

DRAFT

MINISTRY OF PORTS, SHIPPING AND WATERWAYS
NOTIFICATION

New Delhi, the _____ 2026

G.S.R.xx.— In exercise of the powers conferred by Sections 58(2)(a), 62, 113(1), 113(2)(ze) of the Merchant Shipping Act, 2025 (24 of 2025), and in supersession of the Merchant Shipping (Recruitment and Placement of Seafarers) Rules, 2016, except as respects things done or omitted to be done before such supersession, the Central Government hereby makes the following rules, namely: —

1. Short title and commencement. —

- a. These rules may be called the **Merchant Shipping (Recruitment and Placement of Seafarers) Rules, 2026**.
- b. They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—

- a. In these rules, unless the context otherwise requires,—
 - i. “Act” means the Merchant Shipping Act, 2025 (24 of 2025);
 - ii. “**Collective Bargaining Agreement**” means, -
 1. an agreement signed, from time to time, between the union of seafarers and association of Indian ship-owners for employment of seafarers on board Indian flag ships; or
 2. an agreement signed between the union of seafarers concerned and ship owners or employers or recruitment and placement service license holder on their behalf or their associations for an employment on-board foreign flag ships, which is in conformity with the laws of the flag State concerned.
 - iii. “**Director**” means the Director appointed under sub-section 1(b) of section 12 of the Act.
 - iv. “**Employer**” means any person who assumes the responsibility of employing seafarer for-
 1. **themselves**; or
 2. any other person in respect of a ship and who has agreed to take over all such duties and responsibilities *as of the ship owner*.

Provided that where any recruitment and placement service does not disclose the name and details of the employer/**ship owner** to the seafarer, whilst entering into the employment contract, such recruitment and placement service shall assume the entire responsibility of the employer or ship-owner in this respect;

- v. “**Form**” means a form appended to these rules;

- vi. “**Inspecting Authority**” means any person or recognised organisations authorised by the Director-General to carry out an inspection under these rules.
- vii. “**Jurisdictional Director, Shipping Office**” means the Director under whose jurisdiction the principal place of business of RPS is located.
- viii. “**License**” means recruitment and placement service licence issued under sub-rule (1) of rule 10 of these rules;
- ix. “**Registered office of RPS**” means the registered office address mentioned in the document issued by the Government of India or any other legal document pertaining to the establishment of the entity.
- x. “**Principal place of business**” means the place primarily from where the recruitment and placement is conducted and wherein inspection shall be carried out.
- xi. “**Branch Office**” means an office of the RPS subordinate to the principal place of business.
- xii. “**Anniversary Date**” means the date of issuance and/or renewal of the RPS licence.
- xiii. “**Intermediate Inspection by DGS**” means every third inspection
- xiv. “**Union of Seafarers**” means “**Union of seafarers**” means any combination, whether temporary or permanent, formed primarily for the purpose of regulating the relations between seafarer and employers or between seafarers and seafarers, or between employers and employers, or for imposing restrictive conditions on the conduct of any trade or business, and includes any federation of two or more Trade Unions and operating under the provisions of the trade union act 1926 amended from time to time.
- xv. “**Ship owners**” mean as defined under section 55 of the Act.
- b. Words and expressions used in these rules and not defined, but defined in the Act shall have the same meanings as assigned to them in the Act.

3. Applicability. – These rules shall apply to the:

- a. Indian seafarers recruited through licensed recruitment and placement services;
- b. recruitment and placement service;
- c. ship owner of Indian ship owned by them;

Provided that nothing in these rules shall apply to the seafarers who seek any employment through unlicensed entities or any employment directly with the foreign ship owners or employers as directed under Part V of the Act.

4. Registration of recruitment and placement service.— No person shall, directly or indirectly, carry on the business in India, of recruitment and placement of any seafarer on any ship unless the recruitment and placement service is registered and licensed under these rules.

5. Responsibilities of a recruitment and placement service. —

- a. The recruitment and placement service provider shall -**
 - i. maintain an up-to-date record of all seafarers recruited or placed through it, which shall be available for an inspection by the inspecting authority, as and when required;**
 - ii. ensure that its management and staff:**
 - 1. are adequately trained, and have relevant knowledge of the maritime industry to the extent of the duties assigned to them in this context; and**
 - 2. At least one person in the RPS company should be holding management-level STCW COC (The COC need not be valid) issued by India, the UK, Singapore, Australia, New Zealand, Malaysia (anyone), except for the cruise sector, where relevant experience shall suffice, Equivalent Dredge Grade or fishing grade or equivalent CoC / certificates shall be accepted if the RPS is servicing only Dredgers, fishing vessels or any other specific vessels.**
 - iii. ensure that seafarers recruited or placed by it are informed of their rights and duties under their SEAs, prior to or in the process of their engagement, and that proper arrangements are made for such seafarers to examine their SEAs before and after they are signed on and also that they are provided with copies of the said agreements; and the SEAs are in accordance with the applicable flag State laws and regulations and any Collective bargaining agreement that forms part of their employment agreements;**
 - iv. verify that seafarers recruited or placed by them are qualified and hold the documents necessary for the jobs concerned;**
 - v. shall furnish a bank guarantee to cover the cost as per sub-rule 5 of rule 14;**
 - vi. examine promptly and adequately and respond to any complaint concerning its activities and inform the Director-General about any unresolved complaint;**
 - vii. ensure that no means or mechanism or lists are used to prevent or deter seafarers from gaining an employment for which they are qualified.**
 - viii. ensure that the ship owner bears the cost of visas, charges for pre-sign and post-sign off medical examination, wherever required, but not including the cost of obtaining a medical certificate, the continuous discharge certificate or identity document and a passport or other similar personal travel documents by the seafarer may be borne by the seafarer or any person on his behalf.**
 - ix. develop and maintain operational practices to verify the seafarers' medical examination, identity documents and such other items as may be required for seafarers to gain an employment;**
 - x. maintain, with due regard to the right to privacy and need to protect confidentiality, full and complete records of the seafarers covered by their recruitment and placement system, which should include but not be limited to -**
 - 1. the seafarers' qualifications;**

2. record of employment;
3. personal data relevant to employment; and
4. medical data relevant to employment;

- xi. maintain up-to-date lists of the ships, owned by the ship-owners for which the recruitment and placement service provides seafarers and ensure that there are reasonable means by which the ships can be contacted in an emergency, at all hours;
- xii. ensure that seafarers are not subject to exploitation by their personnel with regard to offer of engagement on particular ships or by particular companies;
- xiii. put in place the procedures to prevent the opportunities for exploitation of seafarers arising from the issue of joining advances or any other financial transaction between the ship-owner and the seafarer which are handled by the recruitment and placement service;
- xiv. clearly publicise cost, if any, which seafarer is expected to bear in the recruitment process;
- xv. ensure that the seafarers are informed of any particular condition applicable to the jobs for which they are to be engaged and of the particular ship-owners policies relating to their employment;
- xvi. ensure that the procedures followed while dealing with cases of incompetence or indiscipline are consistent with the principles of natural justice, the law of the land and practice and, wherever applicable, with collective bargaining agreements;
- xvii. ensure that all mandatory certificates and documents submitted for employment are up to date and have not been fraudulently obtained and that employment references are verified;
- xviii. ensure that requests for information or advice by families of seafarers while the seafarers are at sea are dealt with promptly and sympathetically and at no cost to the seafarers;
- xix. ensure that the terms and conditions of employment to seafarers comply with applicable laws or regulations or collective bargaining agreements;
- xx. endeavour that the death compensation or disability compensation are paid by the ship-owner without undue delay;
- xxi. ensure that a copy of the licence granted under these rules is prominently displayed at the premises of the recruitment and placement service at a place accessible to public;
- xxii. ensure that the number, date of issue and the validity period, of the licence are mentioned in all of their advertisements published and the licence number is mentioned in all its communications;
- xxiii. ensure that the application for annual inspection is made every year, within two (2) months prior or one (1) month after the Anniversary Date of the issue of such license.**

xxiv. If the seafarer suffers death or injury **or reported as missing**, it shall be reported in Form-II in online mode or paper form by the recruitment and placement service to the Director, Shipping Office, or any other person authorised by the Director-General, **within twenty-four hours of receipt of such information.**

xxv. If a seafarer is abandoned it shall be reported by the recruitment and placement service to the Director, Shipping Office, or any other person authorised by the Director-General, **within forty-eight hours of receipt of such information.**

xxvi. If the recruitment and placement service fails to furnish the report referred in sub-rules (xxiv) and sub-rule (aa), within the specified period, the Director, Shipping Office may suspend or withdraw the registration granted and licence issued under these rules:

Provided that no such licence shall be suspended or withdrawn without giving the aggrieved person an opportunity of being heard.

6. Welfare contribution to Seafarers Welfare Fund Society.—

- a.** For Indian flag vessels: The welfare contribution shall be as per **the Merchant Shipping (Levy of seamen's Welfare Fee) Rules, 2026.**
- b.** For foreign flag vessels: The recruitment and placement service shall, for promoting the welfare of seafarers, pay to the Seafarers Welfare Fund Society, Mumbai, a welfare fund contribution of rupees six thousand per seafarer per annum, for every seafarer excluding trainees, engaged onboard foreign flag ships, **on the basis of the actual period of the seafarers employed**
- c.** The Seafarers' Welfare Fund contribution amount mentioned in the sub-rule (1) shall be subject to revision by the Director-General.
- d.** The revision referred to sub-rule (4) may be carried out once in every three (3) years: Provided that the amount so revised shall not exceed twenty-five per-cent, of the contribution referred to in sub- rule (1).
- e.** **The payment made under rule 6(1) and 6(2) of these rules shall not be deducted or apportioned from seafarers' wages, directly or indirectly.**

7. Functions of the Director, Shipping Office. — The functions of the Director, Shipping Office shall be as per sub-section 2 of section 58 of the Act.

8. Procedure for issue of licence. —

- a.** An application for licence shall be made in Form-III **in online module.**
- b.** The applications referred to in sub-rule (1) shall be accompanied by declarations in Form-V and Form VI and an agreement in Form-VII and shall be made to the Director, Shipping Office and with a copy to Inspecting authority. Any incomplete application shall not be processed and shall be returned to the applicant within ten (10) days indicating the reason thereon.

- c. The application shall be accompanied with a bank guarantee from a scheduled bank for the amount as prescribed in rule 13.
- d. Upon receipt of Inspection report, if satisfied, the Director, Shipping office, shall send the recommendation to the Director-General.
- e. The Director-General will then invite the top management of the RPS applicant to make a presentation before the MLC Compliance Board of the office of the Director-General, the particulars of which is as per Schedule III as appended to these rules. If satisfied, the office of the Director-General to give concurrence to the Director, Shipping Office for issuing the license
- f. The Director, Shipping Office to issue license to the RPS within 10 working days from such concurrence and issue login credentials.

9. Procedure for renewal of license

- a. An application for renewal shall be submitted within **six (6) months to three (3) months prior to the date of expiry of the current license.**
- b. If the application for renewal is not submitted, at least three (3) months prior to the expiry of the license, recruitment and placement service shall pay a penalty of Rupees 50,000 (Rupees Fifty thousand). However, before imposing such penalty, the applicant shall be given an opportunity of being heard.

10. Validity of licence. —

- a. The licence under these rules shall be issued for a validity for a period not exceeding five (5) years, **subject to completion of annual inspections.**
- b. **The licence issued under these rules shall not be transferable.**
- c. **In case of change in directors, an application for a new license shall be made.**

11. Suspension or withdrawal of recruitment and placement service licence. —

- a. The jurisdictional Director, Shipping Office, who has issued the licence, may, on
 - i. receipt of a report by the Inspecting authority, or
 - ii. a written complaint by a seafarer concerned duly verified by the Shipping Office, or
 - iii. receipt of information, relating to contravention of the provisions of the Act or these rules issue a show cause notice in Form-IX to the recruitment and placement service, requiring it to show cause within a period of thirty (30) days from the date of issue of such notice, as to why the licence shall not be suspended or withdrawn.
- iv. The jurisdictional Director, Shipping Office, after considering the reply to the show cause notice issued under sub-rule (1), shall as soon as possible, but not later than thirty (30) days from the date of expiry of the show cause notice, and after personal hearing, pass **appropriate** order, as he deems fit and communicate the same to the recruitment and placement Service and forward a copy thereof along with a

detailed report to the jurisdictional Principal Officer, Mercantile Marine Department and the Director-General, forthwith.

- v. The information about the suspension or withdrawal of the licence shall also be disseminated online.
- vi. **During the proceedings under this rule, the Director, Shipping Office, may recommend the Director-General for the suspension of login credentials of the RPS license holder.**
- vii. Every order passed under sub-rule (2) shall be self-contained and give reasons for the conclusions stated therein for suspension or withdrawal of licence.
- viii. **If an RPS license is withdrawn by the Director, Shipping Office, under this rule, the entity shall be debarred under the said rules for applying & obtaining RPS license without prior approval of the Director-General.**
- ix. **Notwithstanding anything mentioned above, an RPS co may surrender the license at any time provided there are no seafarers onboard and no outstanding complaints or grievances or any concerns related to the RPS Co under these rules.**
- x. **Any grievances of a seafarer shall be brought within a period of three (3) years from the date of such incident.**

12. Inspection. —

- a. **The Director, Shipping Office, shall ensure that the inspection of the recruitment and placement services is carried out by the Inspecting authority as per the procedures in Schedule IV appended to these rules for carrying out such inspection.**
- b. The Inspecting Authority shall conduct the inspection and submit its report to the Director, Shipping Office within fifteen (15) days from the date of inspection or such time as may be extended by the Director-General.
- c. **3rd Annual Inspections of the recruitment and placement services to be carried out by the office of the Director-General.**

13. Fees.—

- a. The recruitment and placement services provider, for obtaining a licence or its renewal shall pay a fee **as per** Schedule I **appended to these rules**, which shall be non-refundable, payable to the Director-General.
- b. The recruitment and placement service shall pay a non-refundable fee **as per** Schedule I **appended to these rules** to the inspecting authority for every annual or renewal inspection.

14. Bank guarantee.—

- a. Every licensee shall furnish and maintain with the **jurisdictional Director, Shipping Office**, a bank guarantee of such amount in accordance with the following table and in such form as may be prescribed, to ensure compliance with the obligations arising under these rules and to safeguard the interests of seafarers recruited or placed by such licensee.
- b. The bank guarantee requirements enumerated below shall apply to all new RPS agencies upon the commencement of these Rules. Existing RPS agencies may continue to operate with the bank guarantee limits prescribed under the MS (RPSL) Rules, 2016 for a maximum period of three years, subject to the condition that no changes are made to their existing bank guarantee limits during this period.

Table

Sr. No.	Number of seafarers proposed to place on foreign flag ships and Indian flag ships	Amount of Bank Guarantee in Indian rupees
1.	Up to 50	25 lakhs.
2.	Up to 250	40 lakhs.
3.	Up to 500	55 lakhs.
4.	Up to 750	70 lakhs.
5.	Up to 1000	85 lakhs.
6.	Above 1000	1 Cr.

- c. The bank guarantee shall be drawn on a scheduled bank in India in favour of the **Director, Shipping office** concerned.
- d. The bank guarantee shall be commensurate with the number of jobs and shall be valid for the licence period.
- e. In case of any change in the number of jobs, the recruitment and placement service shall furnish requisite bank guarantee along with the application.
- f. **Such bank guarantee shall cover the following, namely: -**
 - i. **the cost of the repatriation of a stranded seafarer, which includes the cost of such travel by appropriate and expeditious means normally by air and provision for food, clothing, accommodation of the seafarers until arrival at the seafarer's home, necessary medical care, passage and transport of**

personal effect, the transportation of the mortal remains of a seafarer in the event of his death;

- ii. the cost of repatriation of an abandoned seafarer, which includes the cost of such travel by appropriate and expeditious means, normally by air, and provision for food, clothing, drinking water supply, essential fuel for survival on board the ship, accommodation of the seafarers from the time of leaving the ship until arrival at the seafarer's home, necessary medical care, passage and transport of personal effect, the transportation of the mortal remains of a seafarer in the event of his death and any other reasonable costs or charges from the act or omission constituting the abandonment until the seafarer's arrival at home;
- iii. any monetary loss including the outstanding wages and other entitlements due from the ship owner to the seafarer that they may incur as a result of the failure of a recruitment and placement service or the relevant ship owner to meet its obligation under the seafarers employment agreement or the relevant collective bargaining agreement.
- iv. In the event of detention/arrest of seafarer arising out of or in course of employment, then the legal cost and fees required for representing such seafarer, including the cost of accommodation, cellular and telephone services, provision for food and clothing that shall be borne by the ship owner.
- v. The cost of the repatriation of seafarer who is detained or arrested and subsequently released by authorities which includes the cost of such travel by appropriate and expeditious means normally by air and provision for food, clothing, accommodation of the seafarers until arrival at the seafarer's home, necessary medical care, transport of personal items and the transportation of the mortal remains of the seafarer in the event of his death.

- g. prior to making any such claims of monetary loss due to the non-payment of wages, the seafarer shall follow and exhaust the following procedure of complaint, namely:-
- h. on the completion of a calendar month, if no wages have been paid to him / her, the seafarer may lodge a complaint on board with the Master or with the employer or ship-owner or with the Flag State or Port State Authorities, at the earliest opportunity; and
- i. at the earliest convenience, inform the Recruitment and Placement Service of all details regarding such non-payment of wages.
- j. Any RPSL company intending to enhance its Bank Guarantee voluntarily, to expand its recruitment capacity, shall ensure that:
- k. It has maintained safe and effective operational performance, and there are no outstanding complaints or grievances against the company. The concerned office of the Director, Shipping Office, shall monitor such

companies for a minimum period of six months after issuance of initial RPSL licence prior to forwarding any recommendation for enhancement of the Bank Guarantee to the office of the Director-General.

- I. All Bank Guarantee enhancement or revision requests shall, as far as practicable, be clubbed with the annual audit of the RPSL company, to enable verification and certification by auditors appointed by the Recognised Organisation. The auditors' recommendations shall be duly factored into the consideration of such requests.
- m. In exceptional cases where a company seeks to enhance its Bank Guarantee outside the regular annual audit cycle, such applications may be submitted through the respective office of the Director, Shipping Office, with a suitable recommendation justifying the operational necessity and compliance status of the company.
- n. The Director, Shipping Office, shall forward the same to the Director-General.

15. Return of Bank Guarantee.-

- a. Entity whose RPS license stands withdrawn & Bank Guarantee is not utilized under these rules, may request Shipping Office for return of its Bank Guarantee to the Director, Shipping Office as per Form X appended to these rules.
- b. Notwithstanding sub-rule (1), there shall be a cool-off period of three (3) years, and any claims to be submitted within the said three (3) years and in case of any court case, maximum period till such extended period.

16. Intimation of any change in the agreement between ship owner/employer & recruitment and placement service.- If any change in the agreement or the contract between ship owners or employer and recruitment and placement service, the recruitment and placement service shall intimate the same to the Director, Shipping Office, along with the copy of agreement as the case may be, along with requisite bank guarantee as specified in rule 15, within thirty (30) days, failing which the Director, Shipping Office, may suspend or withdraw the registration granted and licences issued to the recruitment and placement service:

Provided that no such licence shall be suspended or withdrawn without giving the aggrieved person an opportunity of being heard.

17. Intimation of change in place of business.—

- a. The recruitment and placement service shall, from time to time, intimate in writing to the Director, Shipping Office, of any change in its place of business, within seven (7) days of such change, failing which the Director, Shipping Office may suspend

or withdraw the registration granted and licence issued to the recruitment and placement service:

- b. Provided that no such licence shall be cancelled without giving the aggrieved person an opportunity of being heard.
- c. For change of place of business, the recruitment and placement service shall follow the procedure prescribed in sub- rules (1) and (2) of rule 9 for a renewal of licence and change of Address application in online module and pay fees as per Schedule I appended to these rules.

18. **Intimation for change of name of recruitment and placement service.** – In the event of a change in the name of the Recruitment and Placement Service, the licensee shall complete the required procedure before the concerned Ministry and submit all supporting documents to the jurisdictional Director, Shipping office with a fees as enumerated under schedule -I. Subject to verification and the satisfaction of the Director General, the updated name shall be reflected on the licence issued under these rules.

19. **Placing of seafarers.**— Without prejudice to the provisions of the foregoing rules, the recruitment and placement service provider shall ensure that a seafarer, with whom an employment agreement is entered, is put on board the ship, if the seafarer is ready and willing to do so and reports to the ship as directed.

20. **Fines.** – The fines and penalties shall be as prescribed under the Act.

21. **Appeal.** —

- a. Any person aggrieved by any order made under these rules by the Issuing Authority, may, within a period of sixty (60) days of the receipt of such order, prefer an appeal to the jurisdictional Principal Officer, Mercantile Marine Department. In such a case, the Principal Officer, shall, after hearing such a person, may pass an order within thirty (30) days of the appeal.
- b. Any person aggrieved by any order made under these rules by the jurisdictional Principal Officer, Mercantile Marine Department, may, within a period of sixty (60) days of the receipt of such order, prefer a second appeal to the Director-General who after hearing such person, may pass an order within thirty (30) days of such appeal.
- c. Every appeal made under this rule shall be accompanied by a copy of the order appealed against.
- d. The appellate authority may confirm, modify or reverse the order appealed against.

e. No appeal shall be admitted, if it is preferred after the expiry of the period prescribed under sub-rule (a) or (b).

Provided that an appeal may be admitted after the expiry of period up to a maximum period of one (1) year from date of issue of the order, if the appellate authority satisfies that the appellant had sufficient cause for not preferring the appeal within the prescribed period.

Schedule I- Fees, Penalties, Violations

(See rule 14 and 17)

Serial number	Particulars	Amount in Indian rupees
1	Application for fresh license	100,000
2	Application for renewal	100,000
3	Initial Inspection	40,000
4	Annual Inspection	40,000
5	Renewal Inspection	40,000
6	Application for change of place of business	100,000
7	Application for renewal after three (3) months prior to the expiry of the license	50,000
8	Application for change of Name of Recruitment and Placement Service	100,000

Schedule II- Jurisdiction of state-wise licensing authority

(See rule __)

Name of Office	Jurisdiction area covering following States and UT.
Director, Shipping office, Mumbai	Maharashtra, Goa, Madhya Pradesh, Chhattisgarh, Gujarat, Rajasthan, Haryana, Delhi, Uttar Pradesh, Uttarakhand, Himachal Pradesh, Punjab, Jammu & Kashmir and Ladakh
Director, Shipping Office Chennai	Karnataka, Kerala, Tamil Nadu, Andhra Pradesh, Telangana, Lakshadweep islands
Director, Shipping Office, Kolkata	All NE States, West Bengal, Bihar, Jharkhand, Odisha and Andman & Nicobar Islands.

**Schedule III- Content of PowerPoint presentation
(See Rule 9(5))**

A. The PowerPoint presentation must include, but shall not be limited to, the following aspects:

1. Company Profile and Promoter Credentials
 - a. Corporate structure, ownership details, affiliations (if any)
 - b. Background of promoters and key personnel
2. Business Plan and Recruitment Vision
 - a. Vision, Mission, and business objectives
 - b. Proposed seafarer strength and segment (officers, ratings, cadets)
 - c. Manning strategy and client base
3. Operational Infrastructure and Staffing
 - a. Office infrastructure, organizational chart
 - b. Technical and administrative staff qualification
 - c. Crew management systems and grievance Redressal tools
4. Legal and Regulatory Preparedness
 - a. Knowledge of the Merchant Shipping Act, RPSL Rules, MLC 2006
 - b. Internal procedures for contract signing, placement, medical, insurance
 - c. Sample SOPs and contractual templates
5. Ethical Recruitment Standards
 - a. Anti-fraud safeguards, awareness mechanisms
 - b. Zero-tolerance for touts or illegal agents
 - c. Transparency with seafarers at all stages
6. Seafarer Welfare and Risk Mitigation
 - a. Health cover, emergency, repatriation procedures
 - b. Counseling, helplines, orientation support
7. CSR and Industry Contribution (Optional)
 - a. Initiatives for education, awareness, or maritime welfare

A. The presentation shall be submitted in .ppt or .pptx format to the designated DGS email (crews-dgs@nic.in) at least 3 working days before the scheduled meeting.

B. Non-submission or absence of top management during the presentation shall lead to deferral of approval.

Schedule IV- Inspection checklist

[See rule 12(a)]

**Checklist for Inspection of Recruitment and Placement Services
(New/Annual/Renewal Inspection)**

1. **Recruitment and placement service contact details.**

Name of recruitment and placement service with CIN (if applicable)	
RPS License Number	
Date of Issue (DOI)	
Date of Expiry (DOE)	
Number of seafarers employed (presently onboard)	
<p>1) Registered Office</p> <p>Address (with PAN/TAN of the RPS)</p> <p>2) Address of Principal place of business (operating office) if not same as Registered Office)</p> <p>3) Address of branch offices, if any</p>	
<p>Contact details of each office</p> <p>Telephone (Landline):</p> <p>Fax (if any)</p> <p>E-mail (with official email domain):</p> <p>Website : (the website of the company/principal shall also be accepted)</p>	

Date of Inspection	
Location(s) of Inspection	
Details of Top management with DIN, where applicable (as declared by the RPS company in the Form VI)	
Details of authorized signatories with DIN, where applicable	
Declaration if any of the Directors of RPS company holding a stake / director's position in any other RPS company / Maritime Training Institute / Maritime related company For information	Details, if any, of the Directors/proprietors of the RPS company holding a stake/director's position in any other RPS company or Maritime Training Institute. <i>(for record purposes only)</i>
Does the RPS have a documented system to conduct RPS activity? Note: <i>The documented system shall either be part of DOC/DDOC SMS or an independently certified system to the ISO 9000 standards (In case of ISO certification allowance shall be given to the time required for the certification.)</i>	
Name of the contact person (First Point of contact) with email and mobile number	This should be the same as RPSL Profile contact details
Designation of contact person	

2. Details of the inspection team.

	Name	Signature
Inspection Team Leader		
Inspection Team Verifier		

Note: The 3 answer boxes to the right side of each key questions are: Yes box (Y), No box (N) and Not Applicable box (NA)] (Figures in brackets indicate MS Rule reference numbers)

3. Operational Standard

3.1	Is the address given in the license or application for a license the same as the current registered address or the principal place of business?	Y	N	NA
-----	---	---	---	----

Comments:

3.2 (5.1.x)	Is a copy of the RPS license granted under these rules prominently displayed at the premises of the RPS at a place accessible to the public (and on the website as applicable)	Y	N	NA
----------------	--	---	---	----

Comments: To be verified at Annual/Renewal inspections only

3.3 <i>(Form III – 9)</i>	<p>Are adequate resources and office infrastructure available for the RPS to provide its services?</p> <p>Note: Verify</p> <ul style="list-style-type: none"> a. Registered lease/rent agreements (min. 5 years validity for new applicants or 3 years with extendable clause for another 3 years), to be valid for min. 12 months at the time of the annual / renewal audit OR Ownership documents b. whether the following infrastructure/facilities are commensurate and adequate with the number of seafarers under the 	Y	N	NA
---	--	----------	----------	-----------

<p>engagement of the RPS agent:</p> <ul style="list-style-type: none"> i) Washroom facilities ii) Waiting area for seafarers iii) Working space for RPS employees iv) Space for storage of records unless maintained only in digital format) v) Backup power supply, where required. vi) Is commercial activity permitted in the premises as per the local/municipal laws? vii) Communication and IT infrastructure as applicable <p>Note: Minimum carpet area (or commensurate built-up area) for RPS Activities to be as follows:</p> <p>NO OF SEAFARERS ON BOARD MIN. CARPET AREA IN SQFT</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 40%;">i. Up to 50</td><td style="width: 60%; text-align: right;">150</td></tr> <tr> <td>ii. 51 to 250</td><td style="text-align: right;">200</td></tr> <tr> <td>iii. 251 to 500</td><td style="text-align: right;">400</td></tr> <tr> <td>iv. 501 to 750</td><td style="text-align: right;">500</td></tr> <tr> <td>v. 751 to 1000</td><td style="text-align: right;">1000</td></tr> <tr> <td>vi. above 1000</td><td style="text-align: right;">2000</td></tr> </table> <p>Note: The carpet area is applicable for new RPSL applications or any change in address or any enhancement of the Bank guarantee.</p>	i. Up to 50	150	ii. 51 to 250	200	iii. 251 to 500	400	iv. 501 to 750	500	v. 751 to 1000	1000	vi. above 1000	2000				
i. Up to 50	150															
ii. 51 to 250	200															
iii. 251 to 500	400															
iv. 501 to 750	500															
v. 751 to 1000	1000															
vi. above 1000	2000															

Comments:

<p>3.4 (5.1.a)</p> <p>Does the service provider for recruitment and placement of seafarers (RPS) maintain an up-to-date record of all seafarers recruited or placed through it?</p> <p><u>Note:</u> 1. <i>Database would include but not be limited to name, address, age, skill, experience, address of next of kin, etc.</i> 2 "<i>The cancelled e-Migrate records of seafarers should be verified for a minimum of 10 seafarers, or 10% of the total, whichever is higher, if the total number exceeds 10.</i>"</p>	<p>Y</p>	<p>N</p>	<p>NA</p>

Comments:

<p>3.5 (5.1.b)</p> <p>Does the service provider for recruitment and placement of seafarers (RPS) ensure that its management and staff are adequately trained and have relevant knowledge of the maritime industry to the extent of the duties assigned to them in this context?</p> <p>Responsibility, authority, and inter-relation of all the personnel working with RPS who manage, perform, and verify the work are defined.</p> <p><u>Note 1:</u> <i>Verify the statement of qualification and experience of the management personnel in Form VI of Merchant Shipping (Recruitment and Placement of Seafarers) Rules 2016 as amended.</i></p> <p><u>Note 2:</u></p>	<p>Y</p>	<p>N</p>	<p>NA</p>

	<p><i>At least one person in the RPS company should be holding a management-level STCW COC (The COC need not be valid) issued by India, the UK, Singapore, Australia, New Zealand, Malaysia (anyone), except for the Cruise sector, where relevant experience shall suffice. Equivalent Dredge Grade COC shall be accepted if the RPS is servicing only Dredgers.</i></p>			
Comments:				
3.6 (5.1.c)	Does the service provider for recruitment and placement of seafarers (RPS) ensure that seafarers recruited or placed by it are informed of their rights and duties under their employment agreements, before or in the process of their engagement and that proper arrangements are made for such seafarers to examine their employment agreements before and after they are signed on and also that they are provided with copies of the said agreements?	Y	N	NA
3.6a	Is there a record of RPS having explained to the seafarer of insurance cover available under MLC clauses 2.5 and 4.2 and how to invoke the same if required?			
Comments:				
3.7 (5.1.d)	<p>Does the service provider for recruitment and placement of seafarers (RPS) ensure that seafarers recruited or placed by them are qualified and hold the documents necessary for the jobs concerned and the seafarer's employment agreements are in accordance with the applicable flag state laws and regulations and any collective bargaining agreements that form part of their employment agreements?</p> <p>Does the RPS agent verify the authenticity of the certificates/documents issued to the seafarers? Documentary evidence to be maintained/provided.</p>	Y	N	NA
<p><u>Note:</u></p> <p><i>Where a certificate/document issued by the Indian administration is found to be not authentic, the RPS shall report the case to the Indian administration.</i></p> <p><u>Note:</u></p>				

	<i>Issuance of an MLC certificate is proof of seafarer service conditions complying with flag state requirements.</i>			
--	---	--	--	--

Comments:

3.8	Does the RPS provider ensure that the ship owner has the means to protect such seafarers from being stranded/abandoned in a port, provisions for the repatriation of a stranded /abandoned seafarer along with his maintenance and required emergency medical assistance before repatriation, and the transportation of the mortal remains of a seafarer in the event of his death?	Y	N	NA
Note 1:				
<ol style="list-style-type: none"> 1. <i>The RPS shall also furnish a bank guarantee to cover the cost of repatriation of the seafarer in the event of his abandonment and being stranded and for any monetary loss including the outstanding wages & other entitlements due from the ship owner to the seafarer as a result of the failure of RPS or the relevant ship owner to meet its obligation under the SEA or relevant CBA.</i> 2. RPS to check the authenticity of the insurance certificate uploaded on the vessel profile / documents along with the proof of verification. 3. The inspector should check and verify the authenticity of 10 ships insurance certificates with the highest seafarers employed by the RPS in their list. 				

Comments :

3.8a	<p>Review of abandonment cases, if any.</p> <ol style="list-style-type: none"> Any unattended case for more than 2 weeks? Any case of unpaid wages for more than 2 months? Any case of seafarers not repatriated for more than 2 months after abandonment without a valid reason? 			
------	--	--	--	--

Comments:

3.9 (15.3)	<p>Is the Bank Guarantee valid and commensurate with the number of jobs?</p> <p><i>Note: check the validity period of the Bank Guarantee and should be obtained from scheduled banks only. The number of seafarers onboard at a given time should be commensurate to the BG.</i></p>	Y	N	NA
--------------------	---	---	---	----

Comments:

3.10 (5.1.f)	<p>Does the RPS service provider have a procedure to examine promptly and adequately and respond to any complaint concerning its activities and inform the Director-General about any unresolved complaint?</p> <ol style="list-style-type: none"> Total no of complaints received since last inspection? Were the complaints resolved as per the directives of the administration and the company's policy? List of unresolved complaints with reasons. <p>Note:</p> <p><i>Complaints not resolved for more than 3 months are not tenable/acceptable.</i></p>	Y	N	NA
----------------------	--	---	---	----

Comments:

3.11 (5.1.g)	Is there an established system of protection by way of a bank guarantee to compensate seafarers for any monetary loss that they may incur as a result of the failure of RPS and the relevant Ship Owner?	Y	N	NA
------------------	---	---	---	----

	Verify Bank Guarantee provided by the RPS agent and the certificates of Financial Security issued by P&I club towards 2.5 and 4.2 of MLC. Note - "The inspector should check and verify the authenticity of the insurance certificates for the 10 ships employing the highest number of seafarers, as listed by the RPS. If the total number of ships is less than 10, the documents for all ships must be verified."			
--	--	--	--	--

Comments:

3.12 (5.1.h)	Is there a procedure or policy to ensure that no means or mechanism or lists are used to prevent or deter seafarers from gaining employment for which they are competent and qualified? <u>Note:</u> <i>the recruitment should be carried out without any discriminatory policy or bias based on race, color, sex, religion, political opinion, national extraction or social origin. However, any distinction, exclusion or preference in respect of a job based on the inherent requirements thereof shall not be deemed to be discrimination</i>	Y	N	NA
-----------------	---	---	---	----

Comments:

3.13 (5.1.i)	<p>Does the RPS service provider have a documented policy stating that no fees or other charges are borne directly or indirectly, in whole or in part, by the seafarers, other than the cost to the seafarers in obtaining medical certificates, seafarers book, and passport or other similar travel documents?</p> <p><u>Note:</u></p> <p><i>The cost of Visa, and charges for pre-sign on post-sign-off medical examination are to be borne by ship owner.</i></p> <p><i>The documented policy shall be displayed on the notice board in the office of RPS agent and on RPS website where available.</i></p>	Y	N	NA
Comments:				
3.14 (5.1.j)	<p>Does the RPS service provider have a documented policy stating that any incident or casualty on-board causing injury (excluding minor injuries) or death disappearance, loss overboard, or homicide by or of an Indian national is reported to the Director General at the earliest</p> <p><u>Note:</u></p> <p><i>Not later than 24 hours of receipt of such information. Next of Kin is also to be informed immediately. Please also see 3.31</i></p>	Y	N	NA
Comments:				
3.15 (5.1.k)	<p>Does the RPS service provider have a procedure to develop and maintain operational practices to verify the seafarer's medical examination, identity documents, and other items as may be required for seafarers to gain employment?</p>	Y	N	NA
Comments:				

3.16 (5.1.l)	Does the RPS service provider have a documented policy to maintain, with due regard to the right to privacy and the need to protect the confidentiality, full, and complete records/data of the seafarers covered by their system . (Including the collection, storage, combination, and communication of such data to third parties)	Y	N NA
<p><u>Note:</u></p> <p><i>Data include but are not limited to (a) the seafarers' qualification; (b) record of employment; (c) personal data relevant to employment; (d) medical data relevant to employment.</i></p> <p><i>RPS may store such data in hard copies or digital format (or a combination of both). The electronic data must have provisions to protect against cyber security threats.</i></p>			
<p>Comments:</p>			
3.17 (5.1.m)	Does the RPS service provider maintain an up-to-date list of ships, owned by the ship owners for which RPS provides seafarers and ensure there are reasonable means by which the ships can be contacted in an emergency at all hours?	Y	N NA
<p><u>Note:</u></p> <p><i>Full correspondence details (with contact number, email, PIC, etc.) of the employer/shipowner maintained in respect of each ship. (The address with the PO Box number alone will not be accepted.</i></p>			
<p>Comments:</p>			
3.18	Does the RPS have a documented policy /procedure in place stating	Y	N NA

(5.1. n)	<p>that seafarers will not be subjected to exploitation by their personnel regarding offers of engagement on particular ships or by particular companies on a quid pro quo basis?</p>			
-------------	---	--	--	--

Comments:				
------------------	--	--	--	--

(5.1.o)	<p>3.19 Does the RPS have a documented policy /procedure in place to prevent the opportunities for exploitation of seafarers arising from the issue of joining advances or any other financial transaction between ship owner and seafarer handled by RPS?</p>	Y	N	NA
-------------	--	----------	----------	-----------

Comments:				
------------------	--	--	--	--

(5.1. p)	<p>3.20 Does the RPS clearly publicize the cost, if any, that the seafarer is expected to bear in the recruitment process?</p> <p>The documented policy on cost shall be displayed on the RPS website, where available, and on the notice board in the office.</p>	Y	N	NA
-------------	---	----------	----------	-----------

Comments:				
------------------	--	--	--	--

(5.1.q)	<p>3.21 Does the RPS have a documented policy /procedure in place to ensure that the seafarers are informed of any particular condition applicable to the jobs for which they are to be engaged and of the particular ship owner's policies relating to their employment?</p> <p>Note: This should be carried out before the seafarers join the ship. Seafarers should be briefed by a senior officer of RPSL</p>	Y	N	NA
-------------	---	----------	----------	-----------

company (preferably by CEO/ MD or MR) about the Ship Owners/ DOC Managers and Trading Pattern of the ship and records maintained.

Comments:

3.22 (5.1.r)	Does the RPS have a documented policy in place to ensure that the procedures followed while dealing with cases of incompetence or indiscipline is consistent with the principles of natural justice, the law of the land, and practice and wherever applicable with CBA?	Y	N	NA
-------------------------	--	----------	----------	-----------

Comments:

3.23 (5.1.s)	Does the RPS have a documented policy /procedure in place to ensure that all mandatory certificates and documents are submitted for employment are up-to-date and have not been fraudulently obtained and employment references are verified?	Y	N	NA
-------------------------	---	----------	----------	-----------

Comments:

3.24 (5.1.t)	Does the RPS have a documented policy /procedure in place to ensure that requests for information or advice by families of seafarers while seafarers are at sea are dealt with promptly and sympathetically and at no cost to the seafarer? <u>Note:</u> For the purpose of the above information/advice the “family” shall mean “next of kin” as declared by the seafarer.	Y	N	NA
------------------------	---	----------	----------	-----------

Comments:

3.25 (5.1.u) Comments:	Does the RPS have a documented policy /procedure in place to verify that the labour conditions on ships where seafarers are placed conform with applicable CBA concluded between the ship owner and representative seafarer's organization? Note: <i>"Verify the DMLC Part I, DMLC Part II, and MLC certificates for at least 10% of the total vessels in the profile, with a minimum of 10 ships if the total number exceeds 10."</i>	Y N NA
---	---	-----------------------------------

3.26 (5.1.v) Comments:	Does the RPS service ensure that the terms and conditions of employment of seafarers comply with applicable laws or regulations or CBA? Notes: <i>RPS to ensure that the rights of the seafarers are duly protected and that they enter into valid contracts of employment and sign articles of agreements.</i> <i>Agreement between RPS and the employer or the ship owner to be sighted and should be valid.</i> <i>Has the RPS submitted (uploaded) the copy of the applicable SEA/CBA to the Administration?</i>	Y N NA
---	---	-----------------------------------

Comments:	
------------------	--

3.27	Does the RPS have a documented policy to ensure that death	Y N NA
-------------	--	-----------------------------------

(5.1.w)	<p>compensation or disability compensation is paid by the ship owner without undue delay.</p> <ol style="list-style-type: none"> 1. Check if the process of compensation settlement has been initiated by the RPS/Company in cases of death and disability. 2. Check if the compensation is unsettled for more than 12 months without valid reasons. (For Ex: in dispute or sub-judice) 			
---------	---	--	--	--

Comments:

(5.1.y)	<p>3.28 Does the RPS mention the number, date of issue, and the validity of the license in all of their advertisements published, and the license number is mentioned in all its communications?</p>	Y	N	NA
---------	---	---	---	----

Comments:

(5.1.z)	<p>3.29 Does the RPS service provider have a procedure to notify the Director of the annual and renewal inspections of the RPS license as per the specified requirement?</p>	Y	N	NA
---------	--	---	---	----

Comments:

(5.2)	<p>3.30 Is the RPS provider in compliance with the online reporting requirements prescribed under DGS Circular 2 of 2024 and 25 of 2024 issued by the Directorate General of Shipping?</p>	Y	N	NA
-------	---	---	---	----

Comments:

3.31	Has the RPS service provider sent Form II to DSEO or any other	Y	N	NA
-------------	--	---	---	----

(5.3)	<p>person authorized by DG in online mode or paper form of any death or injury to a seafarer within 24 hours of receiving such information?</p> <p><u>Note:</u></p> <p><i>Failure to furnish the report within a specified period may lead to suspension or withdrawal of the registration granted, or license issued.</i></p>			
-------	--	--	--	--

Comments:

3.32 (6.1)	<p>Has the RPS service provider made a welfare fund contribution towards Seafarers Welfare Fund Society, Mumbai on a quarterly basis?</p> <p><u>Note:</u></p> <p><i>Check records of contribution for every seafarer excluding trainees, engaged onboard foreign flag ships. Rupees Six thousand per seafarer per annum based on the actual period of the employment of the seafarer. The contributions shall be paid by the fifteenth of the month following the end of every quarter or as per the applicable regulations issued from time to time.</i></p>	Y	N	NA
---------------	---	---	---	----

Comments:

3.33 (6.2)	<p>Does the RPS ensure that contributions to SWFS by Indian Ship Owners for every seafarer engaged by them on-board Indian flag ships are made on a quarterly basis?</p> <p><u>Note:</u></p> <p><i>Check records of contribution for every seafarer excluding trainees, engaged onboard Indian flag ships. Rupees 4800/- per seafarer per annum based on the actual period of the employment of seafarer for F.G ships and INR 2400/- per seafarer per annum based on the actual period of the employment of seafarer for Home Trade & ships engaged in coastal trade. The contributions shall be paid by the fifteenth of the month following the end of every quarter.</i></p>	Y	N	NA
---------------	--	---	---	----

Comments:

<p>3.34 (18)</p> <p>Is it ensured that a seafarer with whom an employment contract is entered into is placed on board the ship? (provided that the seafarer is ready and willing to do so and reports to the ship as directed.)</p> <p>Note: <i>verify records with DGS website Form I entries.</i></p>	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> NA
---	----------------------------	----------------------------	-----------------------------

Comments:

<p>3.35</p> <p>Is there a grievance redressal mechanism available to enable complaints to be made by seafarers against the RPS or against the ship owner?</p> <p>(Check the record of grievance or complaints).</p> <p>1. Is the grievance/complaint unattended for more than 2 weeks?</p> <p>2. Is the grievance/complaint unresolved for more than 2 months without a valid reason?</p>	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> NA
---	----------------------------	----------------------------	-----------------------------

Comments:

<p>3.36 (Form V -7.ii)</p> <p>Is there a record maintained related to charges for travel documents, medical examinations, etc. collected from seafarers?</p>	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> NA
---	----------------------------	----------------------------	-----------------------------

Comments:

3.37 (Form V -7.iii)	Is there a procedure for the collection, storage, and processing of seafarers' personal data? Note: <i>Full particulars of seafarers including Name, Address, Age, Skill, Experience, and Address of Next of Kin</i>	Y	N	NA
----------------------------	--	---	---	----

Comments:

3.38 (Form V -7.iv)	Copy of employment contract of all seafarers available. Note: <i>The RPS Company / agent is required to maintain a copy of the signed SEA only where the SEA is entered between the seafarer and the shipowner/employer.</i>	Y	N	NA
---------------------------	---	---	---	----

Comments:

3.39 (Form V -7.v)	Agreement / MOUs / Contracts between RPS and the employer or the ship owner sighted? Note: <i>1. The Agreement should be valid. 2. Details of the employer/ship owner maintained in respect of each ship. The address and contact details should be proper, not merely a P.O. Box number.</i>	Y	N	NA
--------------------------	--	---	---	----

Comments:

3.40 <i>(Form V -7.vi)</i>	<p>Are the following records, as applicable, related to recruitment maintained for a minimum retention period of 5 years:</p> <p>Copies of all advertisements issued, interview call letters, correspondence with applicants, copies of appointment letters etc. as applicable.</p>	Y	N	NA
--	---	---	---	----

Comments:

3.41 <i>(Form V- 7.vii)</i>	<p>Are records of claims and compensations made related to injury or death of seafarers maintained?</p> <p>a. Is there any case of injury/death unattended for more than 2 weeks?</p> <p>b. Is there a case of compensation pending for more than 12 months from the time of the accident without valid reasons? (In dispute or sub-judice)</p> <p>Note: <i>Record of claims for compensation for injury or details of the death of seafarers along with the details of Next of Kin of the seafarer, passport number, country of employment, nature of injury or death, date of accident, name, and address of the employer and details of compensation paid.</i></p>	Y	N	NA
---	--	---	---	----

Comments:

3.42 <i>(Form V -11)</i>	<p>Does the RPS ensure that all ships on which seafarers are recruited and placed are covered by the P & I insurance? And the copies of the certificates of Financial Security under clauses 2.5 and 4.2 of MLC are available with the RPS agent.</p> <p>Note - "The inspector should check and verify the authenticity of the insurance certificates for the 10 ships employing the</p>	Y	N	NA
--	--	---	---	----

	highest number of seafarers, as listed by the RPS. If the total number of ships is less than 10, the documents for all ships must be verified."			
--	---	--	--	--

Comments:

3.43 <i>(Form III -17)</i>	Are there any complaints pending in respect of seafarers recruited Note: <i>Complaints made by a seafarer 12 months after his/her sign-off from the ship in question need not be entertained except in cases of jailed / detention / arrest /capture, etc.</i>	Y	N	NA
--	---	----------	----------	-----------

Comments:

3.44 <i>(Form III -18)</i>	Is there any criminal or civil case registered/pending in any court in relation to the provisions of the M.S. RPS Rules, 2016 as amended, involving the recruitment and placement service? Note: 1. Any such case to be declared by the RPS at the time of the commencement of the inspection. 2. RPS license should not be recommended to such new RPSL Companies.	Y	N	NA
--	---	----------	----------	-----------

Comments:

3.45	Record of medical data (of seafarers) relevant to employment maintained	Y	N	NA
-------------	---	----------	----------	-----------

Comments:

3.46 <i>(DGS Order No. 13 of 2014)</i>	Is there a documented procedure stating that the RPS shall provide a letter of intent which also indicates the name and address of the owner “of RPS” as given in Form VII for managing their ships to enable Hospitality Crew to obtain Indian CDC to work on a cruise ship and the same is being implemented?	Y	N	NA
--	---	----------	----------	-----------

Comments:

3.47	Verify the records of the seafarers' contracts if the compensation to seafarers on premature discharge is paid by the ship owners / Master /RPS in accordance with the provisions of Section 143 of the MSA	Y	N	NA
-------------	---	----------	----------	-----------

3.48	Verify the records such as. <ol style="list-style-type: none"> 1. Details of any seafarers engaged over and above the Life-Saving Appliances (LSA) capacity of the vessel. 2. Number of applications submitted for correction of Sign-On/Sign-Off records during the last one year. 3. Number of vessels abandoned during the last one year, along with the cumulative total. 4. Number of deaths of seafarers reported in the last one year, along with the cumulative total. 5. Number of cases pending for compensation settlement. 6. Whether suicide coverage is included under the Collective Bargaining Agreement (CBA) / Seafarers' Employment Agreement (SEA) by the RPS / Shipowner. 7. Whether any police complaints have been filed against the RPS, its directors, or operators during the last one year, along with the cumulative number of such complaints. 8. Whether any of the Directors own or are associated with another RPS. If yes, provide the name and details. 9. Number of any pending online / offline grievances pending for closure. 10. Whether the RPSL entity has operated under the same name through any institution approved by a foreign flag administration. If yes, confirm whether the requisite approval or intimation has been obtained from the Directorate General of Shipping (DGS). 	Y	N	NA
-------------	--	----------	----------	-----------

Comments:

3.48	Additional Remarks, if any in accordance with applicable RPSL Rules / DGS Executive orders / circulars:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				

Name:

Seal/signature:

FORM-I [FOR REFERENCE]

[See rule 5 (3)]

REPORT OF MISSING, DEATH OR DISABILITY OF A SEAFARER

(TO BE SUBMITTED WITHIN TWENTY-FOUR HOURS OF RECEIPT OF INFORMATION)

1. Name of seafarer	
---------------------	--

2.	Sex	
3.	Age	
4.	Date of Birth	
5.	Continuous Discharge Certificate (CDC) Number	
6.	Certificate of Competency (CoC) details, where applicable	
7	Date and Time of Incident	
8	Indos No.	
7.	Next-of-kin details	
	(a) Name	
	(b) Relationship	
	(c) Address, Tel.No. and E-mail/Fax	
8.	Nature of accident / incident including damages / casualties suffered (use additional sheet if required)	
9.	Details of ship involved in marine casualty / incident	
	(a) Name of Ship and International Maritime Organization (IMO)Number.	
	(b) Tonnage	
	(c) Location of ship	
	(d) Flag	
	(e) Coastal state(s) involved	
	(f) Name of Protection and Indemnity(P&I) Club	

	(g) Name of Captain	
	(h) Details of owners	
1 0.	Details of recruitment and placement service in India	
	(a) Name	
	(b) Address, Tel.No. and Email / Fax address	
	(c) Licence No.	
1 1.	Details of Assistance given to the seafarer	
1 2.	Insurance Coverage of the seafarer	

Place:

Date:

Name and Designation of
Authorised Signatory
Signature and Seal

FORM -II [FOR REFERENCE]

[See rule 9 (1) and rule 17 (2)]

APPLICATION FOR RECRUITMENT AND PLACEMENT SERVICE LICENCE

1.	Name.	
2.	Status [person/company/institution/agency or other organisation].	
3.	Date of incorporation.	
4.	Name, designation and address of the authorised signatories.	
5.	Telephone Number.	

6.	Fax Number.	
7.	Website and e-mail id.	
8.	(a) Registered office address (b) Address of all branches (c) Principal Place of Business Operational Address	
9.	Whether the office is owned/leased/hired.	
10.	Residential address of the authorised signatories.	
11.	Name and address of all the Bankers.	
12.	Permanent Account Number along with a copy of the previous years income-tax returns.	
13.	Details of business during the last five years (enclose profit and loss account and balance sheet).	
14.	Experience, if any, in recruitment of seafarer, number of years.	
15.	Whether any authorised signatory has been associated with any recruiting agency in the past, if so, give details.	
16.	If previously in the business of recruitment of seafarers total number of seafarers deployed year- wise, country-wise and category-wise during the last five years.	
17.	Whether there are any complaints pending in respect of seafarers recruited, if so, details thereof.	
18.	Whether there is any criminal or civil case pending in any court. If so, details thereof	
19.	Whether any authorised signatory has been convicted. If so, details thereof.	

20 .	Total number of agreements or contracts with employer with details thereof.	
21 .	Number of seafarers proposed to be recruited.	
22 .	Other Shipping related activities carried out, if any.	

UNDERTAKING

I/we do hereby undertake that whatever stated above is true and correct to the best of my/our knowledge, information and belief and in the event of any of the information furnished above is found false or incorrect in any respect, I/we shall abide by any decision of the Director, shipping office.

Date:

Name and designation of the applicant

Signature and Seal

List of enclosures:-

- (i) Prescribed fee
- (ii) Agreement with the ship owner or employer
- (iii) Copy of certificate of incorporation
- (iv) Profit and Loss account and Balance Sheet for last five years
- (v) Certificate of the assets and liabilities by a chartered accountant
- (vi) List of ships, with IMO Nos. on which seafarers are recruited or proposed to be recruited against each Form-VII.
- (vii) List of authorised signatories, with specimen signatures and contact details with e-mail address.
- (viii) Filled in Form-V, VI and VII.

FORM-III [FOR REFERENCE]

[See rule 9(1)]

FORM OF APPLICATION FOR RENEWAL OF LICENCE

1.	Name	
----	------	--

2.	Status [person/company/institution/agency or other organisation]	
3.	Licence number and date of issue	
4.	Validity period of licence	
5.	Total number of seafarers employed during the period of licence – category wise Pending complaints of seafarers recruited and if so, details thereof.	
6.	Whether there is any criminal or civil case pending in any court. If so, details thereof.	
7.	Whether any authorized signatory has been convicted. If so, details thereof.	
8.	Details of change of registered office / branch	
9.	Total number of agreement / contracts signed with employers. Please give the details Flag-wise and ownership-wise.	

UNDERTAKING

I/we do hereby undertake that whatever is stated above is true and correct to the best of my/our knowledge, information and belief and in the event of any of the information furnished above is found false or incorrect in any respect, I/we shall abide by any decision of the Director, shipping office.

Date:

Name and designation of the
applicant Signature and
Seal

List of enclosures:-

- i. Prescribed fee
- ii. Agreement with the ship owner / employer
- iii. Copy of Certificate of Incorporation
- iv. Profit and Loss Account and Balance Sheet for last five years
- v. Certificate of the assets and liabilities by a Chartered Accountant.

FORM -IV [FOR REFERENCE]

[See rule 9 (2)]

DECLARATION

I/We, person/company/institution/agency or other organisation of hereby declare that:

- 1 I/We shall conduct the business at
- 2 I/We shall carry out the business during the period of the validity of the licence.
- 3 I/We shall conduct the business under signatures and seal of the authorized signatories.
- 4 I/We shall not transfer the licence.
- 5 I/We shall display the licence at a place accessible to public in the registered office and the attested copy of the licence at a place accessible to public in the branch office.
- 6 I/We shall not charge any fee from the seafarers for the purpose of recruitment or for providing employment.
- 7 I/We shall maintain the following permanent records at the Registered Office as under:
 - a. a register of name and address of seafarers.
 - b. a register containing charges for travel documents, medical examination etc. collected from the seafarers;
 - c. bio-data (giving full particulars including name, address, age, skill, experience and address of next of kin) of each seafarer recruited;
 - d. copies of employment contract of each seafarer; originals of all MoUs/contracts/agreements with the employers;
 - e. all documents relating to recruitment of seafarers, including office copies of all advertisements issued, letters of interviews, where applicable, and correspondence with applicants, original award sheet leading to the selection, names and addresses of persons involved in the selection process, copies of letters of appointments and other particulars, etc, for a minimum period of five years.
 - f. a register of claims for compensation for injury or details of death of the seafarers alongwith the details of the next of kin of the seafarer, passport number, country of employment, nature of injury or death, as the case may be, date of accident, name and address of the employer and the details of compensation paid;
 - g. such other records as may be required to be maintained.
- 8 I/We shall furnish a monthly report of the preceding month by the 12th of the succeeding month.
- 9 I/We shall not charge the repatriation expenses from the seafarer in the event of his being stranded and also will not charge for transportation of the mortal remains of a dead seafarer.
- 10 I/We shall ensure that all seafarers recruited are in possession of valid documents for the job for which they are recruited (i.e. Passport, Visa, CDC, COC required qualification certificates etc.).
- 11 I/We shall ensure that all ships on which seafarers are recruited and placed are covered adequately by the
- 12 Protection and Indemnity insurance.
- 13 I/We shall ensure that all seafarers recruited and placed with the ship owners are adequately covered by insurance coverage.

- 14 I/We ensure that all the personnel in our office are adequately trained and have relevant knowledge of the maritime industry.
- 15 I/We declare that I/we are not convicted under any law and that no criminal proceedings are pending.
- 16 I/We declared that I/we have valid contracts with all ship owner's/agent's for whom we recruit seafarers.
- 17 I/We shall ensure that all rights of seafarers will be duly protected and all seafarers shall enter into valid contracts of employment and sign article of agreements.
- 18 I/we shall abide by the provisions of the Merchant Shipping (Recruitment and Placement service) Rules as amended from time to time.
- 19 I/We declare that to the best of my/our knowledge, belief and information the above particulars are correct and complete. I/We am/are aware that any false statement or information shall render the application cancelled.

Date

Signature of person/company/institution/agency or other organisation,
Name, designation and seal

FORM-V [FOR REFERENCE]

[See rule 9(2)]

DECLARATION OF QUALIFICATION AND EXPERIENCE OF MANAGEMENT PERSONNEL

Name of the recruitment and placement service

.....
.....
.....
.....
.....
.....
.....
.....

Address

1. Designation _____ Name _____

Responsibilities _____

Educational Qualification _____

Professional Qualification _____

Experience _____

Mobile No _____

Email ID (Company Domain ID) _____

2. Designation _____ Name _____

Responsibilities _____

Educational Qualification _____

Professional Qualification _____

Experience _____

Mobile No _____

Email ID (Company Domain ID) _____

3. Designation _____ Name _____

Responsibilities _____

Educational Qualification _____

Professional Qualification _____

Experience _____

Mobile No _____

Email ID (Company Domain ID) _____

4. Designation _____ Name _____

Responsibilities _____

Educational Qualification _____

Professional Qualification _____

Experience _____

Mobile No _____

Email ID (Company Domain ID) _____

5. Designation _____ Name _____

Responsibilities _____

Educational Qualification _____

Professional Qualification _____

Experience _____

Mobile No _____

Email ID (Company Domain ID) _____

Directorate General of Shipping approval number (For medical
practitioner) _____

Signature of
person/company/institution/agency or other organisation,
Name, designation and seal.

Date:

**FORM-VI [FOR REFERENCE]
[See rule 9(2)]**

**AGREEMENT BETWEEN RECRUITMENT AND PLACEMENT SERVICE PROVIDER
AND THE EMPLOYER/SHIPOWNER**

Name, Address, Tel. No., Fax No., E-mail and full style of the Employer/Shipowner:

Name, Address, Tel. No., Fax No., E-mail and full style of the recruitment and placement service:

Name, Address, Tel. No., Fax No., E-mail and full style of the authorized signatory of recruitment and placement service:

Name, Address, Tel. No., Fax No., E-mail and full style of the authorized signatory of Employer/Shipowner:

Whereas, as the above-named recruitment and placement service has entered into an agreement on this day of

with the above-named employer/ship owner for the recruitment and placement of seafarers on board for and on behalf of the employer as agent only,

The employer/ship owner undertakes to repatriate the seafarers so employed if stranded at any place as well as to look after his reasonable maintenance and to transport the mortal remains of the seafarer, if permissible under local laws, in case of death.

Signed, stamped and delivered:

(For and on behalf of the employer/ship owner) Signed, stamped and delivered:

(For and on behalf of the recruitment and placement service provider)

**FORM-VII [FOR REFERENCE]
[See rule 9(4)]**

RECRUITMENT AND PLACEMENT SERVICE LICENCE

1 Name of the recruitment and placement service provider-----

2 Address of the registered office.....

3 Address of branch.....

4 Address of Principal place of Business -----

5 Status (person/company/institution/ agency or other organisation.).....

6 Licence number

This is to certify that thehas presented the requisite documents and has complied

with the procedures prescribed under Merchant Shipping (Recruitment and Placement of Seafarers) Rules, 2026.

Subject to the conditions referred to in the rules, and unless the licence is suspended or withdrawn in writing, this licence is valid fromto.....

Date

Signature of the Director,
Shipping Office

Stamp and Seal

FORM-VIII [FOR REFERENCE]

[See rule 12 (1)]

SHOW CAUSE NOTICE TO RECRUITMENT AND PLACEMENT SERVICE
PROVIDER

To,

Sir,

Whereasa recruitment and placement service has been issued a licence bearing numberfor the periodtoby the Director, shipping office under Merchant Shipping (Recruitment and Placement of Seafarers) Rules, 2026.

2. Whereashas failed to comply with the following provisions for the following reasons:

- (a)
- (b)
- (c)
- (d)

Now, therefore, the Director, shipping office under rule 12(1) of the Merchant Shipping (Recruitment and Placement of Seafarers) Rules, 2026 hereby directs to show cause within a period of thirty (30) days from the date of issue of this notice, as to why the recruitment and placement service Licence bearing No.should not be suspended/withdrawn.

Yours faithfully,

Place:

Director Shipping Office
[Ref xxxxxx]

FORM IX
(See rule 16)
RETURN/RELEASE OF BANK GUARANTEE

Date: _____

To,
The Director

Sub: Request for Return / Release of Bank Guarantee. – Reg
Sir,

We hereby submit request for return of Bank Guarantee along with following documents as per checklist:

- i) Indemnity / Undertaking on non-judicial stamp paper stating that no Death, disability and wages are pending on behalf of RPS agency and will be responsible for any further claim with regard to wages, death and death / disability compensation / other liabilities of seafarer recruited by RPS agency. The name, address and contact details, PAN of the Authorized Signatory / Directors to be mentioned in the Undertaking.

- ii) Details of Authorized Signatory / Directors for communication in future.
- iii) 'No Objection Certificate' from Seamen's Provident Fund Organization, Mumbai and Seafarer's Welfare Fund Society, Mumbai to be obtained and copy thereof to be submitted to this office.
- iv) Declaration with reference to any pending grievances relating to wages and death / disability compensation as on date.
- v) Present details of seafarers' onboard vessels and their repatriation to India.

Thanking you.

Yours faithfully,
 (Authorized Signatory (name with seal)
 Contact details and Email ID.

Form-xx

[See rule xx]

SEAFARERS' EMPLOYMENT AGREEMENT

(Please fill up in capital letters in black ballpoint or by computer)

This agreement is made between employer/employer's agent and seafarer as detailed below in accordance with collective bargaining agreement-sector wise, i.e. NMB (INDIA)/INSA-MUI/others* as per terms and conditions stated overleaf:

(*Delete/add as applicable)

1. Details of employer:	7. Details of seafarers:
1 Name:	1 Name:
2 Postal address & e-mail:	2 Nationality / INDos no.:
	3 Date/place of birth:
	4 Postal address & e-mail:
3 Telephone / Fax no.:	
4 Contact person:	
2. Details of employer's agent:	5 Telephone / Fax no.:
1 Name:	6 CDC no. / Place of issue:
2 Postal address & e-mail:	7 CDC date of issue / expiry:
	8 Passport no. / Place of issue:
	9 PP date of issue / expiry:
	8. Details of next of kin:
3 Telephone / Fax no.:	1 Name / Relationship:
4 Contact person:	2 Postal address & e-mail:
3. Details of ship:	

1 Name:			
2 Port of registry / trade:			
3 Official / IMO no.:		3 Telephone / Fax no.:	
4 G.T. / Power (Kw / BHP):		9. Details of certificates:	
5 No. of crew including master:		1 CoC grade / no.:	
4. Details of employment:		2 Place of issue:	
1 Rate of monthly wages on board:		3 Date of issue / expiry:	
2 Rate of monthly PF / gratuity:		4 Limitations (if any):	
3 Amount of monthly allotment:			
4 Capacity / Rank employed:		10. Details of special ship type endorsement (if applicable):	
5 Reason for signing-off:		1 Type of endorsement:	
6 Paid off on datePlace.		2 Level / Certificate no.:	
7 PF contribution due		3 Place of issue:	
8 Gratuity (SWFS) due.....		4 Date of issue / expiry:	
5. Signature with date & stamp of employer/employer's agent:		11. Signature of seafarer with date:	
1 Signed-on ashore: Place:..	2 Signed-off ashore: Place:..	1 Signed-on ashore:	3 Signed-off from ship:
		2 Signed-on ship:	4 Signed-off ashore:
6. Signature with date & stamp of master:		12. Signature with date & stamp of shipping master:	

1 Signed-on ship: Place:	2 Signed-off from ship: Place:	1 On receipt of record commencing employment: Place:	2 On receipt of record concluding employment: Place:
<u>Remarks (if any) with signature & date by seafarer / employer / employer's agent / shipping master / SPFO / SWFS:</u>			

Seafarers' Employment Agreement

Contractual clauses/terms and conditions

1. This agreement between employer/employer's agent and the seafarer is subject to the condition that the seafarer will serve in capacity/rank on wages as indicated with other terms of employment and service conditions as per the relevant collective bargaining agreement sector-wise as applicable.
2. This agreement shall be for serving in the area and for the period as agreed in applicable collective bargaining agreement from the date of the first signature in this agreement.
3. It is hereby agreed that the said seafarer will be supplied with provisions as applicable collective bargaining agreement or in accordance with MLC 2006 provisions, whichever is higher.
4. It is agreed that the rights, duties and the terms of employment of seafarers and the obligations of ship owners shall be governed by applicable collective bargaining agreement/the provisions of ILO Conventions ratified by India, Merchant Shipping Act 2025, the rules/notices/circulars /orders made thereunder.
5. Master should keep on board a copy of applicable collective bargaining agreement/the provisions of ILO Conventions ratified by India, Merchant Shipping Act 2025, the rules

/notices/circulars/orders. These documents should be made available to seafarers working on the vessel, their lawful representatives and other legitimate authorities for their perusal at any reasonable time.

6. In relation to an individual seafarer, this agreement may be terminated –
 - a. by mutual consent.
 - b. if medical evidence indicates that a seaman is incapable of continuing to perform his duties by reason of illness or injury;
 - c. if a seaman is absent without leave at a time fixed for sailing; or
 - d. if in the opinion of the master, continued employment of the seaman is likely to endanger the vessel or any person on board.
7. There shall be a system-generated copy of the agreement, and the five original and three photocopies will ultimately remain with persons/bodies as detailed below:

a.	Master on board the ship	-	1/5
b.	Seafarer	-	2/5
c.	Shipping Master (on concluding employment and settlement of wages)	-	3/5
d.	Employer/employer's agent - and	-	4/5
e.	Shipping Master on commencing employment	-	5/5
f.	SPFO (Seamen's Provident Fund Orgn.) on concluding employment-Photocopy	-	3/5
g.	SWFS (Seafarers' Welfare Fund Society) on concluding employment-Photocopy	-	3/5
h.	Employer/Employer's Agent.	-	3/5