course) for 10 in-service candidates in every quarter.

2.2.2.2 Odisha Maritime Academy Paradip

Odisha Maritime Academy, Paradip offers the following courses

- i. A six-month residential Pre-Sea General Purpose Rating Training program for ship crew, conducted twice a year—from January to June and from July to December. The Academy is approved by the Directorate General of Shipping (DG Shipping), Government of India, and admits 40 trainees per batch, accommodating a total of 80 trainees annually.
- ii. As part of the program, trainees undergo a series of mandatory STCW (Standards of Training, Certification, and Watch keeping) courses, designed to equip them with essential skills in safety, emergency response, and on-board duties. The key courses include:
 - Personal Survival Techniques (PST)
 - Fire Prevention and Fire Fighting (FPFF)
 - Elementary First Aid (EFA)
 - Personal Safety and Social Responsibility (PSSR)
 - Security Training for Seafarers with Designated Security Duties (STSDSD)

To enhance practical exposure, the Academy also facilitates guided visits to various types of ships docked at Paradip Port, providing trainees with valuable hands-on insights into vessel operations and shipboard life.

2.2.3 Existing Infrastructure

2.2.3.1 Crew Training Institute, Chandbali

The institute is spread over 2.03 acres and is equipped with essential infrastructure to support quality maritime training. Key facilities include:

- An Administrative Building
- Two Smart Classrooms
- A Computer Laboratory
- A Combined Library and Reading Room
- A Seamanship & Engine Workshop
- A Common Room for staff and students
- A 48-bed hostel facility (comprising 12 rooms with 4 beds each)

To support future expansion, the institute has acquired an additional 7.72 acres of land located a few kilometres from the current premises. Moreover, steps has already been taken for alienation of Government land measuring to 2.28 acres adjacent land to be integrated with the newly acquired plot, pending approval from the Directorate General of Shipping (DG Shipping).

For hands-on and technology-driven training, the institute is equipped with two advanced simulators: an Inland Vessel Navigation (IVN) Simulator and an Officer of Watch (OOW) Simulator, enhancing students' practical learning and preparedness for maritime careers.

2.2.3.2 Odisha Maritime Academy, Paradip

Odisha Maritime Academy is spread across 15 acres of land and houses a two-storied academic and training facility.

Ground Floor Facilities:

- Two classrooms
- A Seamanship Workshop
- A Simulator Room
- An Engineering Workshop
- A Computer Room
- A Warden's Room
- One Staff Room
- One Bathroom

First Floor Facilities:

- Four hostel rooms (each with a capacity of 10 trainees)
- A Dining Hall
- A Kitchen
- A Store Room
- A Gym Room
- A Library
- A Conference Room

In addition to the main building, the campus also includes a separate Administrative Office and the Principal's Chamber.

For practical training, the Academy is equipped with an Officer of Watch (OOW) Simulator, providing hands-on experience aligned with maritime industry standards.

2.3 Brief description of Bidding Process

The Authority has adopted a two-stage process (collectively referred to as the "Bidding Process") for selection of the bidder for award of the Project. The first stage (the "Qualification Stage") of the process involves qualification (the "Qualification") of interested parties who make an application in accordance with the provisions of this.

Prior to making an Application, Agency/Firms who wish to participate shall deposit the document cost for an amount of Rs.1,000/- (Rupees One Thousand) only in shape of Demand Draft from any Scheduled/ Nationalized Bank & EMD for Rs.50,000/- (Rupees Fifty Thousand) only in shape of Term Deposit from any Nationalized/ Scheduled Bank/ National Savings Certificate (NSC) drawn in favour of Director, Ports and Inland Water Transport, Odisha, Bhubaneswar payable to Bhubaneswar.

The Bid Security shall be refundable no later than 90 (ninety) days from the Bid Due Date, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security of Rs.10.00 Lakhs under the Concession Agreement.

At the end of this stage, the Authority expects to shortlist suitable Applicants who shall be eligible for participation in the second stage of the Bidding Process (the "Bid Stage") comprising Request for Proposals (the "Request for Proposals" or "RFP").

In the Qualification Stage, Applicants would be required to furnish all the information specified in this RFP. Only those Applicants that are short-listed by the Authority shall be considered for the Bid Stage.

The Bid shall be valid for a period of 90 days from the "Bid Due Date".

During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the concession including implementation of the Project.

Further other details of the process, if any, to be followed during the "Bid Stage" and the terms thereof will be spelt out in the Bidding Documents.

Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to Director, Ports and Inland Water Transport, Odisha, Bhubaneswar. The envelopes/communications shall clearly bear the following identification/ title:

"Queries/ Request for Additional Information: "Request for Proposal (RFP) for Selection of an Agency/Firm for Up-gradation, Operation, Maintenance and Management of Crew Training Institute at Chandbali in Bhadrak District and Odisha Maritime Academy at Paradip in Jagatsinghpur District".

2.4 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

	Event Description	Date	Time
1	Sale of Bid Documents	01.08.2025	11.00 am
2	Bid Submission Start Date	01.08.2025	03.30 pm
3	Last Date of Receiving Queries	07.08.2025	03.30 pm
4	Pre-bid Meeting	08.08.2025	11.00 am
5	Bid Due Date	20.08.2025	03.00 pm
6	Opening of Bids	20.08.2025	03.30 pm
7	Letter of Award	Will be intimated later	-
8	Validity of Bids	90 (Ninety) Days	-
9	Signing of Operations and Management Agreement	Will be intimated later	-

The Bid Document shall be available at

[https://ct.odisha.gov.in/tenders-advertisement.](https://ct.odisha.gov.in/tenders-advertisement)

3 Instructions to Applicants

3.1 General

3.1.1 Scope of Application

The Authority wishes to receive of capable Applicants for selection of an agency for Operation and Maintenance of Crew Training Institute, Chandbali and Odisha Maritime Academy, Paradip.

3.1.2 Eligibility of Applicants

To be eligible, a Bidder shall fulfil the following conditions of eligibility:

- The bidder must be a registered entity under the Companies Act 2013/ Societies Registration Act, 1860/ or the Indian Trust Act, 1882.
- **Financial Capacity:** The Applicant shall have a minimum average Turn Over (the “Financial Capacity”) of Rs.3.00 Crore (Rupees Three Crore) only of the previous three financial years viz; 2022-2023, 2023-2024 & 2024-25.
- **O&M Experience:**
 - i. The bidder must have a minimum of 3 (three) years of experience, till the Bid Due Date, in the operation and maintenance (O&M) of similar institutes. International experience is acceptable.
- **Other Requirements:**
 - i. The bidder should have established linkages with port sector business.
 - ii. A minimum of 500 students must have been trained in the Maritime and Inland Waterways Transport Sector, of which at least 40% must have been successfully placed.
 - iii. The bidder should not have been blacklisted/ terminated by any State/ Central government in the last 5 financial years

3.1.3 Number of Applications and costs thereof

No Applicant shall submit more than one Application for the Project.

The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bid Process. The Authority will not be responsible or in any way liable for

such costs, regardless of the conduct or outcome of the Bidding Process.

3.1.4 Site visit and verification of information

Applicants are encouraged to submit their respective Applications after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities, access to site, weather data, applicable laws and regulations, and any other matter considered relevant by them.

3.1.5 Acknowledgement by Applicant

It shall be deemed that by submitting the Application, the Applicant has:

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from the Authority;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 3.1.4 above; and
- d) agreed to be bound by the undertakings provided by it under and in terms hereof.

The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

3.1.6 Right to accept or reject any or all Applications/ Bids

Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event

that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

The Authority reserves the right to reject any Application and/ or Bid if:

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

In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed either by issue of the LOA or entering into of the Operations and Maintenance Agreement, and if the Applicant has already been issued the LOA or has entered into the Operations and Maintenance Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Applicant, without the Authority being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents, the Operations and Maintenance Agreement or under applicable law.

The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

3.2 Documents

3.2.1 Contents of the RFP

This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 3.2.3 below.

Invitation for Qualification

Section 1: Introduction

Section 2: Instructions to Applicants

Section 3: Criteria for Evaluation

Section 4: Fraud and Corrupt Practices

Section 5: Pre Application Conference

Section 6: Miscellaneous

Appendices

- I. Letter comprising the Application
- II. Power of Attorney for signing of Application

3.2.2 Clarifications

Applicants requiring any clarification on the RFP may notify the Authority in writing or e-mail (portsniwt.od@nic.in) to Director, Ports and Inland Water Transport, Odisha, Bhubaneswar. The envelopes/communications shall clearly bear the following identification/ title:

*"Queries/ Request for Additional Information: **Request for Proposal (RFP) for Selection of an Agency/Firm for Up-gradation, Operation, Maintenance and Management of Crew Training Institute at Chandbali in Bhadrak District and Odisha Maritime Academy at Paradip in Jagatsinghpur District**".*

They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 2.4 above. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Application Due Date. The responses will be sent by e-mail (portsniwt.od@nic.in). The Authority will forward all the queries and its responses thereto, to all purchasers of the RFP without identifying the source of queries.

The Authority shall endeavour to respond to the questions raised or clarifications sought by the Applicants. However, the Authority 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 the Authority to respond to any question or to provide any clarification.

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

3.2.3 Amendment of RFP

At any time prior to the deadline for submission of Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP by the issuance of Addenda.

Any Addendum thus issued will be sent in writing to all those who have purchased the RFP.

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

3.3 Preparation and Submission of Application

3.3.1 Language

The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language, provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

3.3.2 Format and signing of Application

The Applicant shall provide all the information sought under this RFP. The Authority will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.

The Applicant shall prepare 1 (one) original set of the Application (together with originals/ copies of documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Applicant shall submit 1 (one) copy of the Application, along with documents required to be submitted along therewith pursuant to this RFP, marked "COPY". In the event of any discrepancy between the original and the copy, the original shall prevail.

The Application and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page in blue ink. In case of printed and published documents, only the cover shall be initiated. All the alterations, omissions, additions or any other amendments made to the Application shall be initiated by the person(s) signing the Application. The Application shall contain page numbers and shall be bound together in hard cover.

3.3.3 Sealing and marking of Applications

The Applicant shall submit the Application in the format specified at Appendix-I, together with the documents specified below, and seal it in an envelope and mark the envelope as "APPLICATION". The Applicant shall seal the original and the copy of the Application, together with their respective enclosures, in separate envelopes duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope which shall also be marked in accordance with the directions as follows.

Each envelope shall contain:

- a) Application in the prescribed format (Appendix-I) along with Annexes and supporting documents;
- b) Power of Attorney for signing the Application as per the format at Appendix-II;

- c) copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed; and
- d) copies of Applicant's duly audited balance sheet and profit and loss account for the preceding five years.
- e) Each of the envelopes shall clearly bear the following identification:
“Application for Request for Proposal (RFP) for Selection of an Agency/Firm for Up-gradation, Operation, Maintenance and Management of Crew Training Institute at Chandbali in Bhadrak District and Odisha Maritime Academy at Paradip in Jagatsinghpur District” and shall clearly indicate the name and address of the Applicant. In addition, the Application Due Date should be indicated on the right hand corner of each of the envelopes.

Each of the envelopes shall be addressed to:

**Directorate of Ports & Inland Water Transport,
Zone-A, Ground Floor, Fortune Tower,
Chandrasekharpur, Bhubaneswar-751023
Phone -0674-2300885,
Email: - portsniwt.od@nic.in**

If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any, suffered by the Applicant.

Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

3.3.4 Application Due Date

Applications should be submitted before 03.00 P.M on the Application Due Date, at the address provided in Clause 3.3.3 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified in Clause 3.3.3.

The Authority may, in its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 3.2.3 uniformly for all Applicants.

3.3.5 Late Applications

Applications received by the Authority after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

3.3.6 Modifications/ substitution/ withdrawal of Applications

The Applicant shall not modify or substitute its Application after submission or after the Application Due Date.

The withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 3.3.3, with the envelopes being additionally marked "WITHDRAWAL", as appropriate.

3.4 Evaluation Process

3.4.1 Opening and Evaluation of Applications

The Authority shall open the Applications at 03.00 P.M. on the Application Due Date, at the place specified in Clause 3.3.3 above and in the presence of the Applicants who choose to attend.

Applications for which a notice of withdrawal has been submitted in accordance with Clause 3.3.6 shall not be opened.

The Authority will subsequently examine and evaluate Applications in accordance with the provisions set out in Section 3.6.

Applicants are advised that pre-qualification of Applicants will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

Any information contained in the Application shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.

The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.

If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from computation of the Eligible Score of the Applicant.

In the event that an Applicant claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the Eligible Score, and may also, while computing the aggregate Experience Score of the Applicant, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material representation, the Authority reserves the right to reject the Application and/ or Bid in accordance with the provisions of Clause 3.1.6.

3.4.2 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

3.4.3 Tests of responsiveness

Prior to evaluation of Applications, the Authority shall determine whether each Application is responsive to the requirements of the RFP. An Application shall be considered responsive only if:

- a) it is received as per format(s) at Appendix-I;

- b) it is received by the Application Due Date including any extension thereof pursuant to Clause 3.3.4;
- c) it is signed, sealed, bound together in hard cover, and marked as stipulated in Clauses 3.3.2 and 3.3.3;
- d) it is accompanied by the Power of Attorney as specified in Clause 3.1.2;
- e) it contains all the information and documents (complete in all respects) as requested in this RFP;
- f) it contains information in formats same as those specified in this RFP;
- g) it contains certificates from its statutory auditors in the formats specified at Appendix-I of the RFP for each Eligible Project;
- h) it does not contain any condition or qualification; and
- i) it is not non-responsive in terms hereof.

3.4.4 Clarifications

To facilitate evaluation of Applications, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

If an Applicant does not provide clarifications sought under the above clause within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

3.5 Qualification and Bidding

3.5.1 Short-listing of Applicants

After the evaluation of Applications, the Authority would shortlist Applicants (Bidders) for Bid Stage.

3.5.2 Proprietary data

All documents and other information supplied by the Authority or submitted by an Applicant to the Authority shall remain or become

the property of the Authority. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The Authority will not return any Application or any information provided along therewith.

3.5.3 Correspondence with the Applicant

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

3.6 Criteria for Evaluation

3.6.1 Evaluation parameters

Sl. No.	Criteria	Max Marks	Documentary Evidence
A	Financial Capacity		
1.	The Bidder should have achieved a Minimum Annual Average Turnover (x) of Rs.3.00 Crore in any the last three financial years 2022-2023 to 2024- 2025 from the DG shipping / IWAI approved courses (10 marks max) i. if 3 Cr. $\leq x < 5$ Cr.: 2 Marks ii. if 5 Cr. $\leq x < 10$ Cr.: 5 Marks iii. if $x \geq 10$ Cr.: 10 Marks	10	Audited Financial Report and CA certificate indicating minimum annual financial turnover in any three years
	Financial Capacity Sub Total [A]	10	
B	Prior Experience		
1	Have experience of managing and administrating of institute/college which offers training and courses in maritime sector approved by DG shipping / IWAI with had a minimum capacity of 100 seats. (10 marks max) i. More than 50 and less than equal to 100 seats numbers= 5 marks ii. For every additional 50 seats above= 5 marks	20	Work Completion certificate to establish existence and other relevant document
2	Currently operating at least 1 (one)	10	Work Order

Sl. No.	Criteria	Max Marks	Documentary Evidence
	operational Institute/College as mentioned above. (10 marks max) i. for one institute = 5 marks ii. More than one institute = 10 marks		
3	Annual Placement Record (10 marks max) : i. Less than 40% = 0 Marks ii. More than equal to 40% and less than 50% annual placement = 5 Marks iii. More than equal to 50% = 10 marks	10	Self-Certified Copies
4	Industry linkages of the bidder (10 marks max) : i. Linkages with similar industries other than Maritime & IWT Sector= 5 Marks ii. Linkage with the Maritime Industries, such as ports, shipbuilding and repair facilities, IWT Terminals, Container Terminals, etc.= 10 Marks iii. Operator of Ports= 20 Marks	20	MoUs, MoAs, or any other relevant documents
5	Operating the institutes through CSR funding	10	Relevant documents
	Experience Score Sub Total [B]	70	
C	Concept Presentation		
1	Concept Presentation including the following in PowerPoint Presentation: i. Concept presentation including conceptual plan, project components and scope. ii. Details of staff: teaching, non-teaching and management iii. Detail plans for placements iv. Future plan details align to state goal.	20	To be judged by Technical Evaluation Committee as decided by C&T. Bidder may be called for Presentation by C&T.
	Presentation Score Sub Total [C]	20	
	Combined Score (TS)	(A+B+C)	100

3.6.2 Finalizing of Applicant

The credentials of eligible Applicants shall be measured in terms of their Combined Score. The Applicants shall then be ranked on the basis of their respective Combined Score and ranked accordingly.

The Authority may, in its discretion, maintain a reserve list of Applicants who may be invited for negotiations in the event of the withdrawal of winning applicant from the Bid Process.

3.7 Fraud and Corrupt Practices

The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant 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.

Without prejudice to the rights of the Authority under Clause above, if an Applicant is found by the Authority 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, such Applicant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority 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, as the case may be.

For the purposes of this Clause 3.7, 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 the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA

or has dealt with matters concerning the Concession Agreement or arising therefrom, 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 the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 3.1.2, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority 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 the Authority 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 Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

3.8 Pre-Application Conference

A Pre-Application conference of the interested parties shall be convened at the designated date, time and place. Only those persons who have purchased the RFP document shall be allowed to participate in the Pre-Application conference. Applicants who have downloaded the RFP document from the Authority’s website i.e, <https://ct.odisha.gov.in/tenders-advertisement> should submit a non-refundable Demand Draft of Rs.1,000 (Rupees One thousand only) towards the cost of document, through their representative

attending the conference. A maximum of three representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.

During the course of Pre-Application conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

3.9 Tenure of the Agreement

The Agreement shall be for a period of 5 years from the date of signing of the Agreement. The date shall further be extended for a period of another 5 years (to a maximum of 10 years from the date of signing of the Agreement), subject to meeting the performance standards set in Clause 4.1.1.

3.10 Miscellaneous

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

The Authority, 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 Applicant in order to receive clarification or further information;
- c) pre-qualify or not to pre-qualify any Applicant and/ or to consult with any Applicant in order to receive clarification or further information;
- d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Applicant; and/ or
- e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.

It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, 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 and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

4 Terms of Reference

The Authority shall provide the land, building and other assets of the Crew Training Institute, Chandbali, Bhadrak, Odisha and Odisha Maritime Academy, Paradeep, Jagatsinghpur, Odisha to the Agency at no cost, for up-gradation, operation & maintenance of the Maritime Academies. The said concession shall be valid for 5 years from the date of signing of the Agreement and further extendable for a period of 5 years (to a maximum of 10 years from the date of signing of the Agreement), subject to meeting the performance standards set in Clause 4.1.1. However, the title of the said land and building will remain with the Govt. of Odisha along with any new construction, if any done by the Agency during the subsistence of the agreement.

The Agency shall recruit the required staff members required to run courses and to manage Maritime Academies. The Authority will handover the said land and existing infrastructure without Human Resources. However, the Authority shall ensure that the proper handover process is followed to provide adequate time to the Agency to evaluate and audit infrastructure.

The Authority shall establish an Institute Management Committee (IMC) headed by the Principal Secretary to Government, Commerce and Transport Department; Financial Advisor, Commerce & Transport Department; Director, Ports & IWT Odisha; one representative from the appointed agency and one expert member as appointed by the Commerce & Transport Department, Odisha. The IMC shall be established within 1 (one) month of signing of the agreement. The IMC shall meet once every quarter to track the operation and maintenance of the institute, decide and approve the fees to be charged by the agency with respect to various courses offered, approval of any new

courses proposed by the Agency or deemed necessary. The fees shall be reviewed once every year by the IMC. The IMC shall approve any additional training programs proposed by the Agency, infrastructure required for accommodating courses, students, staff and its construction.

The Authority reserves the right to terminate the agreement in case of encumbrance, unauthorized use, or material breach.

The Authority reserves the right to inspect facilities anytime through Government of India / Government of Odisha representatives.

The Authority shall accept the return of land, assets, and buildings (including created by Agency) at end of term or on breach.

The Agency shall use the Land, Building and other Assets provided by the Authority for setting up and up-gradation of Maritime Academies within the period of one year from the commencement of the agreement failing which the concession may expire.

The Agency may start other employment generation courses/training related to maritime sector they feel important, with approval of the IMC.

The Agency shall equip the maritime academies with all infrastructural facilities including water, power, machines, equipment and furniture etc.

The recurring cost of the Maritime Academies including the establishment cost, training materials and day-to-day expenditures shall be borne by the Agency.

The Agency would facilitate the placement of its pass out trainees. A yearly report shall be made available to the IMC & the authority every year by the Agency.

The reservation policy for the students shall be as per the extant guidelines of Skill Development and Technical Education Department or unless specified otherwise.

All the sanctioned seats shall be filled with due diligence of checking required documents for eligibility criteria set by the respective Government agency such as Government of India / Government of

Odisha / any of their subordinate bodies and the candidates shall be selected by the Entrance Examination designed by the Agency and proved by the IMC. Students will be charged only such fee as prescribed as per the approval of the IMC from time to time.

The Agency shall get the Courses of the proposed maritime Academies, to be affiliated to D.G. Shipping/Indian Maritime University/Inland Waterway Authority of India.

The Agency will hand over full and peaceful possession of the Institute along with Project Site and all Assets (handed over by the Authority and/or created by the Agency during its operations) to the Authority at the end of the term fixed by this Agreement or expire of this MoU for breach of any clauses/condition of this Agreement. Money earned from any Encumbrance by way of a conveyance deed/any other deed or document as required by GoO, in respect thereof, shall be deposited to the authority.

The Agency shall not part with, create any Encumbrance or lease or sub-license the whole or any part of the Project Facility or Assets with respect to which license has been granted to it, to any person/entity in any form or under any arrangement device or method without the written permission of the GoO. This is an essential condition of this Agreement, the breach of which shall constitute the Agency of Default that shall entitle the Authority to terminate the agreement in accordance with the provisions hereof. The Agency shall be liable and responsible for overall management and discharge of its responsibility and obligations as set out in the Terms of Reference.

Any relaxation in the Terms of Reference of this RFP shall be at the sole discretion of the Institute Management Committee (IMC established for the Institutes.

For Maritime Academies, the Agency shall run Courses as laid out below, during the subsistence of the Concession Agreement to accommodate maximum youth. The Agency may propose courses of their own choice from the list of D.G. Shipping approved courses or other courses as per the demand of industries with written approval of the IMC/Authority.

Regular Courses

#	Courses	Students per batch
1	STCW Courses <ul style="list-style-type: none"> • PSSR • PST • EFA • FPF • STSDSD 	40
2	Pre-Sea Training for General Purpose Ratings	40
3	Deck & Engine Rating Course for IWT	30
4	Electro Technical Officers	10
5	Medical First Aid	10
6	Radar and Navigation Simulator	10
7	Radar Observer Simulator	10
8	Ship Manoeuvring Simulator	10
9	Ship's Cook	10
10	Orientation Course for Catering Personal	10
11	Certificate Course in Maritime Catering	10

Refresher Courses

#	Courses	Students per batch
1	Refresher Training for Medical First Aid	10
2	Refresher Training for Proficiency in FPF	10
3	Refresher Training for PSCRB	10
4	Refresher Training for PST	10
5	Refresher Course for Deck & Engine Rating Course	20
	Refresher Course for Certificate of Competency Examination for Inland Vessels	10
	<u>Deck Side</u>	10
	Serang	
	First Class Master	
Second Class Master		
<u>Engine Side</u>		
Inland Engineer	10	
Engine Driver (1 st Class)	10	
Engine Driver (2 nd Class)	10	

The Agency shall not transfer or dispose off or otherwise alienate any of the Assets in respect of the Academies without the prior written approval of the Authority. The Agency shall not transfer or dispose off or otherwise alienate any of assets acquired or developed for the Academies by the Agency during the subsistence of the agreement even if the property is created by Agency themselves.

The Agency shall maintain the assets, buildings and infrastructure of the Institute in accordance with the norms prescribed by the Authority/Government of India/Government of Odisha/ bodies the courses are affiliated to and Good Practices with the objective of providing adequate service standards to the trainees.

The Agency shall allow representatives of Government of India/Government of Odisha access to the premises of the Institute so that they can inspect the upgradation, operation, maintenance and management of the Institute, with prior intimation of 3 days at least.

The Agency shall promptly notify the Authority and Government of Odisha and hand over to them any archaeological findings, treasures and precious and semi-precious minerals/materials discovered in the project Site of the Institute by the Agency or its employees, agents and Contractors.

In case there are no or adequate hostel facilities and housing facilities for staff members available, the Agency may construct accommodation facilities for staff and hostel facilities for students at the Institute with written approval from the Authority/IMC.

The Agency shall ensure timely implementation of the Project in accordance with the provisions of this Agreement without compromising with the specifications and standards, Good Practices and the project Implementation schedule.

The Agency shall ensure Implementation of all the measures required for safety, security and protection of the works, property, life and materials at the Project Site and the environment.

The Agency shall ensure compliance with all the provisions of this Agreement related to liability and indemnification.

4.1.1 Performance Standards

Sl. No.	Key Performance Indicators	2-Year Target	5-Year Target	10-Year Target
01	Student Intake	200	400	800
02	Placement of Students (in %)	75%	80%	100%
03	Curriculum Update	Initiation of DG Shipping approved courses as outlined in the RFP in both the institutes	Diploma in Nautical Sciences (DNS) and GP Rating Courses shall be initiated. New industry-linked courses, along with internship and apprenticeship programs, are to be introduced	Diploma in Nautical Sciences (DNS), BSc in Nautical Sciences, and GP Rating Courses shall be initiated Additional certification courses from relevant industries as well as universities to be introduced along with scholarship opportunities for meritorious students
04	Infrastructure Development	Development of Infrastructure as prescribed for initiating Diploma in Nautical Sciences Course as per guidelines by DG Shipping & Indian Maritime University Requisite Approvals from DG Shipping & Indian Maritime University	Development of Infrastructure as prescribed for initiating Bachelors in Nautical Sciences Course as per guidelines by DG Shipping & Indian Maritime University Requisite Approvals from DG Shipping & Indian Maritime University	Additional campuses may be developed to initiate new courses.

5 APPENDIX I

Annexure-I

Letter Comprising the Application for Pre-Qualification

(Refer Clause 2.13.2)

Dated:

To,

[The Secretary,

*****]

Sub: Application for pre-qualification for Appointment of Agency for Operation and Maintenance of Crew Training Institute, Chandbali and Odisha Maritime Academy, Paradip

Dear Sir,

With reference to your RFP document dated, I/we, having examined the RFP document and understood its contents, hereby submit my/our Application for qualification for the aforesaid project. The Application is unconditional and unqualified.

I/ We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Application for prequalification of the Applicants for the aforesaid project, and we certify that all information provided in the Application and in Annexes is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.

This statement is made for the express purpose of qualifying as a Bidder for the of the aforesaid Project.

I/ We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Qualification statement.

I/ We acknowledge the right of the Authority to reject our Application 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.

I/ We certify that in the last three years, we 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.

I/ We declare that:

- (a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.
 - (b) I/ We do not have any conflict of interest in accordance with Clauses 3.1.2 of the RFP document; and
 - (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 Clause 3.7 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority 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 3.7 of the RFP document, 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.
2. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with Clause 3.4.1 of the RFP document.
 3. I/ We believe that we satisfy and meet all the requirements as specified in Clause 3.1.2 the RFP document and are qualified to submit a Bid.
 4. I/ We certify that in regard to matters other than security and integrity of the country, we 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.
 5. I/ We further certify that in regard to matters relating to security and integrity of the country, we or any of our Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 6. 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 provisions of this RFP, we shall intimate the Authority of the same immediately.
 7. The Statement of Legal Capacity as per format provided at Appendix of the RFP document, and duly signed, is enclosed. The power of attorney for signing of application as per format provided at in Appendix of the RFP, are also enclosed.

8. I/ We understand that the selected Bidder shall either be an existing Company incorporated under registered entity under the Companies Act 2013/ Societies Registration Act, 1860/ or the Indian Trust Act, 1882, or shall incorporate as such prior to execution of the Concession Agreement.
9. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
10. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

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

Yours faithfully,

Date: (Signature, name and designation of the Authorised
Signatory)
Place: Name and seal of the Applicant

Appendix-I

Annexure-II

Details of Applicant

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 Authority:
 - (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. Other particulars:
 - (a) Name of the Company/Firm:
 - (b) Year Established:
 - (c) Objective of Company/Firm:
 - (d) Address of Office:
 - (e) PAN No.:
 - (f) GST No.:
 - (g) Telephone No./ Fax No.:
 - (h) Email Address:

Dated this _____ day of _____ 2025

Signature of Authorized Signatory

Name & Designation

Company/Firm Seal

Appendix-I

Annexure-III

Technical Capacity of the Applicant

(Refer to Clauses 3.1.2, 3.6 of the RFP)

	Project Details	Duration	Total Seats	Proof (Attach Work Order/Completion Certificate)

Appendix-I

Annexure-IV

Financial Capacity of the Applicant

(Refer to Clauses 3.1.2, 3.6 of the RFP)

Name of Applicant					
	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Turnover					
Net Worth					

Instructions:

1. The Applicant shall attach copies of the audited balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Application Due Date. The financial statements shall:
 - (a) reflect the financial situation of the Applicant;
 - (b) be audited by a statutory auditor;
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 3.1.2.
3. The Applicant shall provide an Auditor's Certificate specifying the net worth of the Applicant and also specifying the methodology adopted for calculating such net worth in accordance with the RFP document.

Appendix-I

Annexure-V

Details of Eligible Projects

(Refer to Clauses 3.1.2, 3.6 of the RFP)

Item	Particulars of the Project
(1)	(3)
Title & nature of the project	
Entity for which the project was constructed/ developed	
Location	
Project Details	
Project Cost	
Date of commencement of project/ contract	
Date of completion/ commissioning	

Instructions:

1. Applicants are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in the RFP, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Application. Applicants should also refer to the Instructions below.
2. A separate sheet should be filled for each Eligible Project.

Appendix-I

Annexure-V

Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant)

Ref. Date:

To,

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert individual's name) will act as our representative and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

6 APPENDIX II

Power of Attorney for signing of Application

(On Non — judicial stamp paper of Rs 100 duly attested by a notary public)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of , as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the ***** Project proposed or being developed by the ***** (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2025

For

.....

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

APPENDIX – III

CONCEPT PLAN OF THE PROJECT

The Concept Plan should include the following information:

1. Staffing Pattern for Crew Training Institute, Chandbali and Odisha Maritime Academy Paradip
2. Proposed Courses in these Institutes and their duration
3. Scope and prospects of the proposed courses
4. Industry Relation for Placement
5. Operation and Management Plan
6. Any other relevant information

To be annexed by the Applicant