



भारत का राजपत्र The Gazette of India

सी.जी.-डी.एल.-अ.-15092026-276185
CG-DL-E-15092026-276185

असाधारण
EXTRAORDINARY

भाग II—खण्ड3—उप-खण्ड(i)
PART II—Section 3—Sub-section (i)

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं. 709]

नई दिल्ली, बृहस्पतिवार, सितंबर 3, 2026/ भाद्र 12, 1948

No. 709]

NEW DELHI, THURSDAY, SEPTEMBER 3, 2026/ BHADRA 12, 1948

पत्तन, पोत परिवहन और जलमार्ग मंत्रालय

अधिसूचना

नई दिल्ली, 2 सितंबर, 2026

सा.का.नि.777(अ).—केंद्रीय सरकार, वाणिज्यिक पोत परिवहन अधिनियम, 2025 (2025 का 24) की धारा 5 की उपधारा (3), धारा 78 की उपधारा (1) के खंड (ग) और उपधारा (2), धारा 113 की उपधारा (1) और उपधारा (2) के खंड (घ), खंड (च), खंड (छ), खंड (ज), खंड (झ), खंड (ड) और खंड (ढ) तथा धारा 319 की उपधारा (2) के खंड (च) और (ड) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, तथा वाणिज्यिक पोत परिवहन (नाविकों की भर्ती एवं नियोजन) नियम, 2016 को उन बातों के सिवाय अधिकृत करते हुए, जिन्हें ऐसे अधिक्रमण से पहले किया गया है या करने का लोप किया गया है, निम्नलिखित नियम बनाती है, अर्थात्:-

प्ररूप 11

[नियम 24(7) देखें]

कल्याण कोष में अभिदाय की रसीद

1. भुगतानकर्ता का नाम और पता: _____
2. भुगतान की गई रकम: ₹ _____ (शब्दों में: _____)
3. भुगतान की नियत तारीख: _____
4. भुगतान की वास्तविक तारीख: _____
5. वह तिमाही अवधि जिसके लिए अभिदाय दिया गया:
6. भारतीय पोतों से भिन्न अन्य पोतों पर काम करने वाले नाविकों की संख्या:

(नाविक कल्याण निधि सोसाइटी की मुहर)

नाम: _____

पदनाम: _____

तारीख: _____

[फा. सं. एसवाई-19014/197/2025-एमजी-भाग(4)]

वेंकटेशपति एस, संयुक्त सचिव,

MINISTRY OF PORTS, SHIPPING AND WATERWAYS

NOTIFICATION

New Delhi, the 2nd September, 2026

G.S.R. 777(E).— In exercise of the powers conferred by sub-section (3) of section 5, clause (d) of sub-section (1) and sub-section (2) of section 78, sub-section (1) and clauses (d), (f), (g), (h), (i), (m) and (n) of sub-section (2) of section 113 and clauses (f) and (m) of sub-section (2) of section 319 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:—

Chapter I General Provisions

1. Short title and commencement. — (1) These rules may be called the Merchant Shipping (Recruitment and Placement of Seafarers) Rules, 2026.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions. — (1) In these rules, unless the context otherwise requires, –

(a) “Act” means the Merchant Shipping Act, 2025 (24 of 2025);

(b) “branch office” means an office of the recruitment and placement servicesubordinate to the principal place of business;

(c) “collective bargaining agreement” means, –

(i) an agreement signed, from time to time, between the union of seafarers and the association of ship owners containing the terms and conditions of employment as per the Maritime Labour Convention for seafarers onboard Indian flag ships; or

(ii) an agreement signed between the union of seafarers concerned and ship owners or employers or licenced recruitment and placement serviceon their behalf or their associations for an employment on board foreign flag ships, which is in conformity with the laws and acceptable to the flag State concerned.

Explanation.– For the purposes of this sub-clause, the expression “conformity with the laws and acceptable to the flag State concerned” means when such collective bargaining agreement is referred to in the seafarer employment agreement, and which has been submitted along with Part II of the Declaration of Maritime Labour Compliance by the shipowner to the flag state for endorsement and subsequent issuance of the Maritime Labour Certificate;

(d) “employer” means any person who assumes the responsibility of employing seafarer in respect of a ship and who has agreed to take over all such duties and responsibilities as of the ship owner;

(e) “Form” means a form appended to these rules;

(f) “Inspecting Authority” means any person or recognised organisations authorised by the Director-General to carry out an inspection under these rules;

(g) “Issuing Authority” means the director appointed under clause (b) of sub-section (1) of section 12 of the Act;

(h) “jurisdictional Issuing Authority” means the director whose jurisdiction of the principal place of business of recruitment and placement serviceis specified in Schedule II;

(i) “licence” means a licence issued to a recruitment and placement service under these rules;

(j) “licenced recruitment and placement service” or “Licenced RPS” means any recruitment and placement service which possesses a valid licence granted under these rules;

(k) “Maritime Labour Convention” means the Maritime Labour Convention signed in Geneva on the 23rd day of February, 2006;

(l) “Maritime Labour Compliance Board” means the Board constituted under rule 5;

(m) “piracy” means piracy as defined in clause (h) of sub-section (1) of section 2 of the Maritime Anti-Piracy Act, 2022 (3 of 2023);

(n) “principal place of business” means the place primarily from where the recruitment and placement is conducted and wherein inspection shall be carried out;

(o) “recruitment and placement service” or “RPS” means recruitment and placement service as defined in clause (b) of section 55 of the Act;

(p) “registered office” means the registered office of recruitment and placement service, as recorded in the document of incorporation, registration, or any other government-issued registration or licence evidencing the address of such person, company, institution, agency or other organisation, as applicable;

(q) “Schedule” means a Schedule appended to these rules;

(r) “ship owner” means ship owner as defined in clause (c) of section 55 of the Act;

(s) “top management” means the person or group of persons at the highest level of management within a recruitment and placement service, having responsibility for directing and controlling its operations and for ensuring implementation of its objectives and statutory obligations.

(2) Words and expressions used in these rules and not defined but defined in the Act shall have the meanings respectively assigned to them in the Act.

3. Application. – These rules shall apply to –

- (a) Indian seafarers recruited through a licenced recruitment and placement service, unless otherwise specified; and
- (b) recruitment and placement service.

Chapter II

Issuing Authority and Maritime Labour Compliance Board

4. Complaint concerning activities of recruitment and placement services. —

(1) A complaint concerning the activities of recruitment and placement services may be submitted by a seafarer to the Issuing Authority electronically and shall be addressed by the Issuing Authority.

(2) The Issuing Authority shall examine and address the complaints or grievances of a seafarer engaged by recruitment and placement service for ships other than Indian ships, provided that such complaints or grievances are submitted within a period of three years from the date of the incident giving rise to such complaint or grievance, as the case may be.

5. Maritime Labour Compliance Board. — (1) For the purpose of ensuring compliance with Part V of the Act, there shall be a Maritime Labour Compliance Board comprising of the following persons, namely: –

- (a) the Director-General, Chairperson, *ex officio*.
- (b) Additional Director-General, Co-chairperson, *ex officio*;
- (c) nautical advisor, *ex officio*, Co-chairperson;
- (d) chief surveyor, *ex officio*, Co-chairperson;
- (e) chief ship surveyor, *ex officio*;
- (f) All principal officers and surveyor-in-charge of Mercantile Marine Departments, *ex officio*;
- (g) Deputy Director-General (Crew), *ex officio*, Member Secretary
- (h) shipping master, Director and seafarer’s welfare officer of all Shipping offices, *ex officio*;
- (i) representative of Seafarers’ Welfare Fund Society;
- (j) representative of Seamen’s Provident Fund Organisation;
- (k) three representatives of shipowners’ organisations, as observers; and
- (l) three representatives of seafarer’s organisations, as observers.

(2) The Chairperson may invite any person, such as inspection authorities, seafarer welfare bodies and industry associations to attend a meeting of the Board for the purpose of providing expert advice or information relevant to the functions of the Board.

(3) The Maritime Labour Compliance Board shall–

- (a) review the requirements for compliance of the Maritime Labour Convention with respect to ships and recruitment and placement services;
- (b) advise on applications for issuance of licence for recruitment and placement services;
- (c) advise on such other matters as may be referred by the Director-General.

Chapter III

Licence for recruitment and placement service

6. Recruitment and placement of seafarers. —No person, other than an owner of Indian ship in respect of the ship owned by him, shall carry on the business of recruitment and placement service, unless he is in possession of a valid licence granted under these rules.

7. Procedure for issue of licence. — (1) Any person, company, institution, agency or other organisation, in public or private sector which is desirous of obtaining a licence shall submit an application to the Issuing Authority in Form-I electronically with fees payable as specified in Schedule I, and accompanied with the following documents, namely: –

- (a) declarations in Form-II and Form- III;
- (b) an agreement in Form-IV;
- (c) details of the single point of contact of the applicant; and
- (d) bank guarantee from a scheduled bank for the amount as specified in table in sub-rule (3) of rule 8.

(2) Upon receipt of the application under sub-rule (1), the Issuing Authority shall examine the application and satisfy himself of the compliance with these rules, within fifteen days from the date of submission of the application.

(3) The Issuing Authority shall forward the application electronically to the inspecting authority for the purpose of inspection in accordance with Schedule IV and such other criteria as may be specified by the Director-General.

(4) Upon conducting the inspection under sub-rule (3), the inspecting authority shall submit a report to the Issuing Authority within fifteen days from the date of receipt of the application from the Issuing Authority.

(5) Upon receipt of the inspection report, the Issuing Authority shall, if satisfied, submit the recommendation for approval or rejection of the application, to the Director-General, within fifteen days from the date of receipt of report under sub-rule (4).

(6) The top management of the recruitment and placement service shall, on receipt of communication from the Director-General, make a presentation covering the details specified in Schedule III, to the Maritime Labour Compliance Board.

(7) The Maritime Labour Compliance Board shall submit its recommendation, in writing, to the Issuing Authority.

(8) The Issuing Authority shall issue the licence to recruitment and placement service electronically in Form-V, subject to such conditions as may be specified by the Director-General or reject the application.

(9) Where any licence is issued under sub-rule (8), login credentials shall be provided to the recruitment and placement service by the Issuing Authority, which shall not be used by any other person.

(10) In case of any rejection under this rule, the reasons for rejection of the application shall be intimated to the applicant.

8. Bank guarantee. — (1) Every recruitment and placement service shall furnish and maintain with the jurisdictional Issuing Authority, a bank guarantee of such amount specified in the table in sub-rule (3) and shall be drawn on a scheduled bank in India in favour of the Issuing Authority concerned to ensure compliance with the obligations arising under these rules and to safeguard the interests of seafarers recruited or placed by such recruitment and placement service.

(2) The bank guarantee amount specified in the table in sub-rule (3) shall apply to all recruitment and placement service applying for issuance of a licence under these rules.

(3) All existing licenced recruitment and placement service shall submit a bank guarantee to cover the differential amount as specified in the table below, within three years from the date of commencement of these rules:

Provided that this sub-rule shall not apply to existing licenced recruitment and placement service which seek to expand its recruitment capacity.

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)	(2)	(3)
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 Crore

Explanation. - For purposes of this sub-rule, the expression “existing licenced recruitment and placement service” means such recruitment and placement service holding a valid licence issued under the Merchant Shipping (Recruitment and Placement of Seafarers) Rules, 2016.

(4) The bank guarantee shall be commensurate with the number of recruitments and placements.

(5) The bank guarantee shall be valid, irrespective of the licence being suspended or withdrawn, for the licence period or till the date of completion of contract employment of all seafarers recruited by the respective recruitment and placement service, whichever is later.

(6) The bank guarantee shall be furnished under sub-rule (1) to cover the following circumstances, in which the Issuing Authority may invoke the bank guarantee, namely: –

(a) the cost of repatriation of an abandoned seafarer or stranded seafarer or a seafarer who is detained or arrested, 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;

(b) in the event of detention or arrest of abandoned seafarer arising out of or in course of employment and at the discretion of the Director-General, the legal cost and fees required for representing such seafarer, including the cost of accommodation, telephone services, provision for food and clothing;

(c) monetary loss, including the outstanding wages and other entitlements due from the ship owner to the seafarer, that a seafarer 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 seafarer’s employment agreement or the relevant collective bargaining agreement:

Provided that invocation of the bank guarantee for any monetary loss shall be based on such claim being made by the seafarer to the Issuing Authority, prior to which the seafarer shall comply with the following procedure of complaint, namely:–

(i) make a complaint in accordance with on board compliant procedure of the flag State; and

(ii) inform the recruitment and placement service of all details of the monetary loss, at the earliest convenience.

(7) Where the licenced recruitment and placement service is desirous of enhancing its bank guarantee, to increase the number of recruitments and placements, the licenced recruitment and placement service shall furnish requisite bank guarantee along with an application in such form as may be specified by the Director-General.

(8) No application shall be made under sub-rule (7) within six months from the date of issuance of the initial licence.

(9) Any licenced recruitment and placement service making an application under sub-rule (7) shall ensure that—

(a) it has demonstrated operational performance, with no outstanding complaints or grievances pending against it; and

(b) as far as practicable, the application is clubbed with the annual audit of the licenced recruitment and placement service, to enable verification by the Inspecting Authority:

Provided that in exceptional cases, an application submitted outside the regular annual audit cycle may be considered by the issuing authority for reasons to be recorded in writing.

(10) The issuing authority shall forward the application electronically to the inspecting authority for the purpose of inspection in accordance with Schedule-V.

(11) Upon conducting the inspection under sub-rule (10), the inspecting authority shall submit a report to the Issuing Authority within fifteen days from the date of receipt of the application under sub-rule (10).

(12) Upon receipt of the inspection report, the Issuing Authority shall, if satisfied, make a recommendation to the Director-General to enhance the bank guarantee.

(13) Upon receipt of the recommendation in sub-rule (12), the Director-General shall enable enhancement.

9. Procedure for renewal of licence. — (1) An application for renewal shall be submitted in Form-VI electronically prior to the date of expiry of the current licence with fees payable as specified in Schedule I.

(2) No application for renewal of licence shall be submitted after the expiry of the licence.

(3) Upon receipt of the application under sub-rule (1), the Issuing Authority shall examine the application and satisfy himself of the compliance with these rules, within fifteen days from the date of submission of the application.

(4) The issuing authority shall forward the application electronically to the inspecting authority for the purpose of inspection in accordance with Schedule IV and such other criteria as may be specified by the Director-General.

(5) Upon conducting the inspection under sub-rule (4), the inspecting authority shall submit a report to the Issuing Authority within fifteen days from the date of receipt of the application from the Issuing Authority.

(6) Upon receipt of the inspection report, the Issuing Authority shall, if satisfied, renew the licence of the recruitment and placement service electronically in Form VI or reject the application, within fifteen days from the date of receipt of report under sub-rule (5):

Provided that in case of rejection of the application, the reasons for rejection of the application shall be intimated to the applicant:

Provided further that no order of rejection shall be made unless the recruitment and placement service has been given an opportunity of being heard.

(7) Where any person carries on the business of a recruitment and placement service without a valid licence, including during the period after expiry of the licence and before the grant or renewal thereof, such person shall be liable to punishment under sub-section (3) of section 281 of the Act.

10. Validity of licence. — (1) The licence issued or renewed under these rules shall be valid for a period not exceeding five years, subject to annual inspections.

(2) The licence issued under these rules shall not be transferable.

11. Suspension or withdrawal of licence. — (1) The jurisdictional Issuing Authority on receipt of a report by the inspecting authority, or a complaint by a seafarer concerned or otherwise, if he has a reason to believe that the activities of the licenced recruitment and placement service are in contravention of the provisions of the Act or these rules or against the interest of the seafarer, may issue a show cause notice in Form -VII to the licenced recruitment and placement service, requiring it to show cause within a period of thirty days from the date of issue of such notice, as to why the licence shall not be suspended or withdrawn.

(2) After issuance of a show cause notice under sub-rule (1) and prior to issuance of an order under sub-rule (3), the Issuing Authority may prevent a licenced recruitment and placement service to recruit or place any further seafarer, which shall be intimated to the Director-General.

(3) The jurisdictional Issuing Authority shall, within sixty days of receipt of the reply to the show-cause notice, issue an order including an order for suspension or withdrawal of the licence, which shall be intimated to the jurisdictional Principal Officer and the Director-General.

(4) Every order for withdrawal or suspension shall be a reasoned order in writing and be published in the official website by the Director-General:

Provided that no order for suspension or withdrawal shall be passed unless the recruitment and placement service has been given a reasonable opportunity of being heard.

(5) Where a licence is suspended or withdrawn under this rule, the recruitment and placement service and its top management shall be debarred for a period of five years from applying for or obtaining any licence or approval under the Act.

12. Voluntary surrender of licence. — (1) Any licenced recruitment and placement service desirous of surrendering the licence may apply electronically to the Issuing Authority.

(2) Where any application is received under sub-rule (1), the Issuing Authority shall cancel the licence, subject to the satisfaction of the following conditions, namely: —

- (a) no seafarers are engaged by the recruitment and placement service, on behalf of any ship owner;
- (b) there are no outstanding complaints concerning the activities of recruitment and placement services;
- (c) there are no outstanding complaints or grievances of a seafarer;
- (d) there are no outstanding dues in relation to seafarers' welfare fees, welfare fund contribution and fees for repatriation or replacement of seafarers, payable by the recruitment and placement service; and
- (e) there are no outstanding wages or any other compensation due to seafarers.
- (f) any other conditions specified by Director General.

(3) The Issuing Authority may invoke the bank guarantee if any of the conditions referred to in sub-rule (2) are not fulfilled.

13. Release or return of bank guarantee. — (1) Where any licence is cancelled under sub-rule (2) of rule 12 or where the licence issued has expired, the person to whom the licence was issued, may apply to the Issuing Authority for seeking release or return of the bank guarantee in Form-VIII.

(2) The Issuing Authority shall, subject to satisfaction of the conditions specified in sub-rule (2) of rule 12, release or return the bank guarantee—

- (a) after three years from the date of submission of the application in sub-rule (1), in case no complaint has been received from any seafarer; or
- (b) after the seafarer is repatriated or compensation is settled, in cases where any seafarer is either abandoned or held captive or detained or imprisoned or any pending claim for compensation arising therefrom.

Chapter IV

Inspection

14. Inspection. — (1) Every licenced recruitment and placement service shall submit an application for annual inspection electronically, within two months prior to or one month after the anniversary date of the issue of such licence.

Explanation. — For the purposes of this sub-rule, the expression “anniversary date” means the day and month of each year, which corresponds to the date of expiry of the licence of the recruitment and placement service.

(2) Upon receipt of the application under sub-rule (1), the Issuing Authority shall examine the application within fifteen days from the date of submission of the application.

(3) The Issuing Authority shall forward the application electronically to the inspecting authority for the purpose of verifying continued compliance with the Act and these rules, in accordance with Schedule IV and such other criteria as may be specified by the Director-General.

(4) Upon conducting the inspection under sub-rule (3), the inspecting authority shall submit a report to the Issuing Authority within fifteen days from the date of receipt of the application from the Issuing Authority.

(5) Upon receipt of the inspection report, the Issuing Authority shall electronically record the annual inspection.

(6) The Director-General shall conduct the third annual inspection from the date of issuance or renewal of the licence.

(7) The Director-General or Issuing Authority may, if deemed necessary, direct that a special inspection be conducted by the inspecting authority for any other purpose as may be specified by the Director-General or Issuing Authority.

15. Seeking assistance of police or law enforcement authorities.— (1) The Director-General or any authorised officer, may seek assistance of the police or other jurisdictional law enforcement authorities if circumstances so require, for facilitating inspections under these rules.

(2) Every recruitment and placement service shall extend all reasonable assistance and cooperation to the inspecting authority and shall not obstruct or hinder the lawful discharge of functions under these rules.

16. Recruitment and placement service without licence. — (1) Where the Director-General receives information indicating that any person, company, institution, agency or other organisation is conducting, or claiming to conduct, any recruitment or placement service without valid licence under these rules, the Director-General or an officer authorised by it may examine such information.

(2) Where, upon such examination, it appears to the Director-General that such person is operating without a valid licence in contravention of these rules, the Director-General may take the following actions, namely: –

- (a) issuance of directions to discontinue such activity;
- (b) dissemination of information for the notice of seafarers and other authorities;
- (c) reporting the matter to the appropriate law enforcement authority or agency; and
- (d) any other action as may be necessary in the public interest.

Chapter V

Duties of licenced recruitment and placement service

17. Change of top management. — (1) Any licenced recruitment and placement service desirous of making any change to its top management shall submit an application for approval electronically to the Issuing Authority.

(2) On receipt of an application under sub-rule (1), the Issuing Authority shall, subject to such conditions as may be specified by the Director-General, grant or reject the application.

(3) No order for rejection shall be issued under sub-rule (2) without giving the licenced recruitment and placement service a reasonable opportunity of being heard.

(4) No change to the top management shall be permissible except with the prior approval of the Issuing Authority granted under this rule.

18. Intimation of change in agreement or contract. — Where any change is made to the agreement or contract between the shipowner or employer and the licenced recruitment and placement service, the licenced recruitment and placement service shall, within thirty days of such change, intimate the Issuing Authority and submit a copy of the revised agreement or contract along with the requisite bank guarantee as specified in the Table under sub-rule (3) of rule 8, and the applicable fees as specified in Schedule I.

19. Intimation of change in place of business. — (1) The licenced recruitment and placement service shall, in the case of any change in place of its business, intimate the Issuing Authority electronically, along with fees as specified in Schedule I, giving details of such change, within seven days of the change.

(2) Subject to verification and the satisfaction of the Issuing Authority, the updated place of business shall be reflected in the licence issued under these rules.

20. Intimation for change of name of licenced recruitment and placement service. – (1) The licenced recruitment and placement service shall, in case of change in its name, intimate the Issuing Authority along with all supporting documents and fees as specified in Schedule I, within seven days of such change.

(2) Subject to verification and the satisfaction of the Issuing Authority, the updated name shall be reflected in the licence issued under these rules.

Chapter VI

Responsibilities of licenced recruitment and placement service

21. Responsibilities of a licenced recruitment and placement service. — Every licenced recruitment and placement service shall—

(a) 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;

(b) ensure that its management and staff, –

(i) are adequately trained, and have relevant knowledge of the maritime industry to the extent of the duties assigned to them in this context;

(ii) shall have at least one person in its top management who, for the purposes of these rules, has previously held or currently holds a valid management-level certificate under the International Convention on Standards of Training, Certification and Watch-keeping for Seafarers, 1978, as amended, which has not been cancelled or withdrawn, and which is issued or recognised or accepted by the Director-General:

Provided that where the licenced recruitment and placement service is engaged exclusively in recruitment and placement of seafarers for the cruise sector, relevant and verifiable industry experience at the management level may be accepted in lieu of a Certificate of Competency:

Provided further that, where the licenced recruitment and placement service is engaged exclusively in recruitment and placement for dredgers, fishing vessels, or any other class of vessels, an equivalent grade or certificate appropriate to such vessels shall be accepted for the purposes of this rule;

(iii) shall not be employed with more than one recruitment and placement service at any given time;

(iv) shall not be actively engaged in sea-going service while simultaneously serving in a management capacity in a recruitment and placement service;

(c) ensure that seafarers recruited or placed by it are informed of their rights and duties under their seafarer employment agreements, including the name and details of the ship owner, prior to or in the process of their engagement, and that proper arrangements are made for such seafarers to examine their seafarer employment agreements or contracts before and after they are signed on and also that they are provided with copies of the said agreements or contracts:

Provided that where any licenced recruitment and placement service does not disclose the name and details of the ship owner to the seafarer, while entering into the seafarer employment agreement or contract, such recruitment and placement service shall be deemed to be the ship owner for the purposes of offences and penalties under sections 281 and 282 of the Act;

(d) ensure that the seafarer employment agreement or contract shall, in all cases, contain the particulars mentioned in Form-IX and is electronically signed.

(e) verify that seafarers recruited or placed by them are qualified and hold the documents necessary for the jobs concerned; and that the seafarers' employment agreements or contracts are in accordance with the applicable flag State laws and regulations and any collective bargaining agreement that forms part of their employment agreements;

(f) ensure, as far as practicable, that the ship owner has the means to protect such seafarers from being stranded in a port; and in such an event, shall make adequate provisions for their repatriation along with the maintenance and required emergency medical assistance prior to repatriation and the transportation of the mortal remains of a seafarer in the event of death;

(g) ensure that the ship owner repatriates abandoned seafarers along with their maintenance and required medical assistance before such repatriation;

(h) examine promptly and adequately and respond to any complaint concerning its activities and inform the Director-General about any unresolved complaint;

(i) ensure that no means or mechanism or lists are used to prevent or deter seafarers from gaining an employment for which they are qualified;

(j) ensure that the ship owner bears the cost of visas, charges for pre-sign on and post-sign off medical examination, wherever required, seafarers' welfare fees, welfare fund contribution and fees for repatriation or replacement of seafarers:

Provided that the cost of obtaining a medical certificate, the continuous discharge certificate or identity document and a passport or other similar personal travel documents may be borne by the seafarers or any person on their behalf;

(k) ensure that any incident onboard the ship causing injury (excluding minor injuries), disappearance, death, loss overboard or homicide of an Indian seafarer, be reported in Form-X electronically to the Issuing Authority, or any other person authorised by the Director-General at the earliest not exceeding twenty-four hours of receipt of such information;

(l) ensure that information about available claims which can be made to the Seafarers Welfare Fund Society and the Seafarer's Provident Fund Organisation, as the case may be, in the event of death or disappearance or abandonment of a seafarer, is provided to the family of the seafarer;

(m) 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;

(n) maintain, with due regard to the right to privacy and need to protect confidentiality in accordance with applicable law, full and complete records of the seafarers covered by their recruitment and placement system, which shall include but not be limited to—

- (i) the seafarers' qualifications;
- (ii) record of employment;
- (iii) personal data relevant to employment and related to next-of-kin; and
- (iv) medical data relevant to employment;

(o) maintain up-to-date lists of the ships, for which the licenced recruitment and placement services provide seafarers and ensure that there are reasonable means by which the ships can be contacted in an emergency, at all hours;

(p) ensure that seafarers are not subject to exploitation by their personnel with regard to offer of engagement on particular ships or by particular companies;

(q) 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 licenced recruitment and placement service;

(r) clearly publicise cost, if any, which seafarer is expected to bear in the recruitment process;

(s) 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;

(t) ensure that the procedures followed while dealing with cases of incompetence or indiscipline are consistent with the principles of natural justice, the applicable law and practice and, wherever applicable, with collective bargaining agreements;

(u) 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;

(v) where a certificate or document issued is found to be not authentic, the licenced recruitment and placement service shall report the case, and such fraudulently obtained certificates to be reported to Director-General;

(w) ensure that in circumstances where seafarers are kidnapped, abandoned, or subjected to comparable distress situations, all requests for information, assistance, or advice from seafarers or their families are addressed promptly, sympathetically, and free of cost;

(x) verify that the labour conditions including accommodation on ships where seafarers are placed are in conformity with applicable laws and collective bargaining agreements;

(y) ensure that the ship owner maintains adequate financial security to ensure the payment of compensation in the event of—

- (i) the death of a seafarer arising from any cause while such seafarer is serving under a Seafarers' Employment Agreement; or
- (ii) in the event of long-term disability due to an occupational injury, illness, or hazard, as provided for under the Seafarers' Employment Agreement or the applicable collective bargaining agreement, as the case may be.

(z) ensure that the ship owner receives, deals with and impartially settles contractual claims relating to compensation referred to in clause (y) through fair procedures expeditiously and not later than the timelines specified below:

- (i) the compensation for death under sub-clause (i) of clause (y) shall be paid within three months from the date of the incident;
- (ii) the compensation for long-term disability under sub-clause (ii) of clause (y) shall be paid, as far as practicable, within twelve months from the date of the incident;

(za) ensure that a copy of the licence granted under these rules is prominently displayed at the premises of the licenced recruitment and placement service at a place accessible to public;

(zb) 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;

(zc) ensure that where the seafarer is abandoned, it shall be reported electronically to the Issuing Authority, or any other person authorised by the Director-General, within twenty-four hours of receipt of such information;

(zd) ensure that measures are in place to prevent and address violence and harassment, including sexual harassment, bullying and sexual assault, in recruitment and placement processes in compliance with the Maritime Labour Convention;

(ze) ensure that the Indian ship owner pays the seafarers welfare fees and welfare fund contribution for every seafarer engaged by the licenced recruitment and placement service on such Indian ship in accordance with the Merchant Shipping (Seafarers Welfare Board and Levy of Fees) Rules, 2026;

(zf) ensure that the shipowner complies with the ship owners' obligations relating to repatriation as specified in the Merchant Shipping (Maritime Labour) Rules, 2026;

(zg) ensure that Indian seafarers on board a ship other than an Indian ship, who have been abandoned in any port or place outside coastal waters and are entitled to be repatriated, are repatriated in accordance with rule 22, by coordinating with the shipowner and authorities, as the case may be;

(zh) ensure that all the structured shipboard training programmes are planned and monitored to meet the applicable standards of competence as specified by the International Convention on Standards of Training, Certification and Watch-keeping for Seafarers, 1978, as amended, and the applicable rules made under the Act and encourage seafarers to achieve the higher levels of competence;

(zi) ensure that where a seafarer is held captive on or off the ship as a result of acts of piracy or armed robbery against ships or is detained or imprisoned, wages and other entitlements, including repatriation, under the seafarers' employment agreement, relevant collective bargaining agreement or these rules, as applicable, including the remittance of any allotments, shall continue to be paid during the entire period of captivity and until the seafarer is released and duly repatriated or, where the seafarer dies while in captivity, until the date of death;

Explanation.— For the purposes of this rule, the expression “armed robbery against ships” means any illegal act of violence or detention or any act of depredation, or threat thereof, other than an act of piracy, committed for private ends and directed against a ship or against persons or property onboard such a ship, within a country's internal waters, archipelagic waters and territorial waters, or any act of inciting or of intentionally facilitating such acts.

(zj) ensure that a seafarer with whom an employment agreement is entered, is put on board the same ship, if the seafarer is ready and willing to do so and reports to the ship as directed.

Chapter VII

Repatriation of Seafarers and Welfare Fund Contributions

22. Repatriation of abandoned seafarers. — (1) If a ship owner of a ship other than an Indian ship fails to make arrangements for or to meet the cost of repatriation of abandoned seafarers in any port or place outside coastal waters who are entitled to be repatriated, then—

- (a) the financial security provider shall arrange for the repatriation of the seafarer concerned;
- (b) the competent authority of the Member whose flag the ship flies shall arrange for repatriation of the seafarers concerned; and if it fails to do so, the country from which the seafarers are to be repatriated or the State of which they are a national may arrange for their repatriation and recover the cost from the Member whose flag the ship flies;
- (c) costs incurred in repatriating seafarers shall be recoverable from the ship owner by the Member whose flag the ship flies;

(d) the expenses of repatriation shall in no case be a charge upon the seafarers, except as provided for in sub-rule (2).

(2) The ship owner shall not make any provision requiring that seafarers make an advance payment towards the cost of repatriation at the beginning of their employment, and also from recovering the cost of repatriation from the wages of seafarers or other entitlements except where the seafarer has been found, as per the applicable collective bargaining agreements, to be in serious default of the seafarer's employment obligations.

23. Fees for repatriation or replacement of seafarers. — (1) There shall be levied and collected, in respect of engagement of every seafarer, a fee for repatriation or replacement of seafarers at the rate of fifty rupees or such other rate as the Central Government may, by notification, specify from time to time, for the purpose of repatriation of seafarers.

(2) In respect of all ships other than Indian ships, fees referred to in sub-rule (1) shall be payable by the licenced recruitment and placement service, where the seafarer is engaged by the ship owner for the ship owned by them.

(3) The fees mentioned in the sub-rule (1) shall be subject to revision by the Director-General.

(4) The revision referred to in sub-rule (3) may be carried out once in every three years:

Provided that the amount so revised shall not exceed twenty-five per-cent of the contribution referred to in sub-rule (1).

(5) The fee shall be paid by electronic transfer to the Government account.

(6) Any expenses incurred for the repatriation or replacement of seafarers from the fees collected under sub-rule (1), shall be recoverable from the concerned ship owner or licenced recruitment and placement service by the Central Government in accordance with sub-section (4) of section 67, section 91 and section 92 of the Act.

Provided that the amount so recoverable shall be arrived after deducting the fees for repatriation or replacement of seafarers already paid by such ship owner or licenced recruitment and placement service under sub-rule (1) on the date of commencement of proceedings for recovery under the Act.

(7) The amount of fee for repatriation or replacement of seafarers collected under sub-rule (1) and expenses recovered under sub-rule (6) shall be credited to the Consolidated Fund of India.

(8) The Central Government shall determine, annually, the cost of collection of the fees and expenses specified in sub-rule (6), and after deduction of such cost from the gross collections, the net proceeds shall be remitted to the Seafarers Welfare Fund Society.

(9) The fees for repatriation or replacement of seafarers levied under sub-rule (1) and expenses recovered under sub-rule (6) and remitted to the Seafarers Welfare Fund Society shall be utilised, subject to the prior approval of the Director-General, solely for the purpose of repatriation or replacement of abandoned seafarers, in accordance with the Act and rules made thereunder.

(10) The Seafarers Welfare Fund Society shall account for all such receipts in its books and maintain separate records for amounts received under this rule.

24. Welfare fund contributions for ships other than Indian ships. — (1) Welfare Fund Contribution shall be payable to the Seafarers Welfare Fund Society in respect of all ships other than Indian ships, for all seafarers, other than trainees, engaged on such ship.

(2) The contributions in sub-rule (1) shall be made by the licenced recruitment and placement service.

(3) Such contribution shall be payable at the rate of six hundred rupees per seafarer per month, or such other rate as the Central Government may, by notification, specify from time to time.

(4) The contributions referred to in sub-rule (1) shall be remitted to the Seafarers Welfare Fund Society on a quarterly basis, by electronic transfer, within fifteen days of the last day of the preceding quarter.

(5) The welfare fund contribution amount mentioned in the sub-rule (3) shall be subject to revision by the Director-General.

(6) The revision referred to in sub-rule (5) may be carried out once in every three years:

Provided that the amount so revised shall not exceed twenty-five per cent of the contribution referred to in sub-rule (3).

(7) Seafarers Welfare Fund Society shall issue a receipt for every payment received in Form-XI.

Chapter VIII**Miscellaneous**

25. Fees. —The fees to be levied under these rules shall be as specified in Schedule I, or such other fees as the Central Government may, by notification, specify.

26. Penalties. — Any contravention of these rules or failure to comply with any requirement thereof shall be liable to penalties as specified in the Act.

27. Appeal. — (1) Any person aggrieved by any order made under these rules by the Issuing Authority, may, within a period of sixty days of the receipt of such order, prefer an appeal to the Principal Officer.

(2) The Principal Officer, shall, after providing an opportunity to be heard, may pass an order within thirty days of the appeal.

(3) Every appeal made under this rule shall be accompanied by a copy of the order appealed against.

Schedule I

(See rules 7 (1), 9 (1), 18, 21 and 25)

Fees

Sr. no.	Particulars	Amount in Indian rupees
1.	Application for fresh licence	300,000 (payable to Director-General in addition to the inspecting authority fees)
2.	Application for renewal: a) Where the application for renewal is submitted within three to six months prior to the date of expiry of the current licence. b) Where the application for renewal is submitted any time after three months prior to the date of expiry of the current licence until the expiry of the current licence.	a) 100,000 (payable to Director-General in addition to the inspecting authority fees) b) 150,000 (payable to Director-General in addition to the inspecting authority fees)
3.	Initial Inspection	40,000 (payable to Director-General in addition to the inspecting authority fees)
4.	Annual Inspection	40,000 (payable to Director-General in addition to the inspecting authority fees)
5.	Renewal Inspection	40,000 (payable to Director-General in addition to the inspecting authority fees)
6.	Application for change of place of business	100,000 (payable to Director-General in addition to the inspecting authority fees)
7.	Application for change of Name of Recruitment and Placement Service.	100,000

Schedule II

[See rule 2 (1) (h)]

Jurisdiction of state-wise Issuing Authority

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

Schedule III

[See rule 7 (6)]

Content of presentation before the Maritime Labour Compliance Board

A. The 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, Merchant Shipping (Recruitment and Placement of Seafarers) Rules, 2026 and Maritime Labour Convention, 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
- (d) Disclosure of any criminal proceeding against the company or its directors.

6. Seafarer Welfare and Risk Mitigation

- (a) Health cover, emergency, repatriation procedures
- (b) Counselling, helplines, orientation support

7. CSR and Industry Contribution (Optional)

(a) Initiatives for education, awareness, or maritime welfare

B. The presentation shall be submitted in .ppt or .pptx format to the designated Director-General Crew branch email at least 3 working days before the scheduled meeting.

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

Schedule IV

[See rules 7(3), 4(9), 13(3)]

Inspection checklist

ChecklistforInspectionofRecruitmentandPlacementServices (New/Annual/Renewal/Special Inspection)

1. Recruitmentandplacementservicecontactdetails.

Nameofrecruitmentandplacement service with CIN (if applicable)	
RPSLicence Number	
Date of Issue (DOI)	
Date of Expiry (DOE)	
Numberofseafarersemployed (presently onboard)	
(1) RegisteredOffice Address (withPAN/TANoftheRPS) (2) Addressof Principal place of business(operatingoffice)ifnot same asRegistered Office) (3) Addressofbranchoffices,ifany	
Contactdetailsofeachoffice Telephone(Landline): Fax(ifany) E-mail(withofficialemaildomain): Website: (the website of the company/principalshallalsobe accepted)	
DateofInspection	
Location(s)ofInspection	

Details of Top management , with DIN, where applicable (as declared by the RPS in the Form III)	
Details of authorised signatories with DIN, where applicable	
Declaration if any person of the Top management of RPS: Currently holds a stake in any other RPS/ Maritime Training Institute / Maritime related company; Currently holds a top management position in any other RPS / Maritime Training Institute / Maritime related company, for information	Details, if any, of any person in Top management currently a stake or top management position in any other RPS or Maritime Training Institute. <i>(for record purposes only)</i>
Does the RPS has 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 RPS Profile contact details
Designation of contact person	

2. Detailsoftheinspectionteam.

	Name	Signature
InspectionTeamLeader		
InspectionTeamVerifier		

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

3. OperationalStandard

3.1	Is the address given in the licence or application for a licence the same as the current registered address or the principal place of business?	Y	N	NA
Comments:				
3.2	Is a copy of the RPS licence 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 inspection only				
3.3	Are adequate resources and office infrastructure available for the RPS to provide its services? Note: Verify (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 engagement of the RPS:	Y	N	NA

	(i) Washroom facilities (ii) Waiting area for seafarers (iii) Working space for RPS employees (c) Space for storage of records unless maintained only in digital format) (d) Backup power supply, where required: (i) is commercial activity permitted in the premises as per the local/municipal laws? (ii) Communication and IT infrastructure as applicable Note: Minimum carpet area (or commensurate built-up area) for RPS Activities to be as follows: <table><tr><th>NO OF SEAFARER PERSON BOARD</th><th>MIN. CARPET AREA IN SQFT</th></tr><tr><td>(i) Upto 50</td><td>150</td></tr><tr><td>(ii) 51 to 250</td><td>200</td></tr><tr><td>(iii) 251 to 500</td><td>400</td></tr><tr><td>(iv) 501 to 750</td><td>500</td></tr><tr><td>(v) 751 to 1000</td><td>1000</td></tr><tr><td>(vi) above 1000</td><td>2000</td></tr></table> Note: The carpet area is applicable for new RPS licence applications or any change in address or any enhancement of the Bank guarantee.	NO OF SEAFARER PERSON BOARD	MIN. CARPET AREA IN SQFT	(i) Upto 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			
NO OF SEAFARER PERSON BOARD	MIN. CARPET AREA IN SQFT																	
(i) Upto 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:																		
3.4	Does the RPS maintain an up-to-date record of all seafarers recruited or placed through it? Note: 1. Database would include but not be limited to name, address, age, skill, experience, address of next of kin, etc. 2. 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.	Y	N	NA														
Comments:																		
3.5	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? Responsibility, authority, and inter-relation of all the personnel working with RPS	Y	N	NA														

	who manage, perform, and verify the work are defined.			
	Note 1:			
	Verify the statement of qualification and experience of the management personnel in Form III of Merchant Shipping (Recruitment and Placement of Seafarers) Rules 2026.			
	Note 2:			
	4. The licenced recruitment and placement service shall have at least one person in its top management who, for the purposes of these rules, has previously held or currently holds a valid management-level STCW Certificate, which has not been cancelled or withdrawn, and which is issued or recognised or accepted by the Director-General. 5. Provided that, where the licenced recruitment and placement service is engaged exclusively in recruitment and placement of seafarers for the cruise sector, relevant and verifiable industry experience at the management level may be accepted in lieu of a Certificate of Competency. 6. Provided further that, where the licenced recruitment and placement service is engaged exclusively in recruitment and placement for dredgers, fishing vessels, or any other class of vessels, an equivalent grade or certificate appropriate to such vessels shall be accepted for the purposes of this rule.			
Comments:				
3.6	Does the 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
3.7	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:				
3.8	Does the 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?	Y	N	NA
3.9	Does the RPS verify the authenticity of the certificates/			

	documents issued to these seafarers? Documentary evidence to be maintained/provided.			
	Note:			
	<i>Where a certificate/document issued by the Indian administration is found to be not authentic, the RPS shall report the case, and such fraudulently obtained certificates to be reported to Director-General.</i>			
	Note:			
	<i>Issuance of an MLC certificate is proof of seafarers service conditions complying with flag State requirements.</i>			
Comments:				
3.10	Does the RPS provider ensure that the shipowner has the means to protect such seafarers from being stranded/abandoned/detained or arrested in a port, provisions for the repatriation of a stranded/abandoned seafarer/ or seafarer who is detained or arrested 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:			
	<i>1. The RPS shall also furnish a bank guarantee to cover the cost of repatriation of abandoned seafarer or stranded seafarer or a seafarer who is detained or arrested 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> <i>2. RPS to check the authenticity of the insurance certificate before uploading on the ship profile / documents along with the proof of verification on DGS e-governance module.</i> <i>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.</i>			
Comments:				
3.11	Review of abandonment cases, if any. (a) Any unattended case for more than 2 weeks? (b) Any case of unpaid wages for more than 2 months? (c) Any case of seafarers not repatriated for more than 2 months after abandonment without a valid reason?			
Comments:				
3.12	Is the Bank Guarantee valid and commensurate with the number of jobs?	Y	N	NA
	Note: <i>check the validity period of the Bank Guarantee and should be obtained from scheduled banks only. The number of seafarers on board at a given time should be commensurate to the BG.</i>			
Comments:				

3.13	Does the RPS 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?	Y	N	N A
	1. Total no of complaints received since last inspection? 2. Were the complaints resolved as per the directives of the administration and the company's policy? 3. List of unresolved complaints with reasons. Note: <i>Complaints not resolved for more than 3 months are not tenable/acceptable.</i>			
Comments				
3.14	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	N A
	Verify Bank Guarantee provided by the RPS and the certificates of Financial Security issued by P&I club towards 2.5 and 4.2 of MLC. Note – <i>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.</i>			
Comments:				
3.15	Is there a procedure or policy to ensure that no means, mechanism, or lists are used to prevent or deter seafarers from gaining employment for which they are competent and qualified?	Y	N	N A
	Note:			
	<i>The recruitment should be carried out without any discriminatory policy or bias based on race, colour, gender, 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>			
Comments:				
3.16	Does the RPS 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, seafarer's book, and passport or other similar travel documents?	Y	N	N A
	Note: 1. <i>The cost of visas, charges for pre-sign on and post-sign off medical examination, wherever required, seafarers' welfare fees, welfare fund contribution and fees for repatriation or replacement of seafarers are to be borne by ship owner.</i> 2. <i>The documented policy shall be displayed on the notice board in the office of RPS and on RPS</i>			

	<i>website where available.</i>			
Comments:				
3.17	Does the RPS have a documented policy stating that any incident 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?	Y	N	N A
	Note: <i>Not later than 24 hours of receipt of such information. However, Next of Kin is also to be informed immediately. Please also see 3.31</i>			
Comments:				
3.18	Does the RPS 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?	Y	N	N A
Comments				
3.19	Does the RPS 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	N A
	Note:			
	<i>Data include but are not limited to-</i> <i>(a) these seafarers' qualification;</i> <i>(b) record of employment;</i> <i>(c) personal data relevant to employment & related to next-of-kin (NoK);</i> <i>(d) medical data relevant to employment.</i>			
	<i>RPS may store such data in hard copies or digital format (or a combination of both). The electronic data must have provision to protect against cyber security threats.</i>			
Comments:				
3.20	Does the RPS 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	N A
	Note: <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>			
Comments:				
3.21	Does the RPS have a documented policy/procedure in place stating 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?	Y	N	N A
Comments:				

3.22	Does the RPS have a documented policy/procedure in place to prevent the opportunities for exploitation of seafarers arising from the issue of joining advance or any other financial transaction between shipowner and seafarer handled by RPS?	Y	N	N A
Comments:				
3.23	Does the RPS clearly publicise the cost, if any, expected to bear in the recruitment process? that the seafarer is	Y	N	N A
	The documented policy on cost shall be displayed on the RPS website, where available, and on the notice board in the office.			
Comments:				
3.25	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 shipowner's policies relating to their employment?	Y	N	N A
	Note: <i>This should be carried out before the seafarers join the ship. Seafarers should be briefed by a senior officer of RPS (preferably by any person in top management) about the Ship Owners/ DOC Managers and Trading Pattern of the ship and records maintained.</i>			
Comments:				
3.26	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	N A
Comments:				
3.27	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	N A
Comments:				
3.28	Does the RPS have a documented policy /procedure in place to ensure that requests for information or advice by families of seafarers are dealt with promptly and sympathetically and at no cost to the seafarer?	Y	N	N A
Comments:				
3.29	Does the RPS have a documented policy/procedure in place to	Y	N	N

	verify that the labour conditions on ships where seafarers are placed conform with applicable CBA concluded between the ship owner and representative seafarer's organisation?			A
	Note: <i>Verify the DMLC Part I, DMLC Part II, and MLC certificates for at least 10% of the total ships in the profile, with a minimum of 10 ships if the total number exceeds 10.</i>			
Comments:				
3.30	Does the RPS ensure that the terms and conditions of employment of seafarers comply with applicable laws or regulations or CBA? Notes: <i>(i) RPS to ensure that the rights of these seafarers are duly protected and that they enter into valid seafarer's employment contract.</i> <i>(ii) Agreement between RPS and the employer or the ship owner to be sighted and should be valid.</i> <i>(iii) Has the RPS submitted (uploaded) the copy of the applicable SEA/CBA to the Administration?</i>	Y	N	N A
Comments:				
3.31	Does the RPS have a documented policy to ensure that the ship owner without undue delay pays death compensation or disability compensation?	Y	N	N A
	1. Check if the process of compensation settlement has been initiated by the RPS/ship owner in cases of death and disability. 2. Check if the compensation is unsettled for more than 3 months or 12 months, as the case may be, without valid reasons. (For Ex: indispute or sub-judice)			
Comments:				
3.32	Does the RPS mention the number, date of issue, and the validity of the licence in all their advertisements published, and the licence number is mentioned in all its communications?	Y	N	N A
Comments:				
3.33	Does the RPS have a procedure to notify the Director of the annual and renewal inspections of the RPS licence as per the specified requirement?	Y	N	N A
Comments:				
3.34	Is the RPS in compliance with the online reporting requirements prescribed under DGSC Circular 2 of 2024 and 25 of 2024 issued by the Directorate General of Maritime Administration?	Y	N	N A
Comments:				
3.35	Has the RPS sent Form X to Issuing Authority or any other person authorised by the Director-General in online mode or paper form of any incident on-board causing injury (excluding minor injuries) or death/disappearance, loss overboard, or homicide by or of an Indian national within	Y	N	N A

	24 hours of receiving such information?			
	Note: <i>Failure to furnish the report within a specified period may lead to suspension or withdrawal of the registration granted, or licence issued.</i>			
Comments:				
3.36	Has the RPS made a welfare fund contribution towards Seafarers Welfare Fund Society, Mumbai on a quarterly basis?	Y	N	N A
	Note:			
	<i>Check records of contribution for every seafarer excluding trainees, engaged onboard foreign flag ships. Rupees Six hundred (INR 600) per seafarer per month based on the actual period of the employment of the seafarer. The contributions shall be remitted on a quarterly basis within fifteen days from the last date of the previous quarter to the Seafarers Welfare Fund Society, by electronic transfer, or as per the applicable regulations issued from time to time.</i>			
Comments:				
3.37	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?	Y	N	N A
	Note:			
	<i>Check records of contribution for every seafarer excluding trainees, engaged onboard Indian flag ships. Rupees five hundred (INR 500) per seafarer per month based on the actual period of the employment of seafarer for Foreign-going ships and two hundred fifty (INR 250) per seafarer per month based on the actual period of the employment of seafarer for Coastal vessels. The contribution shall be paid by the fifteenth of the month following the end of every quarter.</i>			
Comments:				
3.38	Does the RPS ensure that, in respect of engagement of every seafarer, a fee for repatriation or replacement of seafarers at the rate of fifty rupees or such other rate as the Central Government may, by notification, specify from time to time, for the purpose of repatriation of seafarers?	Y	N	N A
	Note:			
	<i>Check records of contribution for every seafarer including trainees, engaged onboard all ships Rupees Fifty (INR 50) per seafarer. The contributions shall be remitted to the Government account, by electronic transfer, or as per the applicable regulations issued from time to time.</i>			
Comments:				
3.39	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.)	Y	N	NA
	Note:			

	<i>verify records with DGS website Form I entries.</i> <i>(The DGS website Form I is different from the Form I appended to these rules)</i>			
Comments:				
3.40	Is there a grievance redressal mechanism available to enable complaints to be made by seafarers against the RPS or against the ship owner? (Check the record of grievance or complaints). 1. Is the grievance/complaint unattended for more than 2 weeks? 2. Is the grievance/complaint unresolved for more than 2 months without a valid reason?	Y	N	NA
Comments:				
3.41	Is there a record maintained related to charges for travel documents, medical examinations, etc. collected from seafarers?	Y	N	NA
Comments:				
3.42	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, Phone or Mobile No. and Address of Next-of-Kin</i>	Y	N	NA
Comments:				
3.43	Copy of employment contract of all seafarers available for last five (5) years. Note: <i>The RPS 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:				

3.44	Agreement /MOUs/Contracts between RPS and the employer or the ship owner sighted? Note: <i>1. The Agreements should be valid.</i> <i>2. Detail 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:				
3.45	Are the following records, as applicable, related to recruitment maintained for a minimum retention period of 5 years: Copies of all advertisements issued, interview call letters, correspondence with applicants, copies of appointment letters etc. as applicable.	Y	N	NA
Comments:				
3.46	Are records of claims and compensations made related to injury or death of seafarers maintained? a. Is there any case of injury/death unattended for more than 2 weeks? b. Is there a case of compensation pending for more than 3 months or 12 months, as the case may be, from the time of the accident without valid reasons? (In dispute or sub-judice) Note: <i>Record of claims for compensation for injury or details of the death of seafarers along with the detail 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>	Y	N	NA
Comments:				
3.47	Does the RPS ensure that all ships on which seafarers are recruited and placed are covered by the P & I insurance? In addition, the copies of the certificates of Financial Security under clauses 2.5 and 4.2 of MLC are available with the RPS agent. Note - <i>The inspector should check and verify the authenticity of the insurance certificates for the 10 ships employing the highest number of seafarers, as</i>	Y	N	NA

	<i>listed by the RPS. If the total number of ships is less than 10, the documents for all ships must be verified.</i>			
Comments:				
3.48	Are there any complaints pending in respect of seafarers recruited? Note: <i>Complaints made by a seafarer 36 months after his/her sign-off from the ship in question need not be entertained except in cases of jailed / detention / arrest / capture / abandonment, etc.</i>	Y	N	NA
Comments:				
3.49	Is there any criminal or civil case registered/pending in any court in relation to the provisions of the Merchant Shipping (Recruitment and Placement of Seafarers Rules) 2026 against the RPS? Note: <i>1. Any such case to be declared by the RPS at the time of the commencement of the inspection.</i> <i>2. RPS licence should not be recommended to such new RPS.</i>	Y	N	NA
Comments:				

3.50	Record of medical data (of seafarers) relevant to employment maintained	Y	N	NA
Comments:				
3.51	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 V 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:				
3.52	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 79 of MS Act 2025.	Y	N	NA
3.53	Verify the records such as. 1. Details of any seafarers engaged over and above the Life-Saving Appliances (LSA) capacity of the ship. 2. Number of applications submitted for correction of Sign-On/Sign-Off records during the last one year. 3. Number of ships 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 / 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 relevant to the RPS activities. 8. Whether any of the persons in the top management own or is 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 RPS 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:				

3.54	AdditionalRemarks,if any in accordance with applicable RPS Rules / DGS Executive orders / circulars:	Y	N	NA
Comments:				

Name:

Seal/signature:

Schedule V
[See rule 8(10)]
Inspection checklist

ChecklistforInspectionfor Enhancement of Bank Guarantee

Sr No	Verification points	Comments by Issuing Authority
1	1.1 Total number of Grievances received hard copies / Email / Online portal/PMOPG /CPGRAM /Helpdesk / social media.... 1.2 Number of Grievances resolved 1.3 Number of Grievances pending..... 1.4The complete status of all Grievances is to be submitted to the DGS Crew branch.	
2	Any complaint filed by seafarers online / offline against the licenced RPS, if yes, the status of all complaints resolved / closed.	
3	The total number of seafarers engaged within last one year from the date of receipt of the Enhancement of Bank Guarantee. The random verification of their status whether these seafarers are on board the ships for which contract opened or have been transferred to different ships or any other status of the seafarers.	
4	The verification of all their ships and MLC Certificate and financial security certificates to be verified for their genuineness. If anyone certificate is not valid or not genuine, necessary action may be initiated against the company as per application provisions of the Merchant Shipping Act 2025 and applicable merchant shipping rules.	
5	The verification of all ships LSA Capacity and their engagement by the licenced RPS.	

Sr No	Verification points	Comments by Issuing Authority
6	The verification of all ships (IMO Number) registered with the licenced RPS with IMO / ILO database for their abandonment. In case, if any ship found to be listed on IMO/ IMO database, necessary action will be initiated against the company as per Merchant Shipping Notice 11 of 2024.	
7	The verification of any seafarers abandoned /stranded/jailed to be ascertained and action taken report from the company to be obtained. Bank Guarantee shall not be enhanced if any of their seafarers are abandoned /imprisoned/arrested and no support from the licenced RPS is provided.	
8	Verification of all death / missing cases on board and whether the procedures for reporting and appropriate action for reporting the incident to DG Comm Center been complied or not. Any outstanding compensation due for any death / missing cases on board any of their ship. The complete list of all death/missing and their compensation to be submitted.	
9	Any other verification based on DGS Circulars / MS Notices and DGS Orders, if any	
10	Verification that there are no pending sign-off entries to be updated beyond permission time.	

FORM I

[See rule 7(1)]

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	Name, designation, address of the top management holding Certificate of Competency under these rules.	
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 year's 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 seafarer's 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 Issuing Authority.

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-V.
- (vii) List of authorised signatories, with specimen signatures and contact details with e-mail address.
- (viii) Filled in Form-II, III and IV.

FORM II

[See rule 7(1)(i)]

DECLARATION

I/We, person/company/institution/agency or other organisation ofhereby 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 along with 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 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.
9. 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.).
10. I/We shall ensure that all ships on which seafarers are recruited and placed are covered adequately by the Protection and Indemnity insurance.
11. I/We shall ensure that all seafarers recruited and placed with the ship owners are adequately covered by insurance coverage.
12. I/We ensure that all the personnel in our office are adequately trained and have relevant knowledge of the maritime industry.
13. I/We declare that I/we are not convicted under any law and that no criminal proceedings are pending.
14. I/We declared that I/we have valid contracts with all ship owners/agents for whom we recruit seafarers.
15. 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.
16. I/we shall abide by the provisions of the Merchant Shipping (Recruitment and Placement Service) Rules as amended from time to time.
17. 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.

Signature of

person/company/institution/agency or another organisation

Name, designation and seal

Date,

FORM III

[See rule 7(1)(i)]

DECLARATION OF QUALIFICATION AND EXPERIENCE OF TOP 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)

UNDERTAKING

I/We, person/company/institution/agency or other organisation, hereby declare that this Form contains the accurate and true details of the Top Management as defined in clause (u) of sub-rule (1) of rule 2, of Merchant Shipping (Recruitment and Placement of Seafarers) Rules, 2026 and no person in the Top Management has been excluded from this declaration.

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

Date:

FORM IV

[See rule 7(1)(ii)]

AGREEMENT BETWEEN RECRUITMENT AND PLACEMENT SERVICE 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 V

[See rule 7(8)]

RECRUITMENT AND PLACEMENT SERVICE LICENCE

7. Name of the recruitment and placement service provider-----

8. Address of the registered office.....

9. Address of branch.....

10. Address of Principal place of Business -----

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

12. 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, as amended.

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:

Director,

Signature of the

Shipping Office

Stamp and Seal

FORM VI
[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 Issuing Authority.

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 VII

[See rule 11(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 Issuing Authority 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)

3. Now, therefore, the Issuing Authority under sub-rule (1) of rule 11 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

[Mumbai/Chennai/Kolkata]

FORM VIII

[See rule 13(1)]

RELEASE/RETURN OF BANK GUARANTEE

Date: _____

To,

The Director

Sub: Request for Release/Return 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 licenced RPS and will be responsible for any further claim with regard to wages, death and death / disability compensation / other liabilities of seafarer recruited by the licenced RPS. The name, address and contact details, PAN of the Authorised Signatory / Directors to be mentioned in the Undertaking.
- (ii) Details of Authorised Signatory / Directors for communication in future.
- (iii) 'No Objection Certificate' from Seafarer's Provident Fund Organisation, 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 ships and their repatriation to India.

Thanking you.

Yours faithfully,

(Authorised Signatory (name with seal))

Contact details and Email ID

Form IX*[See rule 21(d)]***SEAFARER'S EMPLOYMENT AGREEMENT**

This agreement is made between master/ ship owner(s)/ licenced recruitment and placement service or their representative on their behalf and a seafarer as detailed below in accordance with collective bargaining agreement-sector wise, indicated below and the Merchant Shipping Act 2025 & regulation 2.1 of Maritime Labour Convention 2006 and as per contractual clauses/terms and conditions stated overleaf:

(*Delete/add as applicable)

1. Applicable recognised collective bargaining agreement: 1.1 NMB (India), 1.2 INSA-MUI, 1.3 ICCSA/NUSI, 1.4 ICCSA/MUI, 1.5 Others Note: i) Tick applicable CBA ii) specify CBA details for 'Others' iii) Also refer clause	
2. Details of ship owner/employer	4. Details of seafarers
2.1 Name	4.1 Name
2.2 Full postal address & e-mail:	4.2 Nationality / INDoS No.:
	4.3 Date-of-birth and place of birth (Town and Country):
	4.4 Full postal address & e-mail:
2.3 Telephone / Fax no.:	
2.4 Contact person:	
3. Details of master/ship owner/ licenced recruitment and placement service or their representative on their behalf (wherever applicable):	4.5 Telephone / Fax no.:
3.1 Name:	4.6 CDC No. / Place of issue:
3.2 RPS Licence No.:	
3.3 Valid till:	

3.4 Postal address & e-mail:	4.7 CDC date of issue / expiry:
	4.8 Passport No. / Place of issue:
	4.9 Passport date of issue / expiry:
	5. Details of next-of-kin:
3.5 Telephone / Fax no.:	5.1 Name / Relationship:
3.6 Contact person:	5.2 Postal address & e-mail:
6. Details of ship:	
6.1 Name:	
6.2 Port of registry / trade:	
6.3 Official / IMO No.:	5.3 Telephone / Fax No.:
6.4 G.T. / Power (Kw / BHP):	7. Details of certificates:
6.5 No. of crew including master:	7.1 CoC grade / No.:
8. Details of employment:	7.2 Place of issue:
8.1 Engagement period: Months:	
8.2 Amount of monthly wages on board:	7.3 Date of issue / expiry:
8.3 Rate of monthly PF / gratuity:	7.4 Limitations (if any):
8.4 Paid annual leave/month (Minimum of 2.5 days): Days	
8.5 Hours of rest (minimum of 77 hours per week):Hours	

9. Amount of monthly allotment:	
10. Means of payment of wages: 10.1 Method of payment: 10.2 Weekly/Monthly intervals (<i>tick as applicable</i>): 10.3 [<i>insert number</i>] day of each week/month (<i>tick as applicable</i>)	
11. Capacity / Rank employed:	12. Details of special ship type endorsement (if applicable):
13. Reason(s) for signing off:	12.1 Type of endorsement: 12.2 Level / Certificate no.: 12.3 Place of issue:
14. Paid off on datePlace.....	16. Notice of termination of employment (<i>see clause 6</i>): employment commencement date: employment end date: Note: The employment shall continue for the period as mentioned above unless it is terminated for justified reasons in advance of this point or the ship is at sea at that time in which event it will continue until its arrival in port at which point it will terminate.
15. Repatriation Details (<i>see clause 8</i>): 5.1 On medical grounds 5.2 Others (See clause 8)	
17. Health and social security benefits (<i>see clause 7</i>):	
18. PF contribution (SPFO) due	19. Gratuity (SWFS) due
20. Details of medical certificate: 20.1 Issue Authority: 20.2 Approval No: 20.3 Issue Date:	

20.4 Expiry Date:

21. Additional Terms & Conditions of employment (where applicable):

Any additional employment condition shall not be less than that provided in the recognised collective bargaining agreement)

22. Signature with place and date & stamp of master or ship owner or licenced recruitment and placement service or their representative on their behalf:

23. Signature of seafarer with place and date:

2. Signed-on ashore:

Place:

.....

Date:

.....

2. Signed-off ashore:

Place:

.....

Date:

.....

2. Signed-on ashore:

Place:

.....

Date:

.....

2. Signed-off from ship:

Place:

.....

Date:

.....

3. Signed-on ship:

Place:

.....

Date:

.....

4. Signed-off ashore:

Place:

.....

Date:

.....

24. Signature with place and date & stamp of master:

1. Signed-on ship: Place: Date:	2. Signed-off from ship: Place: Date:
Remarks (if any) with signature, place and date by seafarer / master/ ship owner/ licenced recruitment and placement service or their representative on their behalf/ shipping master / SPFO / SWFS:	

Contractual clauses/terms and conditions:

1. This agreement between master/ shipowner/ licenced recruitment and placement service or their representative on their behalf 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, or Seafarer's Employment Agreement, as applicable.
2. This agreement shall be for serving in the area and for the period as agreed in applicable collective bargaining agreement or Seafarer's Employment Agreement, as applicable, 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 Seafarer's Employment Agreement, as applicable, or in accordance with Maritime Labour Convention, 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 / Seafarer's Employment Agreement/ the provisions of ILO Conventions ratified by the flag State, relevant Acts of the flag State, the rules/notices/circulars/orders made thereunder.
5. Master should keep on board a copy of applicable collective bargaining agreement / Seafarer's Employment Agreement/ the provisions of ILO Conventions ratified by the flag State, relevant Acts of the flag State, the rules/notices/circulars/orders made thereunder. These documents should be made available to seafarers working on the ship, 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 seafarer is incapable of continuing to perform his duties by reason of illness or injury;
 - (c) if a seafarer is absent without leave at a time fixed for sailing; or
 - (d) if in the opinion of the master, continued employment of the seafarer is likely to endanger the ship or any person on board.
7. Health and social security benefits include payment by the shipowner of any costs incurred in respect of any sickness or injury occurring between the date on which they commenced duty on board a ship and the date on which they are deemed to have been duly repatriated. This also includes payments that shipowners are required to make in respect of the death or long-term disability of a seafarer due to an occupational injury, illness or hazard occurring while the seafarer is serving under a Seafarer's Employment Agreement or arising from their employment under such agreement, and compensation in case of loss or foundering of the ship.

8. The repatriation of the seafarers shall be at no cost to seafarers, on conditions mentioned in clause 15.1 of the Seafarer's Employment Agreement. The provision under 'Others' include:
- (a) where the Seafarers' Employment Agreement expires;
 - (b) when the Seafarers' Employment Agreement is terminated, -
 - (i) by the ship owner; or
 - (ii) by the seafarer, for justified reasons, as per collective bargaining agreement or Seafarers' Employment Agreement;
 - (c) when the seafarers are no longer able to carry out their duties under their employment agreement or cannot be expected to carry them out in the specific circumstances, as per collective bargaining agreement or Seafarers' Employment Agreement;
 - (d) on compassionate grounds as per collective bargaining agreement or Seafarer's Employment Agreement;
 - (e) in case of abandoned seafarer.
9. The period of employment in the Seafarer's Employment Agreement shall be deemed extended if it has been extended on mutual agreement between the seafarer and the ship owner.
10. There shall be a system-generated copy and five sets of Seafarer's Employment Agreement shall be printed and signed (physically and electronically) in original for distribution as follows:
- (a) Set 1: Master on board
 - (b) Set 2: Seafarer
 - (c) Set 3: Ship owner/Employer/Licensed recruitment and placement service/their representative on behalf of ship owner
 - (d) Set 4 and 5: Retained with Ship owner/employer/Licensed recruitment and placement service/their Representative until the set 3 (duly signed by master and seafarer) has been received by the employer/RPS after the seafarer has been signed off from the ship.

Note: A copy of Set 3 shall be submitted to SPFO, SWFS and Shipping Office along with the payment of SPF and Welfare fund.

FORM X

[See rule 21(k)]

REPORT OF INCIDENT ONBOARD THE SHIP CAUSING INJURY (EXCLUDING MINOR INJURIES), DISAPPEARANCE, DEATH, LOSS OVERBOARD OR HOMICIDE BY OR OF AN INDIAN 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
10. Details of recruitment and placement service in India
- (a) Name
 - (b) Address, Tel. No. and Email / Fax address
 - (c) Licence No.
11. Details of Assistance given to the seafarer
12. Insurance Coverage of the seafarer

Place:

Date:

Name and
Designation of
Authorised
Signatory
Signature and Seal

FORM XI

[See rule 24(7)]

Receipt for Welfare Fund Contribution

1. Name and Address of Payer: _____
2. Amount Paid: ₹ _____ (in words: _____)
3. Due Date of Payment: _____
4. Actual Date of Payment: _____
5. Quarterly period for which contribution made: _____
6. Number of seafarers engaged on ships other than Indian ships: _____

(Seal of Seafarer Welfare Fund Society)

Name: _____**Designation:** _____**Date:** _____

[F. No. SY-19014/197/2025-MG-Part(4)]

VENKATESAPATHY S, Jt. Secy.